

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • APRIL 25, 2017

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
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PRESENTATIONS

- 1. Teacher Appreciation Week - May 7 - 13, 2017
(Requested by Valerie Manning, City Clerk)
- 2. 2016 CAFR Presentation BMC, Inc., the City's Auditor, is Here to Present the Comprehensive Annual Financial Report for the Fiscal Year 2015-2016
(Requested by Kurt Swartzlander, Finance)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - April 11, 2017 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEM (1)

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 Resolution 2017-R-30 A Resolution Authorizing Execution of a Railroad Reimbursement Agreement for the Installation of Grade Crossing Traffic Control Devices and Future Maintenance and Adjustment of Said Devices; Providing for the Expenditure of Funds; and Providing When This Resolution Shall Take Effect.
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE**7. PUBLIC HEARINGS**

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.

1. Ordinance Ordinance 2993 An Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Solid Waste Franchise Agreements; Amending Section 54-10, G, (2) Insurance and Bond Requirements; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

2. 1321 Daytona Avenue - Variance Request A Request for a Variance of 12 Feet from the Rear Yard Setback to Allow a Screen Room to be Located 8 Feet from the Rear Property Line. the Proposed Screen Room is Replacing an Existing 10 X 12 Deck and Trellis Cover at the Same Location.

(Requested by Thomas Harowski, Board of Planning and Appeals)

8. COMMUNICATIONS

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

9. 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.

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1649)**

Meeting: 04/25/17 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 1649

Teacher Appreciation Week - May 7 - 13, 2017

The School District of Volusia County and the Volusia United Educators are seeking municipalities assistance as they celebrate their teachers, staff and administrators during Teacher Appreciation Week, May 7 - 13, 2017.



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
TEACHER APPRECIATION WEEK
MAY 7 – 13, 2017

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community.

NOW, THEREFORE, BE IT RESOLVED, I, John Penny, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby proclaim May 7-13, 2017, to be **TEACHER APPRECIATION WEEK**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 25th day of April, 2017.

City of Holly Hill, Florida

 John Penny, Mayor

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1642)**

Meeting: 04/25/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Kurt Swartzlander
Initiator: Kurt Swartzlander
Sponsors:

DOC ID: 1642

**2016 CAFR Presentation BMC, Inc., the City's Auditor, is Here
to Present the Comprehensive Annual Financial Report for
the Fiscal Year 2015-2016**



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: April 25, 2017
FROM: Valerie Manning
SUBJECT: Minutes - April 11, 2017 - Regular City Commission Meeting
NUMBER: (ID # 1641)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from April 11, 2017 Regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - April 11, 2017 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 11, 2017

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
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Commissioner Currie led the invocation.

C. Pledge of Allegiance to the Flag

Commissioner Currie led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Proclamation - Child Abuse Prevention Month

(Requested by Valerie Manning, City Clerk)

Mayor Penny read the proclamation.



3. PUBLIC COMMENTS

No one spoke.

4. APPROVAL OF MINUTES

1.

Minutes - March 28, 2017 - Regular City Commission & CRA Meeting

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - April 11, 2017 - Regular City Commission meeting (1641 : Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 11th day of April, 2017, in Holly Hill



5. CONSENT AGENDA - ITEM (1)

1. Resolution

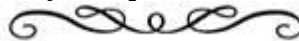
Resolution 2017-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Mutual Aid Agreement with FlaWarn

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 11th day of April, 2017, in Holly Hill



6. REGULAR AGENDA

1. Ordinance

Ordinance 2993 An Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Solid Waste Franchise Agreements; Amending Section 54-10, G, (2) Insurance and Bond Requirements; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 4/25/2017 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

a. City Manager and Staff Comments

A. City Manager and Staff Comments

1.

Proposed Budget Calendar for Fiscal Year 2017-2018

(Requested by Kurt Swartzlander, Finance)

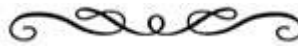
There was **consensus** to not have the Kids on the Hill event and use the funds for that event for the National Night Out with the HHPD and get more activities for the kids. The National Night Out event is held in front of City Hall on August 1. There is more visibility doing it on the front lawn. They will try to get the school involved as well; try to get a school presence. The new principal is involved with the community; he will try to get some presence for National Night Out. The city will advertise it as much as we can.

*Commissioner Via made a motion to **COMBINE the Kids on The Hill event with the National Night Out**, seconded by Commissioner Danio.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

RESULT:	CM COMMENTS
----------------	--------------------



2.

Support of the Halifax Humane Society Grant Application to Petco

(Requested by Joseph Forte, City Manager)

RESULT:	CM COMMENTS
----------------	--------------------

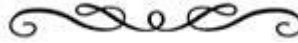


3.

TMH Consulting, Inc. - Final Contract Renewal

(Requested by Joseph Forte, City Manager)

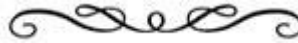
RESULT:	CM COMMENTS
----------------	--------------------



4.

Planning Solutions Corp. - Final One Year Extension of Service Agreement
(Requested by Valerie Manning, City Clerk)

RESULT:	CM COMMENTS
----------------	--------------------



B. City Attorney Comments
Not present

C. Mayor's Comments
Mayor Penny brought up the time of the Commission meetings; there was some discussion about changing the time; possibly having some daytime workshops.

There was **consensus** to keep the Commission meetings at 7:00 PM and possibly hold workshops during the day. Each Commissioner will get with the City Manager and discuss thier views and what they decide.

D. City Commission Comments
Commissioner Via asked if they could possibly have a workshop for a branding aspect because the city is redoing US1; real-deal branding might do the city some good to make people think differently of Holly Hill's US1 cooridor and possibly the overlay district. Commissioner Currie agreed to have a workshop on that. Commissioner Danio thanked Heather Post for showing up; good time during the Easter Egg event. Mayor Penny suggested that they can get more activities for the kids next year; more businesses to participate.

There was **consensus** to continue the Easter Egg event for next year with more activities, possibly getting the boy scouts and girl scouts involved; less expensive vendors present.

Commissioner Currie Easter Egg event turned out great; she didn't get one negative complaint; all the employees that were there did a great job helping; thanked Heather Post for coming out this evening; tomorrow night's event for the Child Abuse Prevention. Commissioner Byrnes ditto'd all the comments about the Easter Egg event; thanked Heather Post for coming.

9. ADJOURNMENT

The meeting adjourned at approximately 7:15 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: April 25, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-30 A Resolution Authorizing Execution of a Railroad Reimbursement Agreement for the Installation of Grade Crossing Traffic Control Devices and Future Maintenance and Adjustment of Said Devices; Providing for the Expenditure of Funds; and Providing When This Resolution Shall Take Effect.
NUMBER: (ID # 1640)
APPLICANT:
PLANNER:

DISCUSSION:

Annually, the Department of Transportation assembles a District Diagnostic Safety Team to conduct on-site evaluations of railroad crossings that have been identified as potentially hazardous. Representatives from the Department's Rail Offices and Florida East Coast Railway evaluated the rail-highway grade crossing in Holly Hill on Flomich Street.

The installation of the recommended signal improvements will be at the Departments expense using Federal Signal Safety funds. The Department proposes to replace the signal cabinet, 1-flashing light and gate assembly, conduit, cable and generator case.

FISCAL ANALYSIS:

All future repair or replacement costs associated with this traffic crossing shall be at the sole responsibility of the City

STAFF RECOMMENDATION:

Approve and execute the Railroad Reimbursement Agreement.

COMMISSION GOAL:

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 RESOLUTION 2017-R-30, AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS.

ATTACHMENTS:

- FDOT - Railroad Reimbursement Agreement - Flomich Street - April 2017 (PDF)
- License Agreement - FL East Coast Railway - August 2004 (PDF)

Resolution No. (ID # 1640)**RESOLUTION 2017-R-30 A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.****RESOLUTION 2017-R-30**

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on FLOMICH STREET, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway.

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

SECTION 1. That the City of Holly Hill enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC COMPANY for the installation and maintenance of certain grade crossing traffic control devices designed as Financial Project Number 440605-1-57-01 on FLOMICH STREET, which crosses the right-of-way and tracks of the Company at FDOT/AAR Crossing No. 271925-H located near HOLLY HILL.

SECTION 2. That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT.

SECTION 3. That the City Manager be authorized to execute such agreements with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC Company as herein described.

SECTION 4. That this Resolution shall take effect immediately upon adoption.

APPROVED AND AUTHENTICATED on this 25th day of APRIL, 2017.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

RACHEL D. CONE
INTERIM SECRETARY

March 8, 2017

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Subject: ***Railroad Reimbursement Agreement -Grade Crossing Traffic Control Devices- City
and City Resolution***

FM No. 440605-1-57-01
Flomich Street
City of Holly Hill

RR Crossing No. 271925-H
RR Milepost No. 106+1513'
Volusia County

Dear Joe,

Annually, the Department of Transportation assembles a District Diagnostic Safety Team to conduct on-site evaluations of railroad crossings that have been identified as potentially hazardous. Representatives from the Department's Rail Offices and Florida East Coast Railway evaluated the above rail-highway grade crossing in Holly Hill.

