CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● APRIL 14, 2020

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner John Danio
c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1. –2020-R-14 CRA - a Resolution of the City Commission of the City of Holly Hill, Community Redevelopment Agency of Florida, Authorizing the City Manager to Execute an Amended Incentive Agreement, Development Agreement and Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

1. Minutes - March 10, 2020 Regular City Commission Meeting and March 16, 2020 Declaring a Local State of Emergency COVID-19

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 3)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2020-R-15 A Resolution of the City Commission of the City of Holly Hill, Florida and the Florida Department of Transportation (FDOT) for the Installation of Street Lights on SR5 (Nova Road) from 6Th Street to Flomich Street; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2020-R-16 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement for Subordination of the Interest in Such Lands to the Florida Department of Transportation (FDOT); and Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Memorandum of Understanding (MOU) - Tallahassee Police Department and HHPD (ELVIS) Electronic License and Vehicle Information System

(Requested by Steve Aldrich, Police)

8. REGULAR AGENDA

1. Resolution –2020-R-17 Regular Agenda - a Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Amended Incentive Agreement, Development Agreement, and Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

9. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

10. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

11. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **April 14, 2020**
FROM: **Joseph Forte**
SUBJECT: **CRA - a Resolution of the City Commission of the City of Holly Hill, Community Redevelopment Agency of Florida, Authorizing the City Manager to Execute an Amended Incentive Agreement, Development Agreement and Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-14**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Community Redevelopment Agency entered into agreements with Rainer and Julie Martens for the development of a Pickleball facility. Rainer and Julie Martens (Martens Properties, LLC) have changed the name of the LLC to Martens Charities, Inc. As a result, the Incentive Agreement, Development Agreement and the Management Agreement need to be amended reflecting the name change and other necessary adjustments.

In the **Incentive Agreement** the following changes have been made.

> Name changed to Martens Charities, Inc.
>
> City contribution increased from $1,000.000 to $1,300,000 previous approved by the City Commission during the 2020 budget process. $1,200,000 has already been reimbursed for eligible expenditures this year. The balance of $100,000 will be budgeted in the 2020/2021 budget or the 2020 amended budget.

In the **Development Agreement** the following changes have been made.

> Name changed to Martens Charities, Inc.
>
> City contribution increased from $1,000.000 to $1,300,000 previous approved by the City Commission during the 2020 budget process. $1,200,000 has already been reimbursed for eligible expenditures this year. The balance of $100,000 will be budgeted in the 2020/2021 budget or the 2020 amended budget.
>
> Insurance requirement have been updated.

In the **Management Agreement** the following changes have been made.

> Name changed to Pictona at Holly Hill.

Insurance requirement have been updated.

City and Management expenses better identified.

FISCAL ANALYSIS:

One million dollars ($1,200,000.00) of CRA funds have been encumbered the 2018/2019/2020 fiscal year budget for the development of this project. An additional $100,000 will be budgeted in the 2020 mid-year adjustment or the 2021 budget cycle.

STAFF RECOMMENDATION:

Staff recommends the City of Holly Hill Community Redevelopment Agency approve the amended Incentive Agreement, Development Agreement and Management Agreement and authorize the City Manager to execute each one.

COMMISSION GOAL:

N/A

MOTION:

City of Holly Hill Community Redevelopment Agency to approve the amended Incentive Agreement, Development Agreement and Management Agreement and authorize the City Manager to execute each one.

ATTACHMENTS:

- Pickleball Management Agreement Amended - CRA (PDF)
- Pickleball Inentive Agreement Amended -CRA (PDF)
- Pickleball Development Agreement Amended -CRA (PDF)
- Pickleball Inentive Agreement Amended -CRA FINAL Version (PDF)
- Pickleball Management Agreement Amended - CRA FINAL Version (PDF)
- Pickleball Development Agreement Amended -CRA FINAL Version (PDF)

CRA Resolution No. 2020-14

CRA - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY OF FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED INCENTIVE AGREEMENT, DEVELOPMENT AGREEMENT AND MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY OF FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED INCENTIVE AGREEMENT, DEVELOPMENT AGREEMENT AND MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, the City of Holly Hill Community Redevelopment Agency (CRA) entered into an Agreement with Martens Properties, LLC to offer an Incentive Agreement for the development of a Pickleball Recreation Facility and other improvements; and

WHEREAS, Martens Properties, LLC (Developer) has changed its name to Martens Charities, Inc., and desires to continue to develop a portion of Hollyland Park hereinafter described in the updated Exhibit “A” and Exhibit “B” attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, Pickleball Daytona at Holly Hill has changed its name to Pictona at Holly Hill, Inc., and desires to continue to manage and operate the Pickleball Facility in the designated portion of Hollyland Park hereinafter described in the update Exhibit “A” and Exhibit “B” attached hereto (Property).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City of Holly Hill Community Redevelopment Agency approves the amended Management Agreement and the City Manager of the City of Holly Hill is authorized to execute the Management Agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and shall be deemed effective since December 11, 2018.

APPROVED AND AUTHENTICATED on this 14th day of APRIL, 2020.

MANAGEMENT AGREEMENT

WHEREAS, Martens ~~Properties~~Charities, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill Community Redevelopment Agency~~City of Holly Hill~~ (~~City~~CRA).

WHEREAS, it is the intent that after construction is completed, ~~Pickleball Daytona of Holly Hill~~Pictona at Holly Hill, Inc. (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City of Holly Hill Community Redevelopment Agency and the Operator hereby agree to the following:

1) The City of Holly Hill Community Redevelopment Agency~~City~~ hereby retains the Operator for the management and operations of the Project.

2) The Operator agrees to manage, operate, and maintain the Project in a first-~~-~~class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City of Holly Hill Community Redevelopment Agency's~~City's~~ responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City of Holly Hill Community Redevelopment Agency~~City~~);~~,~~ etc. The City of Holly Hill Community Redevelopment Agency~~City~~ shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.

3) City of Holly Hill Community Redevelopment Agency~~City~~ will not authorize another pickleball facility or the construction of a pickleball courts on City of Holly Hill Community Redevelopment Agency~~City~~ owned land.

4~~3~~) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership. ~~The Operator shall offer residents of the City a 25-50% discount on any membership.~~

5~~4~~) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City of Holly Hill Community Redevelopment Agency ~~City~~ which provides projected revenue and expenses by category.

6~~5~~) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City of Holly Hill Community Redevelopment Agency~~City~~. Employee's working at the Project shall receive a reasonable compensation for the services rendered

7~~6~~) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City of Holly Hill Community Redevelopment Agency~~City~~ hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. ~~Consumption of beer and wine shall be limited to areas within the fenced in area and shall not be allowed on the courts.~~ **Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64' x 36' fenced and gated area).** Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8~~7~~) Operator shall provide the City of Holly Hill Community Redevelopment Agency~~City~~ with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City of Holly Hill Community Redevelopment Agency~~City~~ shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City of Holly Hill Community Redevelopment Agency's~~City's~~ review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9~~8~~) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. ~~a.~~ Statutory Worker's Compensation and Employer's Liability Insurance covering all employees.

Hired and non-hired insurance automobile liability in the amount of $1,000,000.

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~~b.~~

c. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City of Holly Hill Community Redevelopment Agency as an additional insured. A waiver of subrogation endorsement in favor of the City of Holly Hill Community Redevelopment Agency should be included.

~~Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City must be included.~~~~Combined single limit broad form general liability insurance naming City as an additional insured with a limit of not less than $1 million per occurrence covering bodily injury and property damage for the full insurable value of the Project.~~

d. Liquor Liability in the amount of ~~c.~~ $1,000,000 per occurrence/$2,000,000 aggregate ~~limit Liquor Liability~~ covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City of Holly Hill Community Redevelopment Agency~~City~~ as an additional insured.

d~~c.~~ A certificate of insurance evidencing the required coverage and naming the City of Holly Hill Community Redevelopment Agency~~City~~ as additional insured shall be issued to Operator and City of Holly Hill Community Redevelopment Agency~~City~~ prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City of Holly Hill Community Redevelopment Agency~~City~~ with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City of Holly Hill Community Redevelopment Agency~~City~~.

10~~9~~) Operator agrees to indemnify and save harmless City of Holly Hill Community Redevelopment Agency~~City~~ against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

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11~~0~~) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City of Holly Hill Community Redevelopment Agency~~City~~ with six (6) months advance written notice. The City of Holly Hill Community Redevelopment Agency~~City~~ cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City of Holly Hill Community Redevelopment Agency~~City~~.

12~~1~~) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13~~2~~) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City of Holly Hill Community Redevelopment Agency~~City~~. Upon approval by the City of Holly Hill Community Redevelopment Agency~~City~~, the City of Holly Hill Community Redevelopment Agency~~City~~ must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14~~3~~) The City of Holly Hill Community Redevelopment Agency~~City~~ shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City of Holly Hill Community Redevelopment Agency~~City~~ shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15~~4~~) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A~~B~~. ~~**Overflow parking for daily operations is permitted in the open space west of the facility without City approvalS**~~. Operator shall be required to obtain City of Holly Hill Community Redevelopment Agency~~City~~ approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B **or the field to the west to accommodate parking**.~~Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize the surrounding park~~

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~~facilities to accommodate such as for parking.~~ The Operator shall obtain the necessary special event permit for such an event or activity.

16~~5~~) The Operator is a private, not-for-profit corporation. The City of Holly Hill Community Redevelopment Agency~~City~~ provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City of Holly Hill Community Redevelopment Agency~~City~~'s responsibility)~~–~~. The expenses identified as the City of Holly Hill Community Redevelopment Agency~~City~~'s responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating.~~and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City's Property even if the Operator does not operate the Project on the Property.~~ The Operator is not an agent of the City of Holly Hill Community Redevelopment Agency~~City~~, but an independent third party. The City of Holly Hill Community Redevelopment Agency~~City~~ is not delegating to the Operator the right or obligation to perform any function that the City of Holly Hill Community Redevelopment Agency~~City~~ would otherwise provide.

17~~6~~) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

CITY ~~COMMISSION~~ of Holly Hill Community Redevelopment Agency OF THE CITY OF HOLLY HILL

____
Valerie Manning
City Clerk

____
Chris Via~~John Penny~~
~~Mayor~~Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, ~~2018~~ 2020 by _______________________________ of Holly Hill, who is personally known to me or produced ________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _______________________
Commission No.: __________________________

My Commission Expires: ____________________

~~Pickleball Daytona~~Pictona at Holly Hill ~~of Holly Hill~~ ~~DEVELOPER~~

Witness: ______________________ By: ______________________________

Title ~~Name~~:

____

Printed Name: ______________________ Date~~Title~~: ____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, ~~2018~~ 2020 by ________________________________ of ________________________________, who is personally known to me or produced _____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____

Type or Print Name: _________________________
Commission No.: ____________________________
My Commission Expires: ______________________

Attachment: Pickleball Management Agreement Amended - CRA (2020-R-14 : Amending the Pickleball Incentive, Management and Development

INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens ~~Properties~~Charities, LLC (Developer).

WITNESSETH

WHEREAS, the City of Holly Hill Community Redevelopment Agency is the owner of a public park known as Hollyland Park located at ~~1082~~ 1066 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million three hundred thousand dollars ($1,~~000~~300,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million three hundred thousand dollars ($1,~~000~~300,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications (“notice(s)”) to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency’s sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency’s sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the

non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

18) This Agreement shall be deemed effective since December 11, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:	**CITY COMMISSION OF THE CITY OF HOLLY HILL**
______________________	______________________
Valerie Manning City Clerk	Chris Via Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of ____________________, 2018 by __________________________ of Holly Hill, who is personally known to me or produced ____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ____________________
Commission No.: _______________________
My Commission Expires: ________________

ATTEST:	**COMMISSION OF THE CITY COMMUNITY REDEVELOPMENT AGENCY**
______________________	______________________
Valerie Manning City Clerk	Chris Via Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ______________________, ~~2018~~ 2020 by _____________________________ of Holly Hill, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _______________________
Commission No.: ___________________________
My Commission Expires: __________________

Martens ~~Property~~Charities, LLC

Witness: ____________________________ By:________________________________

Printed Name: _____________________ Title:______________________________

Date:______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ______________________, ~~2018~~ 2020 by ______________________ of ____________________________, who is personally known to me or produced ___________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _______________________

Commission No.: ________________________
My Commission Expires: ________________

DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill, Community Redevelopment Agency (~~City~~CRA) is the owner of Hollyland Park located at ~~1082~~ 1066 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens ~~Properties~~Charities, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City of Holly Hill, Community Redevelopment Agency ~~City~~ and the Developer desire to develop the Property for the Project.

WHEREAS, the City of Holly Hill, Community Redevelopment Agency ~~City~~ and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City of Holly Hill, Community Redevelopment Agency ~~City~~.

WHEREAS, this Agreement shall provide the terms and conditions of the development ~~and operation~~ of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted $3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted $1,~~000~~300,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, i~~I~~t is anticipated at this time that the Project will include the following:

A. 24 lighted pickleball courts with eight (8) under cover.
B. 4,200 sq. ft. Club House.~~,~~
C. 3,200 sq. ft. Restaurant.
D. 2.400 sq. ft. ~~Senior~~ SeniorActivity Center.
E. Other recreational facilities as shown on Exhibit B.
F. Landscaping.
G. Necessary infrastructure, including water, sewer, stormwater and electric.
H. Parking.
I. Signage.
J. Demolition and other site prep.

K. There shall be separate electric meters for ~~Senior~~ Senior Activity Center, outside lighting,~~;~~ Club House and Restaurant.

2) Developer will transfer the budgeted $3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the $3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City of Holly Hill, Community Redevelopment Agency ~~City~~ to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City of Holly Hill, Community Redevelopment Agency ~~City~~ acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3~~2~~) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City of Holly Hill, Community Redevelopment Agency ~~City~~ both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development ~~and operation~~ of the Project. The execution of this Agreement by the City of Holly Hill, Community Redevelopment Agency ~~City~~ does not obligate the City of Holly Hill, Community Redevelopment Agency ~~City~~ to approve the Project as the regulatory body. The City of Holly Hill, Community Redevelopment Agency ~~City~~ is required to apply the existing development regulations to the Project.

4~~3~~) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City of Holly Hill, Community Redevelopment Agency ~~City~~ with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City of Holly Hill, Community Redevelopment Agency ~~City~~ shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City of Holly Hill, Community Redevelopment Agency ~~City~~ and Developer.

5~~4~~) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. ~~a.~~ Statutory Worker's Compensation and $1 mil./$1 mil./ $1 mil. Employer's Liability Insurance covering all employees. Hired and non-hired insurance liability in the amount of $1,000,000.

b. ~~b.~~ Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury

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and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City of Holly Hill, Community Redevelopment Agency ~~City~~ as an additional insured. A waiver of subrogation endorsement in favor of the City of Holly Hill, Community Redevelopment Agency ~~City~~ should be included.

c. Content insurance may be obtained for food and beer & wine.

~~Combined single limit broad form general liability insurance naming City as an additional insured with a limit of not less than $1 million per occurrence covering bodily injury and property damage for the full insurable value of the Project.~~

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c. A certificate of insurance evidencing the required coverage and naming the City of Holly Hill, Community Redevelopment Agency ~~City~~ as additional insured shall be issued to Developer and City of Holly Hill, Community Redevelopment Agency ~~City~~ prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City of Holly Hill, Community Redevelopment Agency ~~City~~ with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City of Holly Hill, Community Redevelopment Agency ~~City~~.

6~~5~~) Developer agrees to indemnify and save harmless City of Holly Hill, Community Redevelopment Agency ~~City~~ against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7~~6~~) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers F~~and f~~or invoices not paid the Developer shall provide the City of Holly Hill, Community Redevelopment Agency ~~City~~ with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8~~7~~) The Developer is a private limited liability company. The City of Holly Hill, Community Redevelopment Agency ~~City~~ provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City of Holly Hill, Community Redevelopment Agency ~~City~~ are those capital expenses that benefit the Property, which is owned by the City of Holly Hill, Community Redevelopment Agency ~~City~~, and these improvements will benefit the City of Holly Hill, Community Redevelopment Agency ~~City~~'s Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City of Holly Hill, Community Redevelopment Agency ~~City~~, but an independent third party. The City of Holly Hill, Community Redevelopment Agency ~~City~~ is not delegating to the Developer the right or obligation to perform any function that the City of Holly Hill, Community Redevelopment Agency ~~City~~ would otherwise provide.

9~~8~~) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

10) **This Agreement shall be deemed effective since December 11, 2018.**

ATTEST: **CITY COMMISSION OF THE** City of Holly Hill, Community Redevelopment Agency ~~CITY~~ **OF HOLLY HILL**

____
Chris Via~~John Penny~~
Mayor

____
Valerie Manning
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ______ day of __________________________, ~~2018~~ 2020 by __________________________________ of Holly Hill, who is personally known to me or produced __________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ___________________________
Commission No.: _______________________________
My Commission Expires: ______________________

Martens ~~Properties~~Charities, LLC~~DEVELOPER~~

Witness: ___________________________

Printed Name: ________________________

By: _____________________________

Title~~Name~~: _________________________

Date~~Title~~: ___________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, ~~2018~~ 2020 by ________________________________ of _______________________________, who is personally known to me or produced _____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____

Type or Print Name: _______________________

Commission No.: ____________________________

My Commission Expires: ___________________

INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens Charities, LLC (Developer).

WITNESSETH

WHEREAS, the City of Holly Hill Community Redevelopment Agency is the owner of a public park known as Hollyland Park located at 1066 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million three hundred thousand dollars ($1,300,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

3) Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million three hundred thousand dollars ($1,300,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency's sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency's sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the

non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

18) This Agreement shall be deemed effective since December 11, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL

____

Valerie Manning
City Clerk

____

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ____________________, 2018 by __________________________ of Holly Hill, who is personally known to me or produced ____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____

Type or Print Name: ____________________
Commission No.: ________________________
My Commission Expires: ________________

ATTEST:

COMMISSION OF THE CITY COMMUNITY REDEVELOPMENT AGENCY

____

Valerie Manning
City Clerk

____

Chris Via
Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of ____________________, 2020 by __________________________ of Holly Hill, who is personally known to me or produced ____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _____________________
Commission No.: ________________________
My Commission Expires: ________________

Martens Charities, LLC

Witness: _________________________ By:_____________________________

Printed Name: ___________________ Title:___________________________

Date:___________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of ____________________, 2020 by ____________________ of __________________________, who is personally known to me or produced _________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _____________________
Commission No.: ________________________
My Commission Expires: ________________

City of Holly Hill
Community Redevelopment Agency
And Martens Charities, LLC

MANAGEMENT AGREEMENT

WHEREAS, Martens Charities, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill Community Redevelopment Agency (CRA).

WHEREAS, it is the intent that after construction is completed, Pictona at Holly Hill, Inc. (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City of Holly Hill Community Redevelopment Agency and the Operator hereby agree to the following:

1) The City of Holly Hill Community Redevelopment Agency hereby retains the Operator for the management and operations of the Project.

2) The Operator agrees to manage, operate, and maintain the Project in a first-class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City of Holly Hill Community Redevelopment Agency's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City of Holly Hill Community Redevelopment Agency); etc. The City of Holly Hill Community Redevelopment Agency shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.

3) City of Holly Hill Community Redevelopment Agency will not authorize another pickleball facility or the construction of a pickleball courts on City of Holly Hill Community Redevelopment Agency owned land.

4) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership.

5) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City of Holly Hill Community Redevelopment Agency which provides projected revenue and expenses by category.

6) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City of Holly Hill Community Redevelopment Agency. Employee’s working at the Project shall receive a reasonable compensation for the services rendered

7) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City of Holly Hill Community Redevelopment Agency hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64’ x 36’ fenced and gated area). Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8) Operator shall provide the City of Holly Hill Community Redevelopment Agency with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City of Holly Hill Community Redevelopment Agency shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City of Holly Hill Community Redevelopment Agency’s review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. Statutory Worker's Compensation and Employer's Liability Insurance covering all employees.

b. Hired and non-hired insurance automobile liability in the amount of $1,000,000.

c. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City of Holly Hill Community Redevelopment Agency as an additional insured. A waiver of subrogation endorsement in favor of the City of Holly Hill Community Redevelopment Agency should be included.

d. Liquor Liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City of Holly Hill Community Redevelopment Agency as an additional insured.

e. A certificate of insurance evidencing the required coverage and naming the City of Holly Hill Community Redevelopment Agency as additional insured shall be issued to Operator and City of Holly Hill Community Redevelopment Agency prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City of Holly Hill Community Redevelopment Agency with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City of Holly Hill Community Redevelopment Agency.

10) Operator agrees to indemnify and save harmless City of Holly Hill Community Redevelopment Agency against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City of Holly Hill Community Redevelopment Agency with six (6) months advance written notice. The City of Holly Hill Community Redevelopment Agency cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party,

the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City of Holly Hill Community Redevelopment Agency.

12) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City of Holly Hill Community Redevelopment Agency. Upon approval by the City of Holly Hill Community Redevelopment Agency, the City of Holly Hill Community Redevelopment Agency must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14) The City of Holly Hill Community Redevelopment Agency shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City of Holly Hill Community Redevelopment Agency shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A. Operator shall be required to obtain City of Holly Hill Community Redevelopment Agency approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B or the field to the west to accommodate parking. The Operator shall obtain the necessary special event permit for such an event or activity.

16) The Operator is a private, not-for-profit corporation. The City of Holly Hill Community Redevelopment Agency provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City of Holly Hill Community Redevelopment Agency's responsibility). The expenses identified as the City of Holly Hill Community Redevelopment Agency's responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating. The Operator is not an agent of the City of Holly Hill Community Redevelopment Agency, but an independent third party. The City of Holly Hill Community Redevelopment Agency is not delegating to the Operator the right or obligation to perform any function that the City of Holly Hill Community Redevelopment Agency would otherwise provide.

17) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST: **CITY of Holly Hill Community Redevelopment**
Agency OF THE CITY OF
HOLLY HILL

____________________________ __________________________________
Valerie Manning Chris Via
City Clerk Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ______ day of __________________________, 2020 by __________________________________ of Holly Hill, who is personally known to me or produced __________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _________________________
Commission No.: ____________________________
My Commission Expires: ______________________

Pictona at Holly Hill

Witness: ________________________ By: ________________________________
Title: ___________________________
Printed Name: ________________________ Date: ______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, 2020 by __________________________________ of _______________________________, who is personally known to me or produced _____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ________________________
Commission No.: ___________________________
My Commission Expires: _____________________

DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill, Community Redevelopment Agency (CRA) is the owner of Hollyland Park located at 1066 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens Charities, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City of Holly Hill, Community Redevelopment Agency and the Developer desire to develop the Property for the Project.

WHEREAS, the City of Holly Hill, Community Redevelopment Agency and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City of Holly Hill, Community Redevelopment Agency.

WHEREAS, this Agreement shall provide the terms and conditions of the development of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted $3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted $1,300,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, it is anticipated at this time that the Project will include the following:

A. 24 lighted pickleball courts with eight (8) under cover.
B. 4,200 sq. ft. Club House.
C. 3,200 sq. ft. Restaurant.
D. 2.400 sq. ft. SeniorActivity Center.
E. Other recreational facilities as shown on Exhibit B.
F. Landscaping.
G. Necessary infrastructure, including water, sewer, stormwater and electric.
H. Parking.
I. Signage.
J. Demolition and other site prep.

K. There shall be separate electric meters for Senior Activity Center, outside lighting, Club House and Restaurant.

2) Developer will transfer the budgeted $3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the $3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City of Holly Hill, Community Redevelopment Agency to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City of Holly Hill, Community Redevelopment Agency acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City of Holly Hill, Community Redevelopment Agency both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development of the Project. The execution of this Agreement by the City of Holly Hill, Community Redevelopment Agency does not obligate the City of Holly Hill, Community Redevelopment Agency to approve the Project as the regulatory body. The City of Holly Hill, Community Redevelopment Agency is required to apply the existing development regulations to the Project.

4) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City of Holly Hill, Community Redevelopment Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City of Holly Hill, Community Redevelopment Agency shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City of Holly Hill, Community Redevelopment Agency and Developer.

5) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. Statutory Worker's Compensation and $1 mil./$1 mil./ $1 mil. Employer's Liability Insurance covering all employees. Hired and non-hired insurance liability in the amount of $1,000,000.

b. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and

Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City of Holly Hill, Community Redevelopment Agency as an additional insured. A waiver of subrogation endorsement in favor of the City of Holly Hill, Community Redevelopment Agency should be included.

c. Content insurance may be obtained for food and beer & wine.

d. A certificate of insurance evidencing the required coverage and naming the City of Holly Hill, Community Redevelopment Agency as additional insured shall be issued to Developer and City of Holly Hill, Community Redevelopment Agency prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City of Holly Hill, Community Redevelopment Agency with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City of Holly Hill, Community Redevelopment Agency .

6) Developer agrees to indemnify and save harmless City of Holly Hill, Community Redevelopment Agency against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers For invoices not paid the Developer shall provide the City of Holly Hill, Community Redevelopment Agency with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8) The Developer is a private limited liability company. The City of Holly Hill, Community Redevelopment Agency provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City of Holly Hill, Community Redevelopment Agency are those capital expenses that benefit the Property, which is owned by the City of Holly Hill, Community Redevelopment Agency , and these improvements will benefit the City of Holly Hill, Community Redevelopment Agency ’s Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City of Holly Hill, Community Redevelopment Agency , but an independent third party. The City of Holly Hill, Community Redevelopment Agency is not delegating to the Developer the right or obligation to perform any function that the City of Holly Hill, Community Redevelopment Agency would otherwise provide.

9) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

10) **This Agreement shall be deemed effective since December 11, 2018.**

ATTEST:
Community Redevelopment Agency **OF**

CITY COMMISSION OF THE City of Holly Hill,

HOLLY HILL

____
Chris Via
Mayor

____
Valerie Manning
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, 2020 by ________________________________ of Holly Hill, who is personally known to me or produced _________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: __________________________
Commission No.: _______________________________
My Commission Expires: _____________________

Martens Charities, LLC

Witness: ____________________________ By: ______________________________

Title: _________________________

Printed Name: _________________________ Date: ____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, 2020 by _____________________________________ of _________________________________, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____

Type or Print Name: __________________________

Commission No.: ______________________________

My Commission Expires: ____________________

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **April 14, 2020**
FROM: **Valerie Manning**
SUBJECT: **Minutes - March 10, 2020 Regular City Commission Meeting and March 16, 2020 Declaring a Local State of Emergency COVID-19**
NUMBER: **(ID # 2868)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from March 10, 2020 regular City Commission meeting and March 16, 2020 Special Meeting declaring a Local State of Emergency COVID-19.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - March 10, 2020 - Regular City Commission meeting (PDF)
- Minutes - March 16, 2020 - Declaring A Local State of Emergency Meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 10, 2020

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie

c. Pledge of Allegiance

The Pledge of Allegiance to the Flag was led by Mayor Via.

2. PRESENTATION

1.

April is Holly Hill Arts Festival Month

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

* * *

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Marta Pascal, Adams Cameron Realtor and Jim Legary, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - February 11, 2020 - Regular City Commission Meeting and February 25, 2020 Workshop

Attachment: Minutes - March 10, 2020 - Regular City Commission meeting (2868 : Minutes)

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 10th day of March, 2020, in Holly Hill

* * *

5. PUBLIC HEARING

1. 2020-O-3024 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code to Add Definitions; Update Permitting Requirements, Restrictions, Operating Requirements and Establish Enforcement Procedures; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)
Commissioner Currie made a motion to ***AMEND Section 3(i) of the Ordinance to read as follows, "Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.", and REMOVE the wording from the Ordinance that says, "and may not locate any closer than 100 feet from a residentially zoned area",; and included in her motion is to REVIEW this Ordinance at the FIRST meeting in February 2021****, seconded by Commissioner Penny.*

Mayor Via opened public participation.

Heidi Heller, Holly Hill and Jim Legary, Holly Hill spoke to the Mayor and City Commissioners.

Mayor Via closed public participation.

PASSED, 4-1 (Danio opposed)

RESULT:	**ADOPTED AT 2ND READING [4 TO 1]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Johnson
NAYS:	Danio

ORDINANCE
2020-O-3024
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION

114-904 OF THE CITY CODE TO ADD DEFINITIONS; UPDATE PERMITTING REQUIREMENTS, RESTRICTIONS, OPERATING REQUIREMENTS AND ESTABLISH ENFORCEMENT PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE TO ADD DEFINITIONS; UPDATE PERMITTING REQUIREMENTS, RESTRICTIONS, OPERATING REQUIREMENTS AND ESTABLISH ENFORCEMENT PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that food service from mobile food vehicles has become a popular food service venue; and

WHEREAS, mobile food vehicles can be a source of business development and provide dining options for residents and visitors; and

WHEREAS, the City Commission desires to clearly define mobile food vehicles, mobile food vendors, and related terms, and adopt regulations addressing their allowed operations within the city; and

WHEREAS, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities for mobile food vendors protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by properly regulating the location and operation of mobile food vehicles.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

<u>SECTION 1</u>. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

<u>SECTION 2.</u> That the entire language of Section 114-904 is repealed and replaced with the following:

<u>114-904 - Mobile Food Vehicle and Vendor Regulations</u>

1. <u>DEFINITIONS</u>

Catering is the business of providing food for a private event, as a professional service, for a fee.

Commissary is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

Hosting Site is the property upon which a mobile food vehicle is parked and operating.

Hosting Site Property Owner is the owner of the property upon which the mobile food vehicle is located and operating.

Mobile Food Vehicle is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

Class I-Mobile kitchens. In addition to the vending of products allowed for Class II and Class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles have a relationship with a commissary. A mobile food vehicle permit is required for Class I mobile food vehicles.

Class II-Canteen trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. A mobile food vehicle permit is not required.

Class III-Ice cream trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event. A mobile food vehicle permit is not required.

Mobile Food Vehicle Rally is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit or they can be approved as part of a city sponsored event.

Mobile Food Vendor is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

2. LICENSING AND PERMITTING REQUIREMENTS

(a) Prior to setting up at a location, a Class I mobile food vendor must provide the following to the city:

1. A mobile food vendor must register with the city and receive a Mobile Food Vendor Certificate. Mobile Food Vendor Certificates expire on September 29th and must be renewed each year. The fee will be prorated on a quarterly basis.

2. A copy of the Mobile Food Dispensing Vehicle License from the Florida Division of Hotels and Restaurants.
3. A completed indemnification statement for city files. To be updated annually.
4. A copy of the operator's driver license and photos of the mobile food vehicle including the license plate.
5. A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.

(b) Mobile food vehicles must be inspected by the city's Fire Marshall or Fire Chief or their designee, and comply with all city safety regulations.

(c) The mobile food vendor must permanently display to the public in a clearly visible area, their Mobile Food Vendor Certificate.

(d) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least 5 days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:

1. Location address and hosting dates
2. A signed indemnification statement
3. A sketch plan showing the subject property and the proposed location of the mobile food vehicle
4. Owner contact information
5. Vendor contact information
6. The Mobile Food Vehicle's MFDV #

(e) The hosting site property owner shall pay a fee as established by the City Commission. All permits expire on September 29th of each year and must be renewed.

(f) The hosting site property owner must have an active Business Tax Receipt.

3. PROHIBITIONS AND RESTRICTIONS

(a) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.

(b) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.

(c) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.

(d) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.

(e) Except with permission of the city, mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.

(f) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall be in compliance with all applicable laws and regulations.

(g) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.

(h) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.

(i) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. ~~**and may not locate any closer than 100 feet from a residentially zoned area.**~~ This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.

(j) The mobile food vehicle, or its seating areas, may not occupy more than 20 percent of the vehicular use area or disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas or designated public safety lanes.

(k) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than 3 days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.

(l) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.

(m) A site may not host a mobile food vehicle for more than 4 hours within a permitted calendar day, unless operating with a special event permit specifically stating otherwise.

4. OPERATING REQUIREMENTS

(a) Zoning requirements. Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.

(b) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.

(c) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor’s customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor’s sales and within an area encompassing a radius of fifty feet (50’) from the sales area.

(d) Property owners hosting a mobile food vendor for more than 1 hour must provide readily accessible restroom facilities.

(e) All mobile food vehicles must park on a hard stabilized surface such as a paved or asphalt surface.

(f) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed 6 square feet on the subject property where the mobile food vendor is conducting business.

(g) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.

(h) A mobile food vendor may not locate on any property that abuts a property with an active restaurant. Except that the mobile food vendor may locate closer, with the written approval of the restaurant owner.

(i) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary.

5. ENFORCEMENT

Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action, including a citation, or civil action against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor’s third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 8. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption and this Ordinance will be reviewed at the first meeting in February 2021.

APPROVED AND AUTHENTICATED on this 10th day of MARCH, 2020 for second reading.

Enacted and approved this 10th day of March, 2020, in Holly Hill

* * *

6. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Via announced that the Public Hearing for Second Reading on Ordinance 3024, Mobile Food Trucks, was going to be moved to the beginning of the Consent Agenda.

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda?

Heidi Heller, Holly Hill asked to speak about Consent Agenda item #3, Resolution 2020-R-12, Establishing Rules for City Parks.

There was no one else to speak.

