

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • APRIL 26, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 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 Mayor Via
- c. Pledge of Allegiance

2. PRESENTATIONS - AMERICAN LEGION POST 120 - PLAQUE PRESENTATIONS TO HHPD AND HHFD**3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES**

- 1. Minutes - April 12, 2022 Regular City Commission and CRA Meeting; April 12, 2022 Workshop

(Requested by Valerie Manning, City Clerk)

5. 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 -2022-R-25 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg & Associates to Provide Professional Services for the Project Lift Station No. 11 Piping Improvements Not to Exceed \$7,985.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution -2022-R-26 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase in Purchasing Authorization of \$129,200 for Pumps, Spare Parts and Repairs for External and Internal Lift Station and Wastewater Division Needs for a Total Amount Not to Exceed \$230,000 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 3. Resolution -2022-R-27 A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process Authorizing the City Manager to Execute an Agreement with Flock Group for the Lease of Six (6) License Plate Readers (LPR) Under the Price Schedule Set Forth Herein; Providing for Severability; and Providing for an Effective Date.

(Requested by Jeff Miller, Police)

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** -2022-O-3050 SECOND READING - an Ordinance by the City of Holly Hill, Florida, Amending the City of Holly Hill Code of Ordinances to Amend Chapter 14, Buildings and Building Regulations, Article III Construction Standards to Repeal Unnecessary Provisions; to Amend the Land Development Regulations, Chapter 94, Article II Flood Hazard Mitigation to Provide Criteria for Accessory Structures in Flood Hazard Areas; and Update Language; Providing for Applicability and Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

8. COMMUNICATIONS

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



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

**City Commission
Agenda Item**

4.1

MEETING DATE: April 26, 2022
FROM: Valerie Manning
SUBJECT: Minutes - April 12, 2022 Regular City Commission and CRA
Meeting; April 12, 2022 Workshop
NUMBER: (ID # 3716)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from April 12, 2022 regular City Commission and CRA meeting and the workshop.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - April 12, 2022 - Regular City Commission and CRA meeting (PDF)
- FORM 8B - Voting Conflict - Commissioner Johnson - April 12 CC mtg (PDF)
- Minutes - April 12, 2022 - Workshop (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 12, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 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 Roy Johnson

c. Pledge of Allegiance

2. PRESENTATIONS

1.

Tony Cassata and Pat Abernathy Will Present Checks to HHK-8 School & UBIC Academy - Cruisin the Hill for School Supplies Car Show and the Holly Hill Arts Festival

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



2.

FY2021 Annual Comprehensive Financial Report Presentation Presented by James Halleran, James Moore & Co., CPAs.

(Requested by Stella Gurnee, Finance)

RESULT: NO VOTE NEEDED



3. RECESS THE CC MTG & CONVENE AS THE CRA

The City Commission meeting was recessed at approximately 6:30 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

4. CRA AGENDA

1.

Revisions to CRA Grant Program

(Requested by Stella Gurnee, Finance)

Stella Gurnee, Assistant City Manager for Special Projects stated what is being suggested is an amendment to the annual maximum grant amount when landscaping is required with another grant category moved to \$15,000 - \$5,000 for landscaping and \$10,000 for the other grant category.

Attorney Simpson stated include in the motion "as a condition of all grants awarded by the city, including all CRA grants, the property owner/recipient must execute a full and complete release which is satisfactory to the City Attorney."

Mayor Via opened public participation.

Gilles Blais spoke but it wasn't for this item; he meant to speak under the Public Participation section of the agenda.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:45 PM. The City Commission regular meeting reconvened at that approximate time.

6. PUBLIC COMMENTS

Mayor Via opened public participation.

Gilles Blais, Holly Hill and Jim Legary, Holly Hill.

Mayor Via closed public participation.

7. APPROVAL OF MINUTES

1.

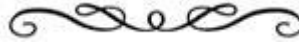
Minutes - March 22, 2022 Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 12th day of April, 2022, in Holly Hill



8. CONSENT AGENDA - NONE

9. REGULAR AGENDA

1. -2022-O-3050 Ordinance

FIRST READING - an Ordinance by the City of Holly Hill, Florida, Amending the City of Holly Hill Code of Ordinances to Amend Chapter 14, Buildings and Building Regulations, Article III Construction Standards to Repeal Unnecessary Provisions; to Amend the Land Development Regulations, Chapter 94, Article II Flood Hazard Mitigation to Provide Criteria for Accessory Structures in Flood Hazard Areas; and Update Language; Providing for Applicability and Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 4/26/2022 6:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



2. -2022-R-24 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Police Pension Board of Trustees; Setting Forth the Term and Expiration Dates for Said Member; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

*Commissioner Currie made a motion to **APPOINT KIMBERLY LAWSON TO THE POLICE PENSION BOARD OF TRUSTEES AND INSERT HER NAME INTO THE RESOLUTION**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

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

RESOLUTION**2022-R-24**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individual to the Police Pension Board of Trustees.

<>

Commission Representative

SECTION 2. That the term for said member is set for the remaining term of

former board member Charlie Sharp who passed away in December 2021. The newly appointed board member's term will expire on December 31, 2022.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of APRIL, 2022.

Enacted and approved this 12th day of April, 2022, in Holly Hill



3.

Revisions to CRA Grant Program

(Requested by Valerie Manning, City Clerk)

Attorney Simpson stated include in the motion "as a condition of all grants awarded by the city, including all CRA grants, the property owner/recipient must execute a full and complete release which is satisfactory to the City Attorney."

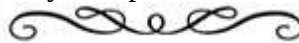
Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

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

Enacted and approved this 12th day of April, 2022, in Holly Hill



4.

Request for Lien Reduction - 717 N. Flamingo

(Requested by Joseph Forte, City Manager)

Brian Walker, City Planner, briefly went over the staff report for the lien reduction for 717 N. Flamingo with the Mayor and City Commissioners. According to the Claim of Lien created on December 28, 2017, the property was in violation of 114-33(1) an illegal conversion of a single family residence into a two family residence and operating a two family residence in a single family zoning area with modification done to the house without a permit. A second order of lien applied a Special Master fee of \$250.00 in addition to the original lien of \$50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien was \$77,150.00 plus administrative costs. The property is in compliance as of March 11, 2022 and therefore, qualifies for a

lien reduction. Mr. Forte has negotiated with the owner of the property for an agreed upon settlement of \$ 8,212.68. The City shall not release the \$77,150.00 lien amount until payment has been received in the amount of \$8,212.68. If payment is not received by 5:00 PM on May 13, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

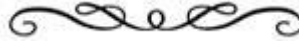
Mayor Via opened public participation.

Jim Legary, Holly Hill.

Mayor Via closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 12th day of April, 2022, in Holly Hill



5.

Request for Lien Reduction - 132 San Robar Drive

(Requested by Joseph Forte, City Manager)

Brian Walker, City Planner, briefly went over the staff report for the lien reduction for 132 San Robar Drive with the Mayor and City Commissioners. According to the two Claims of Lien created on May 18, 2017, the property has been accumulating fines for violations of City Ordinance regarding excessive high grass, harborage of rats, mice, snakes and other vermin and the storage and accumulation of junk, as well as, violations of the International Property Maintenance Code. The Special Masters Conclusion of Law indicated that the violations on the property had been corrected, however, the violations continued until October 18, 2019. The order of lien has applied a Special Master fee of \$250.00 plus \$25.00 per day per violation against the property of which, there were three violations. As of the request for a lien reduction, the amount of the lien was \$100,875.00 plus administrative costs. The property is in compliance and therefore, qualifies for a lien reduction. Mr. Forte negotiated with the buyer of the property representing the owner for an agreed upon settlement of \$11,001.89. The City shall not release the \$100,875.00 lien amount until payment has been received in the amount of \$11,001.89. If payment is not received by 5:00 PM on May 13, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 12th day of April, 2022, in Holly Hill



10. PUBLIC HEARINGS

1. -2022-O-3048 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Volusia Sports and Storage Center Business Planned Unit Development (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

Commissioner Johnson publicly announced that he would be abstaining from the discussion and not voting on this agenda item for second reading because he has a voting conflict of interest. He owns the property and is the applicant for the project. Before the discussion and voting took place, Commissioner Johnson left the Commission Chambers and was called back in after the vote. Commissioner Johnson has completed the **FORM 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers** with the City Clerk and it is included as an attachment with these minutes.

Brian Walker, City Planner, informed the Mayor and Commissioners that there was no new information to report for second and final reading for Ordinance 3048.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [4 TO 0]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
ABSTAIN:	Johnson

ORDINANCE

2022-O-3048

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND

STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Aerial Hydraulics, Inc., has proposed a First Major Amendment to the BPUD on property described in Exhibit “A”, to replace in its entirety the Preliminary Development Plan, originally approved as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, with the Preliminary Development Plan attached as Exhibit “B” of this Ordinance.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the First Major Amendment To Volusia Sports and Storage BPUD, a true and correct copy attached hereto.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, 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 ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 12th day of APRIL, 2022 for second and final reading.

EXHIBIT "A"

Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

Exhibit "B" to Ordinance No. _____

FIRST MAJOR AMENDMENT TO THE
VOLUSIA SPORTS AND STORAGE BUSINESS
PLANNED UNIT DEVELOPMENT (BPUD)
DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT (the “First Amendment”) is made this ____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the “City”), and Aerial Hydraulics, Inc., (hereinafter referred to as the “Owner” or “Owner/Developer”).

WHEREAS, the “Owner” or “Owner/Developer” and “City” entered into that certain Development Agreement dated August 11th, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, for the development of certain real property as described in Exhibit “A”, and;

WHEREAS, Owner and City wish to modify the Preliminary Development Plan portion of the Agreement, and;

WHEREAS, Owner and City agree that other than the Preliminary Development Plan, no other portions of the Business Planned Unit Development Agreement are modified and that all terms, conditions and requirements shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Except as specifically modified herein, all terms, conditions and requirements of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, shall remain in full force and effect as first made.
2. The Volusia Sports and Storage Business Planned Unit Development is now known as the Volusia Sports Center Business Planned Unit Development.
3. The Preliminary Development Plan, as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, is replaced and superseded in its entirety by the updated Preliminary Development Plan attached as Exhibit “B”.

Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Minutes - April 12, 2022 - Regular City Commission and CRA meeting (3716 : Minutes)

CITY OF HOLLY HILL

By: _____

Date: _____

ATTEST:

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

Scott Simpson
City Attorney

EXHIBIT “B”

Preliminary Plan/Site Plan aka Preliminary Development Plan

Enacted and approved this 12th day of April, 2022, in Holly Hill



2. -2022-O-3049 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Comprehensive Planning; Adopting Updates to the City’s 5-Year Capital Improvements Schedule Within the City’s Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

Mayor Via opened public participation. No one spoke.

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

ORDINANCE

2022-O-3049

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY’S 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE WITHIN THE CITY’S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY’S 5-YEAR CAPITAL IMPROVEMENTS

SCHEDULE WITHIN THE CITY'S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; 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 is committed to planning and managing the future growth of the City; and

WHEREAS, the laws of Florida require the City of Holly Hill to update the Capital Improvement Schedule annually; and

WHEREAS, the existing Capital Improvements Element includes a 5-year schedule of projects that needs to be updated to reflect the City's current 5-year plan; and

WHEREAS, the Board of Planning and Appeals acting as the designated Local Planning Agency, has reviewed the proposed update to the 5-year capital improvement schedule and held an advertised public meeting on March 7, 2022, and rendered its recommendation to the City Commission of Holly Hill; and

WHEREAS, the Holly Hill City Commission hereby declares that the purpose and intent of the proposed update is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, parks and recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights.

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

SECTION 1. The City Commission hereby adopts the update to the city's 5-year capital improvement schedule within the Capital Improvement Element (CIE) as shown in Exhibit "A", attached and made a part hereof by this reference.

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 this 12th day of APRIL, 2022 for second and final reading.

Enacted and approved this 12th day of April, 2022, in Holly Hill



11. COMMUNICATIONS

A. City Manager & Staff Comments

Valerie Manning, City Clerk spoke briefly about this year's Easter Egg event and possibly changes that will take place next year to make it bigger and better in that the event is growing and it was really exciting.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Danio wished everyone a Happy Easter.

Commissioner Johnson thanked everyone for voting on his property and spoke about his project, the Volusia Sports Center and that it's moving along. Wished Tony Cassata a Happy Birthday and thanked him for everything that he does for the city and the community and wished everyone a Happy Easter.

Commissioner Penny thanked the staff for all their help during the last three huge public/community events the city just had, three weeks in a row. We had a lot going on in our city and it was really good. Wished everyone a Happy Easter.

Commissioner Currie thanked everyone who coordinated all the events, everyone did a great job. Thanked everyone who came to participate in the events and wished everyone a Happy Easter.

Mr. Walker spoke on 425 Miriam parking lot; Beto's Tacos who owns a parking a lot; purchasing the parking lot to provide a connection to his restaurant. There was consensus to move forward with Attorney Simpson and Mr. Forte to bring something back to the Commission to further discuss and decide what they would like to do with the parcels.

D. Mayor's Comments

Mayor Via commented on Mr. Legary's comments at the beginning of the meeting tonight referring to the Cabana (the old Blue Tide Apartments) and doesn't have any further information than Mr. Legary has and read the same article that he did.

Mr. Walker confirmed that the Building and Zoning Department doesn't have any applications for anything new at that site.

Mayor Via mentioned that he did request of Mr. Forte and Mrs. Gurnee to update them about the new Utility Billing changes that will take place on April 25th as a presentation at the next City Commission meeting. Thanked Ms. Manning for putting on the Easter Egg event last Saturday, it went really well and thanked everyone who helped make it a success and it went very well. Wished everyone a Happy Easter.

12. ADJOURNMENT

The meeting adjourned at approximately 7:45 PM.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME JOHNSON ROY		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CITY OF HOLLY HILL COMMISSION	
MAILING ADDRESS 1706 RIDGE AVE		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY HOLLY HILL	COUNTY VOLUSIA	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 4-12-2022		NAME OF POLITICAL SUBDIVISION: COMMISSIONER DISTRICT 4	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, BOY JOHNSON, hereby disclose that on APRIL 12, 2022:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

VOTING ON CHANGING TO PROJECT AT 1137

S. HUNT RD.

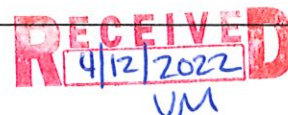
THE PROJECT AND PROPERTY ARE OWNED BY MYSELF

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

APRIL 12, 2022
Date Filed

Signature Boy Johnson

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.





CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 12, 2022

Large Conference Room

Work Session

5:00 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. DISCUSSION TOPICS

A. Veterans Memorial

Brian Walker, City Planner, (sitting in for City Manager Joseph Forte)

Veterans Memorial Discussion



The Mayor and Commissioners looked over the various examples/pictures of memorials that were sent to them. There was **consensus** from the Mayor and Commissioners to go with this design for the Veterans Memorial for the front lawn of City Hall.

Panhandling Discussion

Commissioner Penny mentioned that he had seen some signs in Daytona Beach that could possibly work and be placed in various areas in Holly Hill to help with the panhandling issues the city has. There was **consensus** to put some signage out and see where they can be placed within the city limits.

Bike Washes Discussion

Attachment: Minutes - April 12, 2022 - Workshop (3716 : Minutes)

There was some discussion about bike washes amongst the Mayor and Commissioners and the image that the city has been trying to keep enforcing for improvements. Attorney Simpson suggested if they are going to adopt something to make it easy to enforce. There was **consensus** to eliminate bike washes that about US1-LPGA Blvd/CRA Overlay District that are seen during Bike Week and Biketoberfest events and can be seen but not eliminating or excluding them from all properties in the Overlay District. Any that are on State Street or Carswell, although they are in the Overlay District, they would be allowed to have a bike wash.

Commissioner Penny mentioned that he has had several calls recently, from concerned citizens about short-term rentals next to their homes. He explained to the citizens that Tallahassee has pre-empted any city ability to regulate these short-term rentals in any capacity unless the city has had the law in place for ten or eleven years. They are required to get a Business Tax Receipt. The citizens asked what else do they have to do to make sure they're legal. He asked the people to come to the meeting tonight and they didn't want to, instead they wanted him to bring it up. He thinks the city's hands are tied but he asked Mr. Walker if he could do a little research and just report back to the City Commission and it might be helpful, at some time, "short-term rentals" on their water bills - "what's required." Something like, they have to do this with the city, this with the State, this with the County.

Mr. Walker the requirements for having a short-term rental or to run your home as an Airbnb, they would need to get a license from the Department of Business Professional Regulation then they would need to register with the County in order to pay the tourist tax. They would also need to register with the DOR (Department of Revenue) in order to pay the sales tax and then they would get a Business Tax Receipt with the jurisdiction. Right now, what the city requires is a Business Tax Receipt. The city is not, although the city could, the city could require all the proof of those other steps prior to issuing a BTR. Some jurisdictions do, others do not. For example, he spoke today with a representative from the City of Ormond Beach, they require just the BTR. The other items are left up to the individual on their own but they do a home rental inspection on the Airbnb or the short-term rentals as a condition of getting the BTR. If the city wants to tighten the reins, if you will, the city can begin to require that folks provide the city proof of licensure with the Department of Business Professional Regulation, the Department of Revenue, and with the County prior to giving them a BTR. Right now, the city doesn't require that. They come in, they get their BTR and they're out the door.

Mayor Via asked if they need to get their BTR first before they get those other certifications?

Mr. Walker stated he doesn't know that...he doesn't believe so because they can go and get their license with the Department of Business Professional Regulation. The others, registering with the County and registering to pay the sales tax, I don't believe that those are dependent on getting their BTR. But if they are, the city can issue the BTR "contingent upon" receiving or issue the BTR with the understanding that they're going to receive those other licenses and other registrations and then give them ability to move

forward. Code Enforcement would get involved if there wasn't a BTR in place and basically, running a business without the BTR and that is something that is eventually taken to the Special Master. So, they would be sited.

Mayor Via asked how often has that happened that a business has been taken to the Special Master for that?

Mr. Walker stated specially with short-term rentals there is nothing that comes to his mind. It is a regular occurrence, however, to take folks to Special Master who have not obtained their BTR and just don't bother.

Mayor Via asked but not for short-term?

Mr. Walker stated not off the top of his head.

Mayor Via agrees with Commissioner Penny that it's a complicated issue because he has had calls about it and Commissioner Penny is right, that the State has pre-empted the city and has completely tied our hands on it and taken away local control. The more information the better.

Commissioner Penny stated he thinks it's important that the city checks those other three boxes before the city gives them a BTR, otherwise, the city is just giving them a BTR and saying, "well, we can't do anything about it and we don't care." It's not that the city doesn't care, we can't do anything about it but we can, not issue the BTR; we can at least make sure that they are legal. He thinks that would be something in the positive direction. The complaints he gets are the late night noises. This can help the people who want to do a short-term rental and they may just not know.

Mayor Via stated he is happy to look into that as well.

- B. Panhandling
- C. Bike Washes

3. **ADJOURNMENT**

The workshop adjourned at approximately 6:00 PM.



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

**City Commission
Resolution**

MEETING DATE: April 26, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg & Associates to Provide Professional Services for the Project Lift Station No. 11 Piping Improvements Not to Exceed \$7,985.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-25
APPLICANT:
PLANNER:

DISCUSSION:

Lift Station #11, located at 440 Magnolia Avenue, is in need of improvement due to sewage overflow during heavy rain events. These improvements will increase the outflow from the of the lift station and allow the wet well (storage of inflow) to keep up with the inflow and eliminate any overflow during heavy rain events to reach full compliance with the Department of Environmental Protection standards, protect health, safety and welfare of the city of Holly Hill Residents.

FDEP has sent a notice to the city with a fine totaling \$ 13,751.40 for the sewer main break that was struck by lightning in the summer of 2021. The city is requesting that this project, (LS# 11 Rehab), be considered as a P2 project which allows the city to use most of the fine to complete a specific project that improves the sewer delivery system.

The scope of services from Parker Mynchenberg & Associates is for P2 Project assistance and includes bidding assistance and construction phase services. This project is a maintenance activity and will not require FDEP permitting.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement with Parker Mynchenberg & Associates, Inc., for a term of three (3) years on January 25, 2022.