The installation of the recommended signal improvements will be at the Department's expense using Federal Signal Safety funds.

The Department proposes to replace the signal cabinet, 1-flashing light & gate assembly, conduit, cable and generator case.

Enclosed is one (1) copy of the Department's standard Agreement and Resolution, for the above project.

Please return the executed copy of the Agreement and Resolution for further processing by the Department. A copy of the fully executed Agreement and Resolution will be returned to you once all parties have signed.

If you have any questions, please feel free to contact me.

Sincerely,

Jim Ganey
District Railroad Coordinator
386-943-5331

cc: Scott Allbritton - FDOT

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44060515701	FLOMICH ST.	VOLUSIA	1(79000-SIGG)	D517-010-B

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and FLORIDA EAST COAST RAILWAY, LLC, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and the City of HOLLY HILL, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 440605-1-57-01, on FLOMICH ST., which crosses at grade the right of way and tracks of the COMPANY'S Milepost 106+1513', FDOT/AAR Crossing Number 271925-H, at or near HOLLY HILL, as shown on DEPARTMENT'S Plan Sheet No. 17881 & 17882, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, one hundred (100%) percent of the expense thereof in maintaining the same shall be borne by the CITY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- ☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- ☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 318,131.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- ☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- ☐ (c) An agreed lump sum \$ _____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- ☐ (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- ☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- ☐ (c) \$ _____ credited for ☐ betterment ☐ expired service life
☐ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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.

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

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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 such 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 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,~~

~~whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require any 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.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. Paragraph 22 was stricken, prior to execution by all parties, at the request of Florida East Coast Railway, LLC.

30. It is understood by the respective parties that this Agreement is for the purpose of assigning responsibilities for the funding, construction and future maintenance of the crossing warning devices and associated signal equipment for this at-grade crossing. This agreement supersedes the language pertaining to the "Crossing Warning Devices" only contained in the existing License Agreement dated August 16, 2004, between the Florida East Coast Railway and the City of Holly Hill. Except as modified and amended by this Agreement, all terms and conditions of the existing License Agreement between the Florida East Coast Railway and the City of Holly Hill, dated August 16, 2004, shall continue in full force and effect as written.

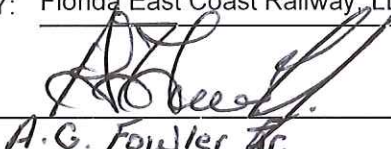
31. Paragraph 30 was added prior to execution by all parties at the request of Florida East Coast Railway, LLC.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Director of Transportation Operations)

COMPANY: Florida East Coast Railway, LLC

BY:  Chief Engineer
Signals & Communications
A.G. Fowler Jr.

CITY OF Holly Hill, FLORIDA

BY: _____
(TITLE:)

Legal Review

Approved as to Funds
Available

Approved as to FAPG
Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: _____
FHWA Date

**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44060515701	FLOMICH ST.	VOLUSIA	1(79000-SIGG)	D517-010-B

COMPANY NAME: FLORIDA EAST COAST RAILWAY CO., INC.

A. FDOT/AAR XING NO.: 271925-H RR MILE POST TIE: 106+1513'

B. TYPE SIGNALS PROPOSED III CLASS IV DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

TO562GJ@dot.state.fl.us

JECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AS501

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FUNDS APPROVAL

Contract #AS501 Contract Type: Method of Procurement:

Vendor Name: FECR

Vendor ID: VF274591805001

Beginning date of this Agmt: 01/24/17

Ending date of this Agmt: 12/31/57

ORG-CODE (FISCAL YEAR)	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

Action: LOA Funds have been: APPROVED

55 052000531	*A9	*131512	*	318131.00	*44060515701	*127 *
2017		*55100100			*088808/17	
W001		*00	*AGR		*0001/04	

TOTAL AMOUNT: *\$ 318,131.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 02/02/2017



2015 DIAGNOSTICS

DATE: 07/01/15

FILE: 10.2

TYPE: III

CLASS: IV

NO. OF DAYS: 11

AAR / DOT #: 271925H

MILE POST: 106+1513'

Project Type: FDOT

OFFICE OF THE CHIEF ENGINEER
OF SIGNALS AND COMMUNICATIONS

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT FLOMICH AVENUE.

This estimate should be considered void after one (1) year.

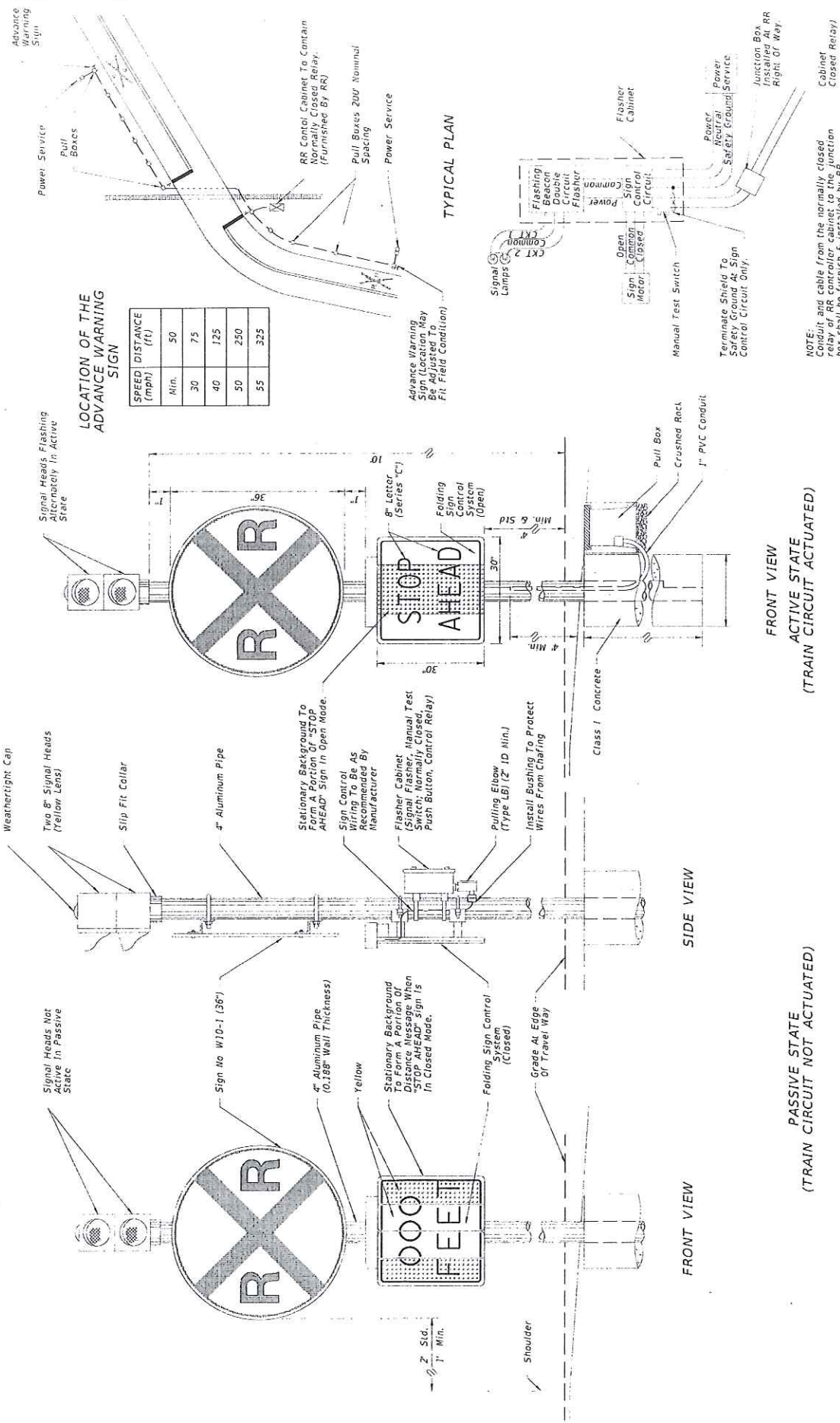
MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$0.00	0 EA.	\$0.00
GATES	\$650.00	2 EA.	\$0.00
GATE FOUNDATIONS	\$685.00	1 EA.	\$685.00
12" LED LIGHT ASSEMBLY & GATE SAVER	\$3,200.00	1 EA.	\$3,200.00
6'x6' WIRED HOUSE W/ XP4 CWT	\$76,317.00	1 EA.	\$76,317.00
GENERATOR CASE W/ TRANSFER SWITCH	\$5,615.00	1 EA.	\$5,615.00
BATTERY BOX	\$675.00	1 EA.	\$675.00
BATTERIES, SAFT SPL250	\$250.00	30 EA.	\$7,500.00
MISC. GROUND MATERIAL	\$3,356.70	1 PKG.	\$3,356.70
CONDUIT & DIRECTIONAL BORE	\$45.00	200 FT.	\$9,000.00
CABLE	\$14,500.00	1 PKG.	\$14,500.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,250.00	1 PKG.	\$1,250.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$10,725.00	1 PKG.	\$10,725.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$33,656.00
TAX @ 6.5%			\$8,751.00
TOTAL MATERIALS			\$178,530.70
EXCAVATING EQUIPMENT PER DAY	\$417.10	11 DAYS	\$4,588.10
EQUIPMENT RENTAL PER DAY	\$200.00	11 DAYS	\$2,200.00
FOREMAN'S TRUCK PER DAY	\$224.70	11 DAYS	\$2,471.70
GANG TRUCK PER DAY	\$647.30	11 DAYS	\$7,120.30
SUPERVISORS TRUCK PER DAY	\$142.60	11 DAYS	\$1,568.60
EQUIPMENT TOTAL			\$17,949.00
DESIGN ENGINEERING	\$7,500.00	1	\$7,500.00
CONTRACT ENGINEERING	\$14,650.00	1	\$14,650.00
CONSTRUCTION ENGINEERING INSPECTION	\$1,350.00	1 DAYS	\$1,350.00
ENGINEERING TOTAL			\$23,500.00
CONSTRUCTION SUPERVISION	\$413.00	11 DAYS	\$4,543.00
LABOR ADDITIVE			\$2,623.00
TOTAL SUPERVISION LABOR			\$7,166.00
LABOR PER DAY	\$1,487.42		\$16,362.00
NUMBER OF DAYS	11		
LABOR ADDITIVE			\$9,619.00
TOTAL GANG LABOR			\$25,981.00
GANG EXPENSES PER DAY	\$928.00		
NUMBER OF DAYS	11		
TOTAL GANG EXPENSES			\$10,208.00
ESTIMATED FLAGGING TOTAL	\$1,100.00	11 DAYS	\$12,100.00
SUB-TOTAL			\$275,434.70
CONTINGENCIES 5%			\$13,772.00
TOTAL			\$289,210.00