1. –2020-R-10 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2020-R-10
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2019-R-57, adopted an operating budget for Fiscal Year 2019-2020; and

WHEREAS, The City of Holly Hill, Resolution 2019-R-87, Resolution 2019-R-91 and Resolution 2020-R-5 amended the operating budget for Fiscal Year 2019-2020; and

WHEREAS, the budget adjustment increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2019-2020 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AMENDED BUDGET. The City Commission of the City of Holly Hill amends the Fiscal Year 2019-2020 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of MARCH, 2020.

Enacted and approved this 10th day of March, 2020, in Holly Hill

* * *

2. –2020-R-11 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2020-R-11
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2019-R-47, adopted an comprehensive City wide fee schedule for Fiscal Year 2019-2020; and

WHEREAS, The Citywide Fee Schedule has been modified to incorporate recent recommended changes in the fees; and

WHEREAS, The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the amended FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The amended FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A") which:

A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A") become effective on March 10, 2020.

APPROVED AND AUTHENTICATED on this 10th day of MARCH, 2020.

Enacted and approved this 10th day of March, 2020, in Holly Hill

* * *

3. –2020-R-12 Resolution

A Resolution by the City Commission of the City of Holly Hill, Florida, Establishing Rules for City Parks; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2020-R-12
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING RULES FOR CITY PARKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING RULES FOR CITY PARKS; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to establish rules for city parks; and

WHEREAS, the following prohibited uses for city parks are as follows: no moon walks, pony rides and other rented games/amusements, no use of city electricity, portable generators or amplified music, no smoking in any park, no alcohol consumption shall be allowed in any park, no skateboards, scooters or bicycles on the exercise walking path in Sunrise North, no dogs in Hollyland Park, all dogs must be kept leashed at all times at any park where allowed and owners must carry litter bags, no overnight parking of any vehicles in any of the city parks parking lots; however, boaters with a vehicle connected to a boat trailer will be allowed to park overnight at Sunrise South while boating on the River; and

WHEREAS, all park hours of operation are from 6:00 AM to 10:00 PM with the exception of Sunrise South, which will be open 24 hours a day to boaters and fishers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby designates and establishes park rules for city parks.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of MARCH, 2020.

Enacted and approved this 10th day of March, 2020, in Holly Hill

* * *

7. REGULAR AGENDA - NONE

8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned in their packet is the Traffic Signal Maintenance and Compensation Agreement has been signed. He was glad to see that Marta Pascal from Adams Cameron came and had some comments and she has been working hard in trying to sell some of the city property. They had a conversation today and one of the things that he wanted to talk to the Commission about is, originally when the city tried to sell, specifically, the two properties…the one on Ridgewood and the one on Riverside Drive, staff originally put that out as bids and proposals for certain development and the city didn't get any responses on that. So, the city decided to then just go out and just sell the property straight forward. If someone right now wanted to come in and buy the property in the 600 block of Ridgewood, they would buy it and they would be able to develop it with whatever is within the current zoning of the CC-1 and the Overlay District. That also applies to the property on Riverside Drive that's directly across the street from Marina Grande, although a much smaller piece of property, if it were to be privately purchased, someone could buy it and put on that property whatever is contained within the CC-1 zoning right now. There are some uses that they may not want to see on Riverside Drive. He sent all of the Commissioners an email with suggestions of restrictive uses and he doesn't know if that's something that they want to consider but one of the things that they can do is they can put a restrictive covenant on that property to not allow certain uses to be built on there even though they are allowed in the zoning district, the Commission can put a restrictive covenant on that property as the owner and that stays with the property in perpetuity. That would limit the number of people interested in the property but the city had at least one person interested in bringing a motorcycle repair shop there and when he looked at their current business, it's an extremely nice business. It's very clean, it's located in Ormond Beach in one of their business centers up there off of US1, it's very clean, there's only two employees - a husband and a wife. They work on a limited number of motorcycles that are contained within the building, that if they went there it probably wouldn't be objectionable. However, if they sold it and someone else came in and they decided to run a motorcycle repair shop, it could be something other than that quality of repair. He throws that out to the Commission just for them to make a decision if they want to restrict the uses, especially on Riverside Drive, he's not so sure the Commission would want to restrict the uses on US1 because it's a competitive market and it is US1 and their zoning allows for that, but do they want to restrict the use on the Riverside Drive property directly across from Marina Grande where they've got a lot of opinions about what is built or proposed on Riverside Drive. He throws that out there for some open discussion.

Mayor Via stated and also too, he'll point out too, it's right next door to residential property abutting it.

Mr. Forte stated it's next to the mobile home park and another commercial use.

Mayor Via stated that's what he's saying because that makes it different than US1. He's interested in looking at that. He thinks that should be an item that comes back. He doesn't think they should make a decision tonight but put it into a future agenda.

Mr. Forte stated well, he would want to do it as soon as the next meeting because it limits or restricts Marta's ability on how she and who she markets it to.

Mayor Via stated, oh, he sees.
Mr. Forte stated because right now it has a very broad zoning use that if the Commission decides to change or put a restriction on…

Mayor Via asked if it only takes one reading to do that?

Mr. Forte stated no, it's actually going to take more. He believes it has to go before the Board of Planning and Appeals. It may; he's not 100% sure. Understand, that as the government, the city cannot restrict the use of a property in any zoning district as long as it's within that zoning district. As the owner of the property, you can put a restrictive covenant on it and that's the difference.

Commissioner Penny stated his question is, can they just market it and see who's interested in it and then because the city is the owner then apply for a PUD agreement with ourselves before the city sells it to them?

Mr. Forte stated unfortunately, it's too small of a piece of property for a PUD. He's talked to Mr. Walker about that and the staff may be coming forward in the future with changing the size of a parcel that qualifies for that.

Commissioner Penny stated he thinks that's a wonderful solution if they can do that. If they can change their rules for a PUD, they can do it because that way whoever buys it, what they tell the Commission it's going to be, we're assured what it's going to be, and it's going to be that forever for whoever buys it in the future until they change it.

Mr. Forte stated in that particular process, they're going to get somebody that would put a deposit on the property and open up a due-diligence period of probably four to six months as they go through PUD negotiations, it then has to go before the Board of Planning and Appeals and then come to the Commission for two readings. It probably will take six months. That would tie the property up for six months and then if the city can't come to an agreement on the PUD they would then have the opportunity to withdraw their deposit and move on.

Mayor Via stated so then, would that be a longer process than if the city just said, "hey, the city doesn't want x, y, z", but then someone else doesn't have that, they have a, b, c and it's allowed then they go purchase…

Mr. Forte stated it would be a little bit longer of a process because the Commission would be negotiating the terms and conditions of the PUD as opposed to just putting the limitations on there. But, like he said, they did have somebody that was interested in a certain type of business and under a PUD scenario, the city would be able to restrict that use to, for example, the repairs would have to be contained in the building as opposed to overflowing outside the building and the Commission would only allow so many vehicles outside. It's a good idea; he just has to see…

Mayor Via stated what the process is.

Mr. Forte stated right now that parcel is too small for a PUD. They would have to amend the zoning ordinance to allow for a PUD on a smaller parcels and then go through that process, which is going to take several months because it has to go to the Board of Planning and Appeals and then come back to the Commission then you would potentially get a buyer, that would, as he said, put a contract on the property and then have a due-diligence period to then negotiate the PUD.

Commissioner Penny stated here's his concern. It sounds wonderful to limit what you want there. These parcels have been for sale for no less than five years. Although, maybe not actively marketed with an active agent until recently but the city hasn't had hardly any interest with no rules or no restrictions on it. For the city to arbitrarily put a filter and restrict their real estate agent's ability to market this to the masses, he thinks they are shooting themselves in the foot.

Mayor Via stated so you're saying decide whenever they come to us? And he doesn't think that they have to let the city know, right? They don't have to let the city know what they're building, right? They can just say they want to buy.

Commissioner Penny stated but the city doesn't have to sell it to them, either as the seller.

Mayor Via stated, right.

Commissioner Penny stated as the government we do but as the seller we don't.

Mr. Forte stated but nobody is necessarily going to disclose what they are going to use it for. If they have somebody that comes in and says, "I'm going to offer you the full price", and he says, "Well, what are you going to put there?", and they say, "None of your business. I'm holding it as an investment."

Mayor Via stated but the city doesn't have an obligation to sell to them, correct, as the owner?

Mr. Forte stated he would have to ask Marta. If somebody offers a full price, are we obligated to sell or do we have the right to "not" sell it?

Commissioner Penny stated he thinks we can say no and he thinks it would be wise to actively pursue our ability to amend smaller lots for PUD's in the meantime. He thinks that's just a powerful tool whenever it comes to rezoning a property for the city. It puts piece of mind of what is actually going to be there. Whether for this parcel or for one in the future.

Commissioner Currie stated, Joe, I feel as though if we need to pursue the PUD avenue but also, if we're not going to be able to accomplish that with this particular property, we may want to put some restrictions on it because I do believe that because of the MG and because of some of our other establishments along Riverside Drive, we're going to need to do that.

Mr. Forte stated this parcel is directly across from Marina Grande's main entrance.

Commissioner Currie stated, right.
Mr. Forte stated and one of the options that the city has told the people at Marina Grande if they don't want to see something undesirable there, buy it.

Commissioner Penny asked what's the value? What is the city listing it for? (Marta stated from the audience, $98,000).

Mayor Via stated $98,000 for the record.

Commissioner Currie stated that's the route that she would prefer to go. They need to be a little bit more particular about what goes in down there.

Mr. Forte stated if they would go back and look at the email he sent them, it has a number of uses that the Commission may want to consider and they can let him know what they think they would support or not support.

Commissioner Currie stated, okay.

Mayor Via asked and then send it to the Board of Planning and Appeals?

Mr. Forte stated if they would let him know then Mr. Walker and himself will work something up and bring it to the Board of Planning and Appeals for a recommendation.

Commissioner Danio asked, didn't the city have a roofing place in that same building?

Mr. Forte stated no, that's on the corner. This is a vacant piece of land.

Commissioner Danio stated he agrees with Commissioner Currie. He doesn't want to make Marta's job any harder but he's thinking the city should be careful what they put there too.

Commissioner Johnson stated he kind of likes the motorcycle place; they're in the same plaza/building that Newkirk Engineering is in Ormond Beach right now, nice clean business. He thinks they would have a good future there on Riverside Drive but we don't know it for sure and depending on whether or not you want to know for sure, the Commission has to make a decision one way or the other.

Commissioner Currie stated the problem she has is this may be a classy business but maybe they want to retire in five or ten years and now they are going to sell it then the city has no control. That's her concern. The business that wants to go in there may very well be just fine, classy, everything's inside, no problems but she has to think down the road of what may happen and protect that.

Mr. Forte stated he just doesn't want the Commission to get any negative feedback of you had the opportunity to control this gateway area of the city and you didn't do something to limit…

Commissioner Currie stated she thinks it would be a mistake if the Commission didn't.

Mayor Via stated what he is hearing is they can go ahead and send this to the Board of Planning and Appeals and let them go through it with a fine tooth comb and give the Commission their recommendations and the Commission discusses them here and they can decide. The Commission can go Commissioner Penny's route, which I see a lot of benefits to, or Commissioner Currie's route so that we can decide that and if we don't agree with their uses we can certainly change those but I don't mind doing that.

Mr. Forte stated he is going to go ahead and talk to Marta about potentially pulling that from the sale list until it goes through that process.

Mayor Via stated he wouldn't mind keeping it up unless the city has an obligation to sell if they have an offer.

Mr. Forte stated he would hate to get an offer in and they tell somebody…

Mayor Via asked but what if they get a great offer? The city may want to just entertain it. Staff can just have that conversation. Marta's the professional. So, Mr. Forte has his direction.

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Mr. Forte stated staff applied for a COPS Grant. Originally, they were going to put in for three officers at 75% and then at the end of three years they would have to absorb the full cost of those officers. As staff dove into the details of how that actually works, that 75% is a maximum over a three-year period. When staff calculated it out, for the city, when they take the salary, benefits, etc., it comes out to about 59% of a match and the city would have to cover the other 41%. It's a little bit more rich than they thought. He asked the Police Chief and Deputy Police Chief to put in for two positions rather than three and then the city would fund that…they can spread how they do the match and they can weigh it at the end. They can do a lesser percentage in the beginning and a higher percentage towards the end, which is what staff put in for. He just wanted to make the Commission aware of that. They put in for two officers. This will come back to the Commission should they get approved for the grant and the purpose of these officers is primarily for traffic enforcement for speeding, etc. They just don't blend into the regular shift. They have to be used specifically for traffic enforcement. If the city gets awarded, he'll have two additional officers that will be out there on a shift doing traffic enforcement that the regular officers won't be handling, they'll be doing the other details. He just wanted to make the Commission aware of that as they put that application out there.

a.

Traffic Signal Maintenance and Compensation Agreement - Contract No. ARY79 and Task Work Order 19-20

(Requested by Valerie Manning, City Clerk)
This was for informational purposes only.

* * *

B. City Attorney Comments
Not present.

C. City Commission Comments
Commissioner Danio resigned from the EVRWA effective immediately.

Commissioner Penny made a motion to ***APPOINT Commissioner Penny Currie to the EVRWA****, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

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The Commissioners spoke about the COVID-19 and thanked staff for the steps that are being taken to help the citizens and employees. Commissioners thanked Marta for helping to sell a couple of the city's properties.

Commissioner Penny mentioned about the free Doctor on Demand for the kids that attend HHK-8 school and encouraged everyone to look into that.

Mr. Forte let the Commission know that he did speak to the County Manager and he suggested that the city stay in contact with the TPO; will let the Commission know if he receives anything further from the County.

D. Mayor's Comments

1.

Appointment of a River to Sea Transportation Planning Organization (TPO) Representative

(Requested by Valerie Manning, City Clerk)
Commissioner Penny *made a motion to* ***APPOINT Commissioner Roy Johnson as the City's TPO Representative and Mayor Chris Via as the Alternate***, seconded by

Commissioner Danio.

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mayor Via mentioned the Elected Officials Roundtable meeting and they briefly discussed the COVID-19 issue and gave an update of that meeting; relief funds; League of Women Voters.

Mr. Forte spoke briefly about the COVID-19 issue and what the city is currently doing to keep everyone safe and aware of what is taking place with the COVID-19 and is working with staff and Finance Department to have things in place as this goes forward and the protocols that are being put in place.

* * *

9. ADJOURNMENT

The meeting adjourned at approximately 8:20 pm.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 16, 2020

City Commission Chamber **Special Meeting** **4:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. DECLARING A LOCAL STATE OF EMERGENCY

Mayor Via opened public participation.

Heidi Heller, Holly Hill, wanted to be sure that Mr. Khoury, Public Works Director, has topped off all the chemicals needed for water and sewage.

Mayor Via closed public participation.

Mr. Forte stated this put this emergency ordinance together with one reading. He spoke to Attorney Simpson and typically they do these by Resolution but Ormond Beach did it by Ordinance. It's an Ordinance that the city will pass as an emergency Ordinance; it does not have to be codified like the other ordinances typically do. He will read it into the record and they can go through any specific points within it as part of their discussion and at the end he has some other items that the thinks they should talk about in addition to this Ordinance. This Ordinance is presented as a first and only reading.

ORDINANCE 3025

AN ORDINANCE RECOGNIZING THE DECLARATION OF A PUBLIC HEALTH EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE OF FLORIDA INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF A LOCAL STATE EMERGENCY ISSUED BY VOLUSIA COUNTY, AND BEING EFFECTIVE THROUGHOUT

VOLUSIA COUNTY INCLUDING THE MUNICIPALITIES SITUATED THEREIN; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF HOLLY HILL, AUTHORIZING THE EXERCISE OF EMERGENCY MANAGEMENT PROCEDURES IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF HOLLY HILL AND MEMBERS OF THE GENERAL PUBLIC; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Via opened public participation. No one spoke.

Commissioner Currie made a motion to ***APPROVE FIRST AND ONLY READING OF EMERGENCY ORDINANCE 3025****, seconded by Commissioner Johnson.*

PASSED, 5-0.

Mayor Via wanted to discuss the issue about disconnecting utilities and asked Mr. Forte for clarification on that.

Mr. Forte stated he has a number of things he'll run down. Some of it he already sent it to the Commission in email conversations that they've talked about before. The schools are closed this week for Spring Break and they are closed next week as a result of the State of Local Emergency. The city isn't allowing children to come to work. If there's a parent or an employee that needs to stay home with their child, they will have to stay home and use their accrued leave to do that. With the sick leave, they've agreed that if an employee is out because they're either sick or for any other unrelated matter, they would use their sick leave or accrued time or if somebody does have the COVID-19 virus, staff decided that if they ran out of time and they didn't have any time on the books that the city would front them up to 40 hours that they would have to pay back. There are some cities that are adopting a policy that says if you're an employee that has confirmed COVID-19, that those agencies are giving those employees up to 14 days off without having to use their accrued time. He hasn't had a chance to get through all of the details with what the Federal Government is doing in terms of the Presidential National Declaration. He doesn't know how that gets reimbursed yet. Typically, the private sector will try to get reimbursed through the Federal government or through tax credits. Generally, the city files under Category B through Florida Department of Emergency Management basically going through FEMA that if the city spent money paying employees to be out because of the COVD-19 virus or the city made purchases for equipment or they had to bring in additional staff because somebody was out that had to cover overtime for that, the city has to go through that same FEMA reimbursement process with this. He hasn't figured all that out yet. There's so much documentation that's coming in that it's overwhelming and inundated with the amount of information that's coming in. At this time, our administrative policy is that people will use their accrued leave and if they don't have leave, the city will allow them to go negative up to 40 hours that they would then reimburse the city for. The standard was not to attend meetings in an excess of 250, that's been reduced to 100 today that was reduced to 50 and now from what he understands that number has been reduced to 10. If that is in fact the case then the city should cancel all of their events at Sica Hall and our events at the club house because those will have gatherings of at least 10 people in some of those cases. So, the staff will go ahead and make that change. They will, like they do during a hurricane disaster, they will not turn water off and they will do that through the

Attachment: Minutes - March 16, 2020 - Declaring A Local State of Emergency Meeting (2868 : Minutes) month of April. They will require that all, late fees and penalties be applied at the time people who may not be paying now, they will have to pay that when that comes about. He will tell the Commissioners that the City of Ormond Beach made a comment that they would look at that on a case-by-case basis if somebody that is claiming a COVID-19 hardship, they will evaluate that on a case-by-case basis to determine as to whether or not they would waive those late fees and penalties. If for some reason the city operations come to a stop, where they refuse the public from coming inside the building, city staff will continue to come to work. They will clean their work spaces, they'll sanitize whatever they can, they'll catch up on work that needs to be done but we're not just going to shut down operations for people to go home, unless it reaches to that level. They've talked about the opportunity for telecommuting. There are only a certain number of employees that have the ability to telecommute, meaning doing their work from home. Scott from IT said that he has the ability to set some people up for that. There's not a lot of people that can do that. He's sure some folks in the Finance Department and HR, IT; there's some employees that can do that and his concern with those scenarios is the fairness factor. Well, you have certain employees that are allowed to work from home and be compensated and others that would go home and not be able to work from home and lose time. He's trying to keep that playing field level and not allow telecommunicating unless absolutely necessary and what he means by that is and he'll use the Finance Director as an example. If the Finance Director comes down with COVID-19 and he has to keep her out of the office for two weeks, he may need to compensate her to work from home. That's a specific example of it's easier for him to compensate her to do some work from home than to say, "stay home for two weeks and don't do anything", and that sets us very far behind. That's just an example of that. With the public restrooms, at this time, his concern is, shutting the public restrooms; the other cities are not closing their public restrooms. Holly Hill might limit the number of public restrooms that we keep open to one male and one female in the parks that have multiples so that they can be cleaned. His concern is if they close all the public restrooms, where are the people going to go that use them? And if he closes them, they're going to use the streets or the parks. He's a little bit concerned with that. The parks, in general, will remain open. Some people are going to want the fresh air to be out and to be able to be in the sunshine for a little bit. He doesn't anticipate that they will be closing the parks but again, that's going to be subject to what happens around the city and what the conditions are. He is going to encourage people to not come to City Hall. There are many ways that they can pay their utility bill. If they can pay it online or drop a payment in the mailbox out front, that's what staff is going to encourage people to do to try and avoid contact within the city. Each department employee is working to keep their work stations clean. He's asked them, the Commissioners have seen the email to try and keep their desk areas clean and keep them wiped down as often as possible. They have two areas that are visited most by the public. One, is Utility Billing area and those employees are behind glass and they do come out and wipe that area down periodically throughout the day and the other area is in the Planning Department where the employee behind the desk is open and exposed to people coming in and he gave the employee last week of operating in the Utility Billing Department behind the glass and he knows that's not something she's super excited about and this time, we'll leave things the way they are but if it looks like the cases in Volusia County are increasing, he may go ahead and shut that office down and ask the Planning Tech to work out of the Utility Billing Department and stay behind the glass so that he only has one point of contact when people are coming into City Hall and it will lessen the areas where they need to sanitize and keep clean. With that, he thinks that's all he has to report or talk about and will answer any questions the Commission may have.

Mayor Via stated a couple of things. They briefly spoke about cancelling the next City Commission meeting on March 24th, now in light of the fact that they're can't be more than 10 people gathering, can you, Mr. Forte, go over everything that's on that agenda.

Mr. Forte stated the only thing that's on that agenda right now are the minutes from the previous meeting, an MOU for ELVIS for the PD, which is not time sensitive, and a proclamation for Water Conservation Month. There are two nonessential items that are on that agenda for the 24th and they can be delayed if the Commission would like to cancel that meeting.

Mayor Via stated okay, they can discuss that. There was also a Resolution passed in New Smyrna Beach today about remote attendance of Commissioners. For instance, what NSB is looking at is we're not allowed to call in, necessarily, to make a quorum but since it's a State of Emergency, if three of the Commissioners come down with the COVID-19 virus and can't be here, it may be prudent to be able to pass a Resolution like NSB did which would allow them to make a quorum by calling in "if", and you can only do it "if" you were tested positive for the COVID-19 virus to be able to make that quorum in case they needed to make a decision quickly. Mr. Forte and himself talked a little bit about it and Mr. Forte isn't sure about the legality of it.

Mr. Forte stated he's not sure of the legality of it. When it came up on his conference call last week out of the City of New Smyrna Beach, he sort of questioned it and their response was well it came from their city attorney. The communication that he read was that a public meeting still has to remain public and they have to have a quorum present in order to perpetuate that meeting. He doesn't have a problem, Mayor Via, if he wants him to read this Resolution. He doesn't have a Resolution prepared. He can read this Resolution from New Smyrna Beach into the record in Holly Hill format for the Mayor to open to the public and take action on and then he'll just write it and we'll have it signed this afternoon that if in the case the Commission needs to do a telecommuting Commission meeting, at least they will have a Resolution in place, if they need to. If it's not legal and they can't then they can set it aside.

Mayor Via stated and it would only be during the State of Emergency as he understands it. He talked to the Mayor of New Smyrna and he questioned the legality of it and the Mayor of New Smyrna said, "Common sense has to weigh out sometimes and if there's a decision that comes up in an emergency situation and three of the Commissioners have it or whatnot then it's prudent to do that and then fight the legality of it at a later time and hopefully, common sense will win out." Mayor Via stated he would be interested in hearing Mr. Forte read through the Resolution and then the Commission can discuss it and see if they want to pass it today.

Mr. Forte read the Resolution title into the record:

A RESOLUTION OF THE CITY OF HOLLY HILL APPROVING THE REMOTE ATTENDANCE OF ANY MEMBER OF THE CITY COMMISSION FOR ANY CITY COMMISSION MEETING SCHEDULED DURING THE EXISTING STATE OF EMERGENCY DUE TO COVID-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, Governor Ron Desantis passed Executive Order No. 20-52, declaring a State of Emergency throughout the State of Florida due to COVID-19; and

WHEREAS, COVID-19 is a severe acute respiratory illness that is rapidly spreading throughout the world; and

WHEREAS, eight counties in Florida have presumptive positive cases of COVID-19, including Volusia County with two; and

WHEREAS, it may become necessary for a member of the City Commission to self-quarantine in order to prevent the spread of this illness; and

WHEREAS, a member of the City Commission should be able to attend and fully participate in any City Commission meeting scheduled during this State of Emergency by telephone or other appropriate electronic means to help mitigate the spread of the illness in this community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1: The City Commission finds that the existing State of Emergency due to COVID-19 is an extraordinary circumstance and approves any individual Commissioner member's request to attend and participate in the City Commission meeting by telephone or other appropriate electronic means because of a need to self-quarantine as a result of COVID-19, as necessary, during this declared State of Emergency.

SECTION 2. This Resolution shall become effective immediately upon its adoption and shall expire on the same date as Executive Order Number 20-52.

Mayor Via asked if any member of the Commission has any questions about the Resolution.

Commissioner Penny stated he said it makes common sense but he doesn't think it's going to pass the legal threshold.

Commissioner Currie stated and that would be her issue. It is common sense and she doesn't mind moving forward with it, however, if the find out from Attorney Simpson it is not legal than she would just like it to…

Mr. Forte stated historically, when this has come up, we've always been told that a Commissioner needs to be present during a public meeting because you never know if a Commissioner is being coerced at home on voting on a certain item. That's what's always been explained to him. Hopefully, they won't get there. Again, they have those two items on the March 24th agenda; if they want to keep that meeting they certainly can, if they want to postpone or cancel that meeting.

Mayor Via stated speaking about this remote attendance, there's no harm in passing this today and then send it to Attorney Simpson.

Mr. Forte stated they can pass it and if it's not valid they can…

Mayor Via stated then they just won't call for a telecommunicating meeting.

Mr. Forte stated and hopefully, none of the Commissioners will need it.

Mayor Via stated, correct. Mayor Via asked for a motion to pass the Resolution as read by Mr. Forte.

*Commissioner Danio made a motion to **APPROVE Resolution 2020-R-13**, seconded by Commissioner Currie.*

Mayor Via opened public participation.

Heidi Heller, Holly Hill, clarified the Executive Orders number to Mr. Forte.

Mayor Via closed public participation.

Mayor Via asked if there was anyone opposed to cancelling the March 24, 2020 City Commission meeting due to the new guidelines? There was ***consensus*** to cancelling the meeting by the Commissioners. Mayor Via stated if something time sensitive comes up, please let him know and then they'll discuss if they need to call that meeting. It's going to be tough though if there's only 10 people allowed. How are they going to be able to have a Commission meeting.

Mr. Forte stated he would say the first 10 in the meeting stay and everybody else doesn't. He can limit staff's participation.

Commissioner Penny stated there's 9 of us up here.

Commissioner Currie stated she would rather just cancel a meeting than keep people from coming to a meeting. She will not go for that.

Mr. Forte stated they don't know how long this COVID-19 is going to last, they don't know how severe it's going to get. He will tell them in that, even with his frustration with the conference calls, we're not consistent with in each of the cities and what they are doing. It's all going to be play it by ear and see what the conditions are and then deal with it as we have facts.

Commissioner Currie stated and it's very fluid too.

Mr. Forte stated it's very fluid. The State of Emergency the Commission passed gives him a certain amount of flexibility in what he can and can't do. He's been through a lot of these Emergency Declarations, haven't had a pandemic under his belt yet but we'll take it one day at a time and we'll make the necessary changes that they need to, to keep the public as safe as they possibly can and keep their employees as safe as they possibly can.

Mayor Via stated he had a question for him or for Deputy Police Jeff Miller and Fire Chief Bland. When our first responders come in contact with someone who has symptoms is that documented and then traced back to the State to see if those people are being watched already?

Mr. Forte stated he will have to ask Fire Chief Bland to answer that part of it but from a response perspective the nurse dispatchers while they are on duty are asking additional questions of the people that are calling 9-1-1 and based on that criteria, the first responders, although they are well protected with their protective equipment that they're supposed to be wearing, they will be able to make better decisions. He knows some agencies where the fire department is no responding to these types of calls, which puts the burden solely on the transport agency to have to deal with but he knows that the Medical Director had a conference call with the Chiefs today.

Fire Chief Jim Bland stated yes, they had a conference call with their Medical Director as well as with the Volusia County Health Department. The way it works right now is that, they have a nurse triage out at dispatch. When a call comes in they run through their list of questions and that either will or will not get a full response depending on how they answer those questions. They are looking at expanding that program right now, 7:00 AM - 7:00 PM, Monday through Friday; they are looking to extend those hours for that program to make it more efficient for us in field. He doesn't feel that they should be responding to flu calls. If they are wanting transport, only the transport unit can go. It's a non-emergency call. That in any other time, would only get that single unit but in this time it's getting a two unit response so they are looking at fixing that tomorrow.

Mr. Forte stated and that's a pre-existing response that we already had.

Chief Bland stated that's a pre-existing response, yes. If you call in with general illness; if you called in February with a general illness and you wanted transport to the hospital, they would have only gotten the ambulance but they hurt themselves by asking too many questions because one of the questions they are now asking is they are trying to figure out if they have the COVID-19 virus, is if you're short of breath. If you're short of breath, it triggers another car that says this triggers another type of response, which now gets the fire response as well. So, they are looking at fixing that tomorrow. Over the weekend, yesterday, the Fire Department had a call on Espanola that was a possible COVID-19 patient due to her granddaughter supposedly having a positive test. It turns out this lady just wanted to go get tested for no other reason than to just to be tested. The Fire Department will get notified on the front end if they've been tested by the State of Florida. Now they have private lab testing's if the test goes to QUEST of LabCorp they don't link up to the State for possibly 48 hours. If they're tested by the State the local health department knows immediately. So, the Fire Department would get that information immediately. This lady yesterday, she wasn't even tested. She went to Halifax, didn't get tested at all because she didn't meet the actual criteria to be tested. Had it been a positive patient, the Fire Department would have known immediately, well they would have known today that that patient tested positive, negatives the Fire Department doesn't hear about so they just kind of go away. If they know about it and they are on this list of how ever many people have it, he thinks its six right now that are confirmed, the Fire Department has a blurb in their dispatch notes and he just got a phone call, for anybody that's going out with flu-like symptoms, which they just had one while he was here, they got a call from dispatch saying, "your unit is responding to a flu-like symptoms call just so you know." They're working through it. They have another conference call with the Health Department and the EOC and Dr. Springer on Wednesday, the Fire Chiefs meet tomorrow to go through and kind of fine tune our requests. They do know; they'll know after the fact though in 24 hours.

Mr. Forte stated let him play this out to the next level of our first responders, whether it's police, fire or the transport agency comes in contact with a patient with flu-like symptoms and they get tested and four days later we find out that the patient tests COVID-19 positive…

Fire Chief Bland stated they would know that the next day.

Mr. Forte stated, okay.

Mayor Via stated he thought the testing took four days.

Fire Chief stated they were told it was the next day.

Mr. Forte stated so once they find out the patient tested positive, does that trigger an automatic quarantine of the first responders?

Fire Chief stated it triggers a self-quarantine, yes.

Mr. Forte stated so he's going to lose employees for 14 days?

Fire Chief stated, possibly. They still weren't clear on that…or if a test comes back negative. So, say Deltona had one today, the three responders on the truck all came down with the exact same thing, time and with the exact same symptom's they were told to self-isolate and this was this morning. Well, when they get the results back from the patient they transported, if that patient's results are negative, does that mean those people kick off self-quarantine and they don't have the answer to that yet. There's a whole lot of stuff still up in the air that first responders don't know the answers to and hopefully, by Wednesday they will have all of the millions of questions answered.

Mayor Via asked did you say that Espanola call was yesterday?

Fire Chief Bland stated yes, it was yesterday.

Mayor Via stated the Sheriff released some information on what cities were being watched and suddenly yesterday…

Fire Chief Bland stated he was on the conference call today.

Mayor Via stated so suddenly yesterday, the Holly Hill popped up as a location.

Fire Chief Bland stated Espanola is in the County, so it's not the city. The County responded to that call because they are closer.

Mayor Via stated, okay.

Commissioner Currie asked isn't there a means for our emergency personnel? She doesn't know how much the mask would help at all with them responding, either police or fire.

Fire Chief Bland stated our goal is to not respond.

Commissioner Currie stated so that's what we're going to try not do.

Fire Chief Bland stated if we do have to respond, we have certain guidelines from our Medical Director. In our case, we would be contacting that patient…because we would only be going there for flu-like symptoms. We're not going there because some dire medical emergency…

Commissioner Currie stated so, really you don't need to be there.

Fire Chief Bland stated they wouldn't have contact with us. We would speak to the them through the door, we would see if there was an underlying medical condition, if there is an underlying medical condition above flu-like symptoms, one of us is going to go in and the rest is going to wait outside. They're going to do their survey and their assessment inside the house and something new for this, we have the ability to refuse transport for the first time ever where we can say, "you will not be transported." So, this lady yesterday, if it were to happen tonight, we could go to the lady yesterday who says, "I want to go to Halifax to get a

COVID-19 test." We could have said, "You're not going to go in the ambulance." In the past, we were required to transport them because they simply asked to be transported. That's gone out the window as of today. So, we can say no and that we will notify the health department and the health department will be in contact with you. There are talks today of coming up with a, kind of like a chase car, where EVAC would provide field personnel and not a transport unit and go on the flu-like symptoms call and they would simple arrange for the health department to get in contact with that person and that person never leaves their house. They would be given a set of instructions. If it's just the flu-like symptoms, you're fine just staying at your house and they will be contact with you.