Funding is available in account # 407-8110-580.63-00 capital project titled LS # 11 Rehab.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional services to facilitate the rehabilitation of Lift Station #11.

COMMISSION GOALS:

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 #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:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 11 PIPING IMPROVEMENTS NOT TO EXCEED \$7,985.00.

ATTACHMENTS:

- Parker Mynchenberg & Assoc Engineering Svcs Proposal (PDF)
- Holly Hill WRF_FL0027677_SFCO Draft_220301 (1) (PDF)
- P2_Project_Summary_Holly Hill Lift Station 11_04.05.22_actual pump runtimes (PDF)

Resolution No. 2022-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION NO. 11 PIPING IMPROVEMENTS NOT TO EXCEED \$7,985.00; 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 ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 11 PIPING IMPROVEMENTS NOT TO EXCEED \$7,985.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff have determined that Lift Station 11 is in need of piping improvements; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Parker Mynchenberg & Associates, Inc., to perform the engineering services for this project.

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 does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional services for the project Lift Station 11 Piping Improvements not to exceed \$7,985.00.

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of APRIL, 2022.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
 Holly Hill, Florida 32117
 (386) 677-6891
 FAX (386) 677-2114
 E-Mail: info@parkermynchenberg.com

February 17, 2022

Mr. John Dally
 Wastewater Manager
 City of Holly Hill
 453 LPGa Blvd
 Holly Hill, FL 32117

Via email: jdally@hollyhillfl.org

**Re: CITY OF HOLLY HILL
 Lift Station 11 Piping Improvements
 Professional Engineering Services Proposal**

Dear Mr. Dally:

I am pleased to offer the Professional Engineering Services associated with the Lift Station 11 Piping Improvements. The project was previously designed and the City would like to use this project as a Pollution Prevention (P2) project. This proposal is for P2 Project assistance, bidding assistance, and construction phase services. This project is a maintenance activity and should not require FDEP permitting.

The Scope of Work is as follows:

PART A – P2 PROJECT ASSISTANCE

1. Prepare and submit P2 Project Plan
2. Prepare and submit Final Report

PART B – BIDDING ASSISTANCE

1. Prepare bid documents to City standards
2. Attend pre-bid meeting
3. Provide responses to bidder questions
4. Prepare addenda
5. Review and check bids and prepare a bid tabulation
6. Prepare an award recommendation letter

PART C – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION

1. Contract Administration
 - a. Attend Pre-Construction Meeting
 - b. Review Shop Drawings
 - c. Attend Progress Meetings
 - d. Pay Request Review and Approval
2. Project Close-out
 - a. Review As-builts
 - b. Perform Final Inspection
 - c. Attend onsite walkthrough with City Staff and Contractor
 - d. Create Engineering Punchlist
 - e. Re-inspect Site for Completeness

PART D – MISCELLANEOUS

1. Expenses (including reproduces, mileage, postage, etc.)

Not included in the above Scope of Work are as follows:

1. Permit application and fees (to be borne by the Owner).

Attachment: Parker Mynchenberg & Assoc Engineering Svcs Proposal (2022-R-25 : Designating Lift Station #11 Rehab as a P2 Project)

2. Design Phase Services.
3. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
4. Preparation of Easement Sketch and Legal Descriptions (if required).
5. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
6. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
7. Preparation of Signage Plans (to be provided by architect or sign company).
8. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
9. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
10. Preparation and assistance associated with LEED design certification.
11. Title Opinion.
12. Traffic Studies (to be prepared by Traffic Engineer) (if required).
13. Preparation of Environmental Reports (if required by the County/SJRWMD).
14. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
15. Preparation of Structural Permit Applications.
16. Preparation of Colored Renderings.
17. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design. (to be prepared by an Electrical Engineer).
18. Gopher Tortoise Survey or Permitting Relocation.
19. Preparation of an Endangered and Threatened Species Report.
20. Onsite Construction supervision.
21. Electrical Service or Distribution Design (by Electrical Engineer).
22. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
23. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
24. Traffic Fair Share Agreement.
25. Sanitary Pump Station Design and Permitting (if required)
26. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
27. Required bacteriological testing in conjunction with water main clearance (if required).
28. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work)

Mr. John Dally
City of Holly Hill
 Lift Station 11 Piping Improvements
 February 17, 2022
 Page 3 of 6

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

PART A – P2 PROJECT ASSISTANCE:	\$ 1,010.00
PART B – BIDDING ASSISTANCE:	\$ 3,430.00
PART C – CONTRACT ADMINISTRATION:	\$ 3,245.00
PART D – MISCELLANEOUS:	\$ 300.00
TOTAL:	<u>\$ 7,985.00</u>

SEVEN THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND 00/100

Please note that miscellaneous expenses such as reproducibles, mileage, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the *Hourly Rate Schedule* included with this proposal.

After reviewing this proposal, if it meets with your approval, please execute the *Professional Service Agreement* and return to me as the Notice to Proceed. Please feel free to call with any questions you may have concerning this proposal or the project in general.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PROFESSIONAL SERVICES AGREEMENT

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE SERVICES IDENTIFIED IN THE DETAILED SCOPE OF WORK.

FEE BASIS

- ☒ Schedule of Hourly Rates Attached
☒ Miscellaneous Expenses
☒ Lump Sum Not to Exceed Fee

PAYMENT BASIS

- ☒ Monthly
☐ At time of Completion
☐ Retainer Required: \$ N/A

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$1,000,000. or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

SERVICE CHARGE

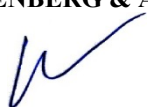
On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1.5% per month (18% per annum). This service charge shall be applied to the total outstanding balance due.

VENUE and COST OF LITIGATION

On all amounts not paid within 30 days from the date of invoice, the Client shall be responsible for all collection costs, including but not limited to Attorney's fees. In the event of a fee dispute, venue of any litigation to resolve said dispute shall be in Volusia County, Florida. Reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the proposal.

Work shall commence upon execution of the Professional Services Agreement.

FOR: PARKER MYNCHENBERG & ASSOCIATES, INC.

BY: 
 Parker Mynchenberg, President

DATE: 02/17/2022

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

HOURLY RATE SCHEDULE

Principal Engineer.....	\$200.00/hour
Senior Project Engineer	\$175.00/hour
Landscape Architect.....	\$175.00/hour
Project Engineer.....	\$110.00/hour
Senior CAD Technician.....	\$110.00/hour
CAD Technician	\$ 90.00/hour
Clerical	\$ 45.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24"x36".....	\$1.50/ea.
30"x42".....	\$2.25/ea.
36"x48".....	\$3.00/ea.
42"x60".....	\$4.50/ea.

REPRODUCIBLES

Mylar.....	\$12.00/ea.
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COPIES

8.5"x11".....	\$0.18/ea.
8.5"x14".....	\$0.25/ea.
11"x17".....	\$0.30/ea.
Color	\$0.99/ea.

OTHER

Mileage	\$0.565/mile
Postage.....	Current Rate
Phone Calls	As Billed

FEE MATRIX							
		\$ 175	\$ 110	\$ 45			
Task	Description	Senior Project Engineer (PE)	Senior CAD Technician	Clerical	Man Hours	Cost	Total
PART A – P2 PROJECT ASSISTANCE							
1)	Prepare and submit P2 Project Plan	2	2	1	5.0	\$615.00	
2)	Prepare and submit Final Report	2	-	1	3.0	\$395.00	\$1,010.00
PART B - BIDDING ASSISTANCE							
1)	Prepare bid documents to City Standards	4	4	4	12.0	\$1,320.00	
2)	Attend Pre-Bid Meeting	2	-	1	3.0	\$395.00	
3)	Provide Responses to Bidder Questions	2	2	1	5.0	\$615.00	
4)	Prepare Addenda	2	2	2	6.0	\$660.00	
5)	Review Bids and Prepare Bid Tabulation	1	-	1	2.0	\$220.00	
6)	Prepare an Award Recommendation Letter	1	-	1	2.0	\$220.00	\$3,430.00
PART C – CONTRACT ADMINISTRATION							
1)	Contract Administration	12	2	2		\$2,410.00	
2)	Project Close-Out	2	4	1	7.0	\$835.00	\$3,245.00
PART D - MISCELLANEOUS							
1)	Expenses (including reproduces, mileage, postage, etc.)	-	-	-	0.0	\$300.00	\$300.00
Sub-Total Man-Hours		30	16	15	45		
Sub-Total		\$5,250.00	\$1,760.00	\$675.00		\$7,985.00	\$7,985.00
Total						\$7,985.00	



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

March 25, 2022

Joe Forte, City Manager
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
jforte@hollyhillfl.org

SUBJECT: Department of Environmental Protection v. City of Holly Hill
OGC File No.: 21-0751
FL0027677

Mr. Forte:

The State of Florida Department of Environmental Protection ("Department") finds that City of Holly Hill ("Respondent") had an unauthorized discharge of approximately 758,000 gallons of untreated wastewater on July 21, 2021, in violation of 403.161(1)(a) & (b) F.S. Although there are no further actions required to correct the violation, the Respondent remains subject to civil penalties as a result of the violation. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter.

The Department's Offer

Based on the violations described above, the Department is seeking \$13,501.40 in civil penalties and \$250.00 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of \$13,751.40. The civil penalty in this matter includes 1 violation of \$2,000.00 or more.

Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at Central District, 3319 Maguire Blvd, Orlando, FL 32803 by **April 6, 2022**. The Department will then countersign it and file it with a designated clerk of the Department. Once the

SFCO

Attachment: Holly Hill WRF_FL0027677_SFSCO Draft_220301 (1) (2022-R-25 : Designating Lift Station #11 Rehab as a P2 Project)

document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, Joe Forte:

- (1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;
- (2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final; and
- (3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

- (1) Respondent must pay \$13,751.40 in full by **April 25, 2022**.
- (2) Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Payment made mail shall be sent to Central District 3319 Maguire Blvd, Suite 232, Orlando, FL 32803. Online payments by e-check can be made by going to the DEP Business Portal at:
<http://www.fldepportal.com/go/pay/> It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final order of the Department, as explained above, the

DEP vs. City of Holly Hill
OGC No. 21-0751
Page 3

attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Amanda Mahalek at 407-897-4330 or at Amanda.Mahalek@FloridaDEP.gov.