+ 10%

ESTIMATE NOTES:

RELOCATE 2 GATE ASSEMBLIES, INSTALL 1 FOUNDATION, LED LIGHTS WEST GATE ASSEMBLY, HOUSE, CWT, RECORDER, GENERATOR CASE, BATTERIES, CABLE & SERVICE POLE.

\$ 318,131

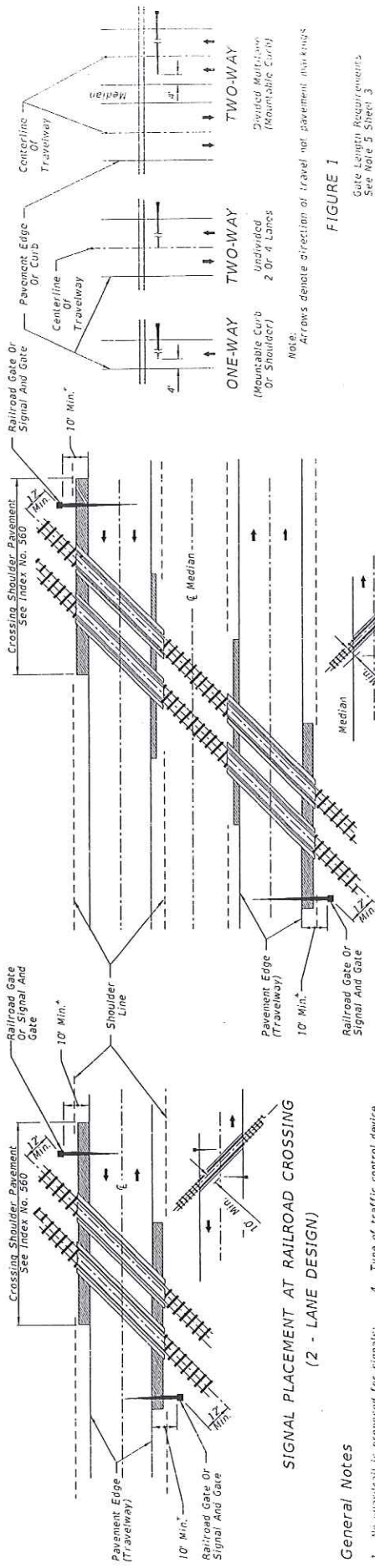


REVISION	DESCRIPTION	DATE	BY	CHKD	INDEX NO.	SHEET NO.
07/01/05	LAST REVISION				17881	1 of 1

FDOT
FY 2016-17
DESIGN STANDARDS

ADVANCE WARNING FOR RR CROSSING

FUNCTIONAL BLOCK DIAGRAM



**SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)**

General Notes

1. No guardrail is proposed for signals; however, some form of impact protection may be specified for certain locations.
2. Advance flasher to be installed when and if called for in plans or specifications.
3. Top of foundation shall be no higher than 4" above finished shoulder grade.
4. Type of traffic control device:
I Flashing signals with cantilever
II Flashing signals with gate
III Flashing signals with cantilever and gate
IV Gate
5. Class of traffic control devices:
I Flashing signals-one track
II Flashing signals-multiple tracks
III Flashing signals and gates-one track
IV Flashing signals and gates-multiple tracks

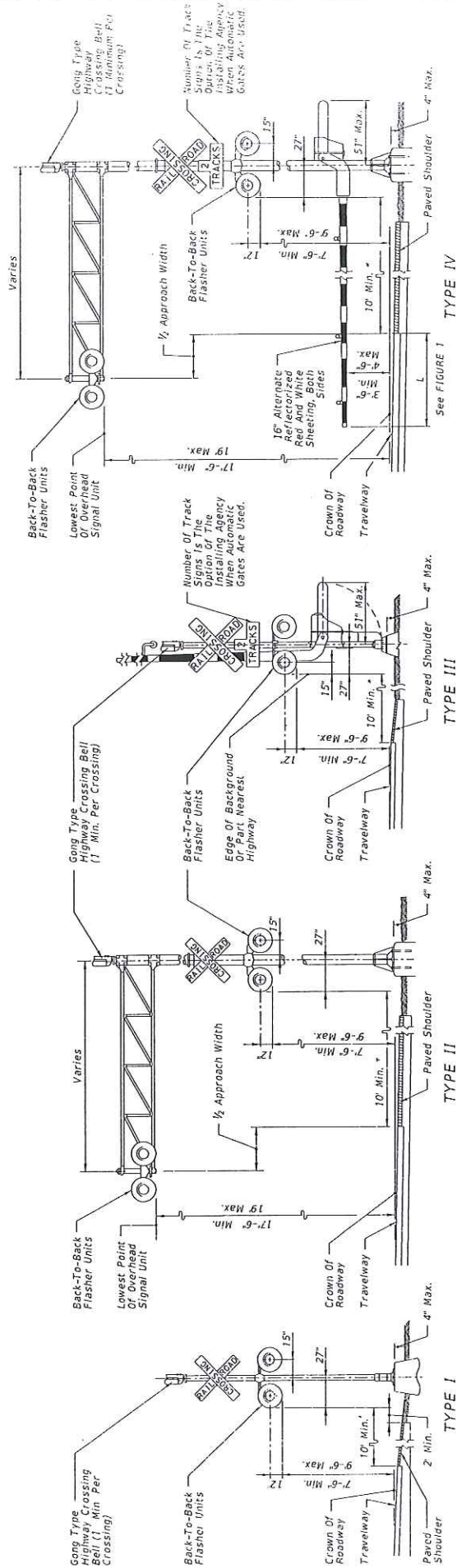
FIGURE 1

Gate Layout Requirements
See Note 5 Sheet 3

Notes:
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

**SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)**

When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



TYPE I

TYPE II

TYPE III

TYPE IV

See FIGURE 1

LAST REVISION
07/01/13

FDOT
DESIGN STANDARDS

FY 2016-17

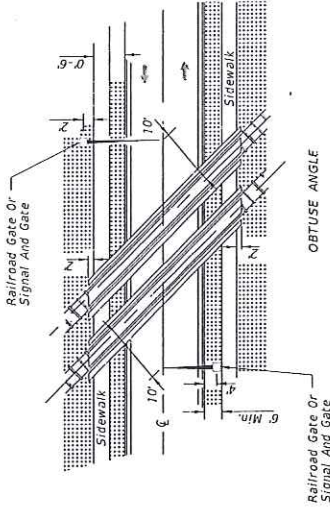
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX NO.
17882

SHEET NO.
1 of 4

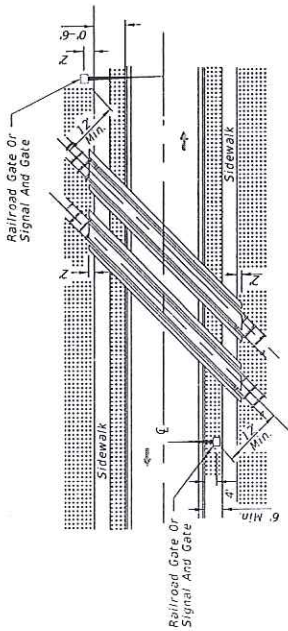
GENERAL NOTES

1. The location of flashing signals and stop bars shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curved medians, the minimum median width shall be 12'-0".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk, 5' to 6' - locate device outside sidewalk. Over 6' - locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing-light signal is used, the minimum vertical clearance shall be 17'-6" from the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