Commissioner Currie stated, okay. Good.

Fire Chief Bland stated that's where they are today. They will know more tomorrow.

Commissioner Penny stated he was contacted by some people represented by *Heroes Hope* who are here today. Their concern is feeding the school kids. There are 95% free and reduced kids for lunches at the Holly Hill school and he received an email from the school board today that they will be setting up bag lunches but his concern is it's from 10:00 am to 12:30 pm; a 2.5 hour window where if I'm a working person I'm not going to take my lunch hour and go get a bagged lunch for my kid. He called their Principal and he's gravely concerned that they are distributing food on campuses but not at our Holly Hill school. Most of our kids are walkers or bikers, they gladly would participate. The Principal has reached out to the District and is awaiting a response but when you look at the list it looks like it's a done deal. Commissioner Penny stated he doesn't know what to tell these gracious volunteers here today from *Heroes Hope* to do or who to put them in touch with but it's a concern that we have. Two of our local businesses, as he understands, are feeding kids for free; Gina's and Olive. There may be others. Sorrento's may be feeding kids for fee. It is a concern. The good thing is that, hopefully, this is Spring Break and hopefully, the parents have made arrangements to feed the kids that get the school breakfast and school lunch this week, which gives them five or six days to figure it out for next week but he's sure there are some hungry kids out there. These guys from *Heroes Hope* showed up today.

Mayor Via asked if Commissioner Penny knows if UBIC is still carry on their…

Commissioner Penny stated the pantry hasn't been closed as of yesterday.

Commissioner Danio and Currie stated the school is closed.

Commissioner Penny stated and that brings up a bigger issue. A bunch of people are going to go vote tomorrow. How would you like to be a poll worker? UBIC is one of the city's polling precincts. It's a complicated issue. *Heroes Hope* are here and they packed a couple of hundred lunches today.

Mayor Via asked for *Heroes Hope* to come forward and briefly speak about what they do and what they can do to help the community.

Michael Hoskins, *Heroes Hope Network*, 315 Scotland Drive, Holly Hill gave a brief description of what it is they do. He was delivered about 13,000 serving sizes food by an organization and he is prepared to go out into the community and distribute these. He brought some for the police and fire departments that they can fit into their vehicles and they can distribute them if a call comes in. They're very easy. He has rice and beans, where all you need is hot water. They're precooked and then dehydrated so they will cook up fast, he has oatmeal that will cook up fast and macaroni and cheese. They are all prepared and dehydrated so they just have to add hot water. On that list that went out, Holly Hill did get left off. Holly Hill has 95% free and reduced lunches for kids. He is prepared to drive around in his truck all day if he has to and knock on doors and deliver meals. It would be a great help if they had the police officers and the fire department on board with this because these are really easy meals that can be just throw in their trunk and each packet has four servings in it.

Mr. Forte stated Commissioner Currie brought this to his attention and he made a phone call to the school and he's waiting to get a call back as to why Holly Hill school got left off the list. This is a very honorable action that Mr. Hoskins is taking but it presents a logistical concern for him and he would rather somehow coordinate this, other than Mr. Hoskins just driving around. There's got to be a more effect and efficient way of handling that. He doesn't know what it is yet but if he leaves him with his name and number, he'll get it figured out. Give him a day to figure it out and he will see what they can do. Mr. Forte asked where did these meals come from?

Mr. Hoskins stated the name of the organization that brought these meals to him is called "Hunger Fight" and they are all prepackaged. They are boxed up very easily and stackable. They are in sealed packets.

Mr. Forte asked how does he know these are good meals and they are not contaminated meals?

Mr. Hoskins stated well, I guess you don't but how do I know that every kids out there is going to eat.

Mr. Forte stated he can almost promise him, every kid out there is not going to eat. What I can't promise you is what we're giving them is safe.

Mr. Hoskins stated this is a legitimate organization. They can research that it has been going on…they just did over a million meals and served them into the community. They just did a big event in Georgia. Technically, they weren't supposed to bring them to *Heroes Hope* because we didn't do an event here in Holly Hill but they saw that we're actually doing it. They brought the meals to *Heroes Hope* so that the food can be distributed in Holly Hill.

Mr. Forte stated give him until tomorrow. If he can get it logistically coordinated where these students or the parents of these students or children of any age can somehow filter through a pickup kind of scenario.

Mr. Hoskins stated that's the problem though, trying to get them to a pick up spot. Not all of them are going to be able to access a pickup spot.

Mr. Forte stated maybe multiple locations.

Commissioner Penny stated they just cancelled their next Commission meeting. How logistically, Mr. Forte, if this thing is still the same or worse. Does the Mayor need to call another special meeting to then cancel the next meeting if it needs to be cancelled.

Mr. Forte stated the Mayor has the right to cancel a meeting. They're only required to have one meeting a month. Their cancelling the second meeting in March, they have the ability to cancel the first meeting in April, which Ormond has cancelled to April 21st.

Commissioner Penny stated he doesn't know if it would be prudent to plan for that and then if it's better they hold the meeting but he's sure it would help staff in preparing for that next meeting that may never happen. If they plan to cancel the next two in a row and if some pressing matter came up and this thing instantly vaporizes, they can have their meeting. He just thinks it's best to prepare for the worst. In four weeks they should have a lot more better of an understanding of what's happening here.

Commissioner Currie stated and she believes that's a good idea because that would then free up those employees instead of trying to work on an agenda for a meeting they probably won't have, they can be working on issues of today's current events.

Commissioner Penny stated if something pressing comes up and a land use has to be scheduled for this or that to hit a deadline, the Mayor can always call a special meeting.

Mayor Via stated he would like to keep the meeting open, to be able to have the meeting. Maybe in two weeks they found out this is starting to go down, hopefully, and then they can still hold a meeting but certainly, he can cancel it on a dime if that's not the case.

City Clerk Manning reminded the Mayor he needs to give the public a 12 hour notice.

Mayor Via stated and we give much more than that. Mr. Forte, what do you think about cancelling the first meeting in April? Or should they play it by ear?

Commissioner Penny stated he just doesn't think it's going to be any better in two weeks. It's an arbitrary date that; it's going to be worse.

Commissioner Currie stated the problem is, a large majority of people are not listening to the social distancing as they should be and "that's" what is going to continue this increasing. Once we all figure out social distancing, is what we need to do for a little while, then I believe they will see a decline but not until then.

Mr. Forte stated people are treating this like it's a hurricane coming next week. The problem is, it's not going to come just next week.

Mayor Via stated that's a good point.

Mr. Forte stated they've heard a low run on toilet paper, grocery stores are being wiped out of food, although they've been told there's no shortage of trucks going back in and supplying these supermarkets. Now there's word that gas is going to become short. They have to think smart; not hoard but you don't need…you taking ten cases of toilet paper to prevent someone from getting one is not the right thing to do. These supermarkets have indicated that they are going to continue to keep their supplies up as long as the supplies are there, they're going to keep continuing to do it. As for the meeting, he doesn't have a problem keeping the meeting on the schedule and then cancelling it. It doesn't matter one way or the other to him. They cancelled the March 24th meeting, that's fine. The April meeting…you will find out that business is going to slow down. People are going to slow down, business is going to slow down. People are not coming in here to do a land use change during this time period, there's not a lot of public hearing items that are going to be coming forward.

Mayor Via stated, right. And that actually brings up a big point. If they did have a public hearing then it goes to Commissioner Penny's cancelling the meeting because you want as many people for that public meeting as possible and there is still the ban on only 10 people in a room.

Commissioner Currie stated, right.

Mayor Via stated they do have live streaming but they can't comment from live streaming.

Commissioner Currie stated and that's the problem.

Commissioner Penny stated he thinks these other cities are holding people outside of the Chambers and have them come in one or two at a time when items come up.

Commissioner Currie stated but the problem is, outside the Chambers…

Mayor Via stated they're even closer. What about this, about a week ahead, Mr. Forte and I will look at what's on the agenda and what the circumstances are around and then they will make that call. Let's not cancel it today but let's wait a week or so and see how this all plays out and then we'll go ahead and cancel it if needed. Especially, if there's only going to be able to be 10 people here because that's taken up by staff almost immediately.

Commissioner Currie stated she would like to make sure what the Police Department is doing, what measures they are able to take and what needs they may or may not have for protecting their officers.

Deputy Police Chief Jeff Miller stated the City Manager, Chief Aldrich. Lieutenant Yates and I talked about some things we are doing, especially, with the records department, they've suspended their fingerprinting, they are limiting the interaction of personal information coming through the door, our officers were given sanitizers, we've directed them to have limited contact with people, they've suspended our traffic enforcement that the FDOT grant. Basically, we want the officers to talk to people outside and not in the lobby or in their house unless it warrants it. As Fire Chief Bland said, we'll know if someone is a documented COVID-19 carrier and then at that point, the dispatcher will let them know and then they will contact a member of the command staff to receive further direction.

Commissioner Currie stated yes, it's being documented in your calls as well, right? The information?

Deputy Police Chief Miller stated from what he understands.

Commissioner Currie stated she doesn't know about the fire side but from what she understands, the police system is being documented in the calls. The police department or officers don't have any needs that the Commission needs to hear about?

Deputy Police Chief Miller stated, no. Not at this time.

Commissioner Currie stated, okay.

Deputy Police Chief Miller stated the jail…he guesses there was a rumor going around that the jail isn't taking people. They are taking people but if they're on the CDC list and they are exhibiting the COVID-19 symptoms then they are going to take a look at that but they are taking people to the jail.

Commissioner Currie stated actually, Forrest took a prisoner out there today and they actually took their temperature and she doesn't think he was on any list or anything. She thinks they have bumped up a little bit better on what they're doing.

Deputy Police Chief Miller stated they are and he talked to the Director this morning because their staff wasn't, their information wasn't being communicated properly because that Correctional Officer told our Police Officer he's lucky he didn't have a fever, the arrestee, or he would have had to ship him out to the nearest hospital and get tested. According to the Director out there, that's not true. They bring in the nurse and they go into more standard things as far as questions.

Commissioner Currie stated Mr. Forte, she wanted to make sure that the city has enough sanitizing supplies or at least we're ordering what we can.

Mr. Forte stated they have supplies on hand. Antoine has been speaking with janitorial companies that if the city needs to bring in a third party because we had an exposure confirmed case in any of our buildings, we would bring in a company and they would decontaminate or sanitize the facilities. Staff has looked at a couple of other pieces of equipment. Some are very expensive, $16,000-18,000 and other equipment that's a couple of hundred dollars that they may be able to use in certain areas if we need to for decontamination. As of now, our supplies are okay.

Commissioner Currie stated she's just concerned that if we're still bringing people into the building, that our staff, that we're taking every measurement possible, she wants to make sure that we are keeping our staff safe and healthy.

Mr. Forte stated as much as we possibly can.

Commissioner Currie stated, okay.

Mr. Forte stated but the only reason somebody needs to come into this building is to submit documents into the Planning Department or pay a utility bill. If they make it to where they can pay their utility bill in the drop box, because the city is not going to turn off their water if it's a day late then he can eliminate the number of people…he can talk to Stella about the timing of that but he doesn't want to close City Hall. He doesn't think they're there yet. To close the doors of City Hall and say the public's not allowed in.

Commissioner Currie stated she wants to make sure we're taking every measure possible because they're stuck here. They have no choice. We're saying you've got to work so we should be protecting them as much as possible. She wants to also make sure of any measures that need to be taken for our citizens and businesses. Her concern is, right off the top of her head, any businesses that have a large volume of customers. Now they're saying 10 people or less, the city needs to look at that and see if we, as a government, need to look at putting a measure in place to ensure there's compliance with that.

Mr. Forte stated that's going to be a tough one. Some States are trying to close bars and restaurants.

Commissioner Currie stated the only thing that she likes that they're doing is they're shutting the dining. They’re not shutting them down for take-out, pickup or delivery but it’s the inside dining that they’re talking about shutting down. Now, Commissioner Danio can tell us if he thinks that’s an issue right now. He’s in the business.

Commissioner Danio stated they have delivery but no drive-thru. He heard about the cutting down the dining area. Today, Massachusetts closed bar and restaurants. Do we have to do it or are we regulated by the…

Mr. Forte stated he doesn’t think we as a city do anything like that unless it comes at the County level.

Commissioner Danio stated, okay.

Mr. Forte stated and the County level may be saying they’re not going to do that unless it comes from the State level but it makes no sense for the City of Holly Hill to order the shutdown of any businesses. If someone is going to cross the border into Ormond or Daytona to do the same business. It makes no sense but this is where he thinks that all of the cities within the County and all the Counties within the State need to communicate with each other so that we’re doing the same thing and we’re not. What happened on Friday, he thinks was horrible. We need to start communicating and doing the same thing and enforcing the same restrictions so that it’s consistent so that the public knows the conditions in this city are going to be the same conditions in another city.

Mayor Via asked was the County was on the call today with the other cities today?

Mr. Forte stated Jim Judge was on the call but the County Manager was not.

Mayor Via asked did you express your frustration with what happened on Friday?

Mr. Forte stated, yes.

Mayor Via stated because the County had to have known as well because they were with them.

Mr. Forte stated there’s always a level of deniability that they were there to announce the Declaration of State of Emergency and in the announcement with what took place in the City of Daytona Beach came after. Those are the kinds of decisions that shouldn’t be made at a press conference without the surrounding jurisdictions knowing what’s happening. It’s his opinion.

Mayor Via stated this Commission is right behind Mr. Forte. It was frustrating for him to hear it too. It could have really hurt Holly Hill.

Commissioner Currie stated she’s not trying to hurt any businesses. She’s just trying to see if there’s anything that needs to be done to help protect our businesses and citizens.

Mr. Forte stated the City Managers are going to have a conference call every Monday, Wednesday and Friday at 9:00 AM so every other day he will have an update of what the status is, what may be changing not changing, what’s being enforced and we’ll just kind of stay the course with most of what the other cities are doing.

Commissioner Currie stated, okay and can you check to see if there are any permits for any gatherings that the city has issued recently of 10 or more.

Mr. Forte stated the only thing they have are the events they have at Sica Hall, the art show has not yet been formally cancelled but it will be postponed, Sica Hall is a Council on Aging feeding location so he's going to have to talk to the COA and see how they are going to handle it, especially, with the senior population being the most vulnerable. There's no sense of the city opening Sica Hall for gatherings and putting people at risk.

Commissioner Penny asked what about the park pavilions and stuff if somebody had a family reunion with a 100 people out there?

Mr. Forte stated he doesn't think the city ever gets that many but he'll find out from Public Works.

Commissioner Danio stated they can't be no more than 10.

Commissioner Currie stated, right. That's why she wants to make sure the city doesn't have any outstanding permits where people are going to use the park for an event of 10 or more.

Mr. Forte stated you cancel somebody's permit because they wanted to rent the pavilion is not going to stop them from coming there.

Mayor Via asked but does it negate any of the city's responsibilities would have if someone came down and said the city let us do it.

Commissioner Penny stated they're going to do it anyways unless they shut the parks down.

Commissioner Currie asked Mr. Forte if he will keep the Commission in an email loop about the feeding…

Mr. Forte stated yes, he will let them know whatever he finds out. He doesn't want to inundate them with a number of emails because we get emails on COVID-19 from everybody from the local bank to FPL; there's too much information. It just becomes overwhelming that what happens is you start to delete it. A message is going to come across that you needed to read and you deleted it. He doesn't want to overwhelm the Commission with information that you may delete it and he said he sent it to them. He only wants to send them what's important.

Commissioner Danio stated this is unprecedented for sure. At the end of the day we're going to get through it. People just need to not get over worked up and have some common sense. He appreciates staff staying on top of things. Stay the course and have a little faith. We're not in control but we'll get through it.

Commissioner Johnson stated this week, everybody should already have planned what the kids will be doing because it's been a long term plan for this week; there shouldn't be a shortage of food for kids this week then next weeks a different story because nobody knew about it until a couple of days ago. There's got to be some way to communicate with the kids to see whether or not these kids need something and where to take it too and make sure they get it. If there's 10 people or less, all the daycares need to be shut down, is that correct?

Commissioner Penny stated the Boys and Girls Club just closed.

Commissioner Johnson asked what do the people do that have to work, what do they do with the kids? That's his main concern. The biggest concern is, he thinks everybody said it, is the unknown and the trust. You don't know what is going to happen. It's like going into the military, you don't know what's over the next hill, once you get there you feel better because then you know. It's the unknown and everybody has to communicate in the right direction, in the same direction because the County Chairman and the Sheriff disagreeing and people lose their trust and that makes it more of an unknown. Once people all get on the same page and they know what's happening, they know which direction to go in then it's going to take place and smooth over a lot. He thinks they need to plan on, this is the middle of March, there may not be no more school this year. This might go up into June; you have to plan for that and hope it doesn't happen. After a week or so and people understand more about what it is and where it's going to go, some of the unknown will be out of the way. The kids are his main concern.

Commissioner Penny stated Mr. Forte, you mentioned protecting the employees in Utility Billing and the Planning Department but he's just thinking, when people enter into the building if they go to the Police Department there's the glass wall there and they go to Utility Billing and the glass wall is there but if they come to the City Clerk's office they just walk right in, if they come to Code Enforcement or come to the City Manager, they just walk in, any thought to limiting access…there glass doors, they can put a sign on all the glass doors go to Utility Billing. Maybe they can rearrange and maybe two hours a day staffs that third window to help with the other departments that are not protected. Another barrier that might help the other departments who are not protected with a glass. What makes this city great is open door philosophy. He doesn't know of any other city hall in this country where you can walk in the front door and make a left or a right and you're in the City Manager's office. There's nothing stopping someone. Just another layer of protection.

1. -2020-O-3025 <u>Ordinance</u>

   FIRST AND ONLY READING - an Ordinance Recognizing the Declaration of a Public Health Emergency Issued by the Governor of the State of Florida, Effective Throughout the State of Florida Including Volusia County and the Municipalities Situated Therein; Recognizing a Declaration of a Local State Emergency Issued by Volusia County, and Being Effective Throughout Volusia County Including the Municipalities Situated Therein; Declaring a Local State of Emergency in the City of Holly Hill, Authorizing the Exercise of Emergency Management Procedures in Order to Protect the Health, Safety, and Welfare of the Citizens of Holly Hill and Members of the General Public; and Setting Forth an Effective Date.

   (Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED AT FIRST AND ONLY READING EMERGENCY ORDINANCE [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE
2020-O-3025
FIRST AND ONLY READING - AN ORDINANCE RECOGNIZING THE DECLARATION OF A PUBLIC HEALTH EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE OF FLORIDA INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF A LOCAL STATE EMERGENCY ISSUED BY VOLUSIA COUNTY, AND BEING EFFECTIVE THROUGHOUT VOLUSIA COUNTY INCLUDING THE MUNICIPALITIES SITUATED THEREIN; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF HOLLY HILL, AUTHORIZING THE EXERCISE OF EMERGENCY MANAGEMENT PROCEDURES IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF HOLLY HILL AND MEMBERS OF THE GENERAL PUBLIC; AND SETTING FORTH AN EFFECTIVE DATE.

AN ORDINANCE RECOGNIZING THE DECLARATION OF A PUBLIC HEALTH EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE OF FLORIDA INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF A LOCAL STATE EMERGENCY ISSUED BY VOLUSIA COUNTY, AND BEING EFFECTIVE THROUGHOUT VOLUSIA COUNTY INCLUDING THE MUNICIPALITIES SITUATED THEREIN; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF HOLLY HILL, AUTHORIZING THE EXERCISE OF EMERGENCY MANAGEMENT PROCEDURES IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF HOLLY HILL AND MEMBERS OF THE GENERAL PUBLIC; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the World Health Organization (WHO) identified the outbreak of the Coronavirus Disease 2019 (COVID-19) to be a severe acute respiratory illness that can spread among humans through respiratory transmission, and declared COVID-19 to be a Public Health Emergency of International Concern and a pandemic; and

WHEREAS, the federal Centers for Disease Control and Prevention (CDC) deemed it necessary to prohibit or restrict non-essential international travel to or from certain countries, and has further recommended that community preparedness and prevention measures be implemented throughout the United States; and

WHEREAS, Governor Ron DeSantis, the governor of the state of Florida, issued on March 1, 2020, Executive Order 20-51 ("Establishes COVID-19 Response Protocol and Directs Public Health Emergency") authorizing and directing the State Health Officer and Surgeon General to declare a public health emergency in the state of Florida as a result of the COVID-19 pandemic; and

WHEREAS, on March 7, 2020, the Governor further authorized and directed the State Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 ("Emergency Management - COVID-19 Public Health Emergency"), declaring a state of emergency throughout the state of Florida for a period of sixty (60) days [said expiration date being May 8, 2020] unless extended, designating for the duration of the emergency the Director of Emergency Management to be the State Coordinating Officer, designating the State Health Officer and Surgeon General to be the Deputy State Coordinating Officer and State Incident Commander, and delegating to those officers certain emergency management powers provided in Chapter 252, Florida Statutes; and

WHEREAS, on March 13, 2020, the President of the United States issued a Presidential National Emergency Declaration for COVID-19 effective throughout the United States; and

WHEREAS, section 252.38, Florida Statutes ("State Emergency Management Act") confers to each county within the state of Florida the authority to provide orderly control and coordination of emergency operations, throughout a respective county, in periods of emergencies; and

WHEREAS, on March 13, 2020, Volusia County Council Chairman Ed Kelley declared a state of local emergency throughout Volusia County, effective for a period of seven (7) days [and expiring on March 20, 2020]; and

WHEREAS, the City of Holly Hill, as well as other municipalities within Volusia County, falls under the jurisdiction of the Volusia County emergency management program; and

WHEREAS, the State Emergency Management Act provides a municipality with authority and power to take every prudent action necessary to ensure the health, safety, and welfare of members of the general public in response to emergency crises; and

WHEREAS, section 252.38(2) of the State Emergency Management Act confers upon municipalities the authority to implement emergency management programs consistent with the emergency management programs of the state and county; and

WHEREAS, section 166.041(3)(a), Florida Statutes, authorizes the governing body of a municipality to enact an emergency resolution, or an emergency ordinance upon a 2/3 vote; and

WHEREAS, this Ordinance satisfies the requirements for the adoption of emergency ordinances in accordance with section 166.041(3)(a), Florida Statute; and

WHEREAS, the city commission of the City of Holly Hill desires to take prudent and reasonable action that is necessary to ensure the health, safety, and welfare of the citizens of Holly Hill, and members of the general public, in response to the COVID-19 emergency crises; and

WHEREAS, the City Commission of the City of Holly Hill desires to exercise emergency management powers consistent with the emergency management declarations of the Governor of the state of Florida, Volusia County, and other municipalities within Volusia County.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The forgoing recitals are incorporated herein and shall constitute the legislative findings of the City Commission; and the powers conferred herein shall be broadly construed to ensure the protection of the health, safety, and welfare of the citizens of Holly Hill, and members of the general public.

SECTION 2. The City Commission of the City of Holly Hill hereby declares a local state of emergency throughout the municipal boundaries of the city as a result of the Coronavirus Disease 2019 (COVID-19) public health crises.

SECTION 3. Permits for outdoor events and/or outdoor activities, regardless of whether or not the event or activity is to occur on private property/facilities or public property/facilities, where the gathering of people is reasonably expected to exceed 50 in number, shall not be issued for the duration of the declaration of emergency (as determined by the declaration of emergency issued by the Governor of the state of Florida, as the said declaration currently exists or may hereafter be amended, modified, extended, or repealed), except as otherwise determined by the City Manager in accordance with the authority provided in Section Six of this Ordinance.

SECTION 4. Permits for any event and/or activity that is to occur inside any public property/facility that is owned or under the control of the city, where the gathering of people is reasonably expected to exceed 50 in number, shall not be issued for the duration of the declaration of emergency (as determined by the declaration of emergency issued by the

Governor of the state of Florida, as the said declaration currently exists or may hereafter be amended, modified, extended, or repealed), except as otherwise determined by the City Manager in accordance with the authority provided in Section Six of this Ordinance.

SECTION 5. The City Commission of the City of Holly Hill further recommends that members of the general public not attend any large gathering of people, at or in any location, where it is reasonable to expect that the number of people in attendance may exceed 50.

SECTION 6. Consistent with the emergency declarations that have been issued by the Governor of the state of Florida and Volusia County, and in accordance with the authority conferred by the State Emergency Management Act, the Charter and Ordinances of the City of Holly Hill, including but not limited to Part I- Charter and related Laws, Subpart A- Charter Article III. - Appointment Duties and Responsibilities of the City Manager, Section 20, of the Code of Ordinances (authorizing the city manager to issue administrative orders, rules, directives, and regulations), and this Ordinance, the city manager is hereby authorized and empowered to:

1) Close or limit public access to any public property/facility that is owned or controlled by the city where it is reasonable and prudent to do so in the interest of protecting the health, safety, and welfare of the citizens of Holly Hill, and members of the general public.

2) Cancel and/or reschedule events that are to occur on public property that is owned or controlled by the city where it is reasonable and prudent to do so in the interest of protecting the health, safety, and welfare of the citizens of Holly Hill, and members of the general public.

3) Not issue permits, or to suspend, revoke and re-issue permits, for outdoor/indoor events and/or outdoor/indoor activities.

4) Cancel or suspend all recreational and/or leisure activity programs on public property that is owned and/or controlled by the city.

5) Issue permits for outdoor/indoor events or activities on private or public property/facilities in the interest of the public health, safety, and welfare of the citizens of Holly Hill and members of the general public.

6) Modify or adjust the work requirements, duties, assignments, and work stations or work locations of city employees in order ensure the provision of city services (including but not limited to essential city services such as police, fire, and utility services).

7) Exercise any additional powers in furtherance of this Ordinance and consistent with the State Emergency Management Act and general laws, the codes and ordinances, and the rules and regulations of the city of Holly Hill that are reasonably necessary to protect the health, safety, and welfare of the citizens of Holly Hill, and members of the general public within the municipal boundaries of the city.

SECTION 7. In accordance with the authority provided in part I - Charter and Related Laws, Subpart A, Article II, - The City Administration, Section 15. - Special Meetings; How Called, of the Charter of the City of Holly Hill, Special meetings may be held at the call of the mayor, or, in his/her absence, at the call of the vice-mayor. The city shall provide not less than 12 hours prior notice of the meeting to the public, where practical.

SECTION 8. All emergency management powers that have been exercised, and all emergency management plans, preparations, and actions that have been taken, prior to the adoption of this Ordinance are hereby approved, affirmed, and ratified.

SECTION 9. This Ordinance, including any order, rule, directive, and regulation that is promulgated by the City Manager in the implementation hereof, shall constitute a local law and shall be enforceable as such in accordance with the authority prescribed by the State Emergency Management Act.

SECTION 10. This Ordinance shall be effective on the date of its adoption and it shall remain in effect concurrent with Executive Order 20-51 ("Emergency Management - COVID-19 Public Health Emergency") issued by Governor Ron DeSantis. This Ordinance shall expire, without further action being required by the City Commission, on the date that Executive Order 20-51 expires, said date being May 8, 2020.

APPROVED AND AUTHENTICATED on this 16th day of MARCH, 2020 for first and only reading.

Enacted and approved this 16th day of March, 2020, in Holly Hill

* * *

3. ADJOURNMENT

The special City Commission meeting adjourned at approximately 5:10 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 14, 2020**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida and the Florida Department of Transportation (FDOT) for the Installation of Street Lights on SR5 (Nova Road) from 6Th Street to Flomich Street; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-15**
APPLICANT:
PLANNER:

DISCUSSION:

Amendment 1 to the existing Joint Project Agreement between the State of Florida Department of Transportation and The City of Holly Hill (AS014 1-4-16) for the upgrade of roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill, FL.

FISCAL ANALYSIS:

FDOT will reimburse the city for the initial construction costs of $152,600 upon completion of the project and the city will execute an agreement with FP&L for these costs. Future maintenance costs will be at $8,076.00 per year and will be covered by the annual existing Lighting and Maintenance agreement between FDOT and the City of Holly Hill.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment 1 to the Joint Participation Agreement between the State of Florida Department of Transportation and The City of Holly Hill (AS014 1-4-16) for the installation of upgraded street lights on SR5 (Nova Road).

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF STREET LIGHTS ON SR5 (NOVA ROAD) FROM 6TH STREET TO FLOMICH STREET.

ATTACHMENTS:

- FDOT ST Lighting Agreement AS014 1-4-16 Nova-6th to Flomich (PDF)
- FDOT Installation of Roadway Lighting AS014-Nova Rd-6th to Flomich (PDF)
- FPL-Nova-Rd-Lighting-Propsal (PDF)

Resolution No. 2020-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE INSTALLATION OF STREET LIGHTS ON SR5 (NOVA ROAD) FROM 6TH STREET TO FLOMICH STREET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE INSTALLATION OF STREET LIGHTS ON SR5 (NOVA ROAD) FROM 6TH STREET TO FLOMICH STREET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill is authorized to enter into a Joint Project Agreement with the State of Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation has requested The City of Holly Hill to execute Amendment 1 of the Existing Joint Project Agreement for the installation of street lights on SR5 (Nova Road) between 6th Street and Flomich Street (AS014 1-4-16).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of The City of Holly Hill is authorized to execute Amendment 1 to the Joint Project Agreement between the State of Florida Department of Transportation and The City of Holly Hill (AS014 1-4-16).

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of APRIL, 2020.

Original: 8/27/2015
Revised: 11/16/2015

Financial Management No.:	**Fund:** DDR **Function:** 215	**FLAIR Approp:** 088796
421705-1-58-01		**FLAIR Obj.:** 56300[illegible]
Agency: City of Holly Hill	**Contract Amount:** $105,250.00	**Org. Code:** 55054010508
Contract No: AS014		**Vendor No.:** F 596000337 001

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this ~~8th~~ 4th day of ~~December~~ January, ~~2015~~ 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT), (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2015-R-68 dated the 8th day of December, 2015, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Installation of a Roadway Lighting System within the Project Limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill", in Fiscal Year 2015/2016, said Project being known as FM #421705-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing, and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within 24 months from the date of the execution of this agreement. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement, which grant of extension will not be unreasonably withheld. Expiration of this Agreement will be considered termination of the Project.

2. **SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project consists of: Installation of a roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A" Scope of Services, attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with the terms and conditions of a Utility permit that the LOCAL GOVERNMENT's electric utility company contractor will secure from the DEPARTMENT to allow the LOCAL GOVERNMENT's contractor to enter onto the DEPARTMENT's right of way to perform the work required by the Project.

C. The LOCAL GOVERNMENT shall hire an electric utility company using the LOCAL GOVERNMENT'S normal procurement procedures to perform the construction work for the Project.

D. The LOCAL GOVERNMENT's electric utility contractor shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

F. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

G. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be reasonably entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT's contractor and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

H. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit.

I. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the Highway Lighting constructed under this agreement in accordance with the terms of that certain "State Highway Lighting Maintenance and Compensation Agreement" previously signed by the parties hereto, with an effective date of March 3, 2003.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100).** The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit A – Scope of Services. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT an amount not to exceed **$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100)** for actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 421705-1-58-01

Construction of Highway Illumination Facilities and Equipment

Purpose:

LOCAL GOVERNMENT shall contract with FP&L to install a roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill. The locations of the light poles are shown in the attached plans. The light pole numbers below will belong to the City of Holly Hill;

Street Light Locations:

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26A
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46A
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57A
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63A
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97A
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101A
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134A
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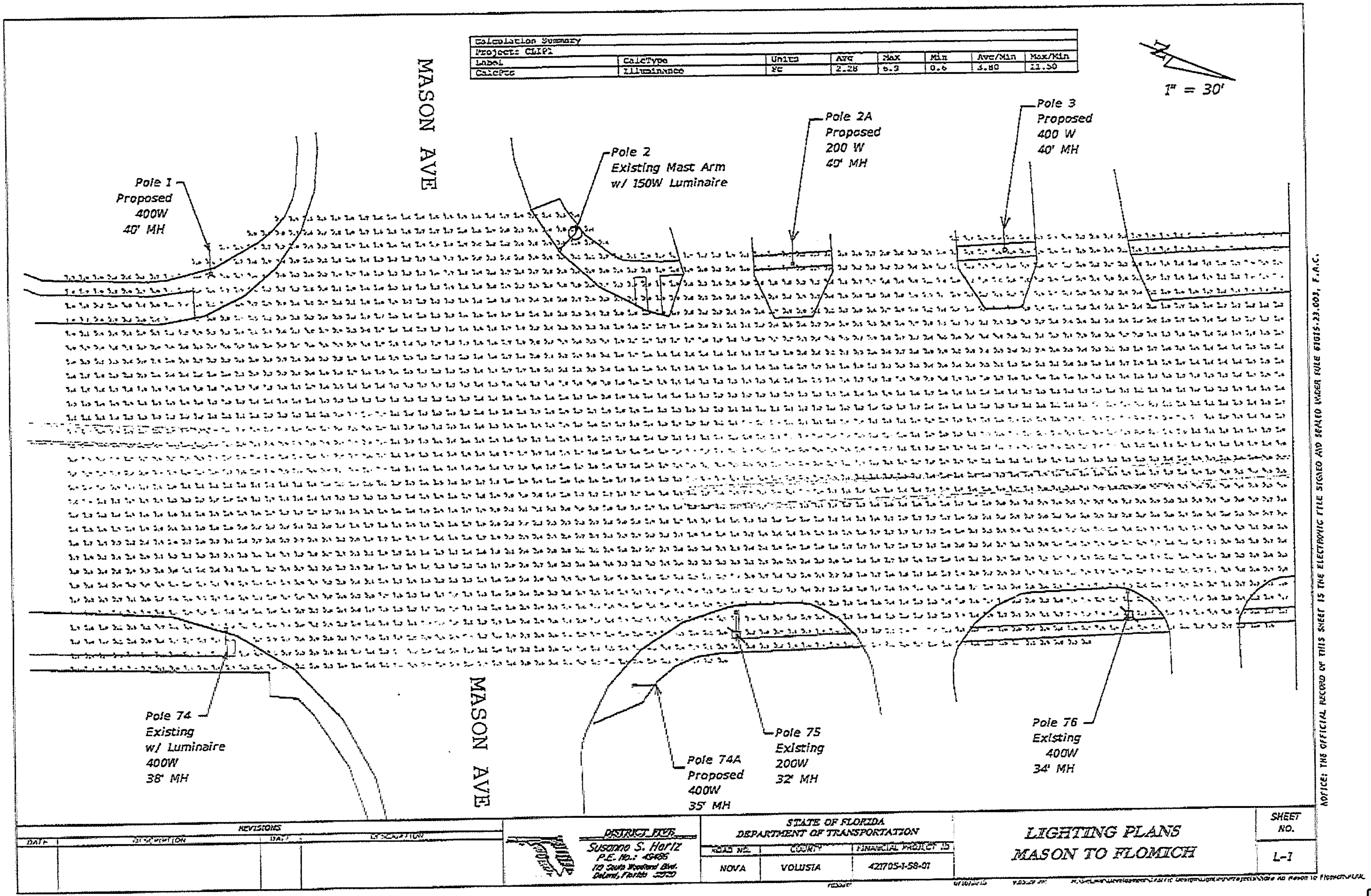
Maintenance of Illumination Equipment and Facilities:

The following conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have been installed and begun:

1. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the electric UTILITY in accordance with the Utility Accommodation Manual and current utility permit for the equipment and facilities.
2. The equipment and facilities shall be maintained pursuant to a separate agreement between the LOCAL GOVERNMENT and the electric UTILITY. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric UTILITY may terminate the illumination services, provided however, that the electric UTILITY shall first notify the DEPARTMENT in writing and provide the DEPARTMENT with a reasonable opportunity to cure the non-compliance prior to terminating the illumination services.
3. Neither the electric UTILITY, nor the LOCAL GOVERNMENT, shall engage in any act or omission which in any way interferes with the provision of illumination services including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

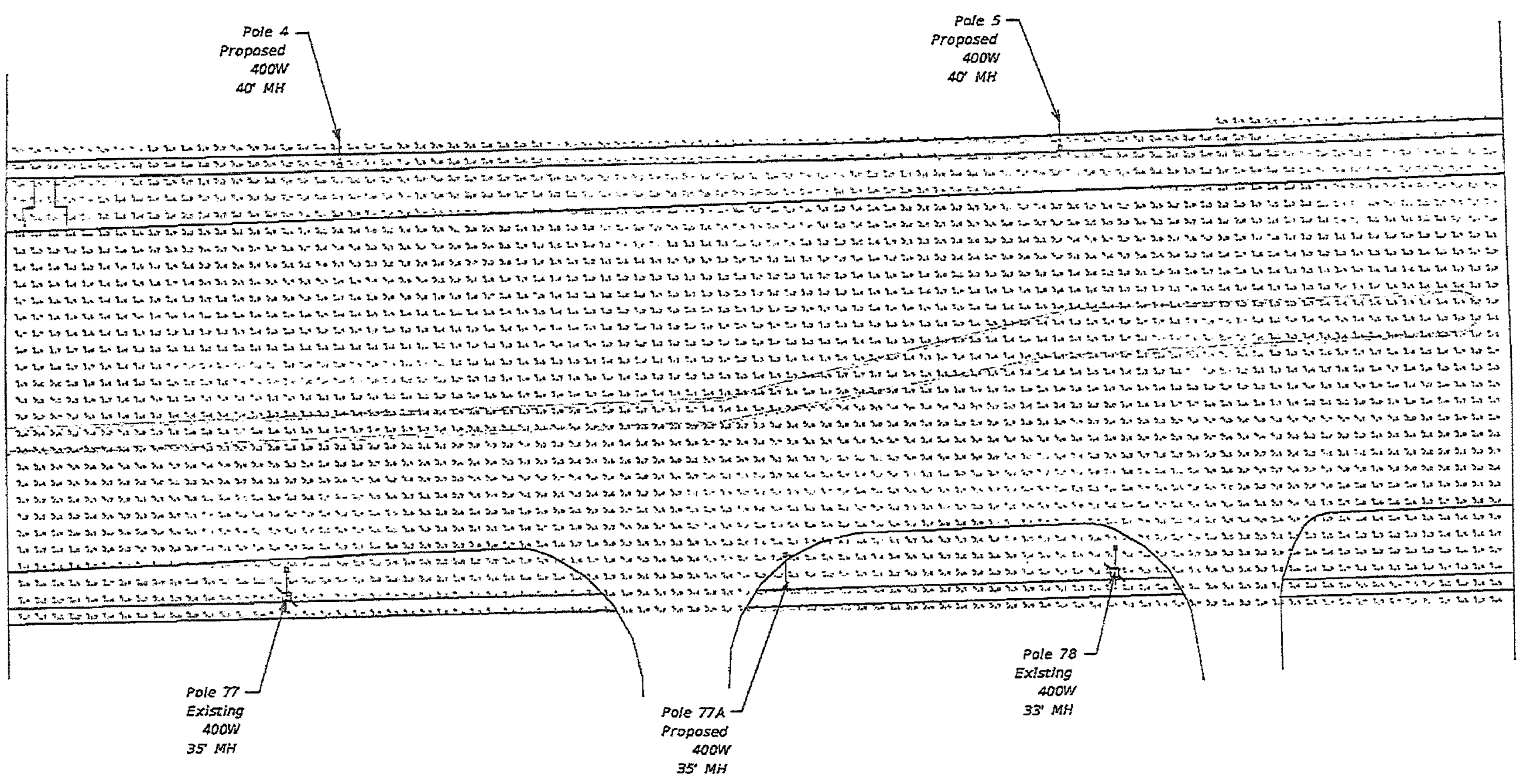
Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit per Exhibit "C" attached hereto.



Calculation Summary							
Project: CLIP1							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts	Illuminance	Fc	2.28	6.9	0.6	3.80	11.50

Calculation Summary							
Project: CLIPZ							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 2	Illuminance	Fc	2.36	7.7	0.7	3.37	11.00

1" = 30'



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Suzanne S. Horlz
P.E. No.: 49486
719 South Woodland Blvd.
DeLand, Florida 32720

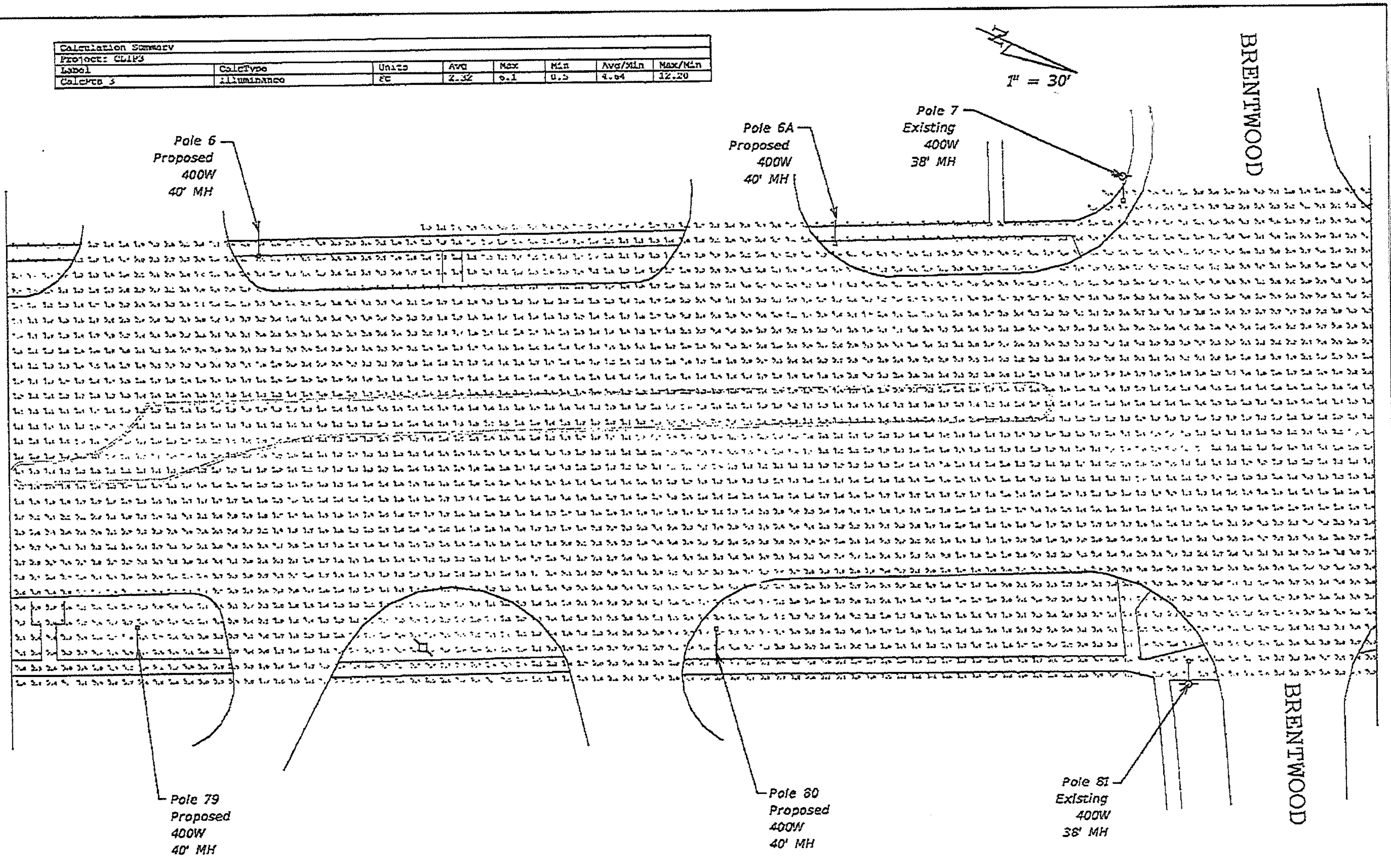
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-2

Calculation Summary							
Project: CLIP3							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 3	Illuminance	Fc	2.32	6.1	0.5	4.64	12.20



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanne S. Hertz
P.E. No.: 49486
719 South Woodland Blvd.
DeLand, Florida 32720

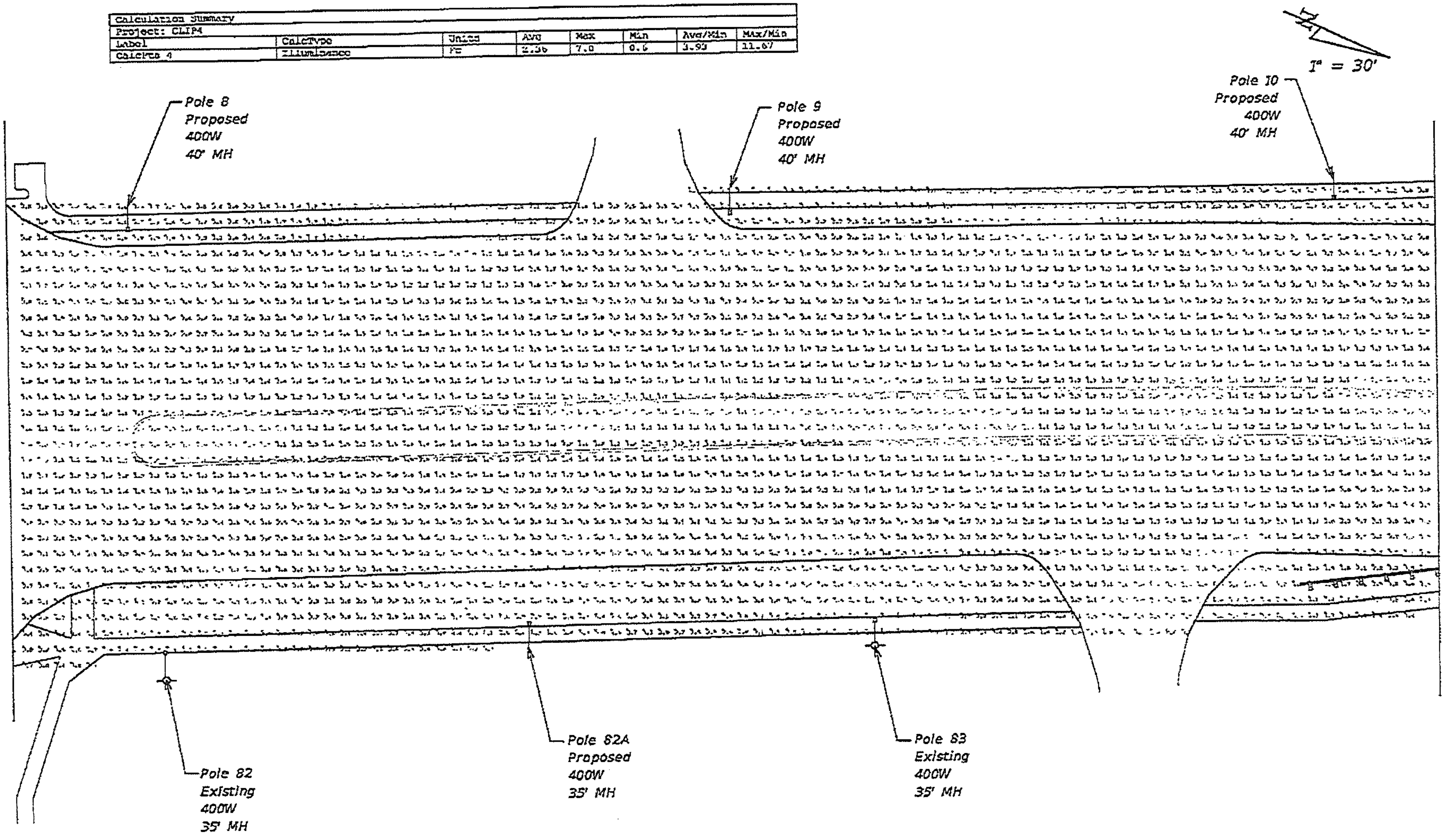
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-3-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-3

Calculation Summary							
Project: CLIP4							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 4	Illuminance	Fc	2.36	7.0	0.6	3.93	11.67



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

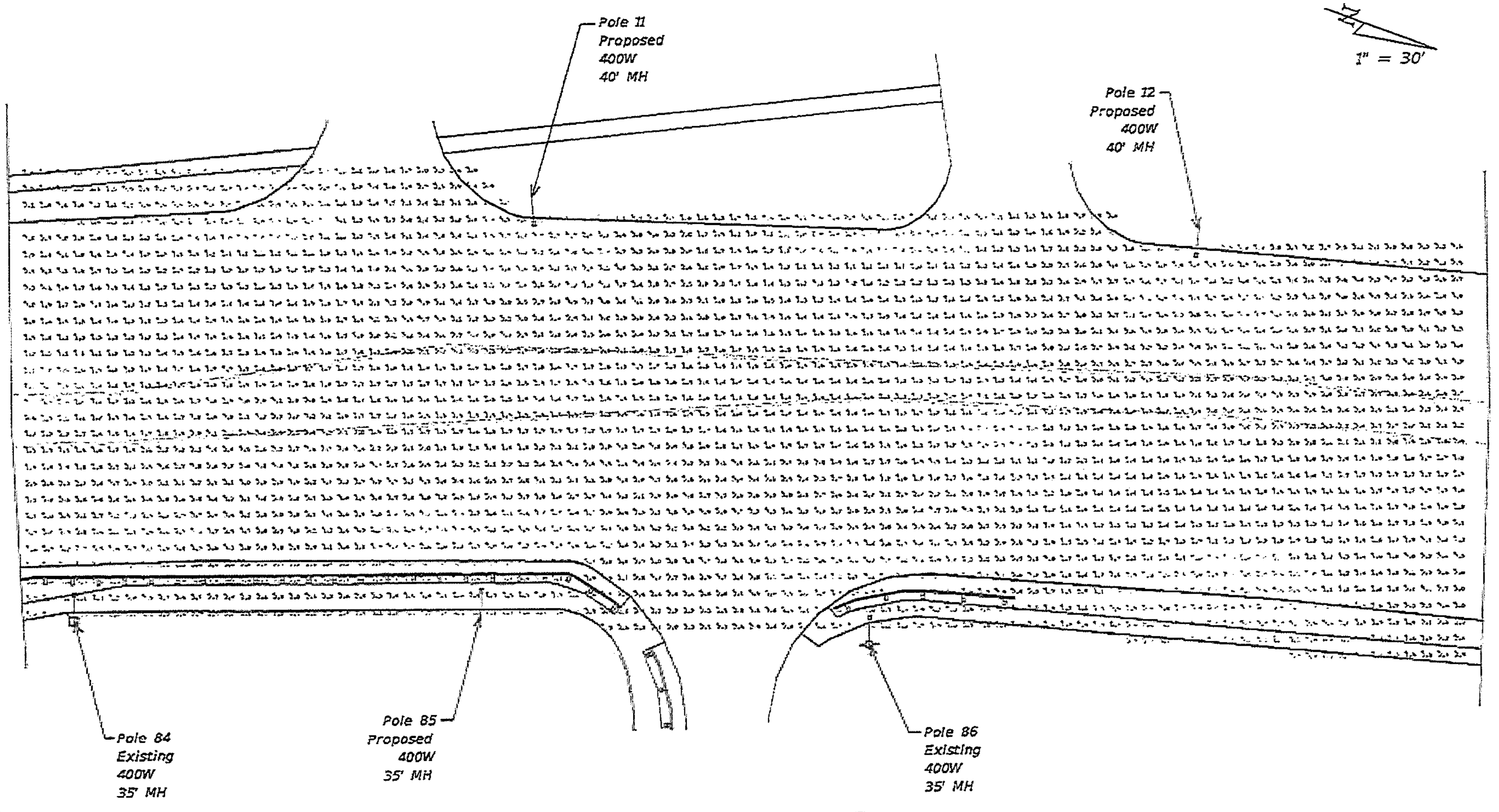
DISTRICT FIVE
Susanna S. Hartz
P.E. No.: 40466
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-4



Calculation Summary							
Project: CLIPS							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 5	Illuminance	Fc	2.40	6.8	0.6	4.00	11.33

REVISIONS

DISTRICT FIVE
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DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-5

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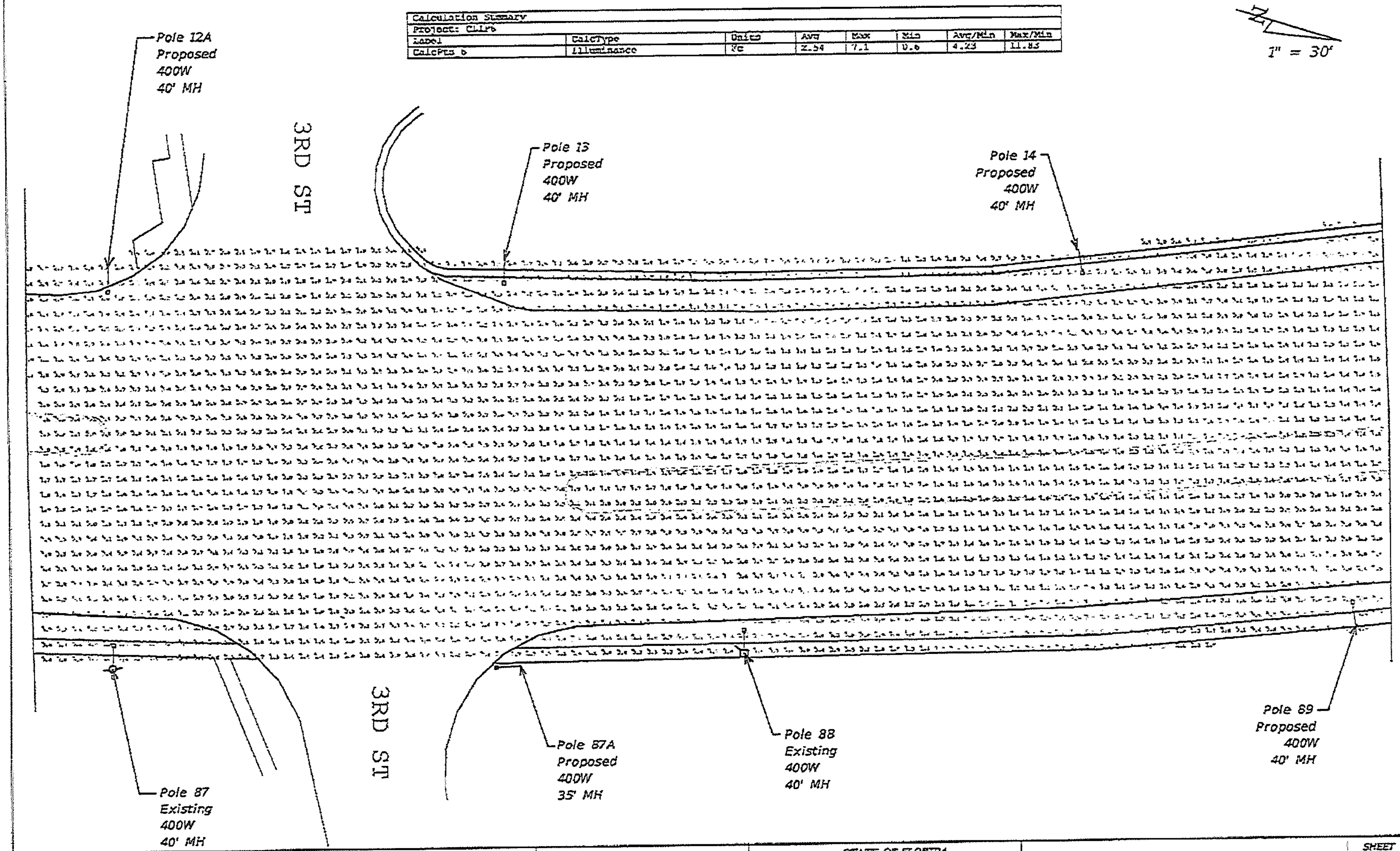
Calculation Summary						
Project: CLIPb						
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 6	Illuminance	Fc	2.54	7.1	0.6	4.23	11.83



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Suzanne S. Hortz
P.E. No.: 49485
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-6

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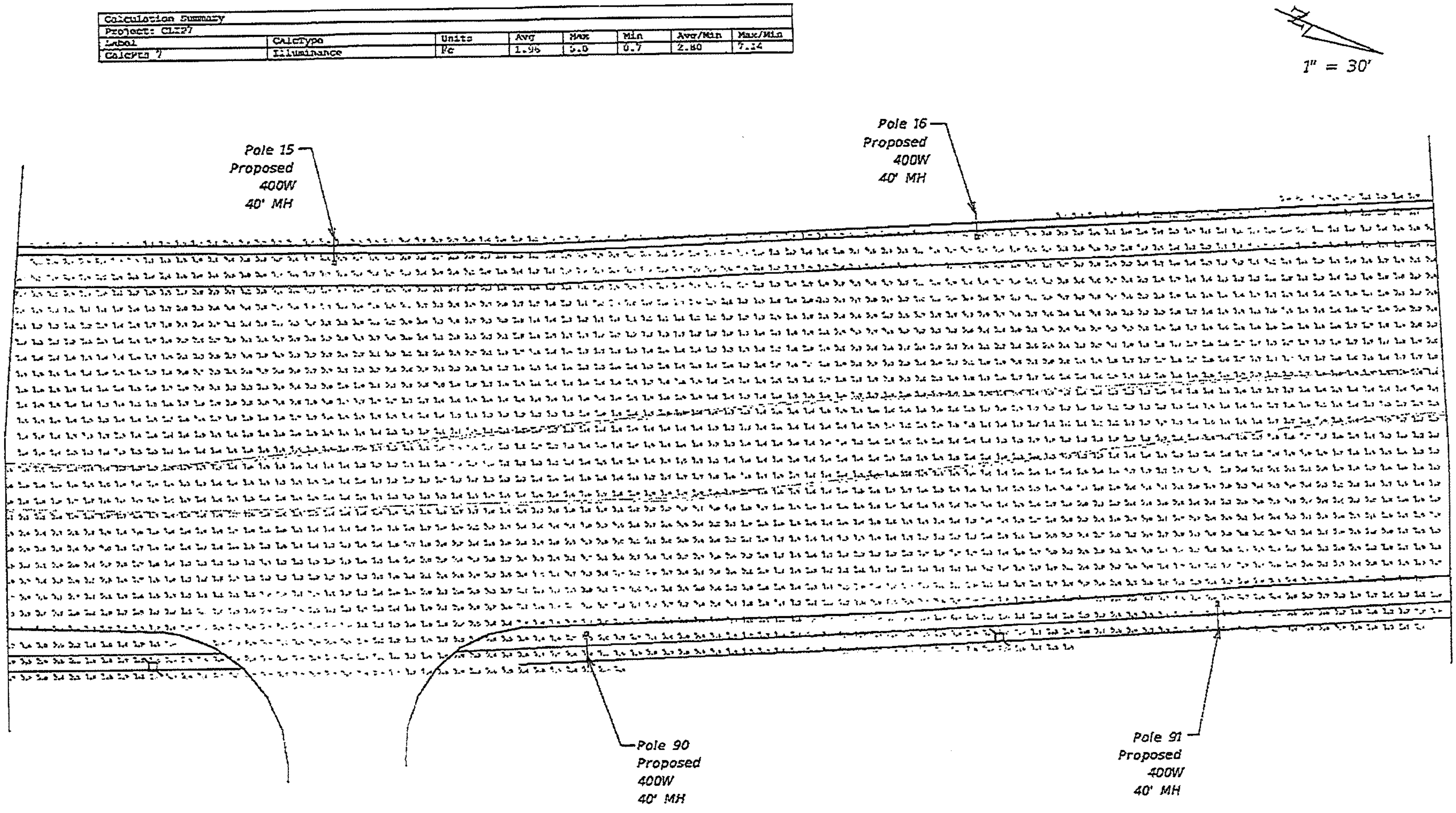
Calculation Summary							
Project: CLI27							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 7	Illuminance	Fc	1.96	5.0	0.7	2.80	7.14



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DISTRICT FIVE
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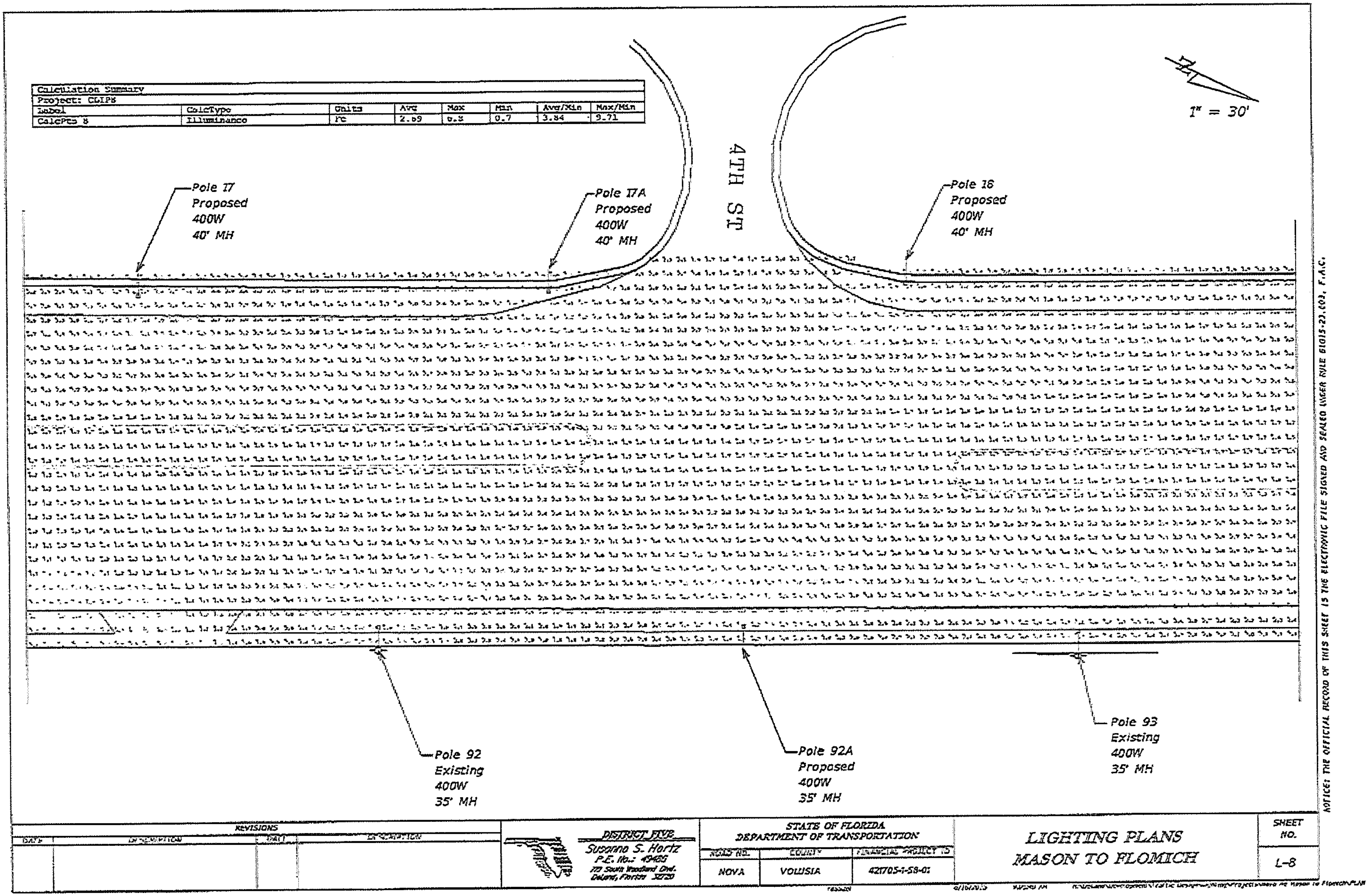
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-7

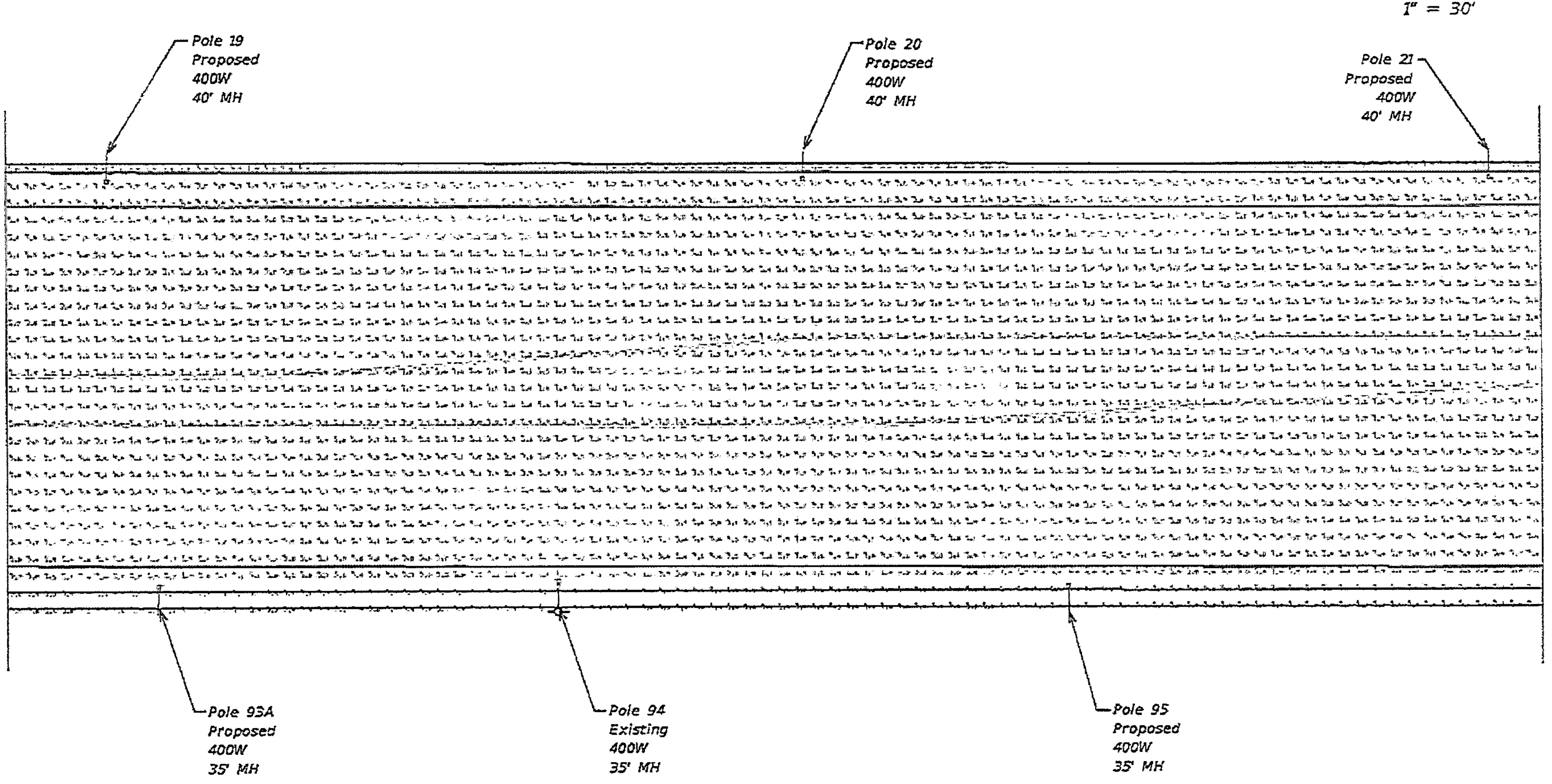


Calculation Summary

Project: CLIP8

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 8	Illuminance	Fc	2.69	6.8	0.7	3.84	9.71