Sincerely,



On behalf of:

Aaron Watkins
District Director
Central District

Attachment: Holly Hill WRF_FL0027677_SFCO Draft_220301 (1) (2022-R-25 : Designating Lift Station #11 Rehab as a P2 Project)

DEP vs. City of Holly Hill
 OGC No. 21-0751
 Page 4

FOR THE RESPONDENT:

I, _____ [Type or Print Name], **HEREBY ACCEPT
 THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: _____ Date: _____
 [Signature]

Title: _____
 [Type or Print]

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this ____ day of _____, 2022, in Orange County,
 Florida.

STATE OF FLORIDA DEPARTMENT
 OF ENVIRONMENTAL PROTECTION

 Aaron Watkins
 District Director
 Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department
 Clerk, receipt of which is hereby acknowledged.

 Clerk

 Date

Attachments: Notice of Rights
 Exhibit A

Final clerked copy furnished to:
 Lea Crandall, Agency Clerk (lea.crandall@dep.state.fl.us)

NOTICE OF RIGHTS

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

[This template is to be used as a Short Form Consent Order Exhibit when the P2 Project(s) is (are) relatively straightforward. This template must be completed to describe P2 Projects that are already evaluated, and that can be approved prior to consent order finalization. The document must be in final form and attached as an exhibit to the consent order before execution. The Summary must contain the following information.]

Exhibit

P2 Project Summary (Summary)

City of Holly Hill Wastewater Treatment Plant
453 LPGA Blvd, Holly Hill, FL 32117
386-248-9463
John Dally/Chief Wastewater Operator

A. **Project Description:** The City of Holly Hill wastewater collection and transmission system consists of: gravity collection systems, 28 lift stations and force mains to collect and pump wastewater to the City's wastewater treatment plant. Lift Station No. 11 is one of five lift stations that are on the final manifolded force main to the wastewater treatment plant. This lift station repumps wastewater collected from the southwest portion of the City and experiences high flows and extended runtimes during the wet season.

The proposed P2 Project consists of piping improvements at Lift Station No. 11 to remove a piping restriction from the lift station's force main. The project will reduce head loss within the lift station's force main system and therefore reduce energy consumption at this lift station. These improvements will also increase the reliability of the lift station and reduce City staff time associated with high level alarms.

B. **Environmental and Economic Benefits:** Replacing the force main piping at Lift Station No. 11 will reduce head loss in the pumping system and reduce electrical consumption. The improved efficiency of the pumping system is estimated to provide a 15% reduction in pump time. There are three (3) 10.1 hp pumps installed, energy savings are calculated below based on the total pump runtime from 4/1/21 through 3/31/22 of 4,822 hrs.

In addition to the energy savings calculated below, the improved lift station performance will reduce maintenance and callouts for high level and overflow conditions.

Kilowatt Hours Before:

$$10.1 \text{ HP } (0.75 \text{ KW/HP})(4,822 \text{ hrs/yr}) = 36,527 \text{ KWH/yr}$$

Kilowatt Hours After 15% Reduction:

$$10.1 \text{ HP } (0.75 \text{ KW/HP})(4,822 \text{ hrs/yr})(85\%) = 31,048 \text{ KWH/yr}$$

Energy Cost = \$0.11/KWH

<i>Lift Station 11 Piping Improvements</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (kwh)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Energy	36,527	31,048	5,479	\$4,018	\$3,415	\$603	15%
Total Annual Cost Savings = \$603/yr							

C. **Project Cost:** Estimated construction costs are provided in the table below.

<i>Lift Station 11 Piping Improvements</i>		
Budget Cost Estimate – Construction		
Item	Description	Est. Cost
1	Mobilization and MOT	\$7,000
2	Bypass Pumping	\$16,000
3	Piping Improvements	\$24,000
4	Restoration	\$8,000
TOTAL		\$55,000

Using the annual cost savings calculated above at \$603/yr, the estimated payback period is approximately 91 years. In addition to the annual cost savings the piping improvements will reduce City time addressing high levels at the lift station and reduce the potential for overflows.

D. **Project Reporting:**

1. Within 60 days of completing the P2 Project, the Respondent shall submit to the Department a P2 Project Final Report that includes the following:

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied. *A statement indicating the date the Project was started and also the date completed.*

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

2. The Department shall review the Final Report and determine:
 - a. Whether the project was properly implemented; and
 - b. Which expenses apply toward pollution prevention credits.
3. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.
 - a. The following costs *are applicable as P2 credits* toward the civil penalty offset amount:
 - i. Preparation of the P2 Project;
 - ii. Design of the P2 Project;
 - iii. Installation of equipment for the P2 Project;
 - iv. Construction of the P2 Project;
 - v. Testing of the P2 Project;
 - vi. Training of staff concerning the implementation of the P2 Project; and
 - vii. Capital equipment needed for the P2 Project.
 - b. The following costs *shall not apply as P2 credits* toward the civil penalty offset amount:
 - i. Costs incurred in conducting a waste audit;
 - ii. Maintenance and operation costs involved in implementing the P2 Project;
 - iii. Monitoring and reporting costs;
 - iv. Salaries of employees who perform their job duties;
 - v. Costs expended to bring the facility into compliance with current law, rules and regulations;
 - vi. Costs associated with a P2 Project that is not implemented;
 - vii. Costs associated with a P2 Project that has not been approved by the Department; and
 - viii. Legal costs.
 - c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.
4. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.
5. If the P2 Project is terminated for any reason, Respondent shall pay the full balance of the allowable portion of the civil penalty within 10 days of written demand by the Department.



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

**City Commission
Resolution**

MEETING DATE: April 26, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase in Purchasing Authorization of \$129,200 for Pumps, Spare Parts and Repairs for External and Internal Lift Station and Wastewater Division Needs for a Total Amount Not to Exceed \$230,000 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-26
APPLICANT:
PLANNER:

DISCUSSION:

On January 12, 2021, the City Commission approved the allocation of wastewater pumps and spare parts for all internal and external lift stations and wastewater division needs in an amount not to exceed \$100,000 annually through Resolution 2021-R-04. This Resolution was approved for a three-year period.

The lift station and wastewater facility parts specified in Resolution 2021-R-04 were approved as single source purchase through Hydra Services, Inc. A purchase order 220011 for \$10,800 was approved on October 11, 2021 and purchase order 220107 for \$90,000 was approved on February 10, 2022. Purchase Order 220107 should have been issued for \$89,200, this was an oversight. The approved resolution 2021-4 is included under “Exhibit A” and the annual purchase order 220107 included under “Exhibit B”.

Total purchases from Hydra Services in the current fiscal year totals \$161,696.16. This exceeds the purchasing authority as granted by the City Commission. A spreadsheet showing expenditures is included under “Exhibit C”.

In order to ensure that the vendor is paid for materials and services rendered, and to ensure that the City can continue to protect our wastewater infrastructure, the Public Works Department is requesting \$129,200 be added to the annual purchasing authority, for an amount not to exceed \$230,000.

FISCAL ANALYSIS:

Two purchase orders were issued to Hydra Services, Inc., totaling \$100,800. These included

the purchase of pumps and spare parts for external and internal lift station and wastewater division needs. The City Commission has approved annual spending in an amount not to exceed \$100,000. Staff recommend an increase of the annual amount by \$129,200 for a total amount not to exceed \$230,000.

There is currently an unencumbered balance of \$142,864.27 in GL account 400-8110-580.64-00, including \$40,650 in savings from a spotter truck purchase. Staff recommends that funds from this capital account be used to fund current expenditures and any additional current year expenditures needed with Hydra Services, Inc., as authorized by the City Commission.

STAFF RECOMMENDATION:

In order to ensure that future purchases do not exceed purchasing authority, the Public Works Department recommends that individual purchase orders be issued for Hydra Services. Purchase orders are reviewed and approved by Public Works Supervisory staff, the Public Works Director, Finance Director and City Manager.

Approve an increase in purchasing authorization of \$129,200 for pumps, spare parts and repairs for external and internal lift station and wastewater division needs for a total amount not to exceed \$230,000, and authorize the City Manager to execute the same.

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 #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:

APPROVE AN INCREASE OF \$129,200 FOR PUMPS, SPARE PARTS AND REPAIRS FOR EXTERNAL AND INTERNAL LIFT STATION AND WASTEWATER DIVISION NEEDS FOR AN AMOUNT NOT TO EXCEED \$230,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - City Resolution 2021-4 (PDF)

Resolution 2022-26

Meeting of April 26, 2022

- Exhibit B - Hydra Services Inc PO 220107 (PDF)
- Exhibit C - Hydra Services Expenditures (PDF)

Resolution No. 2022-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE IN PURCHASING AUTHORIZATION OF \$129,200 FOR PUMPS, SPARE PARTS AND REPAIRS FOR EXTERNAL AND INTERNAL LIFT STATION AND WASTEWATER DIVISION NEEDS FOR A TOTAL AMOUNT NOT TO EXCEED \$230,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE IN PURCHASING AUTHORIZATION OF \$129,200 FOR PUMPS, SPARE PARTS AND REPAIRS FOR EXTERNAL AND INTERNAL LIFT STATION AND WASTEWATER DIVISION NEEDS FOR A TOTAL AMOUNT NOT TO EXCEED \$230,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hydra Services, Inc., has been approved as a single source provider for many lift stations and wastewater division needs; and

WHEREAS, purchases with Hydra Services, Inc., has exceeded budgetary authorization; and

WHEREAS, additional funds are needed in order to pay invoices due to Hydra Services, Inc., and allow for additional materials or services needed during the current fiscal year.

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

SECTION 1. That the City Commission approve an increase in budgetary authorization of \$129,200 for spare parts and repairs for external and internal lift station and wastewater division needs for a total amount not to exceed \$230,000 and authorize the City Manager to execute the same.

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 26th day of APRIL, 2022.