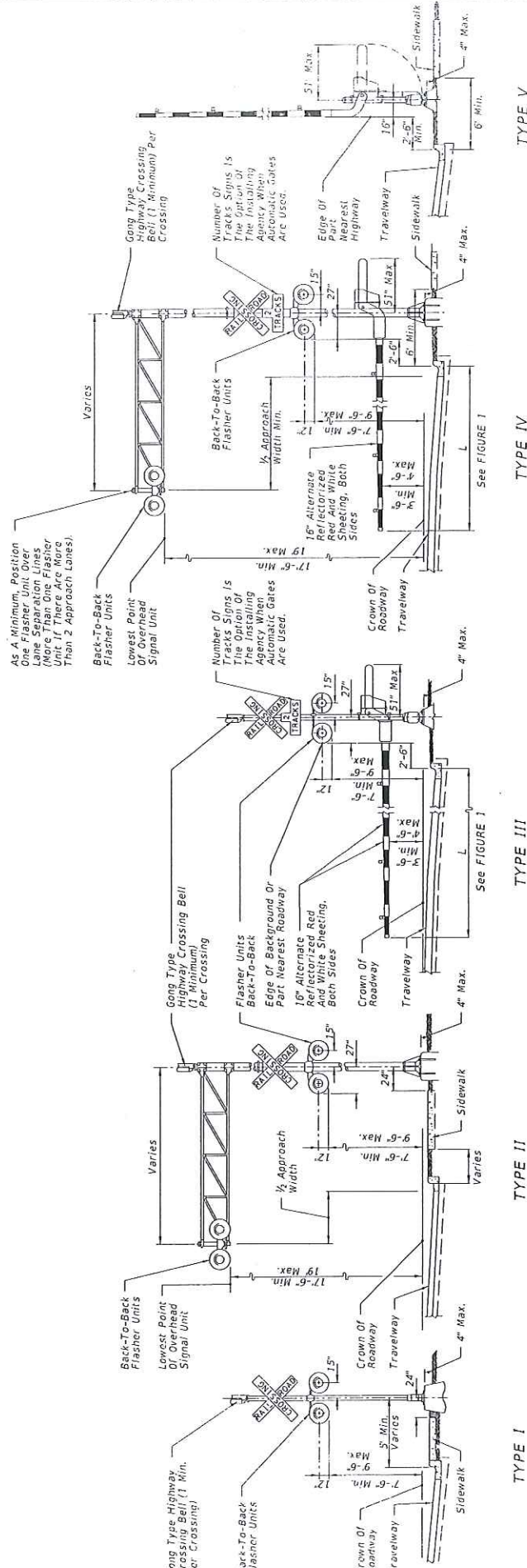
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)



ACUTE ANGLE (AND RIGHT ANGLE)

SIGNAL PLACEMENT AT RAILROAD CROSSING (2 LANES, CURB & GUTTER)



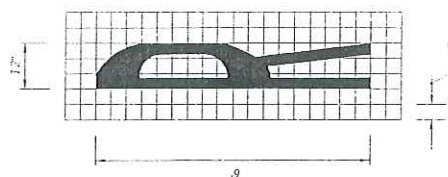
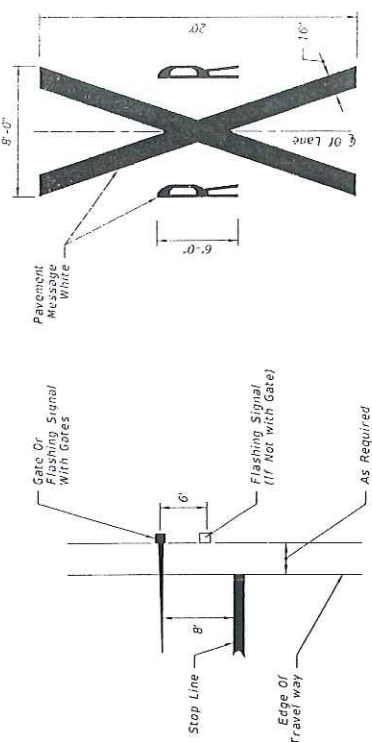
FDOT
FY 2016-17
DESIGN STANDARDS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX
NO.
17882

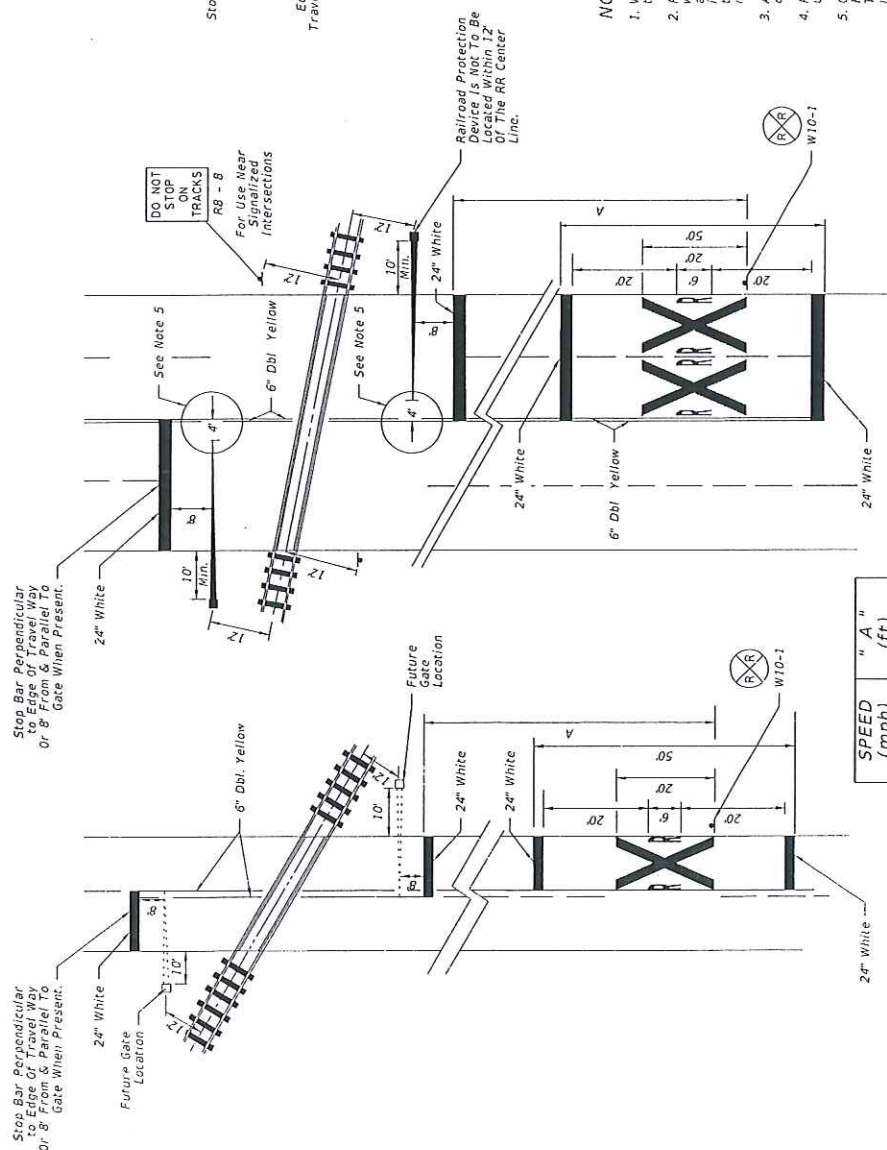
SHEET
NO.
2 of 4

RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



NOTES:

1. When computing pavement message, quantities do not include reverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed at the intersection of the RR pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
4. Recommended location for FTP-61-06 or FTP-63-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.
5. Gate Length Requirements:
For two-way undivided sections:
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may not reach to the center line. The gate length should be a maximum of 4'.
For one-way or divided sections:
The gate shall be of sufficient length such that the distance from the gate up to the inside edge of pavement is a maximum of 4'.