Calculation Summary							
Project: GLIPS							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 9	Illuminance	Fc	2.44	6.7	0.7	3.49	9.57



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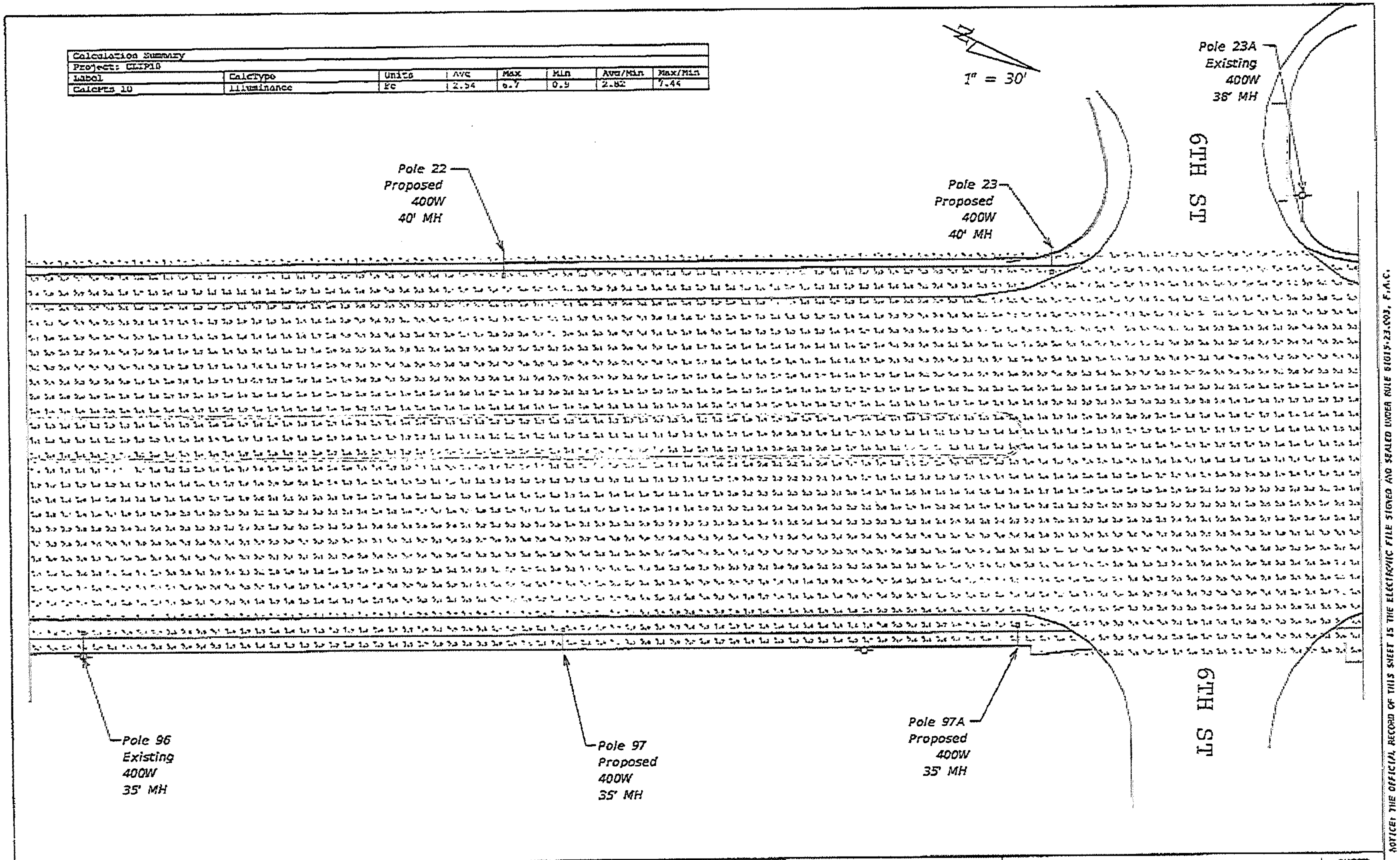
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-9



Calculation Summary

Project: CLIP10

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 10	Illuminance	Fc	2.54	6.7	0.9	2.82	7.44

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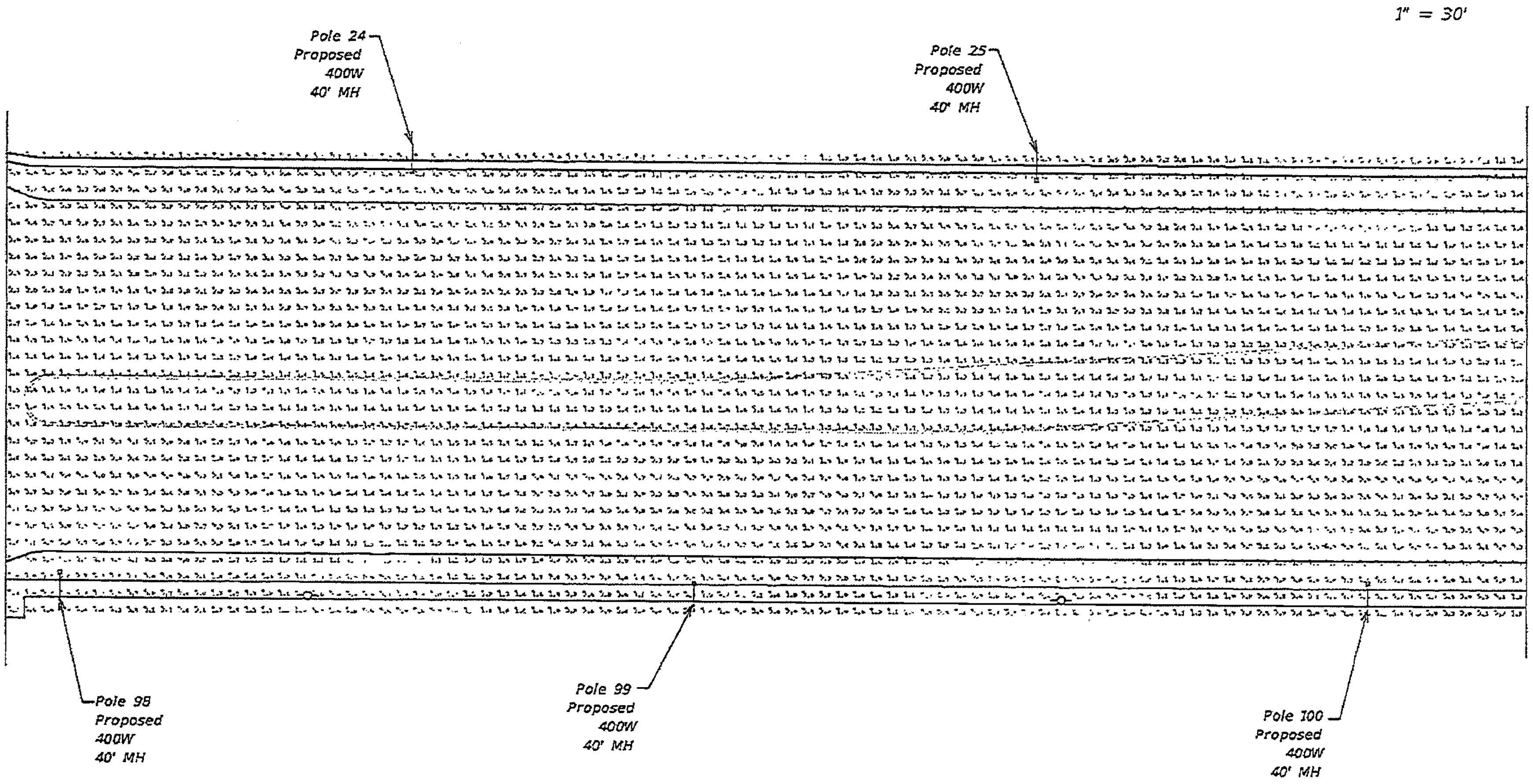
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	427053-7-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-10

Calculation Summary							
Project: CLIP11							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 11	Illuminance	Fc	2.11	5.1	0.7	3.02	7.29



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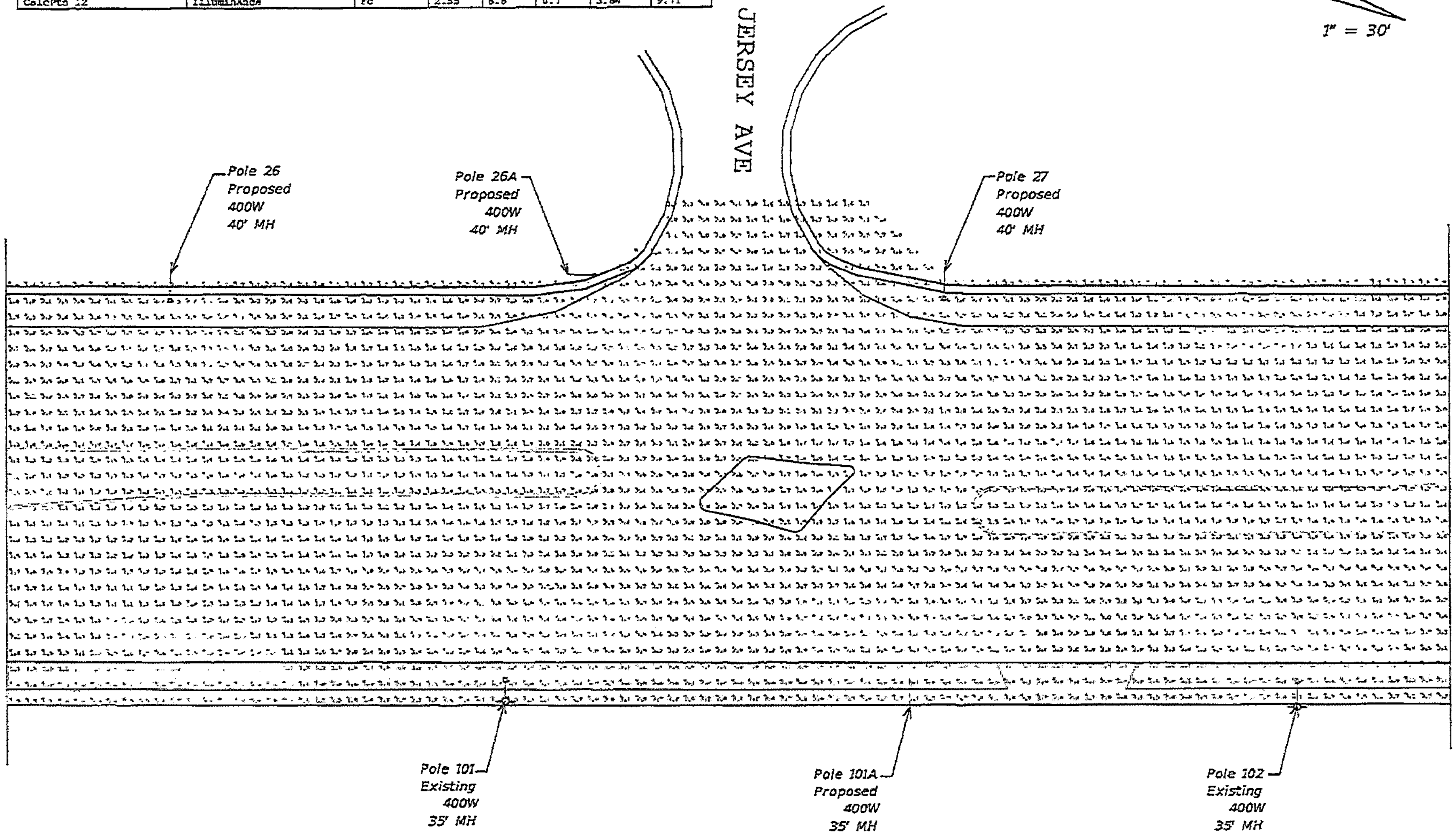
Susanne S. Hertz
P.E. No.: 45486
719 South Woodland Blvd.
Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-11

Calculation Summary							
Project: CLIP12							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 12	Illuminance	Fc	2.55	6.8	0.7	3.64	9.71



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DISTRICT FIVE
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

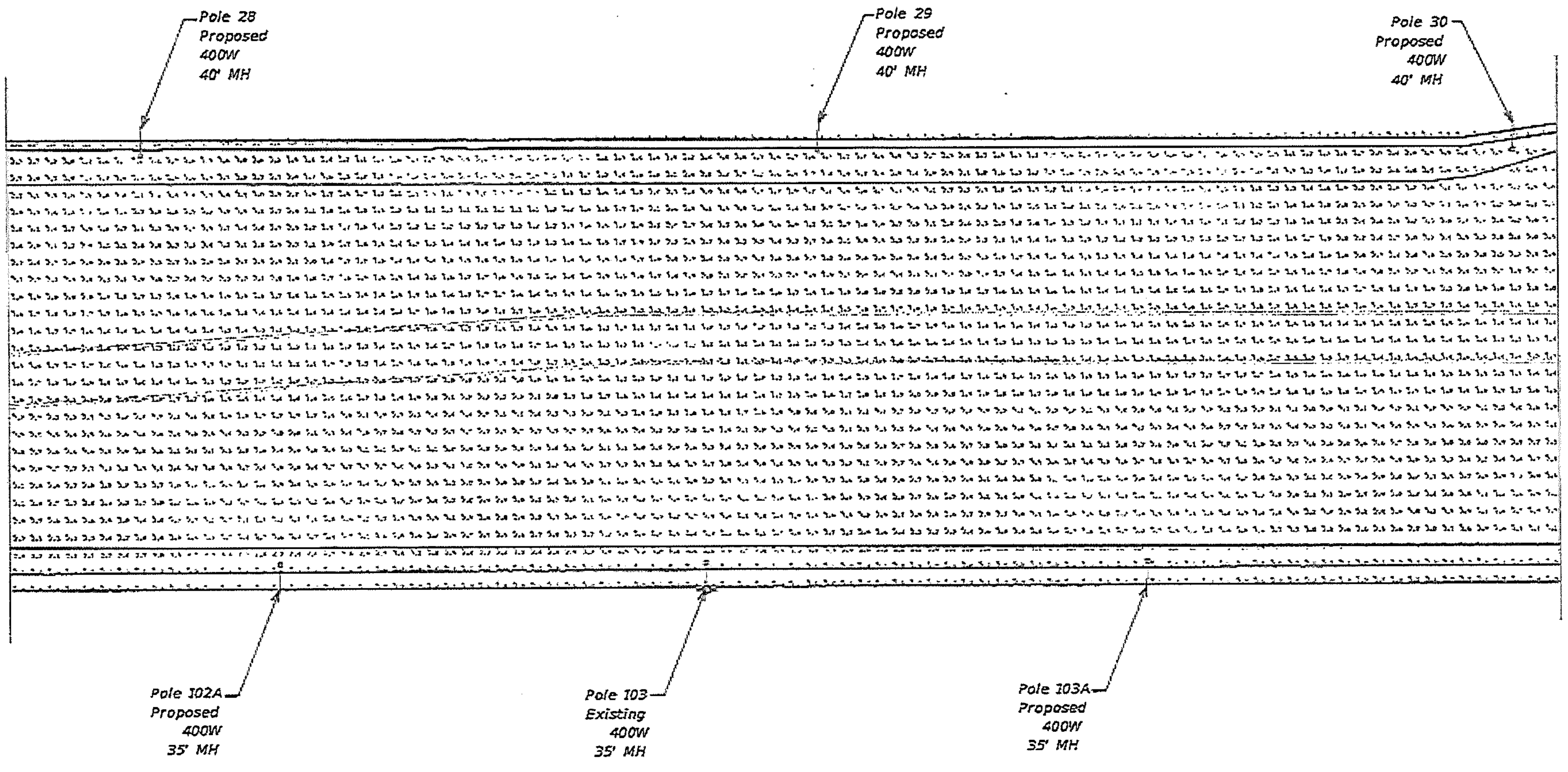
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-12

Calculation Summary							
Project: CLIP23							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 13	Illuminance	Fc	2.58	6.8	0.8	3.23	8.50

1" = 30'



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DISTRICT FIVE
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P.E. No.: 49465
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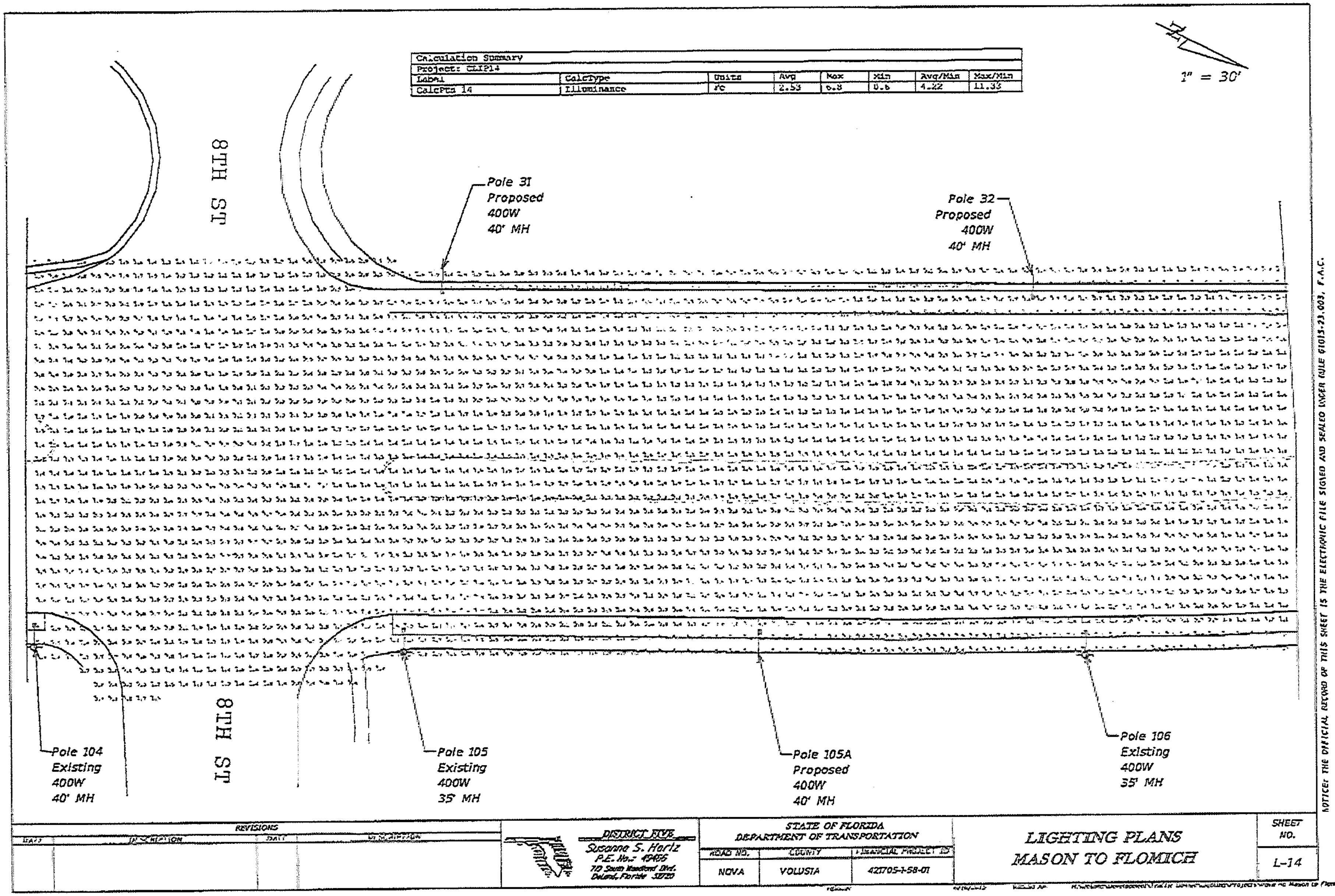
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-13



Calculation Summary

Project: CLIP14

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 14	Illuminance	Fc	2.53	6.8	0.6	4.22	11.33

DISTRICT FIVE
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DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-14

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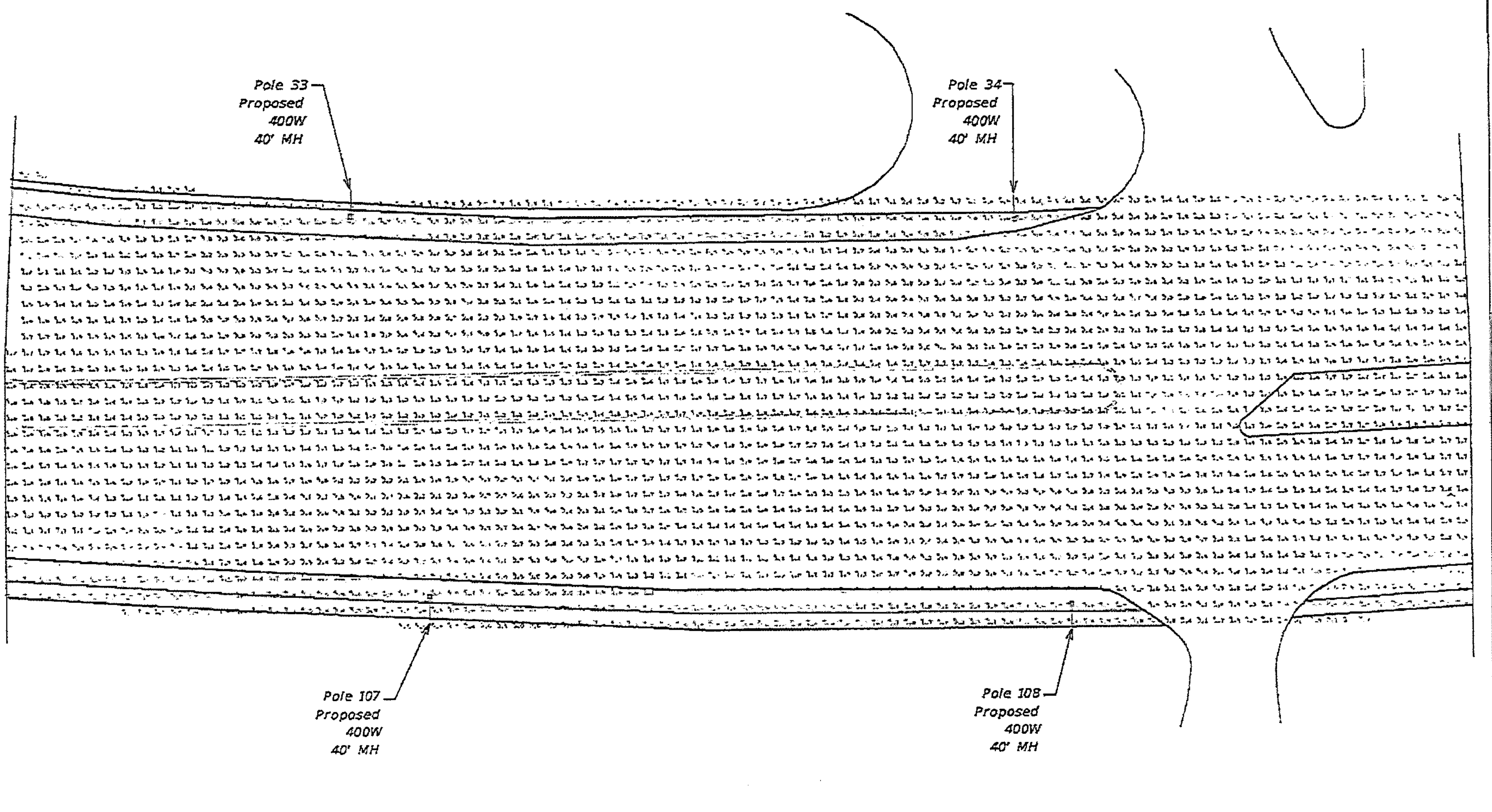
Calculation Summary							
Project: CLIP15							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 15	Illuminance	Fc	1.87	4.9	0.6	3.12	8.17



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DeLand, Florida 32720

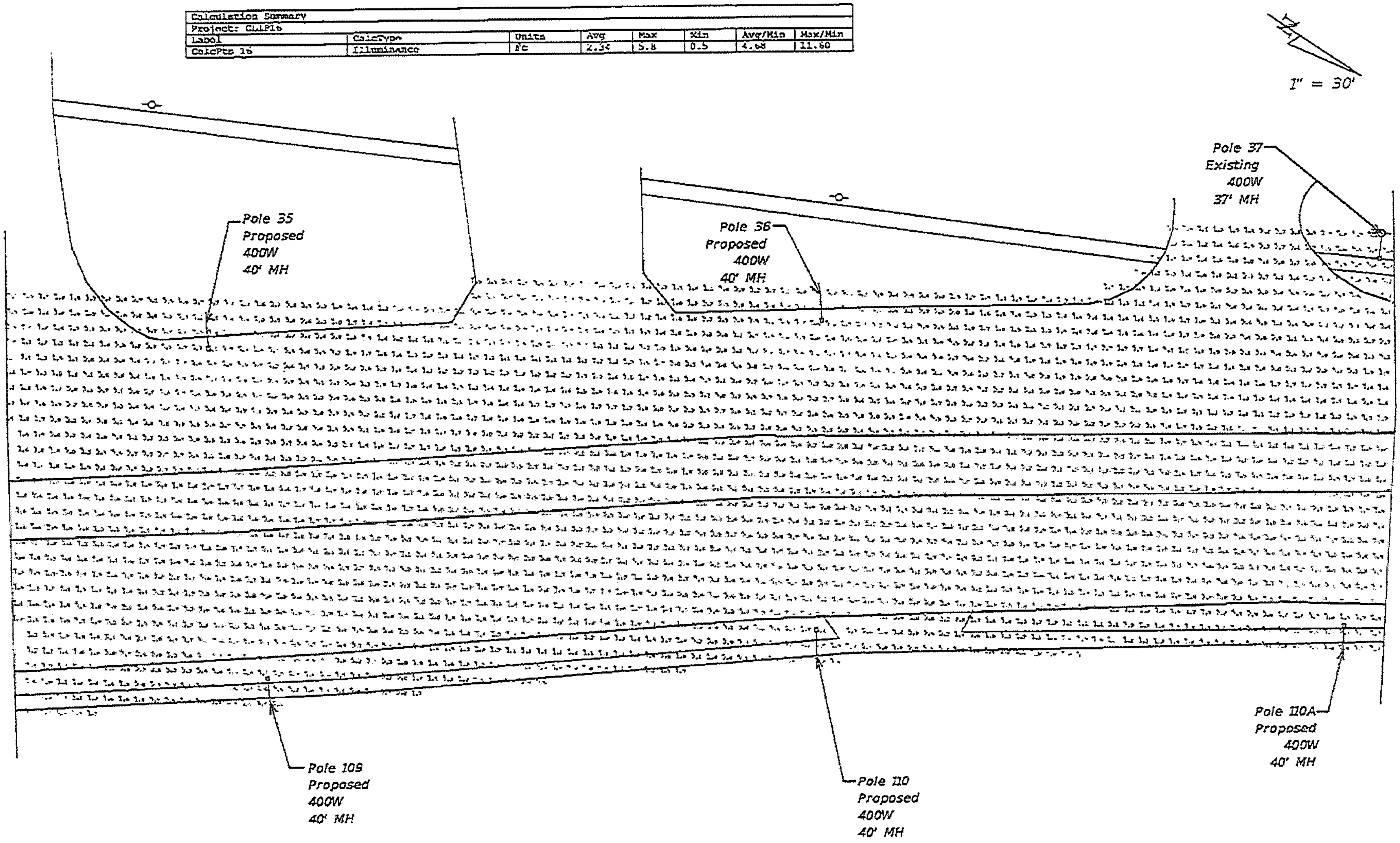
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-15

Calculation Summary							
Project: CL1P16							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 16	Illuminance	Fc	2.34	5.8	0.5	4.68	11.60



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719 South Woodland Blvd.
DeLand, Florida 32720

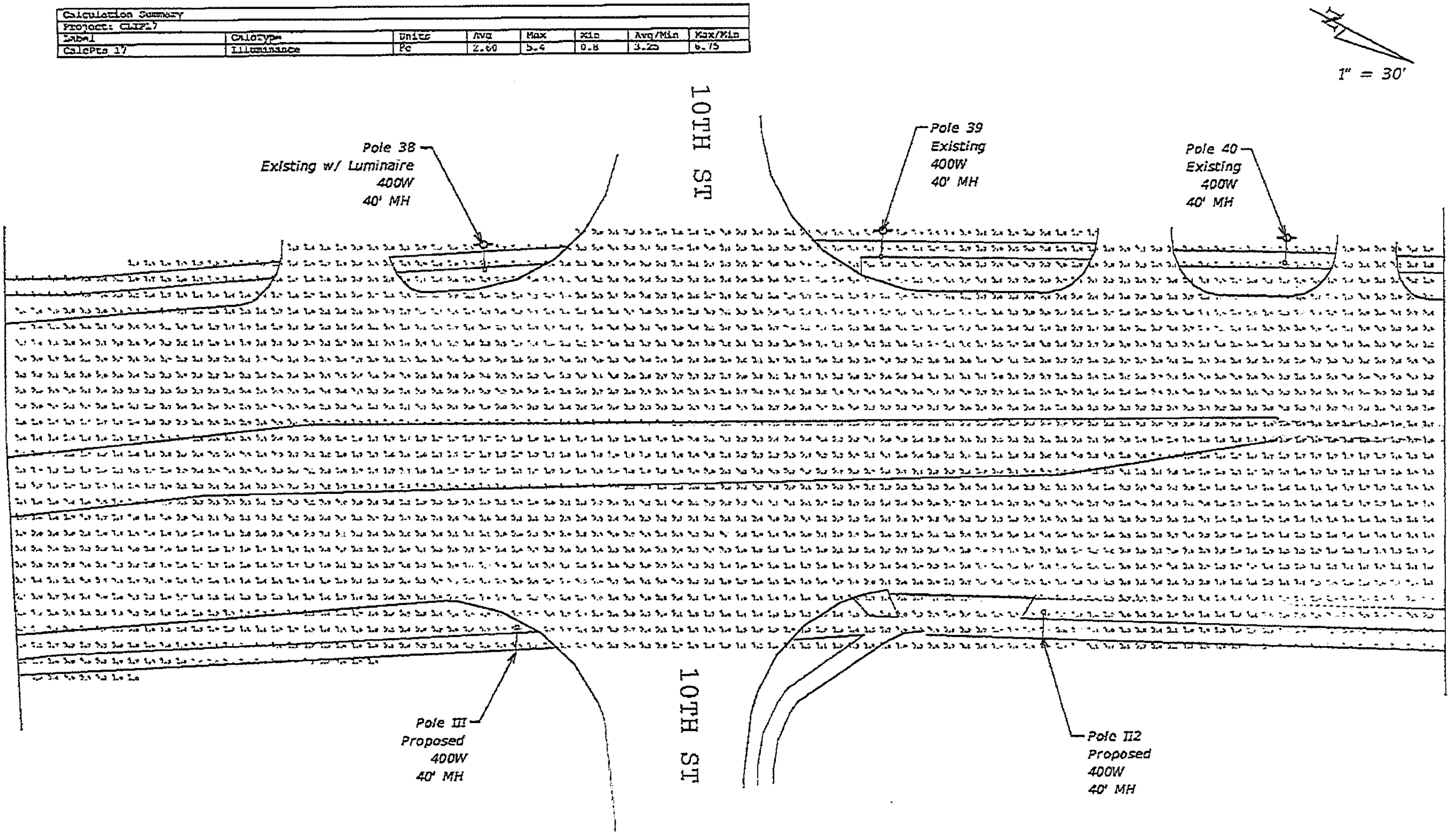
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-16

Calculation Summary							
Project: CLIP17							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 17	Illuminance	Fc	2.60	5.4	0.8	3.25	6.75



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DISTRICT FIVE
Susanna S. Hortz
P.E. No.: 45485
719 South Woodland Blvd.
DeLand, Florida 32720