Resolution No. 2021-4

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO AUTHORIZE THE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS AND PARTS AND TRANSFER PUMPS AND PARTS FOR A 3 YEAR PERIOD THROUGH FY 2022-2023 WITH A LIMIT NOT TO EXCEED \$100,000.00 ANNUALLY, CONTINGENT UPON FUTURE BUDGET APPROPRIATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS TO AUTHORIZE THE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS, PARTS, TRANSFER PUMPS AND PARTS FOR A 3 YEAR PERIOD THROUGH FY 2022-2023 WITH A LIMIT NOT TO EXCEED \$100,000.00 ANNUALLY, CONTINGENT UPON EXISTING AND FUTURE BUDGET APPROPRIATIONS AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of spare pumps and spare parts for all internal and external lift stations for the Wastewater Department as well as transfer pumps and spare parts for the Water Department; and

WHEREAS, the total purchases for these pumps will exceed the purchasing limit to this vendor, Hydra Service(s) Inc.; and

WHEREAS, the City desires to execute purchase orders to Hydra Services (s) with a not to exceed limit of \$100,000.00 per year for a 3 year period, subject to annual appropriation of funding through the adopted budgets and ending in FY 2022-2023 budget; and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps and Franklin Electric/Pioneer Pump as a single source supplier for water treatment transfer pumps as this is advantageous to the City in order to maintain fewer spare parts; and

WHEREAS, Sulzer-ABS and Franklin Electric/Pioneer Pump both work solely with Hydra Service for any needed replacement; and

WHEREAS, this City desires to approve the City Manager to waive the procurement process and authorize appropriate City staff to purchase these pumps and spare

parts from these sole source suppliers.

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

SECTION 1. That the City Commission does hereby approve the City Manager to waive the procurement process and authorize appropriate City staff to purchase lift station pumps and parts from Sulzer-ABS and Franklin Electric/Pioneer Pump (City Standards For All Service Pumps) as single sole source suppliers through Hydra Service(s) Inc., for a 3 year period through FY 2022-2023 with a limit not to exceed \$100,000.00 annually, contingent upon existing/future budget appropriations.

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 12th day of JANUARY, 2021.

Attachment: Exhibit A - City Resolution 2021-4 (2022-R-26 : Hydra Service Purchasing FY2021-2022)



PURCHASE ORDER
CITY OF HOLLY HILL
 (386)248-9427
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

P.O. #
220107

DATE: 2/10/2022

VENDOR PHONE: (407)330-3456

VENDOR FAX: (407)330-3404

VENDOR #: 3180

VENDOR ADDRESS: HYDRA SERVICE (S) INC
 250 SPRINGVIEW COMMERCE
 DEBARY, FL 32713

SHIP TO: SEWER PLANT
 PUBLIC WORKS
 453 LPGA BLVD.
 HOLLY HILL, FL 32117

*Our P.O.# **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	REQUISITION BY	
02/28/2022		0000001616	02/10/2022	JDALLY SJUENGST	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		40030205354601		STELLA GURNEE	
		PROJECT NUMBER			
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	ANNUAL PURCHASE ORDER FOR WASTEWATER		
90,000.00 /		1.0000	90,000.00
EA			

SPARE PARTS FOR ALL INTERNAL AND
 EXTERNAL LIFT
 STATIONS AND WASTE WATER DEPARTMENT
 NEEDS

PHONE: 407-330-3456

FAX: 407-330-3404

PLEASE NOTE: DELIVERIES ARE ACCEPTED
 MONDAY
 THROUGH FRIDAY BETWEEN THE HOURS OF
 7:00AM
 AND 3:00PM ONLY

ANNUAL PURCHASE APPROVED BY CITY
 COMMISSION
 N 01/12/2021 THROUGH RESOLUTION 2021-4.
 THREE
 YEAR TERM ENDING IN FY22/23 BUDGET



PURCHASE ORDER
CITY OF HOLLY HILL
 (386)248-9427
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

P.O. #
220107

DATE: 2/10/2022

VENDOR PHONE: (407)330-3456

VENDOR FAX: (407)330-3404

VENDOR #: 3180

VENDOR ADDRESS: HYDRA SERVICE (S) INC
 250 SPRINGVIEW COMMERCE
 DEBARY, FL 32713

SHIP TO: SEWER PLANT
 PUBLIC WORKS
 453 LPGA BLVD.
 HOLLY HILL, FL 32117

*Our P.O.# **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	REQUISITION BY	
02/28/2022		0000001616	02/10/2022	JDALLY SJUENGST	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		40030205354601		STELLA GURNEE	
		PROJECT NUMBER			
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$90,000.00

Send Original and One Copy of Invoice to:

CITY HALL
FINANCE DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807

Joseph A. Forte

Approving Official

Attachment: Exhibit B - Hydra Services Inc PO 220107 (2022-R-26 : Hydra Service Purchasing FY2021-2022)

Hydra Services Expenditures FY2021-2022

Purchasing Authority	Commission Date	Resolution	Amount
City Commission	1/12/2021	2021-R	\$100,000

Invoice Number	Invoice Date	Purchase Order	Amount
24063	11/1/2021	220011	\$ 10,800.00
24711	2/9/2022	220107	\$ 6,897.00
24712	2/9/2022	220107	\$ 6,475.00
24713	2/9/2022	220107	\$ 13,026.00
24772	2/22/2022	220107	\$ 4,505.12
24774	2/22/2022	220107	\$ 7,607.00
24858	3/22/2022	220107	\$ 5,235.53
24863	3/22/2022	220107	\$ 6,640.00
23941	8/19/2021	220107	\$ 18,140.00
24090	8/23/2021	220107	\$ 570.00
24154	9/29/2021	220107	\$ 2,447.72
24374	11/23/2021	220107	\$ 1,213.27
24441	11/30/2021	220107	\$ 2,348.00
24502	11/12/2021	220107	\$ 6,948.00
24496	12/16/2021	220107	\$ 11,400.00
24497	12/16/2021	220107	\$ 12,120.00
24526	12/21/2021	220107	\$ 1,060.52
24562	1/12/2022	220107	\$ 1,990.00
24581	1/12/2022	220107	\$ 7,470.00
24640	12/31/2021	220107	\$ 1,340.00
24647	1/11/2022	220107	\$ 7,855.00
24757	2/15/2022	220107	\$ 1,330.00
24895	3/29/2022	220107	\$ 12,298.00
No Invoice Received		220107	\$ 11,345.00
No Invoice Received		220107	\$ 635.00
Subtotal of Payments to Date			\$ 161,696.16
Purchasing Balance			\$ (61,696.16)



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

**City Commission
Resolution**

MEETING DATE: April 26, 2022
FROM: Jeff Miller
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process Authorizing the City Manager to Execute an Agreement with Flock Group for the Lease of Six (6) License Plate Readers (LPR) Under the Price Schedule Set Forth Herein; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-27
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department is seeking to lease six (6) License Plate Readers (LPR) from the Flock Group, Inc. These LPRs will be strategically placed throughout the City of Holly Hill at undisclosed locations. LPRs are a new innovative technology that has been implemented nationwide - including many cities across Volusia County. LPRs will be used to enhance criminal investigations such as, but not limited to, developing suspects in violent crimes, locating wanted subjects, and monitoring sexual offenders. For complete transparency, LPRs will not necessarily deter crime but will be utilized as a valuable tool to enhance criminal investigations. The six (6) LPRs will be monitored 24/7 by staff at the Volusia Sheriff's Office Crime Center with no additional funding requirements.

This lease is a one-year contract, with a one-year extension with the Flock Group. The first year with the Flock Group will be \$15,900 and the recurring year will cost \$15,000.

The lease contract can be extended through years 3-5 as noted below in the cost breakdown.

FISCAL ANALYSIS:

This expense will be funded from the Law Enforcement Trust Fund. Volusia Sheriff's Office Crime Center system is currently only compatible with two camera manufacturers Flock Group and NDI Tech.

In accordance with the current city of Holly Hill's Purchasing Policies, Chapter 8, the City Commission may waive the formal bidding procedure for purchases over \$25,000 to obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department and as otherwise determined to be in the best interest of the City.

Only two bids - the Flock Group and NDI Tech were obtained because these two companies are the only LPR systems operated by staff at the VSO Crime Center.

See below for the pricing of 6 LPR cameras with maintenance.

	Year Flock Group Inc.	NDI Tech
1st Year	\$15,900.00	\$19,638.00
2nd Year	\$15,000.00	\$19,638.00
<i>Total Years 1-2</i>	<i>\$30,900.00</i>	<i>\$39,276.00</i>
3rd Year	\$15,000.00	\$6,852.24
4th Year	\$15,000.00	\$6,852.24
5th Year	\$15,000.00	\$6,852.24
<i>Total Years 3-5</i>	<i>\$45,000.00</i>	<i>\$20,556.72</i>
<i>Grand Total</i>		
<i>After 5 Years</i>	<i>\$75,900.00</i>	<i>\$59,832.72</i>

Proceeds from the Law Enforcement Trust Fund (LETF) will be utilized for up to 2 years. If an alternate funding source is identified for the second year, the LETF will not be utilized.

Please keep in mind, staff is projecting that the LPR systems will remain after the 2 year period.

STAFF RECOMMENDATION:

Interviews were held with two LPR managers of the two largest police departments in Volusia County. Both stated the Flock system captured more hits, including those vehicles not assigned with a tag. Furthermore, the Flock system has the capability to record bicycles, and pedestrians involved in crashes. It was also learned that the crime analysts assigned to the VSO Crime Center preferred the LPR system provided by Flock.

Staff is recommending approval and acceptance of the one-year contract, with a recurring second year contract, with the Flock Group due to its higher performance rating by local users.

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:

TO APPROVE WAIVING THE PROCUREMENT PROCESS, APPROVE THE AGREEMENT WITH FLOCK GROUP, INC., FOR A ONE-YEAR LEASE AGREEMENT WITH ONE YEAR RENEWALS UP TO FOUR (4) YEAR AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ACCOMPANYING DOCUMENTS.