RAILROAD CROSSING AT
MULTILANE ROADWAY

SPEED (mph)	" A " (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	95 MIN

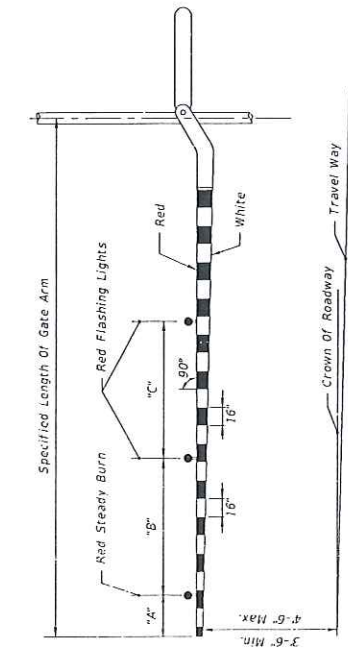
LAST	DESCRIPTION:
------	--------------



FY 2016-17
DESIGN STANDARDS

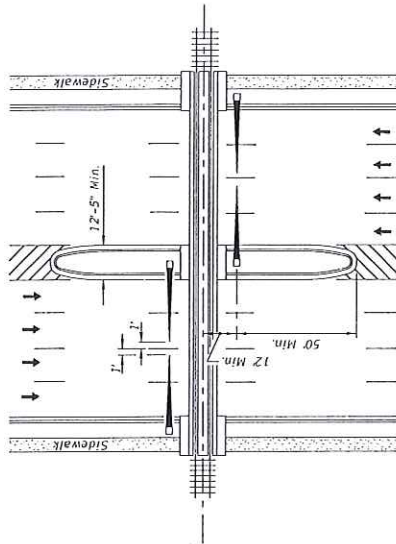
RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX NO.	17882
SHEET NO.	3 of 4

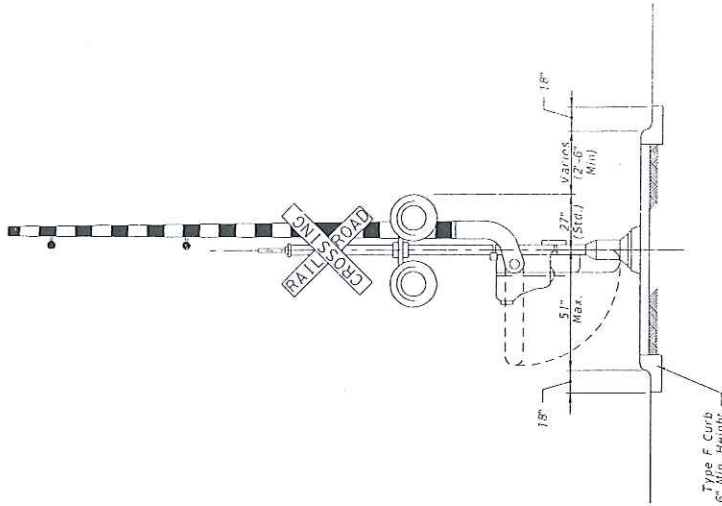


RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4"	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'



PLAN



MEDIAN SECTION AT SIGNAL GATES

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part B: Traffic Control Devices, and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION	DESCRIPTION	FDOT	FY 2016-17	DESIGN STANDARDS	INDEX NO.	SHEET NO.
01/01/12				RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	17882	4 of 4

CITY RESOLUTION

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44060515701	FLOMICH ST.	VOLUSIA	1(79000-SIGG)	D517-010-B

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner (Councilman) _____,
seconded by Commissioner (Councilman) _____, the following
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on FLOMICH ST.,
which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

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

That the City of HOLLY HILL enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 440605-1-57-01 on FLOMICH ST. which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 271925-H located near HOLLY HILL Florida; and

That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor, City Manager and City Clerk be authorized to execute such agreements with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of HOLLY HILL,
Florida, in regular session this _____ day of _____, 2017.

Mayor - Commissioner

ATTEST: _____ (SEAL)

City Auditor and Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the 16th day of AUGUST, 2004, 8/16/04
 is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St.
 Augustine, Florida 32085), a limited liability company, hereinafter called "RAILWAY" and the
 CITY OF HOLLY HILL, a political subdivision of the State of Florida, hereinafter called
 "CITY."

WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the CITY, hereby permits the CITY to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right-of-way and property of RAILWAY, at the RAILWAY'S Milepost 106+1,513', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the CITY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event CITY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY in performing such work.

The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the CITY covenants and agrees with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or CITY upon sixty (60) days prior written notice.

3. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

4. The CITY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the CITY fails to promptly grant the

RAILWAY necessary permits, CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. CITY shall promptly pay such amounts upon billing by the RAILWAY.

5. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the CITY or RAILWAY, shall be the sole responsibility of the CITY.

6. The existing warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE are a Type III Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C.

The CITY shall pay unto RAILWAY annually, the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

7. The two existing 40' wide Type T-modified grade crossing surfaces (the "SURFACE") along with other improvements, are in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be revised or

amended in the future. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this Agreement, at the sole expense of the CITY.

8. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.

9. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

10. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

11. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth in Paragraph 6 above and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by Railway.

12. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at CITY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

13. The CITY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

14. The CITY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

15. The CITY acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the CITY to recover damages set forth in such statute for injury or loss of

property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of CITY while acting within the scope of the employee's office or employment under circumstances in which CITY, if a private person, would be liable under general laws of this State.

The CITY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

16. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILWAY, CITY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release CITY from any and all other liabilities assumed by CITY under the terms of this Agreement, including its obligations

under Paragraph 15 hereof. The CITY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations CITY shall give the RAILWAY telephonic notice. The CITY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY.

17. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, and CITY shall pay such invoice no later than thirty (30) days from the date thereof.

18. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

19. The CITY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the CITY.

20. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

21. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

23. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes previous License Agreements for this location regarding matters contained herein between the RAILWAY and any other person or entity.

IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of: _____

Shay Galt
Victoria Sells
Witnesses as to RAILWAY

**FLORIDA EAST COAST RAILWAY,
L.L.C., a Limited Liability Company**

By: W.E. Russell (Seal)
VICE PRESIDENT & CHIEF ENGINEER
ATTEST: Theresa W. Layno
Assistant Secretary

DATE: 8/16/04

**CITY OF HOLLY HILL, a political
subdivision of the State of Florida**

W. Hamilton
Joseph D.
Witnesses as to CITY

By: Wm D. Authm

Title: Mayor

Attest: Jeaneen P. Clauss

Title: City Clerk

Date: 7-27-04

LICENSE AREA

June 17, 2003

File: 106/39/1513

FLOMICH AVENUE – MP 106+1,513’ – FDOT # 271925H

A PARCEL OF LAND WITH UNIFORM WIDTH OF SEVENTY (70) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACKS OF THE RAILWAY AT FLOMICH AVENUE IN HOLLY HILL, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED ONE THOUSAND FIVE HUNDRED THIRTEEN (1,513) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 106 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE EAST MAIN TRACK.

EXHIBIT “A”

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

Exhibit "C"

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$1,870.00
II	Flashing Signals – Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates – One Track	\$2,820.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2001, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT "C"

INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

EXHIBIT "D"



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: April 25, 2017
FROM: Kurt Swartzlander
SUBJECT: Ordinance 2993 An Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Solid Waste Franchise Agreements; Amending Section 54-10, G, (2) Insurance and Bond Requirements; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1636)
APPLICANT:
PLANNER:

DISCUSSION:

The City code currently calls for Solid Waste Franchises to maintain insurance coverage at a burdensome level. Staff is proposing to adjust the current requirements to align more closely with industry standards. The proposed insurance requirements more closely match what is standard coverage for these types of companies and similar to what other cities require.

FISCAL

ANALYSIS:

This amendment has no impact on either revenues or expenditures. The only exposure the City faces is if it is sued in conjunction with the contractor and the contractors insurance does not provide enough coverage for the incident.

STAFF

RECOMMENDATION:

Approve amendments to the second reading of Ordinance 2993 as proposed.

COMMISSION GOAL:

N/A

MOTION:

APPROVE SECOND READING OF ORDINANCE 2993, AMENDING THE CITY'S SOLID WASTE FRANCHISEE INSURANCE REQUIREMENTS.

Ordinance (ID # 1636)

Meeting of April 25, 2017

HISTORY:

04/11/17

City Commission

APPROVED AT 1ST READING

Next: 04/25/17

Ordinance No. (ID # 1636)

ORDINANCE 2993 AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO SOLID WASTE FRANCHISE AGREEMENTS; AMENDING SECTION 54-10, G, (2) INSURANCE AND BOND REQUIREMENTS; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2993

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO SOLID WASTE FRANCHISE AGREEMENTS; AMENDING SECTION 54-10, G (2) INSURANCE AND BOND REQUIREMENTS; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to amend the Solid Waste Franchise Agreement Insurance Requirements; and

WHEREAS, the City of Holly Hill finds its current insurance requirements burdensome for franchisees.

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

SECTION 1. The City Commission hereby amends section 54-10 G (2) to read as follows:

Sec. 54-10. - Franchises/non-exclusive franchises.

(g) *Insurance and bond requirements.* The city commission of the City of Holly Hill hereby enacts a new section of the Code of Ordinances of the City of Holly Hill to read as follows:

- (1) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.
- (2) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 Aggregate, and an umbrella coverage in an amount not less than \$2,000,000.00. ~~for one person injured, and \$5,000,000.00 for more than one person injured, and property damage liability insurance of not less than \$5,000,000.00.~~ Evidence of such insurance shall be ~~deposited with the~~ submitted to the building department city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.