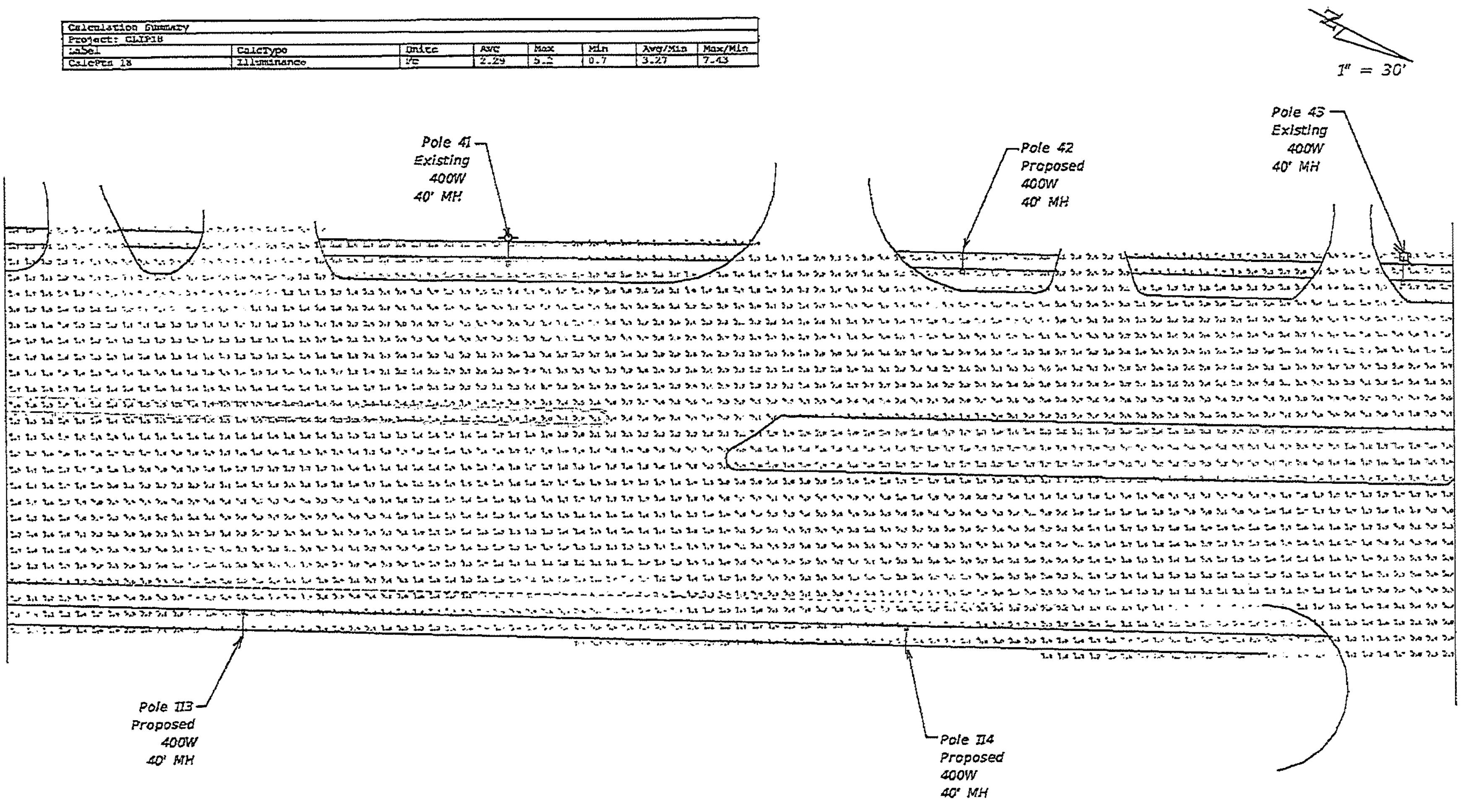
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-17

Calculation Summary							
Project: CLIP18							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 18	Illuminance	Fc	2.29	5.2	0.7	3.27	7.43



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DISTRICT FIVE
Susanna S. Hortz
P.E. No.: 40486
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

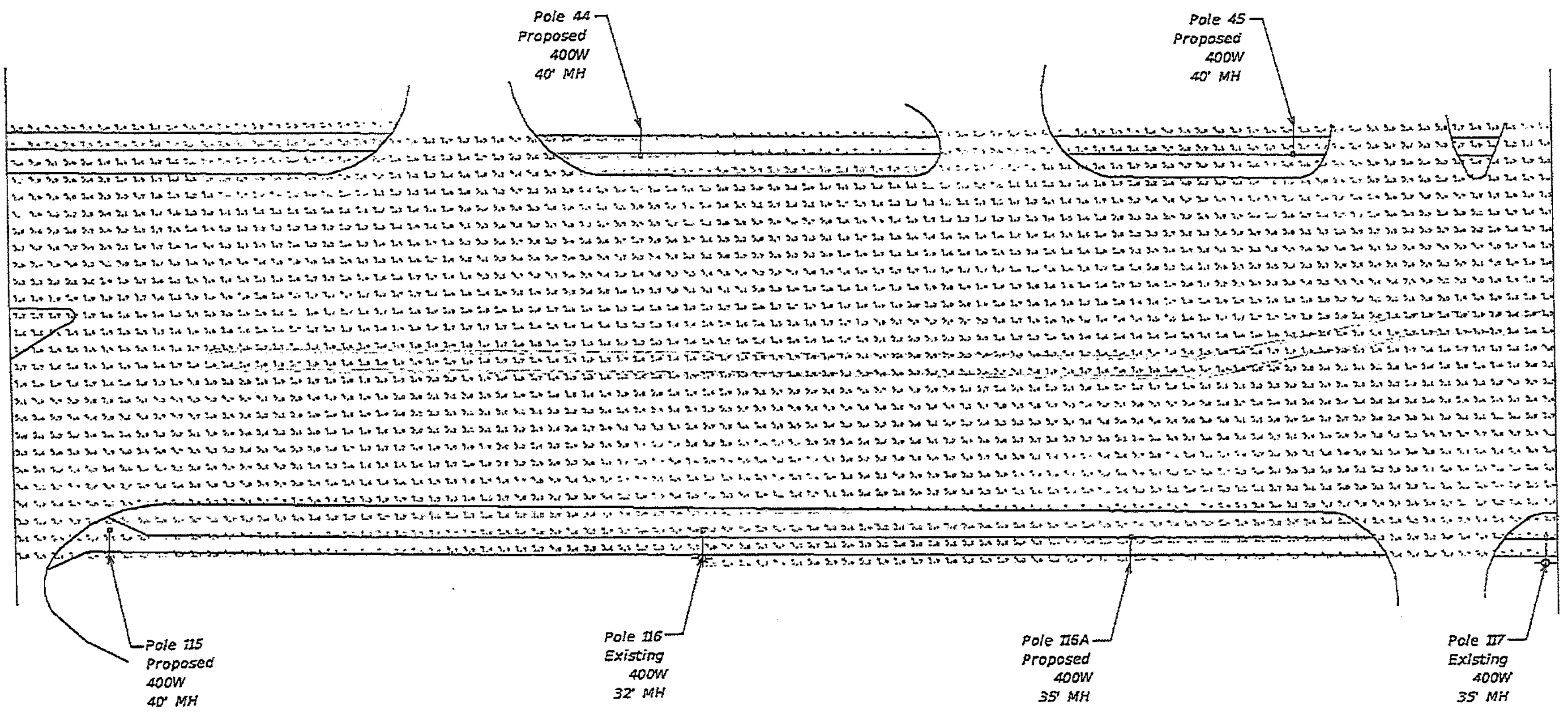
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-18

Calculation Summary							
Project: CLIP19							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 19	Illuminance	Fc	2.59	8.0	0.7	3.70	11.43

1" = 30'



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DISTRICT FIVE
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719 South Woodland Blvd.
DeLand, Florida 32720

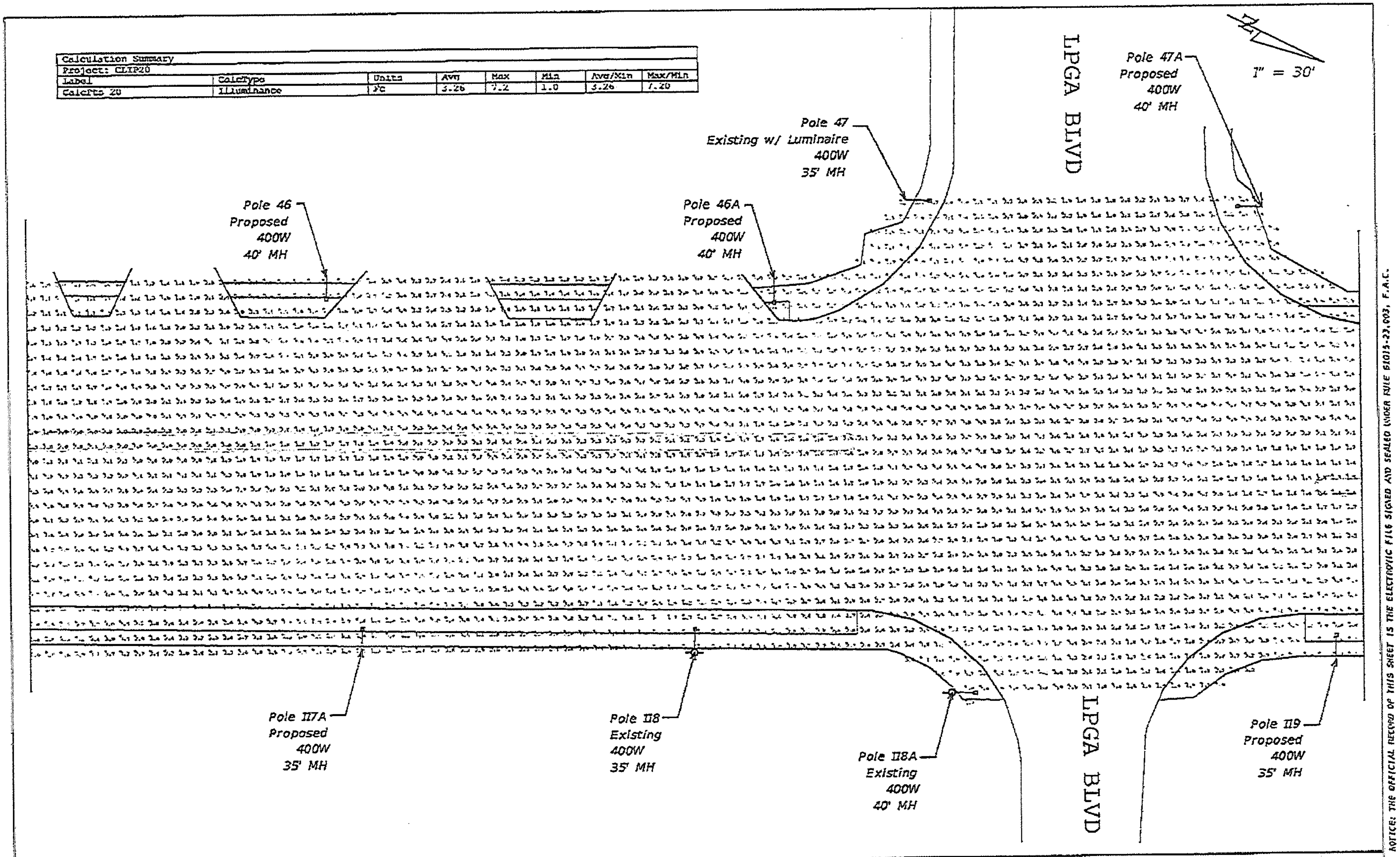
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-53-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-19

Attachment: FDOT ST Lighting Agreement AS014 1-4-16 Nova-6th to Flomich (2020-R-15 : Amendment 1 - FDOT Installation of Roadway Light



Calculation Summary
Project: CLIP20

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Calcpts 20	Illuminance	Fc	3.26	7.2	1.0	3.26	7.20

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719 South Woodland Blvd.
DeLand, Florida 32720

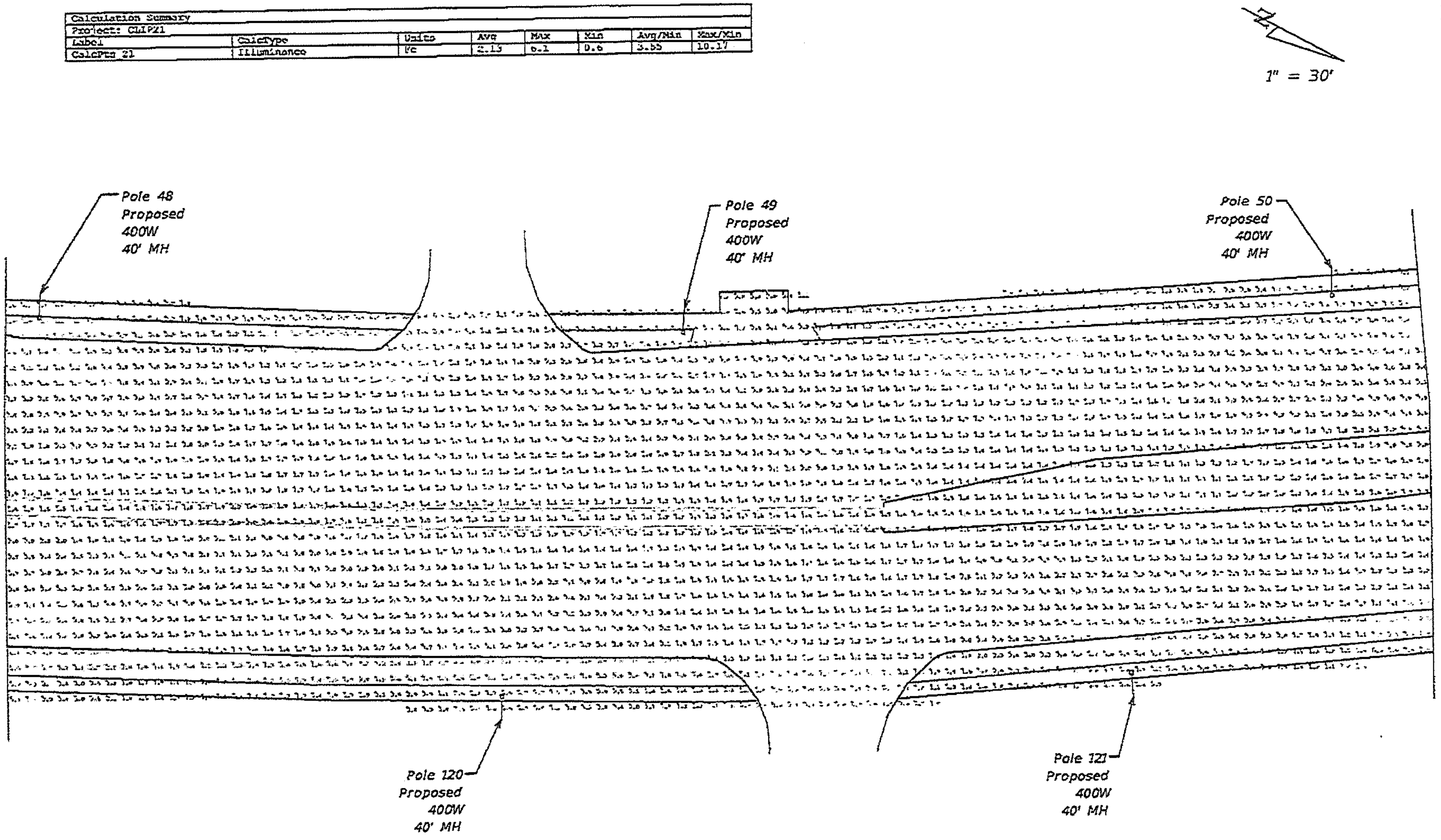
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-20

Calculation Summary							
Project: CLIP21							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 21	Illuminance	Fc	2.13	6.1	0.6	3.55	10.17



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DISTRICT FIVE
Susanna S. Hartz
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Deland, Florida 32720

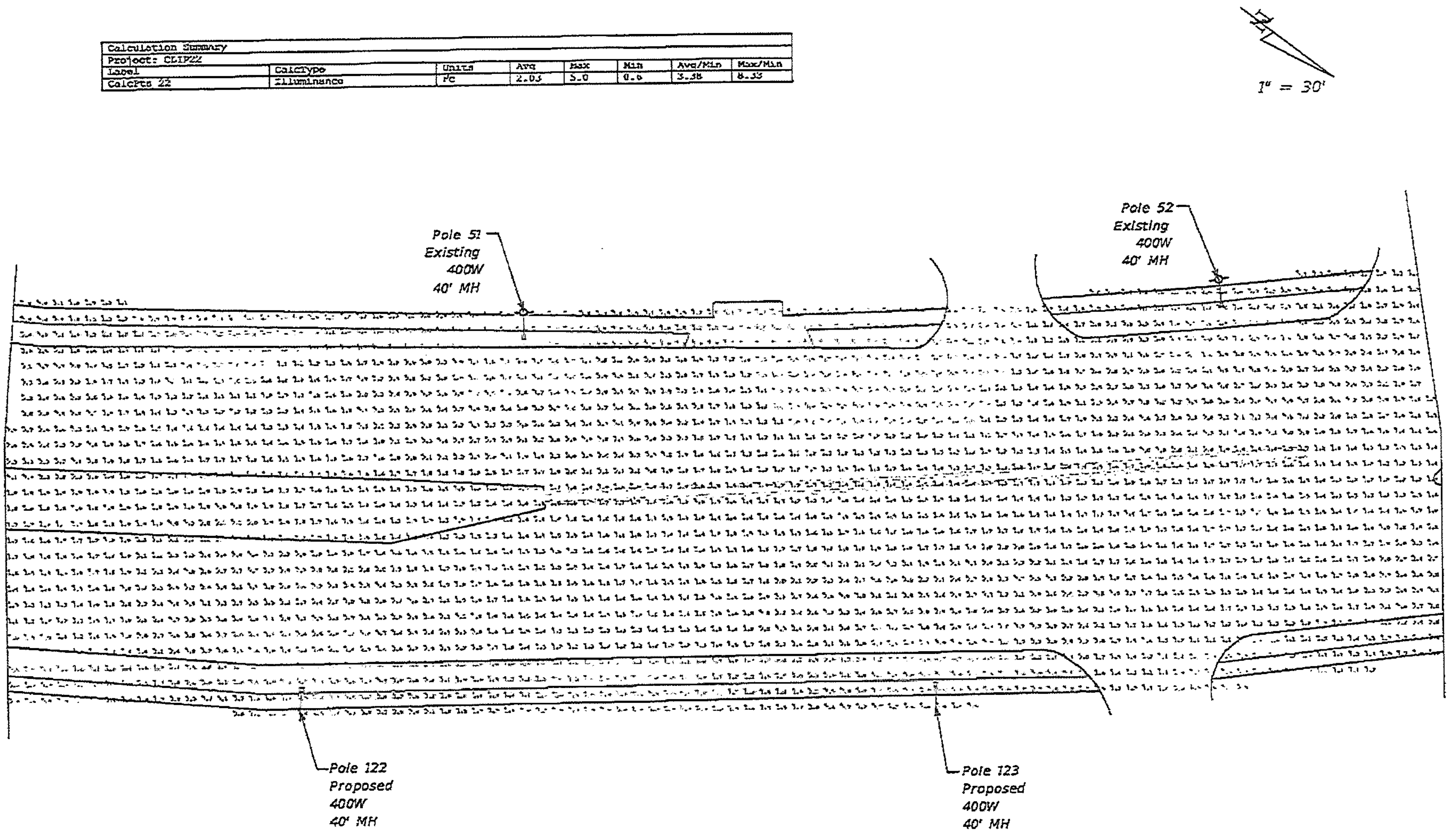
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-21

Calculation Summary							
Project: CLIP22							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 22	Illuminance	Fc	2.03	5.0	0.6	3.38	8.33



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DISTRICT FIVE
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P.E. No.: 49466
719 South Woodland Blvd.
DeLand, Florida 32720

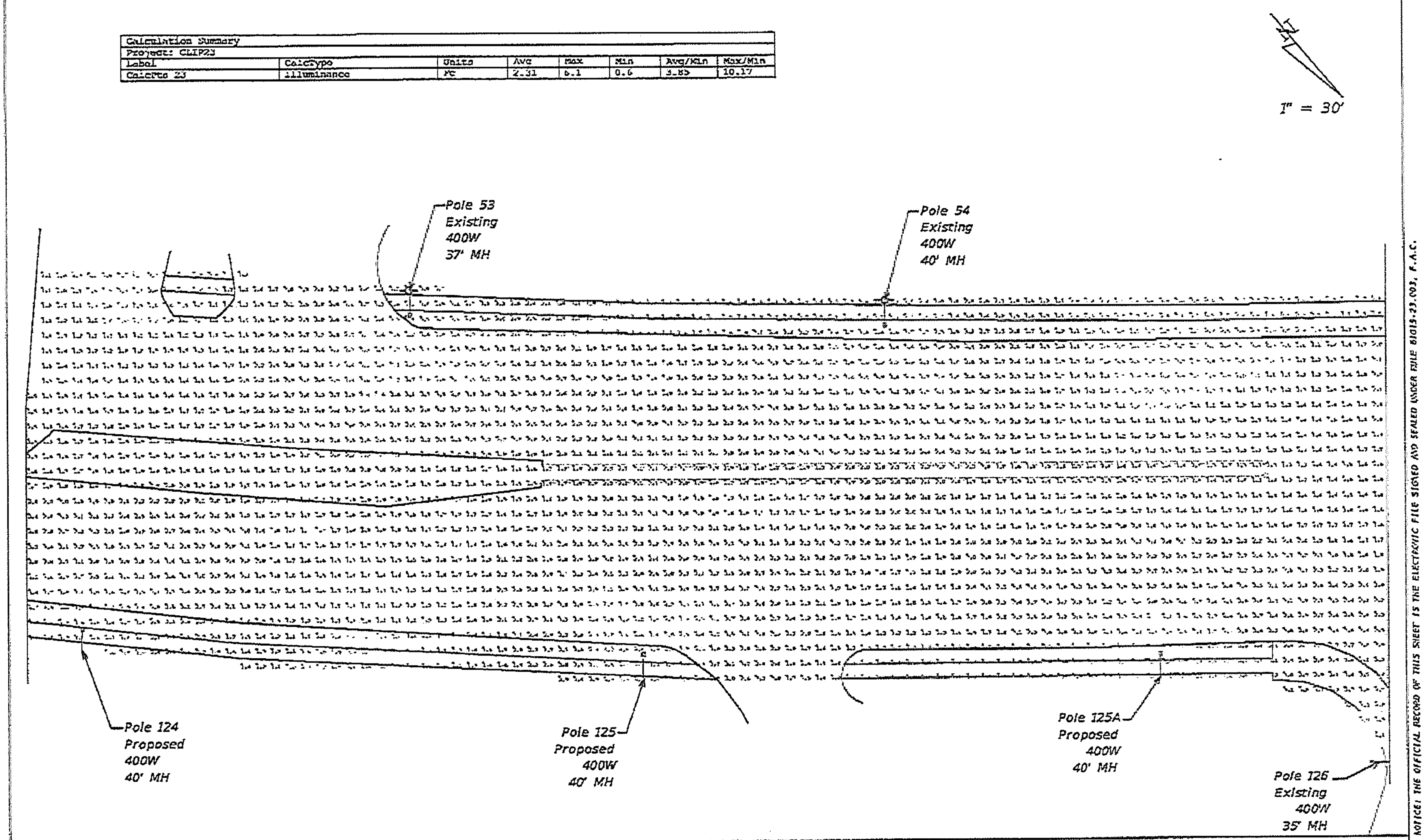
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-22

Calculation Summary							
Project: CLIP23							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Calcpts 23	illuminance	Fc	2.31	6.1	0.6	3.85	10.17



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DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanna S. Hartz
P.E. No.: 49405
719 South Woodland Blvd.
DeLand, Florida 32720

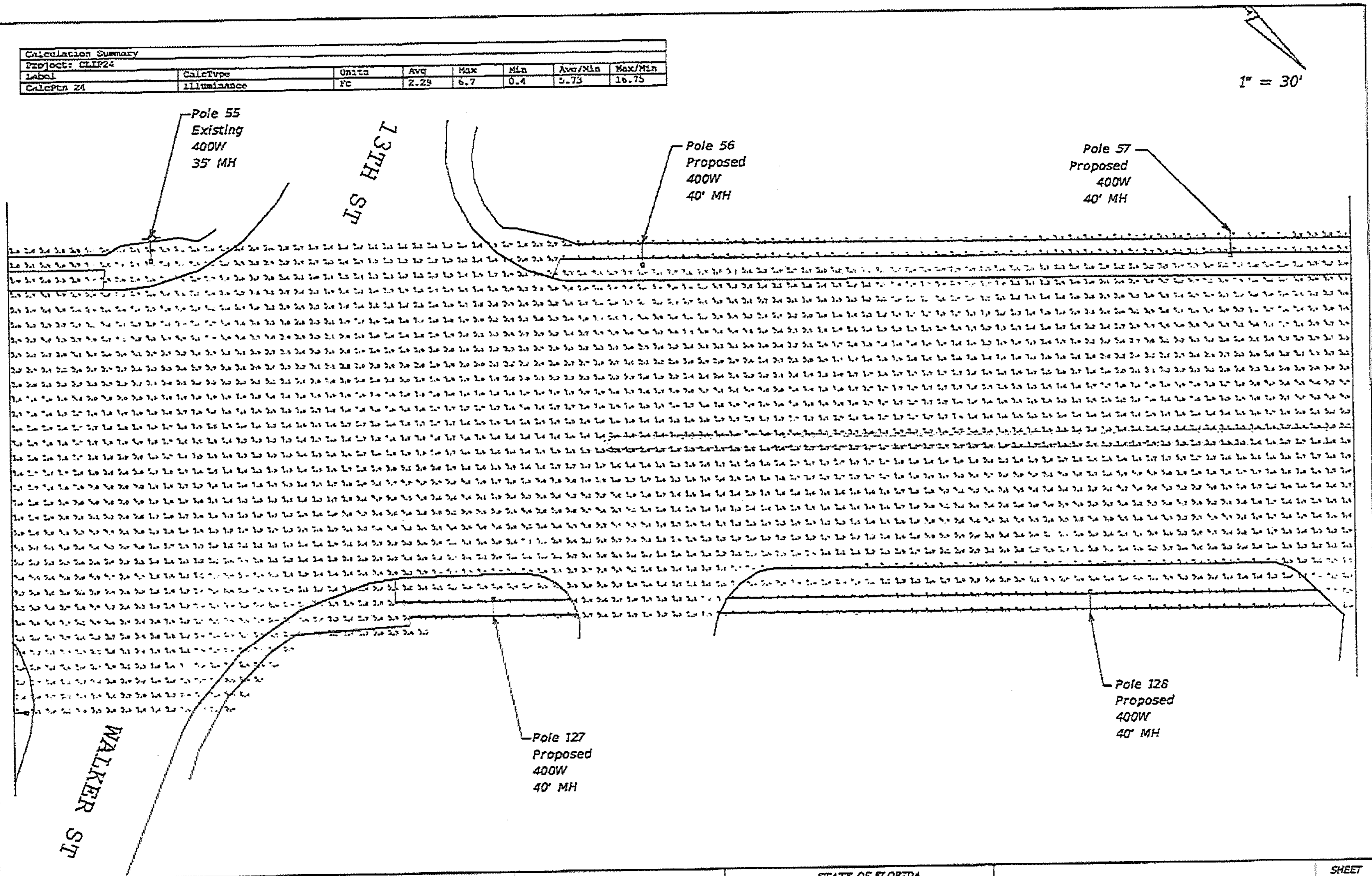
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-23

Calculation Summary							
Project: CLIP24							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPtn 24	Illuminance	Fc	2.29	6.7	0.4	5.73	16.75



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DISTRICT FIVE
Susanna S. Hortz
P.E. No.: 49486
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-53-01

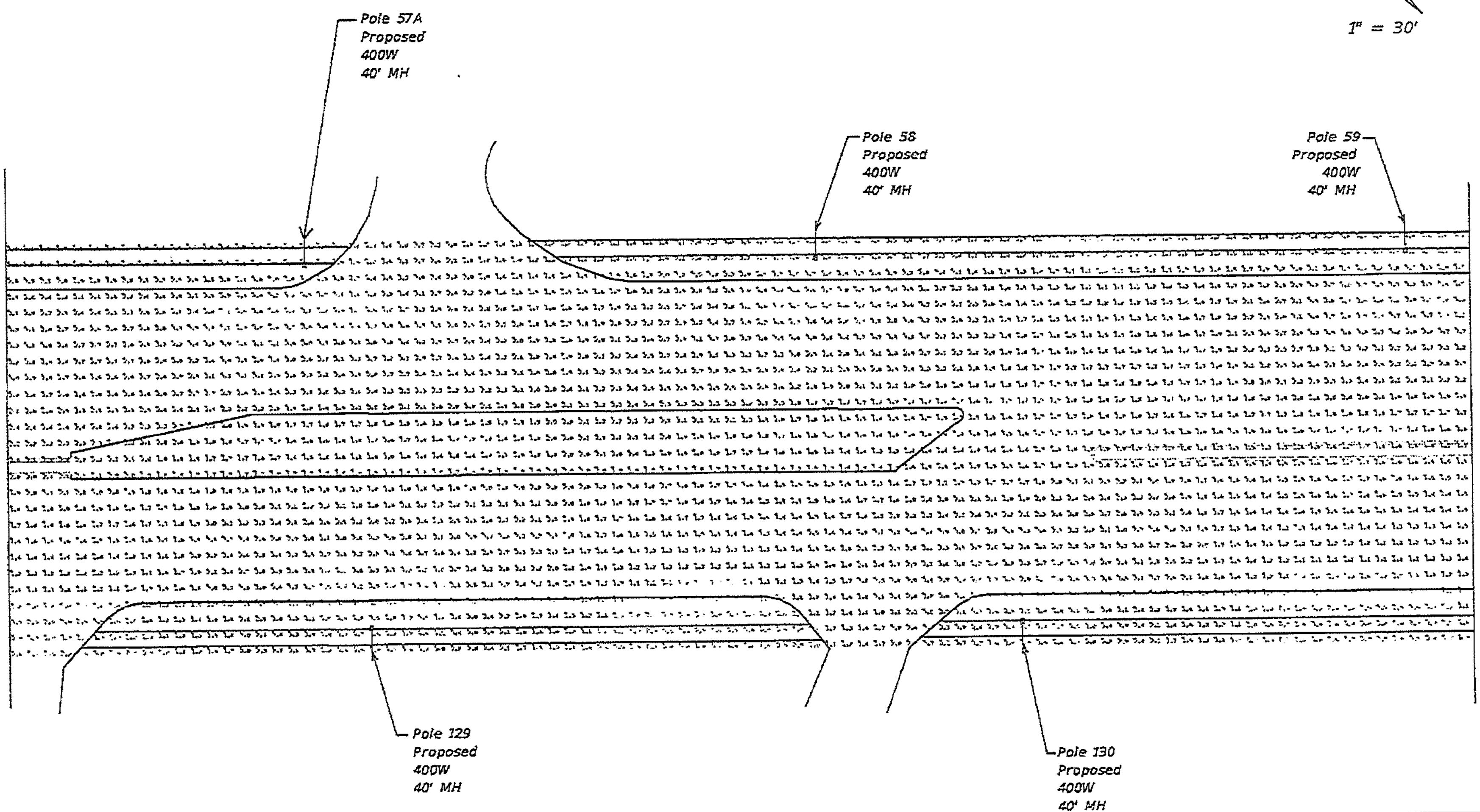
LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-24

Attachment: FDOT ST Lighting Agreement AS014 1-4-16 Nova-6th to Flomich (2020-R-15 : Amendment 1 - FDOT Installation of Roadway Light

Calculation Summary							
Project: CalP25							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 25	Illuminance	Fc	2.26	5.2	0.7	3.23	7.43

1" = 30'



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719 South Woodland Blvd.
DeLand, Florida 32720