ATTACHMENTS:

- Flock (PDF)
- NDI Technologies Quote (PDF)
- FL - Holly Hill PD - Law Enforcement Agreement_FINAL 04-20-2022 (PDF)
- Sole Source Justification Form (PDF)

Resolution No. 2022-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLOCK GROUP FOR THE LEASE OF SIX (6) LICENSE PLATE READERS (LPR) UNDER THE PRICE SCHEDULE SET FORTH HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLOCK GROUP FOR THE LEASE OF SIX (6) LICENSE PLATE READERS (LPR) UNDER THE PRICE SCHEDULE SET FORTH HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Holly Hill Police Department is seeking to lease six (6) License Plate Readers (LPR); and

WHEREAS, The LPRs will be strategically placed throughout the City of Holly Hill at undisclosed locations; and

WHEREAS, LPRs will be used to enhance criminal investigations such as, but not limited to, developing suspects in violent crimes, locating wanted subjects, and monitoring sexual offenders; and

WHEREAS, Flock Group Inc., is desirous of performing and providing such goods upon said terms and conditions; and

WHEREAS, the goods are necessary to support the activities and programs of the City of Holly Hill's Police Department; and

WHEREAS, interviews were held with two LPR managers of the 2 largest police departments in Volusia County. Both stated the Flock system captured more hits, including those vehicles not assigned with a tag. Furthermore, the Flock system has the capability to record bicycles, and pedestrians involved in crashes. It was also learned that the crime analysts assigned to the VSO Crime Center preferred the LPR system provided by Flock; and

WHEREAS, this award is requested in accordance with the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the lease of six (6) LPRs and authorizes the City manager to execute the agreement.

SECTION 2. PRICE SCHEDULE:**Year Flock Group Inc.**

1 st Year	\$15,900.00
2 nd Year	\$15,000.00
<i>Total Years 1-2</i>	<i>\$30,900.00</i>
3 rd Year	\$15,000.00
4 th Year	\$15,000.00
5 th Year	\$15,000.00
<i>Total Years 3-5</i>	<i>\$45,000.00</i>

Grand Total After 5 Years \$75,900.00

Proceeds from the Law Enforcement Trust Fund (LETF) will be utilized for up to 2 years.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of APRIL, 2022.

flock safety

Created Date 3/28/2022

Expiration Date 4/30/2022

Quote Number 00001465

Prepared By Todd Troutman

Contact Name Jeffrey Miller

Phone 7703102987

Phone (386) 248-9488

Email todd.troutman@flocksafety.com

Email jmiller@hollyhillfl.org

Bill To Name FL - Holly Hill PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint™ technology + machine learning software and real-time alerts for unlimited users	\$2,500.00	\$2,500.00	6.00	\$15,000.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$150.00	6.00	\$900.00

Total Price \$15,900.00

Recurring Total \$15,000.00

Attachment: Flock (2022-R-27 : License Plate Readers (LPR) Lease Agreement)

NDI Technologies, Inc.,

Sheri Taynor
 Email: s.taynor@ndi-rs.net
 Phone: 407-402-9175

105 E State Road 434
 Winter Springs, Florida 32708,
 United States
 Main Office Phone: 866-458-0426
 Fax: 321-441-1801

**Billing Address**

1065 Ridgewood Avenue
 Holly Hill, FL 32117
 USA

Shipping Address

1065 Ridgewood Avenue
 Holly Hill, FL 32117
 USA

Quote To Holly Hill Police Department- FL

Quote No QU0924

Quote Date 03-10-2022
 Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-STAT-S-1CAM	C Series LPR-S Camera Bundle	6	0.00	0.00	0.00
	HD LPR camera solar powered (or 110V power) includes camera, mounting, cell modem and software.				
	Hosted Camera License- Per Camera 21-50	6	0.00	0.00	0.00
	Hosted LPR Camera License (per camera). Annual Fee for Cameras 21-50.				
SERV-STAT-COMM	Static System Commissioning (Per Day)	2	0.00	0.00	0.00
	Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.				
	Annual Lease Payment	1	19,638.00	19,638.00	19,638.00
	Two year lease contract, if contract is extended after year two, 3rd -5th year would be \$6,852.24 annually.				

Attachment: NDI Technologies Quote (2022-R-27 : License Plate Readers (LPR) Lease Agreement)

WARRANTY-ASR	Annual Service Renewal	1	6,852.24	6,852.24	0.00
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Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage) Includes hardware and cloud licenses. This is shown for budgeting purposes for years 3 through 5.

Items Total	19,638.00
Shipping & Handling Charges	Included
Pre Tax Total	19,638.00
Tax(0 %)	0.00
GRAND TOTAL (\$)	19,638.00

Notes: • We provide a full 90 days of data (most provide 30)

- The LPR network includes Volusia, Seminole and Orange County as well as many others! The surrounding cities use NDI Recognition as well for seamless data sharing
- At the end of year two, your annual cost drop to \$6,852.24
- We provide immediate to response to any concerns that arise, including onsite support included from our local Central Florida Technology Center.
- We provide instant alerts- no delays in the relay of alerting to your officers
- Live video streaming- optional

Two year lease contract. Agency to provide SIM card from cell provider.

Thank you for your business!

Terms & Conditions

AGREEMENT AND LIMITATIONS – The agreement between Seller and Buyer (the “sales contract”) with respect to the sale of goods and services described in the Sales Contract shall consist of the terms appearing hereof, together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer’s purchase order or in any other communications from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the Sales Contract, no reference to Buyer’s purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Trade usage and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, distract from, supplant or explain the Sales Contract, shall not be binding on Seller.

TERMINATION OR MODIFICATION – The Sales Contract may be modified or terminated only upon Seller’s consent except that stenographic and clerical errors are subject to correction by Seller, or upon Seller’s consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, if requested by Seller in writing, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

PRICING – All prices quoted by Seller or its agents are net and are in US Dollars. List prices are subject to change without notice. Prices are subject to increase by Seller based on Seller’s prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order.

PAYMENT TERMS – Seller will invoice for product (hardware and/or software) when shipped and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation and service fees will be invoiced and are due as incurred. Seller may require full or partial payment or payment guarantee in advance of shipment wherever, in its opinions, the financial condition of Buyer so warrants.

TAXES – Prices and fees do not include National, State or Local taxes that may be applicable. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use, or other tax (however designated) imposed upon the sales, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller at the time of purchase.

FREIGHT/SHIPPING – All prices F.O.B. Winter Springs, Florida, U.S.A. Freight will be allowed, regardless of weight, to any destination in the Continental United States for orders totaling \$500 or more. If an order totals \$495 or less or a shipment is requested to be made by a specific carrier, full transportation charges are to be borne by the Buyer. The right is reserved to make partial shipments at Seller’s discretion.

CLAIMS – Upon acceptance by the carrier, title to the material passes to the consignee. All claims for loss or breakage concealed or otherwise, must be made against the carrier by the consignee. All shipments from Winter Springs, Florida, U.S.A. will be traced if request is received by Seller two weeks after our invoicing. This written request should detail items that are missing from the shipment. Damage to merchandise should be reported immediately to Seller upon discovery. Please hold the damaged merchandise and its original carton for inspection. Seller will arrange for inspection, return of merchandise and repair or replacement of the merchandise. Be as detailed as possible as to the nature of the damage. Any claim involving concealed damage to merchandise will not be honored after 14 days from our shipping.

RISK OF LOSS – Title and risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

DELIVERY – Lead-time from receipt of order is typically 4 to 6 weeks, but may vary based on items ordered. Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller’s reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller’s reasonable control.

DEDUCTIONS AND RETURNS – Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller’s prior written consent (such consent to be at the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges of \$20.00 USD or 15%, whichever is greater. Buyer assumes all risk for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer’s account. Contact Help Desk for a return material authorization (RMA).

INSPECTION – Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller’s performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer’s receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

WARRANTY – Seller warrants all goods for one year, under the following conditions and exceptions: Seller warrants that all goods of Seller’s manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Seller such goods shall be commercially free from defects in material or workmanship. Seller reserves the right at the Seller’s discretion to “Repair and Return” or “Replace” any item deemed defective during the warranty period. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Seller or its authorized representative, or if one year has elapsed from the date of shipment of the goods by Seller. No agent, employee, representative or distributor of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

ANNUAL RENEWAL MAINTENANCE/SUPPORT AGREEMENT – Provided the Buyer maintains an active “Gold Level” annual support agreement all software and hardware, excluding travel related expenses, will be covered by on-site repair and/or replacement. Should Buyer elect to NOT maintain an active support agreement, Seller will charge a daily labor rate of \$1,250.00 for on-site support, in addition to hardware costs and travel expenses. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges.

INSTALLATION – Installation of any hardware shall be by Buyer unless otherwise specifically stated on the Sales Contract. Buyer is responsible for all necessary and/or required site permits, engineering drawings, permissions, clearance, physical infrastructure (including poles, gantries, etc.).

FIXED SYSTEM INFRASTRUCTURE – Buyer is responsible for ensuring that each fixed system location has adequate infrastructure in place, including but not limited to:

- Physical Infrastructure – Buyer is responsible for providing suitable physical locations for LPR systems as well as the actual physical installation/attachment of devices to the physical infrastructure in place.
- Electrical Infrastructure – Buyer is responsible for providing 120v A/C power at each location. LPR processors are to be directly wired into the power service. Buyer is responsible for ensuring that power service is outfitted with lightning/surge suppression and a power disconnect located within serviceable reach. Buyer is responsible for ensuring that the installation meets all applicable codes and requirements, including the use of certified electricians, running of conduit, etc. Seller is not responsible for making any electrical connections or for the reliability of clean power.
- Network Infrastructure – Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

MOBILE SYSTEM INSTALLATION – Buyer is responsible for providing the Vehicle Make, Vehicle Model, and Lightbar Model at time of order. As mobile brackets are fit for vehicles, changes to this information may result in an additional charge. Unless otherwise specified in the Sales Contract, Mobile Installations take place at the Winter Springs, Florida office.

SERVER INSTALLATION – Buyer is responsible for server hardware and software as described in server requirements documentation, unless explicitly stated in Sales Contract. Software purchased from the Seller will be installed and configured remotely by the Seller.

SYSTEM COMMISSIONING – If specified in Sales Contract, Seller will provide Commissioning Services to include the aiming of cameras as required. Buyer will provide any and all specialized equipment/services (bucket trucks, traffic control, etc.) required to safely perform Commissioning Services.

REMEDIES AND LIMITATIONS OF LIABILITY – In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller’s option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be returned to Seller, transportation prepaid, in accordance with Seller’s instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller’s obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller’s liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of ability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller’s reasonable control, whether similar or dissimilar to the foregoing.