SECTION 2. All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by a 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. This Ordinance shall become effective immediately upon adoption.

APPROVED AND AUTHENTICATED ON SECOND READING this 25th day of APRIL, 2017.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: April 25, 2017
FROM: Thomas Harowski
SUBJECT: 1321 Daytona Avenue - Variance Request A Request for a Variance of 12 Feet from the Rear Yard Setback to Allow a Screen Room to be Located 8 Feet from the Rear Property Line. the Proposed Screen Room is Replacing an Existing 10 X 12 Deck and Trellis Cover at the Same Location.
NUMBER: (ID # 1648)
APPLICANT: Meliea and Joe Lewis
PLANNER: Thomas Harowski

BACKGROUND:

The existing house was constructed in 1923 and sits in the extreme southeast corner of the lot. (Please refer to the attached survey.) A portion of the house sits on the east property and on the south property line, and the easterly wall of the house is 4 feet from the rear property line. The house has an existing 10 x 12 wood deck with a covered trellis located on the north side of the house. See photographs for structure and examples of deterioration of the existing structure. Note that door from the house accessing the deck is located close to the rear of the house and sits within the required rear yard setback.

The subject property is zoned R-3 Medium Density Single-Family residential which requires a front yard setback of 25 feet; a rear yard setback of 20-feet and side yard setbacks of 7.5 feet. The existing structure meets the front setback and the side setback on the north side, but fails to meet the other required setbacks. The existing structure is non-conforming.

The attached aerial photograph shows the subject property and the immediate neighborhood. The subject house sits well back from Daytona Avenue and the houses fronting on Daytona Avenue to the north and the to the south both sit well forward of the subject house. The two properties to the east that abut the subject property front on Moravia Avenue and on the most immediately affected property, the house sits about 100 feet east of the subject property line. This property to the east also has a shed which sits in the southeast corner of the lot immediately to the east of the subject house and proposed screen room.

The applicant desires to replace the deteriorating deck and trellis with a 12 x 15 screen room. The easterly side of the proposed screen room will be in the same location as the existing deck, but the screen room will extend two feet further to the north and three feet closer to Daytona Avenue on the west.

DISCUSSION:

The applicant has submitted an application responding to the criteria for a variance. A copy of their submittal is attached. The criteria are as follows:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district;

The property was built in 1923 before the current zoning regulations were applied. This is a common problem in the City where older parcels often have mis-fits with the current zoning code. The existing house sits closer to the property line than the proposed screen room addition.

That the special conditions and circumstances do not result from the applicant's own actions;

The applicant inherited the setback condition when the property was purchased. Note that the applicant intends to replace an existing non-conforming structure essentially in the same location.

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district;

It is common for houses in the community to have a screen room enclosure for outdoor living. There is insufficient room to consider locating a screen room on the east or south side of the property and these locations would also violate setbacks. A screen room could be constructed on the front of the house by enclosing the existing front patio, but this location will have a significant impact on architectural appearance of the house.

The location on the north side of the house would be a slight enlargement on the existing structure, and shifting the enclosed room to the east to meet the setback requirements is not feasible as the only entrance from the house is close to the eastern end of the house. Creating a new doorway further to the west is challenging as the only window access that could become a door is in a bathroom. The only other option is to not have direct access from the house to the screen room.

Note that the house to the east which is immediately behind the proposed screen room has a shed or some similar type of accessory structure located in the southwest corner of the lot adjacent to the subject property and house.

That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant;

The applicant suggests that the literal interpretation of the code denies them an opportunity for outdoor living that currently exists on the property and is common to most properties.

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

The applicant is proposing to locate the screen room so that it is no closer to the rear property line than the existing deck. As noted above the location of the screen room on

the lot is partially dictated by the location of the door on the north side of the house. The proposed structure is essentially a replace of the existing structure in the current location. The new structure will extend about two feet further north where the property has more than enough room to meet the setback requirements.

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

There are no comprehensive plan policies which directly address this application. The impacts to surrounding properties are minor as the proposed screen room will not visually impact any of the adjacent properties and is located at a significant distance from adjacent buildings except for the shed to the east. The location on the north side of the house will help preserve the architectural integrity of the structure as opposed to adding a screen room to the front (west) side of the house.

FISCAL**ANALYSIS:**

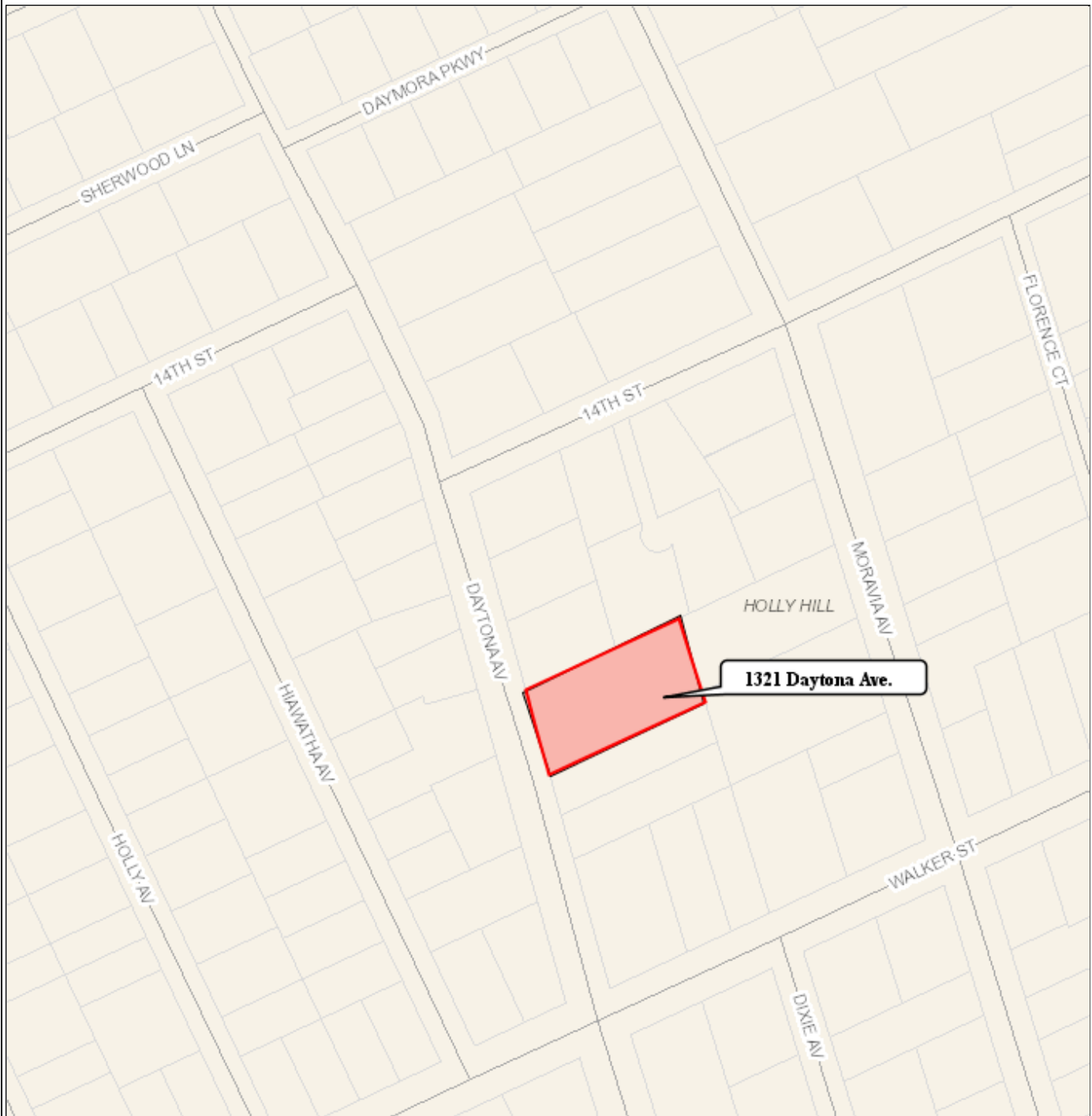
The request will have no fiscal impact.

RECOMMENDATION:

The Board of Planning and Appeals heard this case at their regular meeting of April 3, 2017 and recommended the City Commission grant the requested variance. The City Planner concurs with this recommendation.