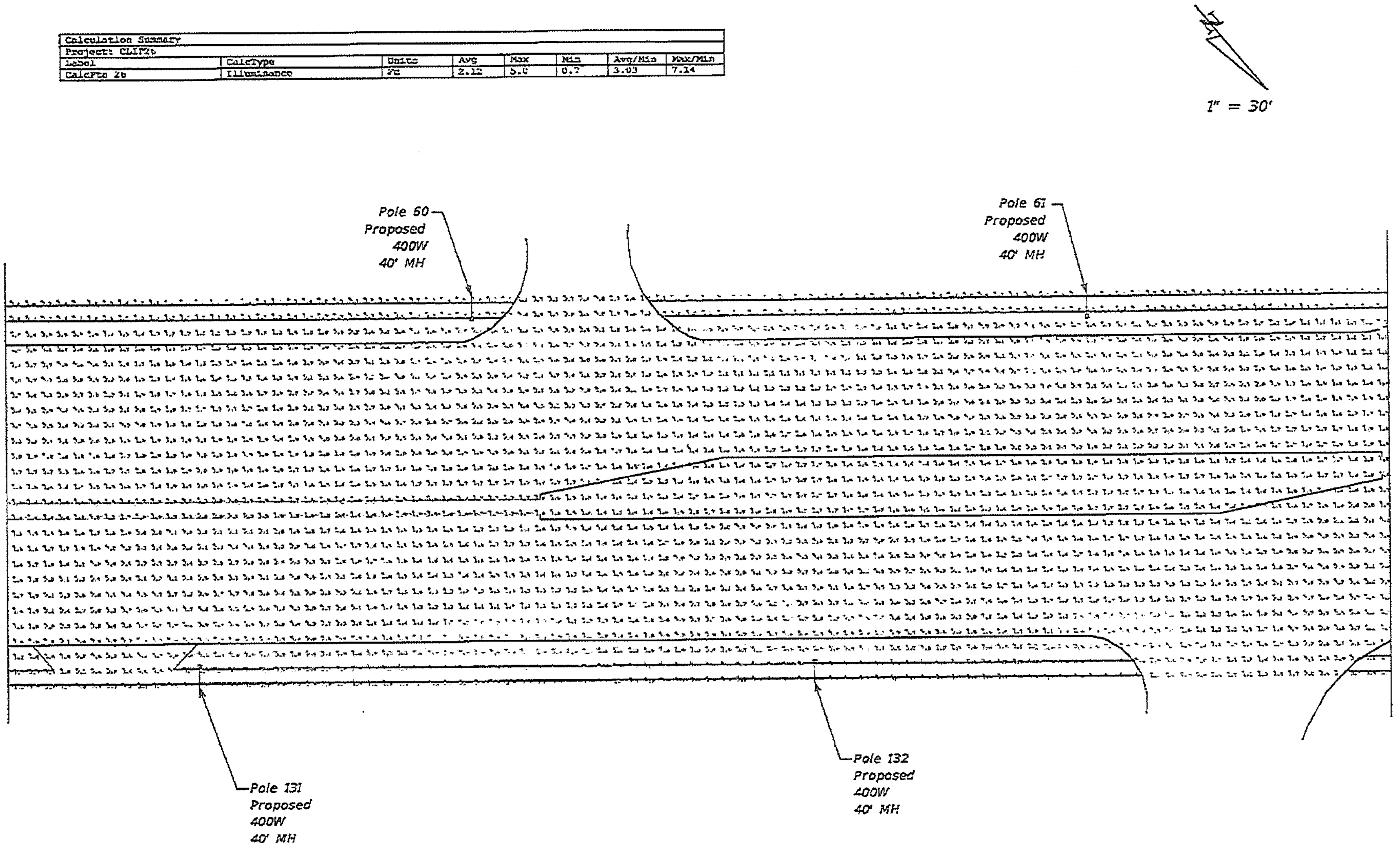
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-SS-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-25

Calculation Summary							
Project: CLIT2b							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 2b	Illuminance	Fc	2.12	5.0	0.7	3.03	7.14



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanna S. Hortz
P.E. No.: 45486
719 South Woodland Blvd.
DeLand, Florida 32720

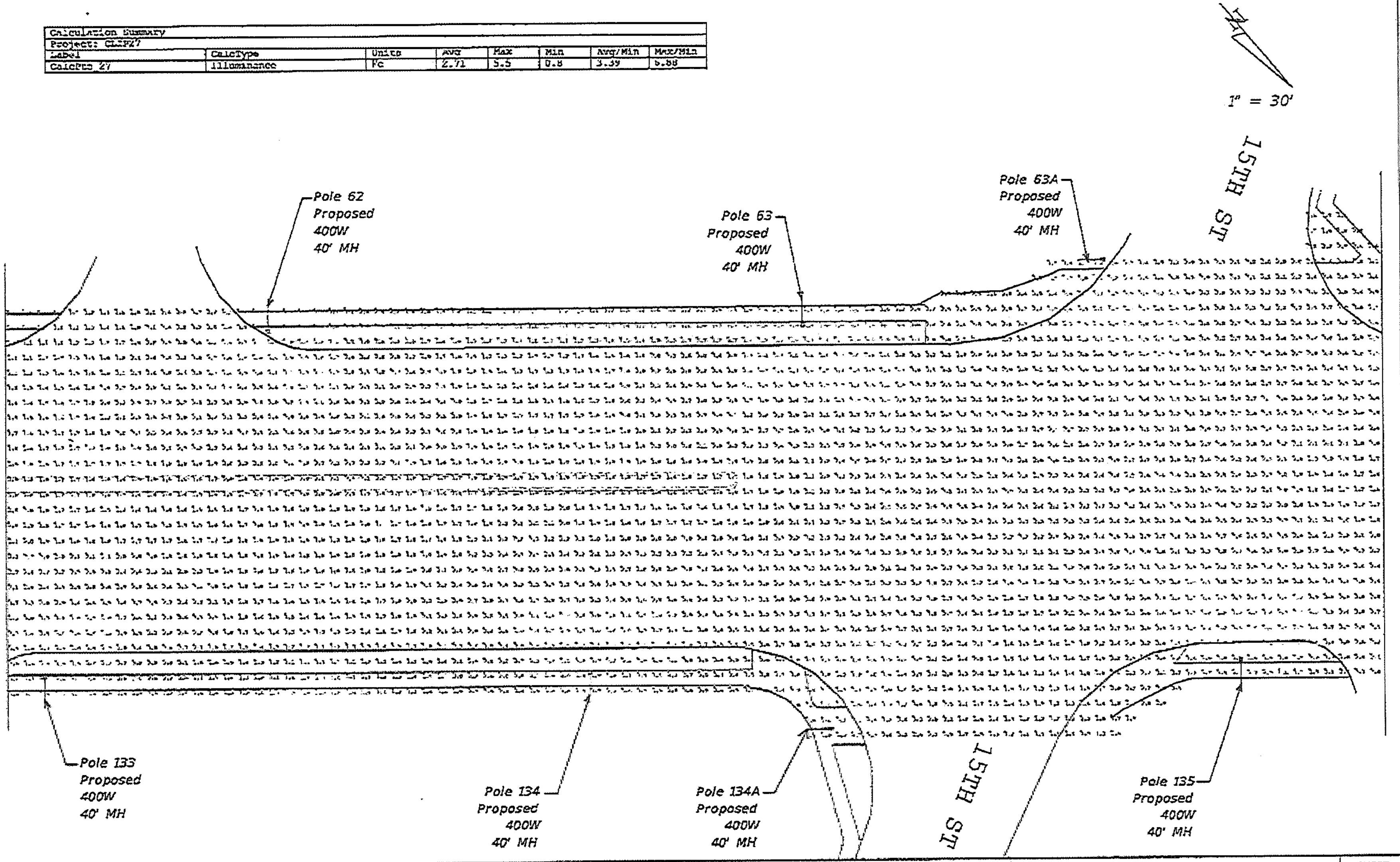
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-26

Calculation Summary							
Project: CLIP27							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 27	Illuminance	Fc	2.71	5.5	0.8	3.39	6.88



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanne S. Hertz
P.E. No.: 49166
719 South Woodland Blvd.
DeLand, Florida 32720

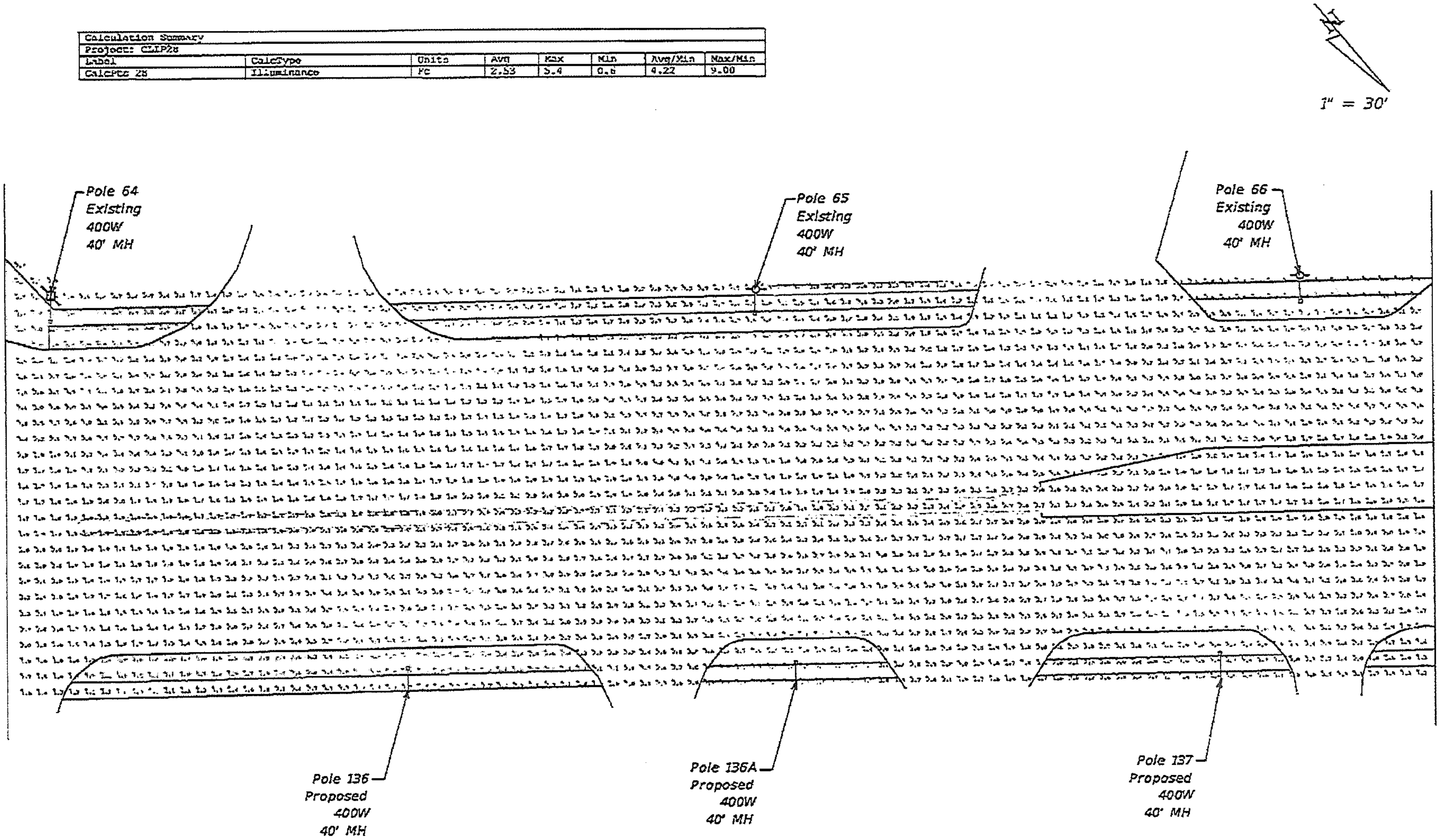
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-27

Calculation Summary							
Project: CLIP28							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 28	Illuminance	Fc	2.53	5.4	0.6	4.22	9.00



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanna S. Hartz
P.E. No.: 49486
719 South Woodland Blvd.
DeLand, Florida 32720

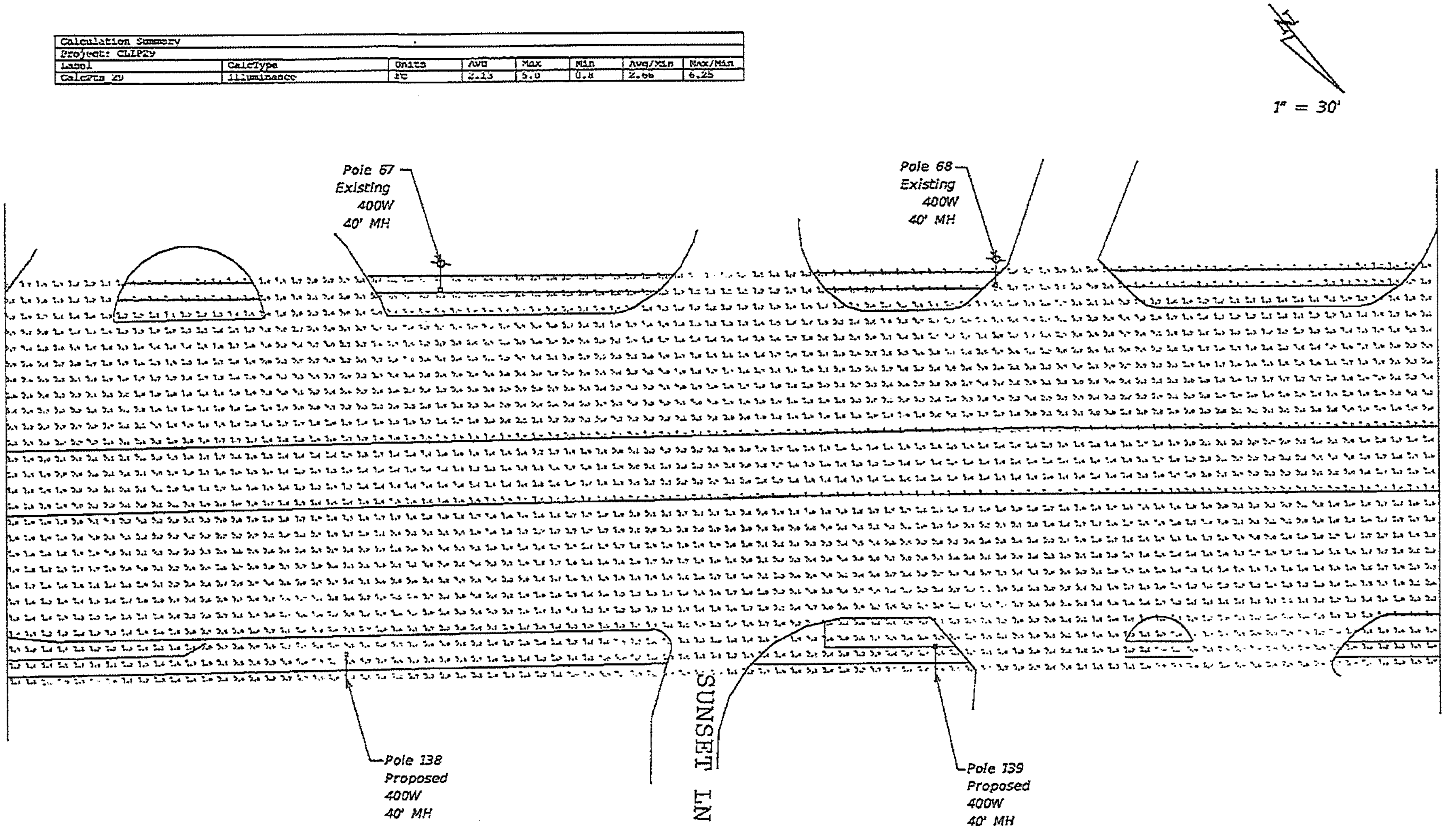
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-28

Calculation Summary							
Project: CLIP29							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 29	Illuminance	Fc	2.13	5.0	0.8	2.66	6.25



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susanne S. Hartz
P.E. No.: 45465
719 South Woodland Blvd.
DeLand, Florida 32720

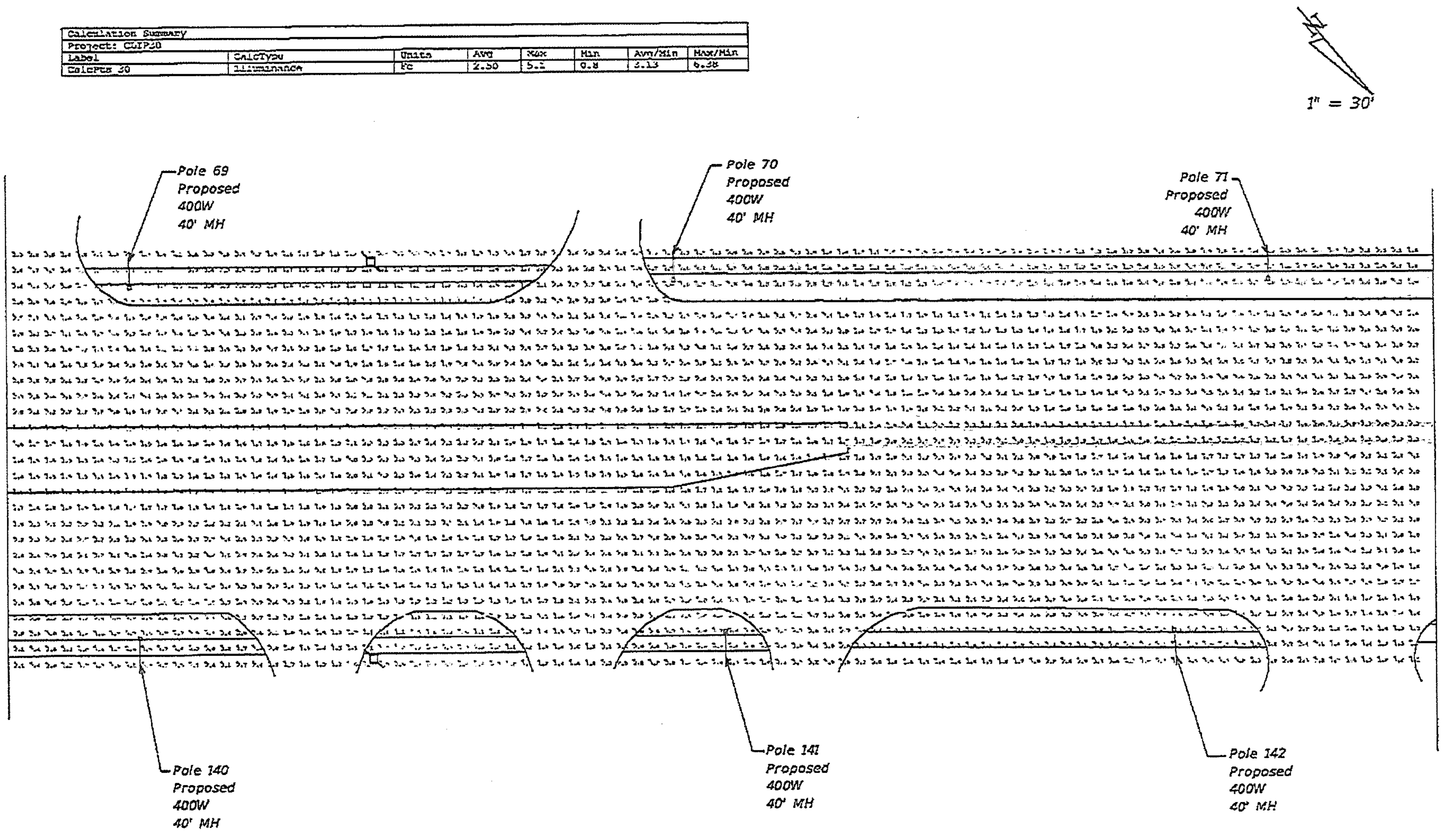
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-29

Calculation Summary							
Project: CLIP30							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 30	Illuminance	Fc	2.50	5.2	0.8	3.13	6.38



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

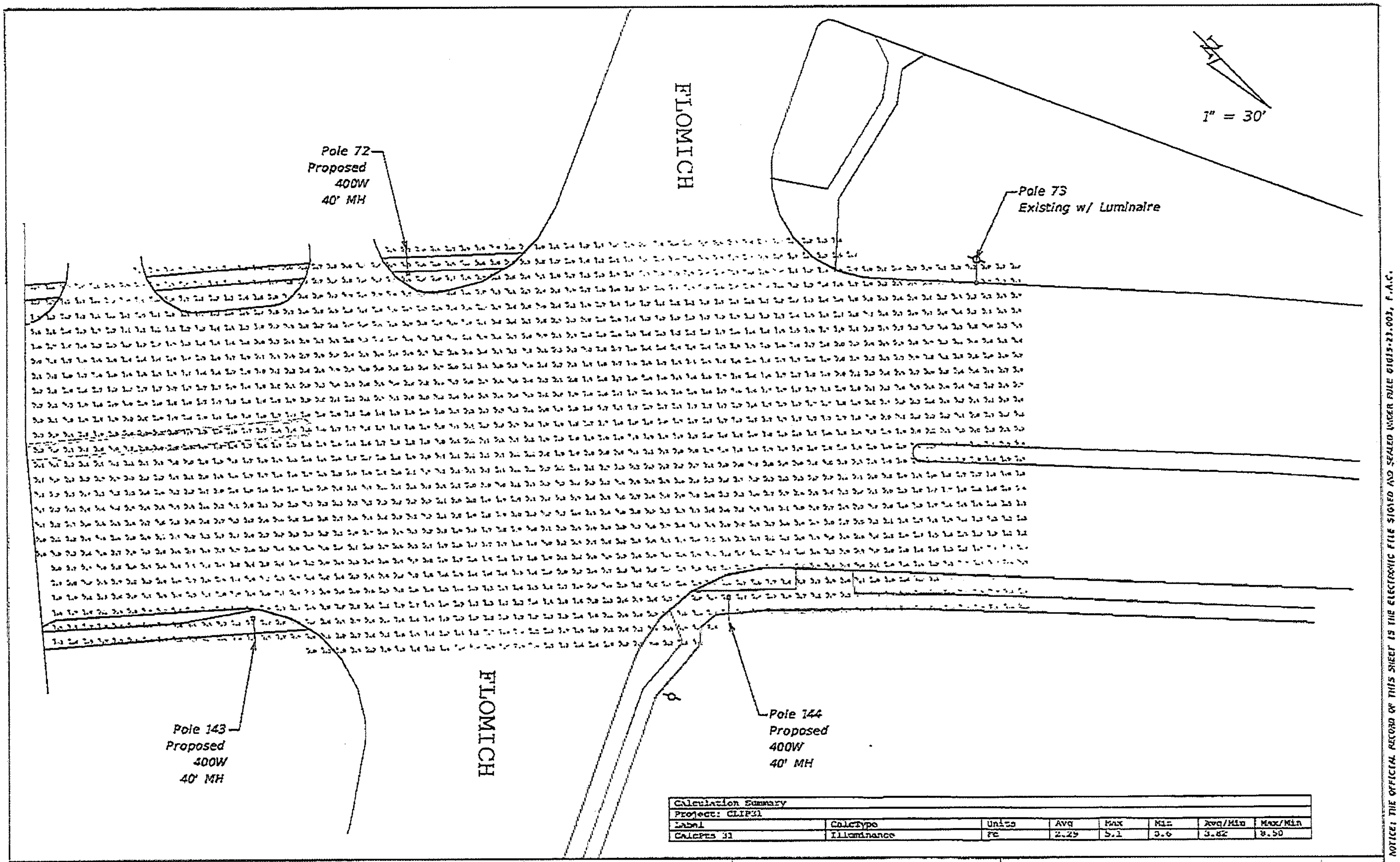
DISTRICT FIVE
Susanna S. Hortz
P.E. No.: 49486
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSIA	421705-1-58-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-30



Calculation Summary

Project: CLIP31

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 31	Illuminance	Fc	2.29	5.1	0.6	3.82	8.50

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE
Susonna S. Hertz
P.E. No.: 45486
719 South Woodland Blvd.
DeLand, Florida 32720

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
NOVA	VOLUSTIA	423705-1-53-01

LIGHTING PLANS
MASON TO FLOMICH

SHEET NO.
L-31

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 421705-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

Alternative Pay Method: The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing. The payment to the LOCAL GOVERNMENT will be the amount equal to the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT'S electric utility company, but not to exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. The LOCAL GOVERNMENT must certify on the invoice that the costs from the electric utility company are valid, reasonable, necessary, and allowable and the costs have been invoiced by the electric utility company. The LOCAL GOVERNMENT agrees to provide proof to the DEPARTMENT that the electric utility company has been paid by the LOCAL GOVERNMENT within thirty (30) days after receipt of payment from the DEPARTMENT.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL

GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Holly Lopenski
Program Coordinator
MS 4-520
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Megan Owens
Design Project Manager
MS 2-546
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5252
megan.owens@dot.state.fl.us

Vincent Vacchiano
Construction Project Manager
MS 3-506
719 South Woodland Boulevard
DeLand, Florida 32720-6834
(386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Mark Juliano
Public Works Director
453 LPGA Boulevard
Holly Hill, FL 32117
PH: (386) 248-9463
mjuliano@hollyhill.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 8th day of December, 2015, and the DEPARTMENT has executed this Agreement this 4th day of January, 2016

CITY OF HOLLY HILL

By: ______________________
Joseph Fort
City Manager

Attest:

By: Valerie Manning
Deputy Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ______________________
Frank J. O'Dea, P.E.
Director of Transportation Development

Attest:

Crystal Barr
Executive Secretary

Legal Review:

____
FDOT Attorney

Financial Provisions Approved by
the Office of Comptroller

October 16. 2015

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

December 23. 2015

EXHIBIT "B"

METHOD OF COMPENSATION

Financial Management Number: 421705-1-58-01

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100)** for actual costs incurred.

The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the CITY OF HOLLY HILL

PROJECT DESCRIPTION: "Installation of a Roadway Lighting System within the Project Limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill"

FINANCIAL MANAGEMENT ID# **421705-1-58-01**

In accordance with the Terms and Conditions of the DEPARTMENT FUNDED AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of ____________________, 20___ and all terms and conditions of Utility permit associated with closing out the permit have been met.

By: ______________________________

Name: ____________________________

Title: _____________________________

EXHIBIT "D"

RESOLUTION

Financial Management Number: 421705-1-58-01

RESOLUTION 2015-R-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF STREET LIGHTS ON SR5 (NOVA ROAD) FROM 6TH STREET TO FLOMICH STREET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill is authorized to enter into a Joint Project Agreement with the State of Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation has requested The City of Holly Hill to execute a Joint Project Agreement for the installation of street lights on SR5 (Nova Road) between 6th Street and Flomich Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AS FOLLOWS:

SECTION 1. That the City Manager of The City of Holly Hill is authorized to execute the Joint Project Agreement between the State of Florida Department of Transportation and The City of Holly Hill.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of December, 2015.

City of Holly Hill, FL

John Penny, Mayor

Attest:

Valerie Manning

Valerie Manning, City Clerk

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTTAION
AND
THE CITY OF HOLLY HILL
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE:____________________

Financial Management No.: **421705-1-58-01** **Agency: City of Holly Hill** **Contract No: AS014**	**Fund: DDR Function: 215** **Contract Amount: $152,600.00**	**FLAIR Approp: 088796** **FLAIR Obj.: 563008** **Org. Code: 55054010508** **Vendor No.: F 596000337 001**

The terms of the original Joint Participation Agreement between the Florida Department of Transportation and the City of Holly Hill, for the Project described as "Installation of a Roadway Lighting System within the Project Limits of State Road 5A (Nova Road) from 6th Street to Flomich Street in Holly Hill", executed on **January 4, 2016,** are hereby amended as follows:

The Department has authorized additional funding for construction in the amount of $47,350.00 (Forty Seven Thousand Three Hundred Fifty Dollars and No/100). This executed Amendment will serve as notice that the Total Lump Sum Amount for this Agreement is now increased to $105,250.00 for fiscal year 2015/2016 and $47,350.00 for fiscal year 2019/2020 for a total of $152,600.00.

The LOCAL GOVERNMENT understands that construction of this phase of the project utilizing the additional funding cannot begin until after the funds have been authorized and the Notice to Proceed has been issued. **Any work performed using the additional funds prior to the funds being authorized is not subject to reimbursement.**

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on __________________________, and the DEPARTMENT has executed this Agreement on __________________________.

CITY OF HOLLY HILL	**STATE OF FLORIDA** **DEPARTMENT OF TRANSPORTATION**
By: ____________________	By: ____________________
Name:____________________	Name: Loreen Bobo, P.E.
Title: ____________________	Title: Director of Transportation Development

Attachment: FDOT Installation of Roadway Lighting AS014-Nova Rd-6th to Flomich (2020-R-15 : Amendment 1 - FDOT Installation of Roadway

Attest:

Attest:

Title:

Title: Executive Secretary

LOCAL GOVERNMENT Legal Review:

DEPARTMENT Legal Review:

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

RESOLUTION

Financial Management Number: 421705-1-58-01

FPL

Decorative Streetlighting Non-Refundable Deposit Invoice

August 9, 2017

FDOT
JUAN RIVERA
TRAFFIC DESIGNER IV
719 S. WOODLAND BLVD.
DELAND, FL 32720

Re: DSL Invoice ----->

Project Information
Nova Rd. Street Lighting
Nova Rd. (6th St to Flomich St.)
CITY OF HOLLY HILL
HOLY HILL / VOLUSIA

Total Project Cost		
Lump Sum:	$152,600	
Total Monthly Cost (Maintenance + Energy)		*Franchise fees and taxes not included
*Lump Sum (M+E):	$673	
Product Information		
Fixture Information (# and type):	125	AEL 259w LED Autobahn ATBL 4K 28,091 Lumens w/8' Brkt
Pole Information (# and type):	125	Existing FPL Pole
Construction Information		
Will Cust. Install conduit?	No	
Linear Trench Footage:	0	
Linear Bore Footage:	0	
Will Cust. Bore?	0	

This preliminary cost estimate for approximately **$152,600.00** includes basic project information, and does not account for all aspects of construction (e.g., restoration). In order to proceed with a more detailed cost estimate, a non-refundable deposit for a detailed estimate in the amount of **$3,052.00** will be required. Upon completion of the project, this deposit amount will be credited to your decorative streetlight account. This invoice becomes null and void after 180 days from invoice date.

Please remit your payment to:

Florida Power & Light Company
2626 W State Road 46
Sanford, FL 32771
Garrett Peterson

If you have any questions about this estimate, or need additional information on FPL's Decorative Street Lighting Program, please contact me at 407-328-1934

Sincerely,

Garrett Peterson
Engineer II

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 14, 2020**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement for Subordination of the Interest in Such Lands to the Florida Department of Transportation (FDOT); and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-16**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill presently has a utility easement for the SE corner of Ridgewood and 6th Street (Citgo Convenient Store) for the undergrounding project. It is standard procedure for FDOT to go into an agreement with utility owners to be able to clear the title of the parcels for construction purposes. The State Department of Transportation will compensate the utility for any impact to the utility that forces the utility to have any impact on existing utilities that are existing underground or above ground that have been determined necessary for highway purposes. The proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the City of Holly Hill (City) to the Florida Department of Transportation (FDOT). FDOT is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

In consideration of the mutual covenants and promises of the parties, the City and FDOT agree as follows:

The city hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows:

PARCEL NO. 101 SECTION 7930 F.P. NO 438982-1

That part of:

> "PARCEL 1:
> The Easterly 142.52 feet of that part of Lot 42, lying Westerly of Ridgewood Avenue, a 100 foot street as now laid out and used; Block 22, Mason and Carswell, Holly Hill, as per map recorded in the Public Records of VOLUSIA County, Florida in Deed Book O, Page 312 thereof."

(Said property being a portion of the lands as described in Official Records Book 4615, page 719 of the Public Records of Volusia County, Florida.)

described as follows:

Commence at a found 1/2-inch iron rod without identification marking the northwest corner of Lot 1, Block 22 of Holly Hill as recorded in Plat Book 14, page 21 of the Public Records of Volusia County, Florida, as shown on Florida Department of Transportation Right of Way Map for State Road No. 5 (Ridgewood Avenue), Section 79030, Financial Project No. 438982-1; thence run North 63°45'41" East along the northerly boundary of said Block 22 a distance of 501.46 feet for a Point of Beginning; thence continue North 63°45'41" East along said northerly boundary a distance of 18.32 feet to a point on the existing westerly right of way line of State Road No. 5 (Ridgewood Avenue) as shown on said Right of Way Map; thence departing said northerly boundary of Block 22, run North 80°31'20" East and continue along said existing westerly right of way line a distance of 10.40 feet; thence run South 25°28'35" East and continue along said existing westerly right of way line a distance of 3.80 feet; thence departing said existing westerly right of way line run South 64°30'55" West a distance of 21.44 feet; thence run South 25°29'05" East a distance of 2.84 feet; thence South 64°30'55" West a distance of 6.87 feet; thence North 25°29'05" West a distance of 9.27 feet to the Point of Beginning.

Containing 192 square feet, more or less.

This legal description prepared under the direction of:
John J. Campbell, Jr.
Florida Registered Surveyor and Mapper No. 5522
NV5, Inc., LB 8246
201 South Bumby Avenue
Orlando, FL 32803
Date: September 4, 2019

RECORDED

Utility easement in favor of City of Holly Hill, a municipal corporation recorded in ORB 7090, Page 924;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such

alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

FISCAL ANALYSIS:

There are no financial impacts to the city regarding the subordination agreement.

STAFF RECOMMENDATION:

Approve the subordination of all city’s interests for Parcel 101

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

By adoption of this Resolution, the City Commission authorizes the City Manager to execute the attached agreement with FDOT to subordinate all the city’s interests to parcel 101 at the SE corner of Ridgewood Avenue (US 1) and 6th Street.

ATTACHMENTS:

- 101 RW map(PDF)
- 101.5 Easement (Holly Hill)(PDF)

Resolution No. 2020-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUBORDINATION OF THE INTEREST IN SUCH LANDS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUBORDINATION OF THE INTEREST IN SUCH LANDS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5, Section No. 79030, F.P. No. 438982-1, in Volusia County, Florida; and

WHEREAS, it is necessary that certain easement rights now owned by the City of Holly Hill, Florida, be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, said subordination is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by the City Manager.