ASSIGNMENT AND DELEGATION – No right or interest in this sales contract shall be assigned by Buyer without Seller’s prior written consent, and no delegation of any obligation owed, or the performance of any obligation by Buyer shall be made without Seller’s prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller’s obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

SEVERABILITY – If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

GOVERNING LAW AND LIMITATIONS – The formation and performance of the Sales Contract shall be governed by the laws of the State of Florida. Whenever a term defined by the Uniform Commercial Code as adopted in Florida is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has occurred.

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: FL - Holly Hill PD	Contact Name: Jeffrey Miller
Address: 1065 Ridgewood Ave Daytona Beach, Florida 32117	Phone: (386) 248-9488 E-Mail: jmill@hollyhillfl.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12.00 Renewal Term: 12 Months	Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera (Lease Payments)	\$2,500.00	6.00	\$15,000.00
Professional Services - Falcon, Standard Implementation	\$150.00	6.00	\$900.00

(Includes one-time fees)

Year 1 Total: \$15,900.00
Recurring Total: \$15,000.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment: FL - Holly Hill PD - Law Enforcement Agreement_FINAL 04-20-2022 (2022-R-27 : License Plate Readers (LPR) Lease Agreement)

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "**Support Services**" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "**Unit(s)**" shall mean the Flock Hardware, including leased cameras, together with the Embedded Software.

1.15 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Agency's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available and Agency requests to utilize 120V AC power instead of solar, Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the

Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") upon written notice of renewal prior to the end of the then-current term.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement may be automatically renewed for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") upon written notice of renewal prior to the end of the then-current term.

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time removal fee of \$500 per Flock Hardware. Should Agency wish to terminate prior to Hardware installation, Agency will not be subject to the removal fee. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the fees for any Wing product due and owing on the effective date of termination of that Order Form. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware, or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace each Unit up to one (1) time at no additional cost. Subsequent relocation, lost, stolen, vandalized or damaged Units are subject to replacement at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.5 OR IF NO STATE IS MENTIONED IN SECTION 10.5, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of

Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Attachment: FL - Holly Hill PD - Law Enforcement Agreement_FINAL 04-20-2022 (2022-R-27 : License Plate Readers (LPR) Lease Agreement)

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	FROM: Police Department
Subject - Lease of 6 License Plate Readers REQUISITION #: _____	
Requested Supplier – Company: Flock Group Inc. Address: _____ 1170 Howell Mill Road NW Unit 210	City, State, Zip: <u>Atlanta, GA</u> Phone: <u>866-901-1781</u> Estimated Cost: \$ See Attached Breakdown
Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.	
Sole Source Justification: Mark those that apply. ☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked). ☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked). ☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum). ☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application). ☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request). ☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum. (See Comments)	
Division Head Signature: _____	Date: _____
Department Head Signature: _____	Date: <u>4-20-2022</u>
Comments: See attached letter.	
Finance Approval: _____	Date: _____
City Manager Approval (if required): _____	Date: <u>4-20-2022</u>

Attachment: Sole Source Justification Form (2022-R-27 : License Plate Readers (LPR) Lease Agreement)



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

**City Commission
Ordinance**

MEETING DATE: April 26, 2022
FROM: Valerie Manning
SUBJECT: **SECOND READING - an Ordinance by the City of Holly Hill, Florida, Amending the City of Holly Hill Code of Ordinances to Amend Chapter 14, Buildings and Building Regulations, Article III Construction Standards to Repeal Unnecessary Provisions; to Amend the Land Development Regulations, Chapter 94, Article II Flood Hazard Mitigation to Provide Criteria for Accessory Structures in Flood Hazard Areas; and Update Language; Providing for Applicability and Severability; and Providing for an Effective Date.**
NUMBER: 2022-O-3050
APPLICANT:
PLANNER:

DISCUSSION:

Staff is seeking an Ordinance to enact changes to Chapters 94 and 14 of the City's Land Development Regulations. Chapter 94 is titled, "Floods" and deals with regulations and processes concerning floodplain management in our City. Chapter 14 is titled, "Buildings and Building Regulations" and deals with regulations and processes concerning construction in the City. The changes are all related to recent updates from FEMA that affect floodplain regulations in the City's Land Development Regulations.

The strength of our floodplain management program is closely tied to the City's Community Rating System (CRS) score. The Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Over 1,500 communities participate nationwide.

In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the goals of the program. Flood insurance premium rates in CRS communities are discounted in increments of 5%.

Recently, FEMA has made updates that it encourages all communities to adopt into their floodplain management policies. While the updates are voluntary, not adopting the updates will result in the community receiving an increase in its CRS score. The higher the score, the smaller the insurance discount.

The City has worked with staff from the State Floodplain Management Office in updating our floodplain management policies and processes, in order to comply with FEMA updates.

Chapter 14 has been updated to remove language that currently exist in the Florida Building Code which the City already follows and has adopted into its regulations by reference.

Chapter 94 has been amended to provide criteria for accessory structures in flood hazard areas; to add definitions, to specify elevation of manufactured homes in flood hazard areas; and update language so as to be compatible with FEMA updates.

STAFF

RECOMMENDATION:

Staff recommends adoption of an ordinance by the City of Holly Hill, Florida, amending the Land Development Regulations by amending Article III Construction Standards of Chapter 14, titled Buildings and Building Regulations, to repeal unnecessary provisions, and Article II Flood Hazard Mitigation of Chapter 94, titled, Floods, to provide criteria for accessory structures in flood hazard areas; to add definitions, to specify elevation of manufactured homes in flood hazard areas; and update language, providing for applicability and severability; and providing for an effective date.

ATTACHMENTS:

- Chapter 14 with Proposed Changes (PDF)
- Chapter 94 with Proposed Changes (PDF)

HISTORY:

04/12/22

City Commission

APPROVED AT 1ST READING

Next: 04/26/22

Mayor Via opened public participation. No one spoke.

Ordinance No. 2022-3050

SECOND READING - AN ORDINANCE BY THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL CODE OF ORDINANCES TO AMEND CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III CONSTRUCTION STANDARDS TO REPEAL UNNECESSARY PROVISIONS; TO AMEND THE LAND DEVELOPMENT REGULATIONS, CHAPTER 94, ARTICLE II FLOOD HAZARD MITIGATION TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; AND UPDATE LANGUAGE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE BY THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL CODE OF ORDINANCES TO AMEND CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III CONSTRUCTION STANDARDS TO REPEAL UNNECESSARY PROVISIONS; TO AMEND THE LAND DEVELOPMENT REGULATIONS, CHAPTER 94, ARTICLE II FLOOD HAZARD MITIGATION TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; AND UPDATE LANGUAGE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 - Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Commission determined it appropriate to repeal administrative amendments to the Florida Building Code in 2013 because those same provisions are now incorporated into Chapter 1 of the Florida Building Code; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and the City Commission has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet flood proofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the City of Holly Hill participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that

exceed the minimum program requirements, achieving a CRS rating of Class 8; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better and to satisfy the prerequisite and for the Town of Yankeetown to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Commission determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Holly Hill that Chapter 14 and Chapter 94 are amended as set forth in the following amendments, as shown in ~~striketrough~~ and underline format. No other portions of Chapters 14 and 94 are affected and remain unchanged.

SECTION 1. AMENDMENTS TO CHAPTER 14.

Sec. 14-127. Amendments.

The following administrative amendments to the Florida Building Code, Building are adopted by the city.

Sec. 104.10.1, Florida Building Code, Building

Add a new Sec. 104.10.1 as follows:

104.10.1 Modifications of the strict application of the requirements of the Florida Building Code. The Building Official shall coordinate with the Floodplain Administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

Sec. 107.6.1, Florida Building Code, Building

Add a new Sec. 107.6.1 as follows:

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

Sec. 117, Florida Building Code, Building

Add a new Section 117 as follows:***117 Variances in Flood Hazard Areas***

~~117.1 Flood hazard areas. Pursuant to section 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.~~

~~(Ord. No. 2927, § 3, 1-22-13)~~

SECTION 2. AMENDMENTS TO CHAPTER 94.**Sec. 94-32. Applicability.**

- (c) *Basis for establishing flood hazard areas.* The flood insurance study for Volusia County, Florida and Incorporated Areas dated ~~February 19, 2014~~ **September 29, 2017**, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Holly Hill City Hall, 1065 Ridgewood Avenue.

Sec. 94-37. Variances and appeals.

- (d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~12~~ **11** Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Sec. 94-40. Definitions.

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

~~**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities,~~

~~the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 7, 1973.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter **12 11** Historic Buildings.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.~~ As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~is the~~ may be established by a qualified independent appraiser, actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) established by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 7, 1973.~~

Sec. 94-44. Manufactured homes.

- (d) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (1) or (2) below, as applicable.~~

~~(1) *General elevation requirement.* Unless subject to the requirements of subsection (2), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).~~

~~(2) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection (1), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated~~

~~such that either the:~~

- ~~a. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~
- ~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

Sec. 94-48. - Accessory structures.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

- (1) Are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.**
- (2) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.**
- (3) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.**
- (4) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.**

Secs ~~94-49, 94-48~~ 94-70. Reserved.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Holly Hill, Volusia County, Florida. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Holly Hill Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the

validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

That this Ordinance shall become effective immediately upon its adoption after second and final reading.

APPROVED AND AUTHENTICATED on this 26th day of APRIL, 2022 for second and final reading.

PART II - CODE OF ORDINANCES
Chapter 14 BUILDINGS AND BUILDING REGULATIONS

Chapter 14 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE I. IN GENERAL

Sec. 14-1. Removal of construction debris.

Any contractor, subcontractor or any other person engaged in the construction of any building within the city shall immediately remove after the construction of such building is completed, all debris, dirt, refuse or any other litter used or resulting from the construction of any such building, and the same shall not be allowed to remain on any portion of such property; nor shall any building material, debris, dirt, refuse or any other litter resulting from construction of any building be placed in the street or parkage between such property and such streets.

(Code 1984, § 7-4)

Sec. 14-2. Demolition permits for historical structures.