- V-2017-03 Location Map (PDF)
- V-2017-03 Survey (PDF)
- V-2017-03 Aerial Photo (PDF)
- V-2017-03 Applicant Photos and Commentary (PDF)

V-2017-03 LOCATION MAP



Scale 1:2,000 - 1 in = 167 ft
 Date Created:
 01-Mar-17 11:49 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: V-2017-03 Location Map (1648 : 1321 Daytona Avenue Variance Request)

LEGAL DESCRIPTION: THE NORTH 1/2 OF LOT 21, BLOCK 4 AND THE SOUTH 1/2 OF LOT 22, BLOCK 4, PLAT OF PROPERTY BELONGING TO J. FITCH WALKER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 4, PAGE 158, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



1321 DAYTONA AVENUE
HOLLY HILL, FL.

**LONG
SURVEYING,
INC.**

Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY:

KZR

CHECKED BY:

BRETT

CERTIFIED TO:

MELIA WORKMAN & JOE LEWIS

COMMUNITY NO:

125112

PANEL:

0218

FLOOD ZONE:

X

SUFFIX:

J

F.I.R.M. DATE:

02/19/14

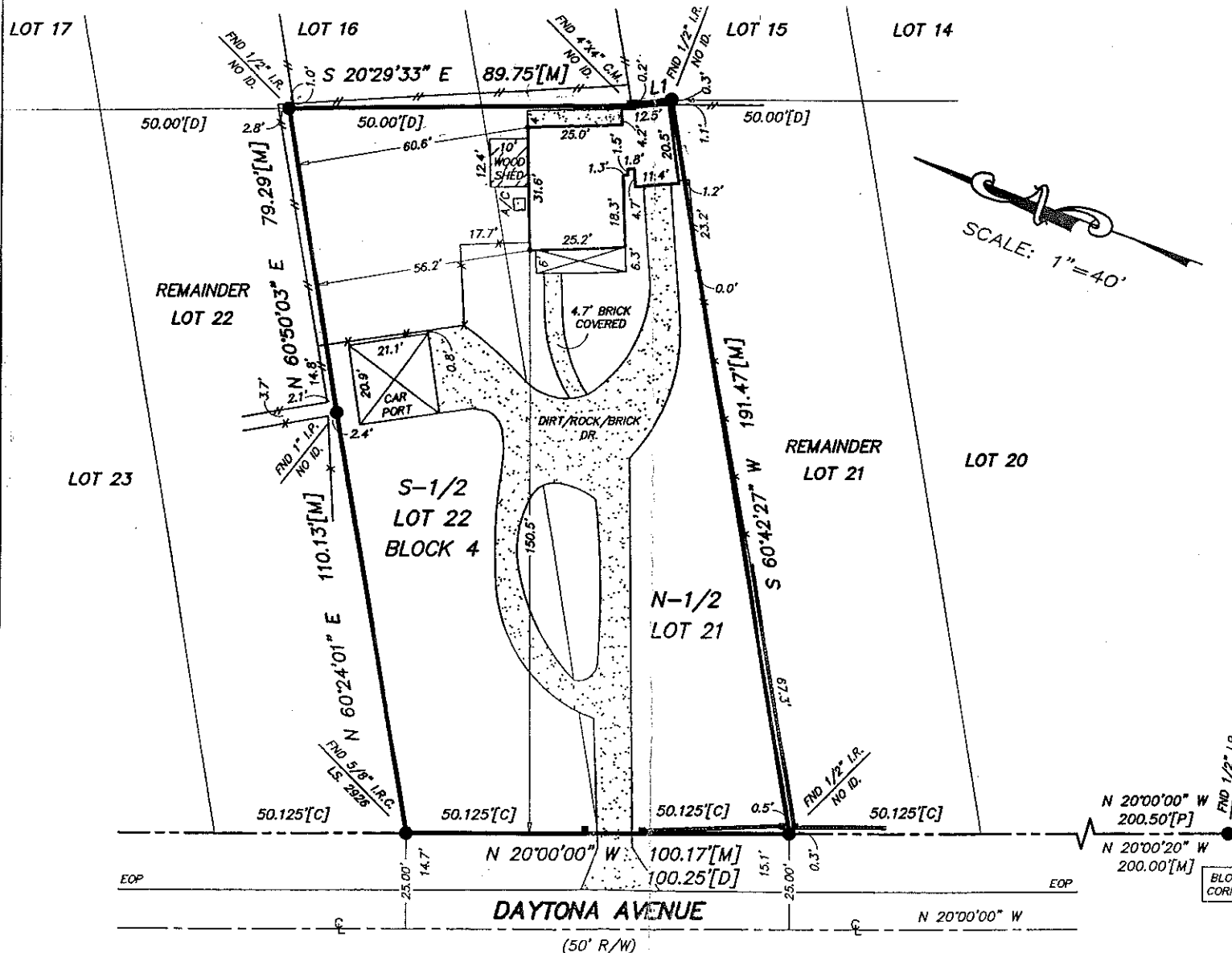
SURVEY NO.

67646

FIELD DATE:

11/03/15

Boundary Survey



LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	10.56'	S 27°08'39" E

- A/C - AIR CONDITIONER
- A.E - ALLEY EASEMENT
- B.C - BLOCK CORNER
- BLK - BLOCK
- C.B - CONCRETE BLOCK
- C.B.S - CONCRETE BLOCK STRUCTURE
- C.M - CONCRETE MONUMENT
- CONC - CONCRETE
- D - DEED
- D.E - DRAINAGE EASEMENT
- E.O.P - EDGE OF PAVEMENT
- F.C.C - FOUND CROSS CUT
- F.F.E - FINISHED FLOOR ELEVATION
- FND - FOUND
- ID - IDENTIFICATION
- I.P - IRON PIPE
- I.R - IRON ROD
- I.R.C - IRON ROD & CAP
- L - ARC LENGTH
- L.B - LAND SURVEYING BUSINESS
- L.S - LAND SURVEYOR
- L.E - LANDSCAPE EASEMENT
- M - MEASURED
- M.E - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E - PEDESTRIAN EASEMENT
- P.C - POINT OF CURVATURE
- P.C.C - POINT OF COMPOUND CURVATURE
- P.C.P - PERMANENT CONTROL POINT
- P.L - PROPERTY LINE
- P.O.B - POINT OF BEGINNING
- P.O.C - POINT OF COMMENCEMENT
- P.O.L - POINT ON LINE
- P.R.C - POINT OF REVERSE CURVE
- P.R.M - PERMANENT REFERENCE MONUMENT
- P.D.A.E - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E - UTILITY EASEMENT
- W.F.S - WOOD FRAME STRUCTURE

- — — — — RIGHT-OF-WAY LINE
- — — — — CENTERLINE
- x — — — — — BARB WIRE FENCE
- // — — — — — WOOD FENCE
- x — — — — — CHAIN LINK FENCE
- + — — — — — PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF DAYTONA AVENUE BEING N 20°00'00" W ASSUMED

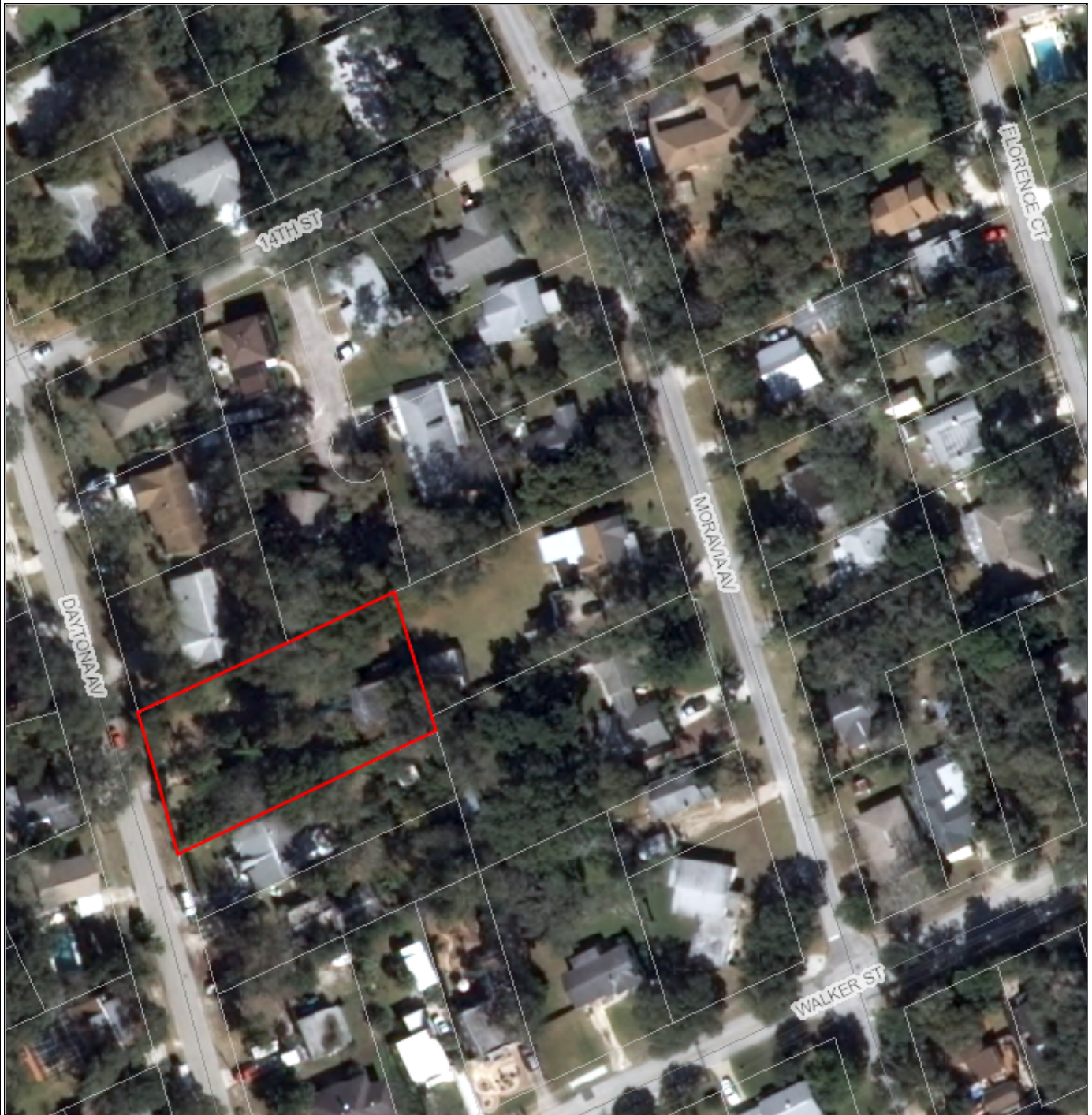
NOTES:

- 1) This survey is based on the legal description as provided by the Client
- 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
- 3) Do not reconstruct property lines from building ties
- 4) No footings or overhangs have been located except as shown
- 5) No improvements or utilities have been located except as shown
- 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 478, Part 1, Florida Administrative Code, pursuant to Section 478.022, Florida Statutes.

No. 5910
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER
LEON L. HAMPTON P.
Packet Pg. 56

V-2017-03 AERIAL PHOTO



Scale 1:1,200 - 1 in = 100 ft
 Date Created:
 02-Mar-17 10:28 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: V-2017-03 Aerial Photo (1648 : 1321 Daytona Avenue Variance Request)

Why we want a Variance

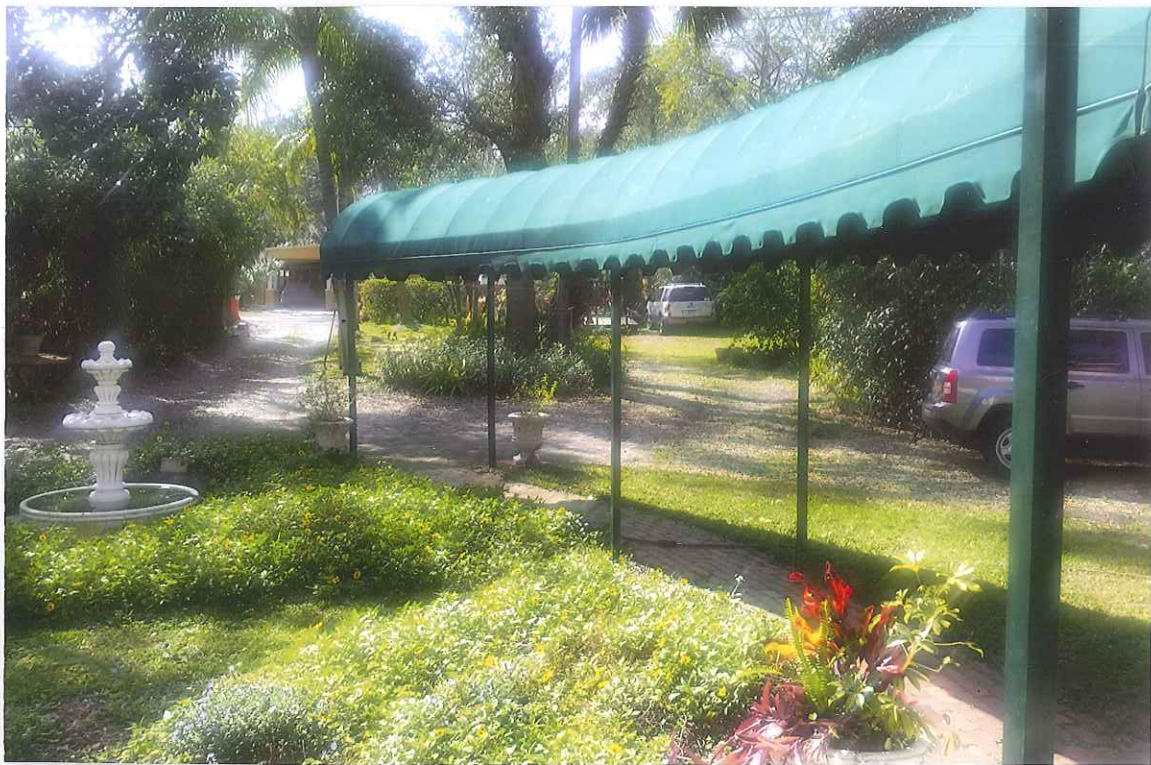
①



Picture of house when we bought it a little over a year ago.



Picture of our home now. We LOVE our home and want to stay here forever but would love to be able to sit outside without being attacked by



(2)

Taken from our front porch, we love the property as much as we love the home itself, but all of the bamboo trees and plants come with extra mosquitos. We cannot sit out here except in the heat of the day due to mosquitos.



Our existing back porch has decaying wood, no screen and does not look aesthetically pleasing, especially since we have done so much to improve the rest of the house and yard.

3

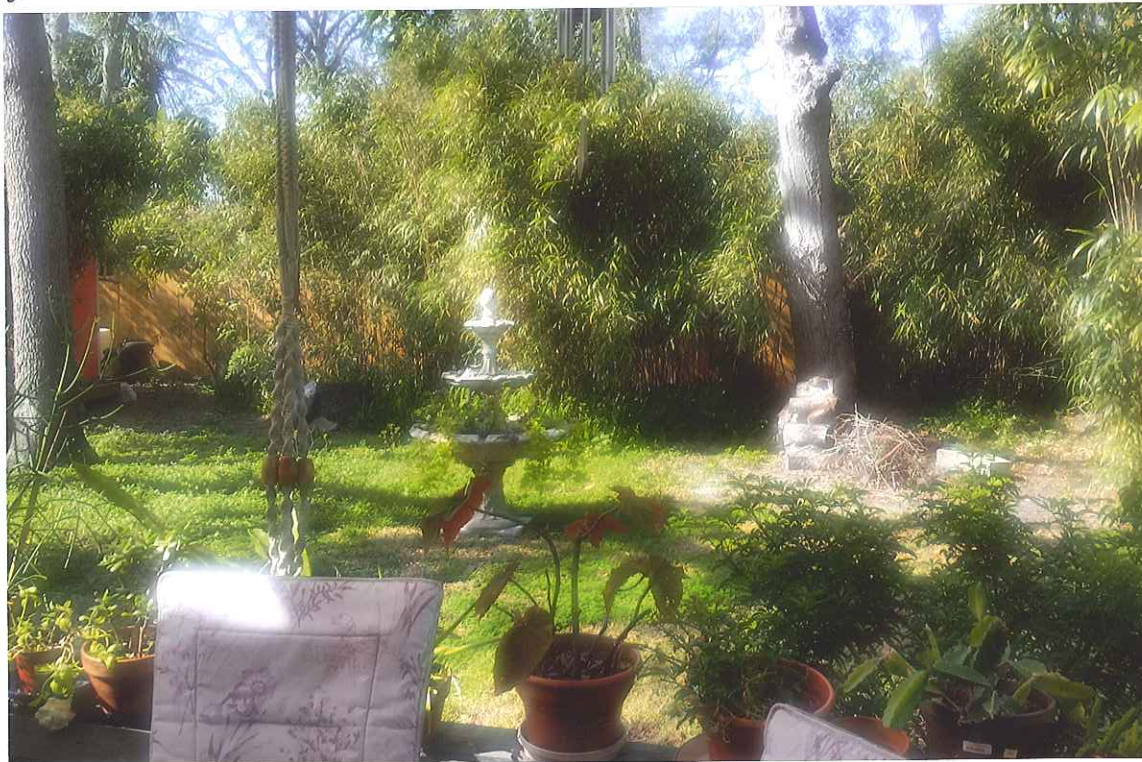


wood rot and
decay on
current porch





This is the corner of the house and back fence. We are asking for the minimum variance we possibly can bringing it within one foot of the door where the current structure is already.



View of our backyard from our back porch. We would love to be able to sit out here in the mornings and have our coffee, dinner etc. but mosquitos are terrible. It would also be very sugary sugar.

(5)

My husband Joe & I love it here and especially our 1923 home. We convinced my 85 and 90 year old parents to buy a house 2 doors down from us at 1335 Daytona a few months ago.

I have also owned 2 rental properties in Holly Hill for several years now.

We love it here and want to stay and would be so appreciative of your consideration and granting us a variance.

Sincerely
Melin - Joe Lewis