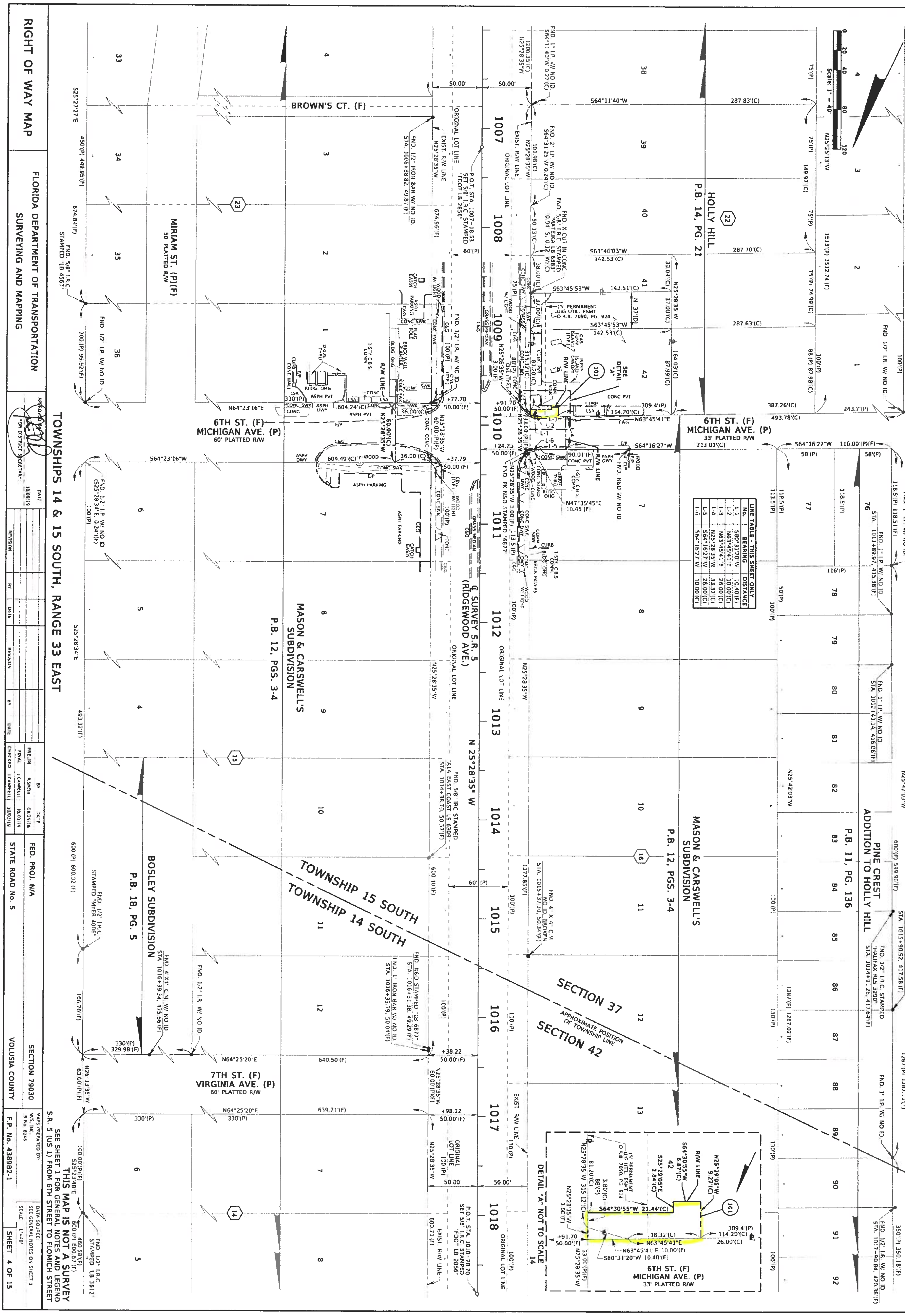
SECTION 2. That a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation, 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of APRIL, 2020.



LINE TABLE - THIS SHEET ONLY		
No.	BEARING	DISTANCE
L-1	S80°31'20"W	10.40'(F)
L-2	N63°45'41"E	10.00'(C)
L-3	N63°45'41"E	26.00'(C)
L-4	N25°28'35"W	33.32'(C)
L-5	S64°16'27"W	10.00'(C)
L-6	S64°16'27"W	10.00'(C)

03/04/2015 03:49 PM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2015-038496 # 1
Book: 7090
Page: 924

TEMPORARY UTILITY EASEMENT

THIS GRANT OF AN EASEMENT is made this 18 day of Feb, 2015, by and between Joseph Kmaid whose owner's address is 550 Ridgewood Avenue Holly Hill FL 32117-4424 (Grantor) and the City of Holly Hill, Florida, whose address is 1065 Ridgewood Ave., Holly Hill, FL 32117, a Florida municipality located in Volusia County, Florida (Grantee):

WITNESETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants, sells and conveys unto the Grantee, its successors and assigns, a permanent underground utility easement along, under, over and across certain real property located in Volusia County, Florida, more particularly described as:

✶ PERMANENT UNDERGROUND UTILITY EASEMENT
(550 Ridgewood Avenue)

PARCEL NUMBER #44-14-32-01-22-0421. A portion of Volusia County Parcel No. 44-14-32-01-22-0421, as recorded in Official Records Book 4615, page 0719, and being more particularly described as follows: The easterly 15 feet of that certain Parcel No. 44-14-32-01-22-0421, lying of and at right angles to the westerly right of way of Ridgewood Avenue (US Highway No.1), a 100 foot right of way as now existing. Excepting therefrom any portion, that falls inside a structure.

The Permanent Underground Utility Easement shall authorize the Grantee to operate, maintain and repair underground utility improvements, including the right to transmit and convey public utilities through and under said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements. Easements will be returned to its original elevation and appearance at the expense of the Grantee. All underground utility connections will be reconnected at the expense of the Grantee.

A temporary utility easement shall authorize the Grantee to operate, maintain and repair underground utility improvements, including the right to transmit and convey public utilities through and under said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements for a period of 1 year or once underground connections have been completed.

The Grantee and its successors and assigns, together with the right to enter upon said lands and to construct and maintain public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute a covenant running with and binding upon the premises described herein and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

W0038

Instrument# 2015-038496 # 2
Book: 7090
Page: 925

IN WITNESS WHEREOF, the Grantor/Grantee has hereunto set his hand and seal on the day and year first above written.

Signed in the presence of:

GRANTOR(S)

Joseph Kmaid

Valerie Manning
Print: Valerie Manning

Sandra W. Fenwick
Print: Sandra W. Fenwick

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of ~~2015~~ February 2015, by Joseph Kmaid who [ ] is personally known to me or [X] has produced a drivers' license as identification and who [ ] did [ ] did not take an oath.

Maggie Lane
Notary Public, FLORIDA

MAGGIE LANE
Notary Public - State of Florida
My Comm. Expires Jul 24, 2018
Commission # FF 144944

Printed Name Maggie Lane

My Commission Expires:

July 24th, 2018

This document was presented for recording with redacted information.

Signed in the presence of:

GRANTEE

Joseph A Forte
City of Holly Hill Florida

Valerie Manning
Print: Valerie Manning

Sandra W. Fenwick
Print: Sandra W Fenwick

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of February, 2015, by Joseph A Forte who [X] is personally known to me or [ ] has produced a drivers' license as identification and who [] who did [] did not take an oath.

Lisa L O'Neal
Notary Public, FLORIDA

Lisa L O'Neal
Printed Name

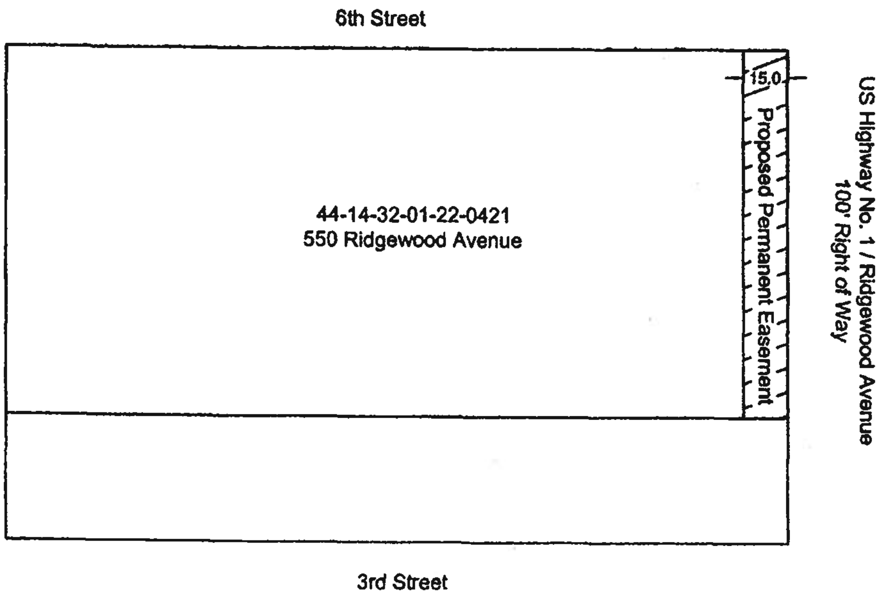
My Commission Expires: 8/22/17

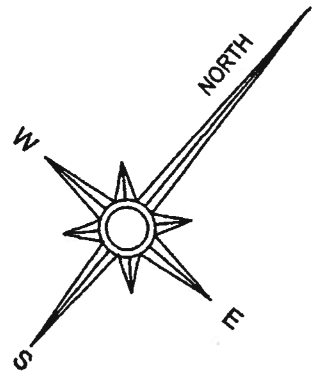
Notary Public State of Florida
Lisa L ONeal
My Commission [illegible]
Expires 08/22/2017

Instrument# 2015-038496 #
Book: 7090
Page: 926

SKETCH OF DECRIPTION ONLY

A portion of Volusia County Parcel No. 44-14-32-01-22-0421, as recorded in Official Records Book 4615, page 0719, and being more particularly described as follows: The easterly 15 feet of that certain Parcel No. 44-14-32-01-22-0421, lying westerly of and at right angles to the westerly right of way of Ridgewood Avenue (US Highway No. 1), a 100 foot right of way as now existing. Excepting therefrom any portion, that falls inside a structure.





No Scale

Exclusively prepared for:
The City of Holly Hill

Michael M Myer FL PSM LS4006

Job No. W0038 Undergrounding Project

Myer Land Surveying, Inc
Professional Surveyor & Mapper
Licensed Business Certification Number 6877
316 Ridgewood Avenue Holly Hill, Fl 32117
386 255-6304
mmyer4006@bellsouth.net

MYER LAND SURVEYING
Incorporated
Michael M. Myer, Professional Surveyor and Mapper
Bachelor of Land Surveying, University of Florida
Phone 386 255-6304
Mmyer4006@bellsouth.net

316 Ridgewood Avenue *Holly Hill, Florida 32117*

W0038
550 Ridgewood Avenue
Holly Hill, Florida 32117

A portion of Volusia County Parcel No. 44-14-32-01-22-0421, as recorded in Official Records Book 4615, page 0719, and being more particularly described as follows: The easterly 15 feet of that certain Parcel No. 44-14-32-01-22-0421, lying westerly of and at right angles to the westerly right of way of Ridgewood Avenue (US Highway No. 1), a 100 foot right of way as now existing. Excepting therefrom any portion, that falls inside a structure.

Description prepared by:

Michael M Myer, FL PSM 4006

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 04/14/20 07:00 PM
Department: Police
Category: Consent Agenda
Prepared By: Steve Aldrich
Initiator: Steve Aldrich
Sponsors:

CONSENT AGENDA (ID # 2860)

DOC ID: 2860

Memorandum of Understanding (MOU) - Tallahassee Police Department and HHPD (ELVIS) Electronic License and Vehicle Information System

DISCUSSION:

The Tallahassee Police Department (TPD) has partnered with the Florida State University (FSU) to provide an interface to the Electronic License and Vehicle Information System (ELVIS). This data-base is a Criminal Justice Information System (CJIS) that allows the exchange of Driver's License information between different states. The utilization of this system will allow our officers in the field to access driver's license information on individuals from other states when they conduct traffic stops and other investigations. This tool could prove to be very useful when trying to verify a driver's identity and or ownership of a particular vehicle. This program also works directly with our current Traffic Crash reporting system TraCS to self populated certain data directly into the report.

This agreement may also be terminated with a (60) day written notice or immediately, if either party violated this agreement.

This is an updated version of a prior agreement since the ELVIS platform is now hosted by the Tallahassee Police Department instead of the Panama Beach City Police Department due to past hurricane damages that occurred in Panama City.

FISCAL ANALYSIS:

There is no cost associated with the Memorandum of Understanding with the Tallahassee Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS).

STAFF RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Understanding with the Tallahassee Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS) database.

COMMISSION GOAL:

Goal #4:

Provide proficient public health and safety services in terms of police, fire protection, water, storm water, waste water, solid waste management, and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, utilization of technologies and proven innovations.

MOTION:

Motion to approve the Holly Hill Police Department's entry into a Memorandum of Understanding with the Tallahassee Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS).

MEMORANDUM OF UNDERSTANDING

Electronic License and Vehicle Information System (ELVIS)

WITNESSETH

WHEREAS, on 24 day of March, 2020 ("Effective Date") this MOU is entered into by and between, the City of Tallahassee on behalf of the Tallahassee Police Department, hereafter referred to as TPD, and the Holly Hill Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, TPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both TPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, TPD presently has the benefit of Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC, and;

WHEREAS, the CA wishes to utilize ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and;

WHEREAS, TPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the TPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.

2. TPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

3. TPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJI prior to being granted access. TPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. TPD will retain the fingerprint based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

4. TPD will maintain a current and complete list of all personnel who have been authorized to access CJI. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

5. TPD shall provide to the CA the list of all personnel who are authorized access to CJI inside ELVIS.

6. TPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and UA.

7. When any change occurs to the list of authorized personnel, the TPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

8. TPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.

9. To properly assess any potentially disqualifying information as it becomes available, every year, TPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJI in ELVIS.

10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in ELVIS, the TPD shall immediately notify the CA via formal correspondence of the individual’s activity.

11. TPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in ELVIS.

12. The CA shall be entitled to use, through agents and employees of the TPD, the ELVIS interface located at the TPD for the purpose of gaining access to NCIC and FCIC information Systems for law enforcement purposes.

13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of NCIC and FCIC with regards to the use of any device accessing CJI and/or ELVIS under the terms of this agreement.

14. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

15. The CA agrees that it shall make use of the ELVIS access in compliance with the CSP.

16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

17. The CA agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information Systems by the CA, CA's agents, and the CA's authorized designees. Subject to such authority and limitations provided pursuant to Section 768.28, Florida Statutes, and subject strictly to the financial limits stated in Section 768.28, Florida Statutes, the CA shall indemnify and hold harmless TPD for any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.

18. TPD agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information System entered by TPD, TPD agents, and TPD's authorized designees. Subject to such authority and limitations provided pursuant to Section 768.28, Florida Statutes, and subject strictly to the financial limits stated in Section 768.28, Florida Statute, TPD agrees to save and hold harmless, and indemnify the CA from any and all liability relating to or arising out of the validity and accuracy of information and data it submits for entry into the NCIC and FCIC Information Systems.

19. The CA retains ownership of all records created inside ELVIS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.

20. The CA grants TPD permission to retain and host all records created inside ELVIS by the CA in accordance with the CSP and FDLE UA.

21. The CA grants TPD and aforementioned personnel provided in section 1 permission to view and create records in FSU ELVIS on behalf of the CA solely for the purposes of training or troubleshooting.

22. The CA agrees that neither TPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. TPD agrees to forward all public records requests it receives for records created and/or owned as described in section 19 by the CA to the CA.

23. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting ELVIS access to agency owned devices and forbidding access and use of ELVIS on personally owned or public devices.

24. TPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by TPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an

Attachment: ELVIS TPD MOU_Fillable_2018_10_16 (2860 : MOU - Tallahassee Police Department and HHPD (ELVIS)) individual is added or removed from the list of authorized users or when an individual on the list is arrested.

25. TPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.

26. TPD will forward a copy of this Agreement of the FDLE CSO.

27. The term of this agreement shall commence on the Effective Date and shall remain in full force and effect until terminated in accordance with the terms herein.

28. Either party may terminate this Agreement upon sixty (60) business days' written notice or immediately by TPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that TPD has violated the terms of this Agreement.

29. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

30. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between TPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Tallahassee Police Department
Agency Name (TPD)

Authorized Signatory (TPD)

Lawrence E. Revell, #100 Chief of Police
Printed Name / ID # Title

ATTEST TO:

By:____
James O. Cooke, IV, City Treasurer-Clerk
Approved as to form:

By:____
Theresa A. Flury, Asst. City Attorney

Holly Hill Police Department
Agency Name (CA)

Authorized Signatory (CA)

Stephen K. Aldrich / #115	Chief of Police
Printed Name / ID #	Title

Witness Signature (CA)

Jeff Miller / #119	Deputy Chief
Printed Name / ID #	Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

Attachment: ELVIS TPD MOU_Fillable_2018_10_16 (2860 : MOU - Tallahassee Police Department and HHPD (ELVIS))

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 14, 2020**
FROM: **Joseph Forte**
SUBJECT: **Regular Agenda - a Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Amended Incentive Agreement, Development Agreement, and Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-17**
APPLICANT:
PLANNER:

DISCUSSION:

The City entered into agreements with Rainer and Julie Martens for the development of a Pickleball facility. Rainer and Julie Martens (Martens Properties, LLC) have changed the name of the LLC to Martens Charities, Inc. As a result, the Incentive Agreement, Development Agreement and the Management Agreement need to be amended reflecting the name change and other necessary adjustments.

In the **Incentive Agreement** the following changes have been made.

> Name changed to Martens Charities, Inc.
>
> City contribution increased from $1,000.000 to $1,300,000 previous approved by the City Commission during the 2020 budget process. $1,200,000 has already been reimbursed for eligible expenditures this year. The balance of $100,000 will be budgeted in the 2020/2021 budget or the 2020 amended budget.

In the **Development Agreement** the following changes have been made.

> Name changed to Martens Charities, Inc.
>
> City contribution increased from $1,000.000 to $1,300,000 previous approved by the City Commission during the 2020 budget process. $1,200,000 has already been reimbursed for eligible expenditures this year. The balance of $100,000 will be budgeted in the 2020/2021 budget or the 2020 amended budget.
>
> Insurance requirement have been updated.

In the **Management Agreement** the following changes have been made.

> Name changed to Pictona at Holly Hill.

Insurance requirement have been updated.

City and Management expenses better identified.

FISCAL ANALYSIS:

One million dollars ($1,200,000.00) of CRA funds have been encumbered the 2018/2019/2020 fiscal year budget for the development of this project. An additional $100,000 will be budgeted in the 2020 mid-year adjustment or the 2021 budget cycle.

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the amended Incentive Agreement, Development Agreement and Management Agreement and authorize the City Manager to execute each one.

COMMISSION GOAL:

N/A

MOTION:

City Commission to approve the amended Incentive Agreement, Development Agreement and Management Agreement and authorize the City Manager to execute each one.

ATTACHMENTS:

- Pickleball Incentives Agreement revised revised 3-25-2020 (PDF)
- Pickleball Management Agreement revised 03-25-2020 (PDF)
- Pickleball Development Agreement revised 03-25-2020 (PDF)
- Pickleball Incentives Agreement FINAL Version (PDF)
- Pickleball Development Agreement FINAL Version (PDF)
- Pickleball Management Agreement Final Version (PDF)

Resolution No. 2020-17

REGULAR AGENDA - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED INCENTIVE AGREEMENT, DEVELOPMENT AGREEMENT, AND MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED INCENTIVE AGREEMENT, DEVELOPMENT AGREEMENT AND MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, the City of Holly Hill (City) entered into an Agreement with Martens Properties, LLC to offer an incentive agreement for the development of a Pickleball Recreation Facility and other improvements; and

WHEREAS, Martens Properties, LLC (Developer) has changed its name to Martens Charities, Inc., and desires to continue to develop a portion of Hollyland Park hereinafter described in the updated Exhibit “A” and Exhibit “B” attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, Pickleball Daytona at Holly Hill has changed its name to Pictona at Holly Hill, Inc., and desires to continue to manage and operate the Pickleball Facility in the designated portion of Hollyland Park hereinafter described in the update Exhibit “A” and Exhibit “B” attached hereto (Property).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approves the amended Management Agreement and the City Manager of the City of Holly Hill is authorized to execute the Management Agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and shall be deemed effective since December 11, 2018.

APPROVED AND AUTHENTICATED on this 14th day of APRIL, 2020.

INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens ~~Properties~~Charities, LLC (Developer).

WITNESSETH

WHEREAS, the City is the owner of a public park known as Hollyland Park located at ~~1082~~ 1066 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million three hundred thousand dollars ($1,~~000~~300,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million three hundred thousand dollars ($1,~~000~~300,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications (“notice(s)”) to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency’s sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency’s sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the

non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

18) This Agreement shall be deemed effective since December 11, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL

____
Valerie Manning
City Clerk

____
Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _________________, 2018 by ______________________ of Holly Hill, who is personally known to me or produced _________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: __________________
Commission No.: _____________________
My Commission Expires: ______________

ATTEST:

COMMISSION OF THE CITY COMMUNITY REDEVELOPMENT AGENCY

____
Valerie Manning
City Clerk

____
Chris Via
Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ______________________, ~~2018~~ 2020 by _____________________________ of Holly Hill, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _______________________
Commission No.: ___________________________
My Commission Expires: __________________

Martens ~~Property~~Charities, LLC

Witness: ____________________________

By:________________________________

Printed Name: _____________________

Title:______________________________

Date:______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ______________________, ~~2018~~ 2020 by ______________________ of ____________________________, who is personally known to me or produced ___________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

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Commission No.: ____________________

My Commission Expires: ______________

MANAGEMENT AGREEMENT

WHEREAS, Martens ~~Properties~~Charities, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill (City).

WHEREAS, it is the intent that after construction is completed, ~~Pickleball Daytona of Holly Hill~~Pictona at Holly Hill, Inc. (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City and the Operator hereby agree to the following:

1) The City hereby retains the Operator for the management and operations of the Project.

2) The Operator agrees to manage, operate, and maintain the Project in a first-~~-~~class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City);~~,~~ etc. The City shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.

3) City will not authorize another pickleball facility or the construction of a pickleball courts on City owned land.

4~~3~~) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership. ~~The Operator shall offer residents of the City a 25-50% discount on any membership.~~

5~~4~~) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City which provides projected revenue and expenses by category.

6~~5~~) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City. Employee's working at the Project shall receive a reasonable compensation for the services rendered

7~~6~~) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. ~~Consumption of beer and wine shall be limited to areas within the fenced in area and shall not be allowed on the courts.~~ **Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64' x 36' fenced and gated area).** Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8~~7~~) Operator shall provide the City with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City's review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9~~8~~) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. ~~a.~~ Statutory Worker's Compensation and Employer's Liability Insurance covering all employees.

Hired and non-hired insurance automobile liability in the amount of $1,000,000.

b.

~~b.~~

c. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per

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Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

~~Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City must be included.Combined single limit broad form general liability insurance naming City as an additional insured with a limit of not less than $1 million per occurrence covering bodily injury and property damage for the full insurable value of the Project.~~

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d. Liquor Liability in the amount of ~~c.~~ $1,000,000 per occurrence/$2,000,000 aggregate ~~limit Liquor Liability~~ covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City as an additional insured.

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d~~c.~~ A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Operator and City prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

10~~9~~) Operator agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11~~0~~) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City with six (6) months advance written notice. The City cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City.

12~~1~~) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13~~2~~) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City. Upon approval by the City, the City must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14~~3~~) The City shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15~~4~~) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A~~B~~. ~~**Overflow parking for daily operations is permitted in the open space west of the facility without City approvalS**~~. Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B **or the field to the west to accommodate parking**.~~Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize the surrounding park facilities to accommodate such as for parking.~~ The Operator shall obtain the necessary special event permit for such an event or activity.

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16~~5~~) The Operator is a private, not-for-profit corporation. The City provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City's responsibility)~~.~~. The expenses identified as the City's responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating.~~and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City's Property even if the Operator does not operate the Project on the Property.~~ The Operator is not an agent of the City, but an independent third party. The City is not delegating to the Operator the right or obligation to perform any function that the City would otherwise provide.

17~~6~~) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL

____

Valerie Manning
City Clerk

____

Chris Via~~John Penny~~
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, ~~2018~~ 2020 by _________________________________ of Holly Hill, who is personally known to me or produced _________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ________________________
Commission No.: ___________________________
My Commission Expires: _____________________

~~Pickleball Daytona~~Pictona at Holly Hill ~~of Holly Hill~~ ~~DEVELOPER~~

Witness: _______________________

By: _______________________________
Title~~Name~~:

____
Printed Name: ______________________

Date~~Title~~: _____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, ~~2018~~ 2020 by _________________________________ of _________________________________, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ____________________________
Commission No.: ________________________________
My Commission Expires: _________________________

DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at ~~1082~~ 1066 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens ~~Properties~~Charities, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City and the Developer desire to develop the Property for the Project.

WHEREAS, the City and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City.

WHEREAS, this Agreement shall provide the terms and conditions of the development ~~and operation~~ of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted $3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted $1,~~000~~300,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, i~~I~~t is anticipated at this time that the Project will include the following:

A. 24 lighted pickleball courts with eight (8) under cover.
B. 4,200 sq. ft. Club House.~~;~~
C. 3,200 sq. ft. Restaurant.
D. 2.400 sq. ft. ~~Senior~~ SeniorActivity Center.
E. Other recreational facilities as shown on Exhibit B.
F. Landscaping.
G. Necessary infrastructure, including water, sewer, stormwater and electric.
H. Parking.
I. Signage.
J. Demolition and other site prep.
K. There shall be separate electric meters for ~~Senior~~ Senior Activity Center, outside lighting,~~;~~ Club House and Restaurant.

2) Developer will transfer the budgeted $3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the $3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3~~2~~) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development ~~and operation~~ of the Project. The execution of this Agreement by the City does not obligate the City to approve the Project as the regulatory body. The City is required to apply the existing development regulations to the Project.

4~~3~~) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City and Developer.

5~~4~~) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. ~~a.~~ Statutory Worker's Compensation and $1 mil./$1 mil./ $1 mil. Employer's Liability Insurance covering all employees. Hired and non-hired insurance liability in the amount of $1,000,000.

b. ~~b.~~ Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

c. Content insurance may be obtained for food and beer & wine.

~~Combined single limit broad form general liability insurance naming City as an additional insured with a limit of not less than $1 million per occurrence covering bodily injury and property damage for the full insurable value of the Project.~~

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c. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Developer and City prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

6~~5~~) Developer agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7~~6~~) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers F~~and f~~or invoices not paid the Developer shall provide the City with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8~~7~~) The Developer is a private limited liability company. The City provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City's Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City, but an independent third party. The City is not delegating to the Developer the right or obligation to perform any function that the City would otherwise provide.

9~~8~~) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

10) **This Agreement shall be deemed effective since December 11, 2018.**

ATTEST: **CITY COMMISSION OF THE CITY OF**

HOLLY HILL

____

Chris Via~~John Penny~~
Mayor

____
Valerie Manning
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ______ day of __________________________, ~~2018~~ 2020 by __________________________________ of Holly Hill, who is personally known to me or produced __________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ___________________________
Commission No.: ________________________________
My Commission Expires: _____________________

Martens ~~Properties~~Charities, LLC~~DEVELOPER~~

Witness: ______________________________

Printed Name: __________________________

By: ________________________________
Title~~Name~~: ___________________________
Date~~Title~~: ______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ______ day of __________________________, ~~2018~~ 2020 by ___________________________________ of

_______________________________, who is personally known to me or produced _____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _________________________
Commission No.: _____________________________
My Commission Expires: ____________________

City of Holly Hill
and Marten Charities, LLC
INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens Charities, LLC (Developer).

WITNESSETH

WHEREAS, the City is the owner of a public park known as Hollyland Park located at 1066 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million three hundred thousand dollars ($1,300,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

3) Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million three hundred thousand dollars ($1,300,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications (“notice(s)”) to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency’s sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency’s sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the

non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

18) This Agreement shall be deemed effective since December 11, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:	**CITY COMMISSION OF THE CITY OF HOLLY HILL**
______________________________	______________________________
Valerie Manning City Clerk	Chris Via Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ______________________, 2018 by ____________________________ of Holly Hill, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ______________________
Commission No.: __________________________
My Commission Expires: __________________

ATTEST:	**COMMISSION OF THE CITY COMMUNITY REDEVELOPMENT AGENCY**
______________________________	______________________________
Valerie Manning City Clerk	Chris Via Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of ____________________, 2020 by __________________________ of Holly Hill, who is personally known to me or produced ____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _____________________
Commission No.: ________________________
My Commission Expires: ________________

Martens Charities, LLC

Witness: _________________________ By:_____________________________

Printed Name: ___________________ Title:___________________________

Date:___________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of ____________________, 2020 by ____________________ of __________________________, who is personally known to me or produced _________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _____________________
Commission No.: ________________________
My Commission Expires: ________________

City of Holly Hill
and Marten Charities, LLC
DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1066 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens Charities, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City and the Developer desire to develop the Property for the Project.

WHEREAS, the City and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City.

WHEREAS, this Agreement shall provide the terms and conditions of the development of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted $3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted $1,300,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, it is anticipated at this time that the Project will include the following:

A. 24 lighted pickleball courts with eight (8) under cover.
B. 4,200 sq. ft. Club House.
C. 3,200 sq. ft. Restaurant.
D. 2.400 sq. ft. Senior Activity Center.
E. Other recreational facilities as shown on Exhibit B.
F. Landscaping.
G. Necessary infrastructure, including water, sewer, stormwater and electric.
H. Parking.
I. Signage.
J. Demolition and other site prep.

K. There shall be separate electric meters for Senior Activity Center, outside lighting, Club House and Restaurant.

2) Developer will transfer the budgeted $3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the $3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development of the Project. The execution of this Agreement by the City does not obligate the City to approve the Project as the regulatory body. The City is required to apply the existing development regulations to the Project.

4) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City and Developer.

5) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. Statutory Worker's Compensation and $1 mil./$1 mil./ $1 mil. Employer's Liability Insurance covering all employees. Hired and non-hired insurance liability in the amount of $1,000,000.

b. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

c. Content insurance may be obtained for food and beer & wine.

c. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Developer and City prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

6) Developer agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers For invoices not paid the Developer shall provide the City with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8) The Developer is a private limited liability company. The City provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City’s Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City, but an independent third party. The City is not delegating to the Developer the right or obligation to perform any function that the City would otherwise provide.

9) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

10) **This Agreement shall be deemed effective since December 11, 2019.**

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL

____

Chris Via
Mayor

____

Valerie Manning
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, 2020 by _______________________________ of Holly Hill, who is personally known to me or produced ________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _________________________
Commission No.: _____________________________
My Commission Expires: ____________________

Martens Charities, LLC

Witness: ___________________________
By: _____________________________
Title: _________________________
Printed Name: ________________________
Date: ___________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of ________________________, 2020 by ___________________________________ of _______________________________, who is personally known to me or produced _____________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: _________________________
Commission No.: _____________________________
My Commission Expires: ____________________

City of Holly Hill
and Marten Charities, LLC
MANAGEMENT AGREEMENT

WHEREAS, Martens Charities, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill (City).

WHEREAS, it is the intent that after construction is completed, Pictona at Holly Hill, Inc. (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City and the Operator hereby agree to the following:

1) The City hereby retains the Operator for the management and operations of the Project.

2) The Operator agrees to manage, operate, and maintain the Project in a first-class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City); etc. The City shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.

3) City will not authorize another pickleball facility or the construction of a pickleball courts on City owned land.

4) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership.

5) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually

submit a budget for review by the City which provides projected revenue and expenses by category.

6) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City. Employee's working at the Project shall receive a reasonable compensation for the services rendered

7) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64' x 36' fenced and gated area). Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8) Operator shall provide the City with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City's review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. Statutory Worker's Compensation and Employer's Liability Insurance covering all employees.
b. Hired and non-hired insurance automobile liability in the amount of $1,000,000.

c. Combined Single Limit General Liability insurance with a limit of not less than $1,000,000 per occurrence/$2,000,000 aggregate covering Bodily Injury and Property Damage, $5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

d. Liquor Liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City as an additional insured.

e. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Operator and City prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

10) Operator agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City with six (6) months advance written notice. The City cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City.

12) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City. Upon approval by the

City, the City must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14) The City shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A. ~~S~~. Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B **or the field to the west to accommodate parking**. The Operator shall obtain the necessary special event permit for such an event or activity.

16) The Operator is a private, not-for-profit corporation. The City provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City's responsibility). The expenses identified as the City's responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating. The Operator is not an agent of the City, but an independent third party. The City is not delegating to the Operator the right or obligation to perform any function that the City would otherwise provide.

17) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

CITY COMMISSION OF THE CITY OF HOLLY HILL

____

Valerie Manning
City Clerk

____

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, 2020 by ________________________________ of Holly Hill, who is personally known to me or produced _________________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: ________________________
Commission No.: ___________________________
My Commission Expires: ____________________

Pictona at Holly Hill

Witness: _______________________

Printed Name: _______________________

By: ______________________________
Title: __________________________
Date: ____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _________________________, 2020 by _____________________________________ of _________________________________, who is personally known to me or produced ______________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Type or Print Name: __________________________
Commission No.: _____________________________
My Commission Expires: _______________________