- (a) The chief building official shall confirm through warranty deed, property appraiser's records and visual inspection if a structure is 50 years old or older. Upon confirmation of the age of the structure the chief building official will notify the Holly Hill Historic Preservation Society at which time the Holly Hill Historic Preservation Society will have five business days to complete its inspection and determine if the structure is of historical significance. The city will not issue the approved demolition permit until the expiration up to the five business days, unless the Holly Hill Historic Preservation Society has conducted all the inspections it desires and so notifies the city prior to the expiration up to the five business days' time period. The chief building official shall have the right to approve the issuance of the demolition permit without the inspection in event the city determines that the structure is in such a condition as to constitute a threat to the public health, welfare and safety. The property owner shall not be obligated to secure the property or to take any other steps to reduce or eliminate the danger to the public as a condition of the approval of the demolition permit so as to allow the Holly Hill Historic Preservation Society to enter and inspect the property.
- (b) The members of the Holly Hill Historic Preservation Society may enter upon and photograph the structure during the five business day time period provided there is joint written approval from both the Holly Hill Historic Preservation Society and the property owner, prior to entering said property.
- (c) The members of the Holly Hill Historic Preservation Society shall only remove items from the structure with the advance, written approval of the property owner.

(Ord. No. 2795, § 1, 3-27-07; Ord. No. 2802, § 1, 6-26-07; Ord. No. 2954, § 1, 8-12-14)

¹Cross reference(s)—Code enforcement, § 2-116 et seq.; alarm systems, § 22-26 et seq.; fire prevention and protection, ch. 34; hazardous buildings, § 34-48; fire prevention codes, § 34-71 et seq.; landscaping and buffering, ch. 98; signs, ch. 110; zoning, ch. 114.

State law reference(s)—Construction standards, F.S. ch. 553.

Sec. 14-3 Damaged structures.

Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or vacant and inhabited or occupied structures.

(Ord. No. 3019, § 2, 8-27-19)

Sec. 14-4 Temporary storm protection of structures.

Openings on residential structures, such as doors, windows or other apertures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Unoccupied residential structures using Florida Product Approved storm shutters may keep them attached for the entire hurricane season. After the official hurricane season is over, shutters must be removed or opened. Commercial structures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed.

(Ord. No. 3019, § 2, 8-27-19)

Secs. 14-5—14-25. Reserved.**ARTICLE II. ADMINISTRATION²*****DIVISION 1. GENERALLY*****Sec. 14-26. Issuance of permits; authority of inspectors.**

- (a) Permits shall be issued for all building, plumbing and electrical work in the city by the code administration division. The inspectors have the authority to enter any building or premises within his jurisdiction for the purpose of making related inspections.
- (b) A code administrator shall be responsible for the overall coordination of the inspectors to see that the proper rules and regulations will be complied with. All applications for permits submitted to the city shall be screened to see that they meet all applicable requirements before a permit is issued.
- (c) The code administrator shall issue certificates of occupancy to permit the use of any building or premises or part thereof, created, erected, changed, converted or enlarged wholly or partly in its use or structure and other related duties as may be required by the city manager.

²Cross reference(s)—Administration, ch. 2.

(Code 1984, § 7-1)

Secs. 14-27—14-40. Reserved.

DIVISION 2. PERMIT TO MOVE BUILDINGS

Sec. 14-41. Required, application.

- (a) No building or structure designed for occupancy shall be moved onto a building lot within the city limits, unless a moving permit is first obtained from the city commission.
- (b) An application for such permit shall be made upon a form furnished for this purpose by the code administrator. Such application shall be filed with the code administrator not later than 30 days prior to the meeting of the city commission at which the application is to be considered.

(Code 1984, § 7-3(a), (b))

Sec. 14-42. Public hearing—Required, notice.

The city commission shall hold a public hearing with respect to each application for a permit under this division. Notice of such public hearing shall be posted in two public places in the city, and published at least once in a newspaper of general circulation in the area; such posting and such publication shall be made at least 15 days prior to the public hearing.

(Code 1984, § 7-3(c))

Sec. 14-43. Same—Procedure.

At the public hearing under this division the applicant shall:

- (1) Present evidence to establish that the proposed use of the property is consistent with the current zoning and land use plan.
- (2) Submit such plans and specifications as are necessary for improvement of the building or structure to meet current building, plumbing and electrical code requirements.
- (3) Present evidence that the lot upon which the structure is to be moved is of a conforming size, and that the proposed building shall meet all current dimensional and setback requirements.
- (4) Present evidence that the structure to be moved, after improvements, shall be aesthetically compatible with surrounding structures.
- (5) Present a certificate of a licensed exterminator certifying that there is no active rodent or pest infestation in the structures proposed to be moved.

(Code 1984, § 7-3(d))

Sec. 14-44. Conditions for issuance.

- (a) If the discussion at the public hearing under this division results in no valid objection to the request, the city commission shall cause a permit to be issued to the applicant upon the applicant complying with the following requirements:
- (1) The payment of a permit fee as established by resolution of the city commission for each moving job.
 - (2) Posting of a surety bond with the city in the sum of \$5,000.00.
 - (3) Delivering to the city manager a policy of liability insurance in the amount of \$100,000.00, naming the city as an additional insured, in order to save the city harmless from any damages caused by such moving.
- (b) The surety bond required in subsection (a)(2) of this section shall guarantee that the improvements necessary to meet code requirements shall be started within seven days of the date the building or structure is moved into the city and shall further guarantee the completion within six months of the date of issuance of the permit, of all improvements necessary to conform to current plumbing, building and electrical code requirements.

(Code 1984, § 7-3(e))

Sec. 14-45. Refund of bond.

Upon completion of the improvements set forth in section 14-44 and the submission of a recertification that the structure is free from pest infestation, the code administrator shall cause a certificate of occupancy to be issued and the city shall refund or return the bond provided for in section 14-44. If the improvements are not completed within six months, or within such an extension of time as may be granted from the city commission, upon the showing of a hardship, then the certificate of occupancy shall not be issued and the bond shall be forfeited and used by the city for the removal or improvement of the structure so relocated.

(Code 1984, § 7-3(f))

Sec. 14-46. Notice to appraiser.

Upon issuance of the certificate of occupancy, as provided in section 82-136 the code administrator shall notify, in writing, the county property appraiser of the relocated building or structure.

(Code 1984, § 7-3(g))

Secs. 14-47—14-65. Reserved.***DIVISION 3. CONTRACTOR CERTIFICATION*****Sec. 14-66. Required.**

- (a) No person shall engage in business or work as a contractor, as defined in F.S. § 489.105 unless he has been certified as a contractor by:
- (1) The state department of professional regulation; or

- (2) A county or municipality in this state on the basis of an examination.

This section shall not apply to owners of property building or improving farm outbuildings or one-family or two-family residences on such property for the occupancy or use of such owners and not offered for sale, or building or improving commercial buildings at a cost of under \$25,000.00 on such property for the occupancy or use of such owners and not offered for sale or lease. Proof of the sale or lease, or offering for sale or lease, of more than one such structure by the owner-builder within one year after completion of same is presumptive evidence that the construction was undertaken for purposes of sale or lease.

- (b) No person shall engage in business or work as an electrical contractor, as defined in F.S. § 489.505, unless he has been licensed as a certified electrical contractor or master electrician by:

- (1) The state department of professional regulation; or
(2) A county or municipality in this state on the basis of an examination.

This subsection shall not apply to an owner of property making application for permit, supervising, and doing the work in connection with the construction, maintenance, repair, and alteration of and addition to a single-family or duplex residence for his own use and occupancy and not intended for sale.

(Code 1984, § 7-6)

Secs. 14-67—14-85. Reserved.

DIVISION 4. APPEALS

Sec. 14-86. Construction appeals board.

The construction appeals board referenced in this section, and the codes adopted by reference in this chapter shall be the board of planning and appeals created in section 82-71 et seq.

(Code 1984, § 7-7(a))

Cross reference(s)—Boards, commissions, committees, § 2-71 et seq.

Sec. 14-87. Appeal procedure.

- (a) Whenever the code administration division shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in the erection or alteration of a building or structure, or when it is claimed that the provisions of this chapter do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this chapter or any of the regulations under this chapter have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the code administration division to the construction appeals board. Notice of appeal shall be in writing and filed within 90 days after the decision is rendered by the code administration division. A fee as established by resolution of the city commission shall accompany such notice of appeal.
- (b) In case of a building or structure which, in the opinion of the code administration division, is unsafe or dangerous, the code administration division may, in its order, limit the time for such appeal to a shorter period. Appeals hereunder shall be on forms provided by the code administration division.
- (c) The construction appeals board, when so appealed to, and after a hearing, may vary the application of any provision of this chapter to any particular case when, in its opinion, the enforcement thereof would do

manifest injustice, and would be contrary to the spirit and purpose of this chapter or the public interest, or when, in its opinion the interpretation of the code administration division should be modified or reversed.

- (d) A decision of the construction appeals board to vary the application of any provision of this chapter or to modify an order of the code administration division shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefor.
- (e) Every decision of the construction appeals board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the code administration division, and shall be open to public inspection; a certified copy shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the code administration division for two weeks after filing.
- (f) The construction appeals board shall, in every case, reach a decision without unreasonable or unnecessary delay.
- (g) If a decision of the construction appeals board reverses or modifies a refusal, order, or disallowance of the construction appeals board, or varies the application of any provision of this chapter, the code administration division shall immediately take action in accordance with such decision.

(Code 1984, § 7-8)

Secs. 14-88—14-105. Reserved.

DIVISION 5. FEES

Sec. 14-106. Permit fees.

The city commission shall adopt the permit fee schedule which schedule of fees shall be adopted by resolution and all applicants shall comply with the obligations and procedures established in section 82-272.

(Ord. No. 2883, § 1, 10-26-10)

Sec. 14-107. Plan review fee.

There is hereby established a plan review fee to be charged for the review of building construction plans submitted to the city for the issuance of a building permit. The city commission shall establish the amount of the plan review fee by resolution and all applicants shall comply with the obligations and procedures established in section 82-272.

(Ord. No. 2591, § 1, 9-26-00; Ord. No. 2883, § 2, 10-26-10)

Secs. 14-108—14-125. Reserved.

ARTICLE III. CONSTRUCTION STANDARDS

Sec. 14-126. Unified Construction Code adopted.

- (a) The city commission hereby adopts the Florida Building Code, Florida Fire Prevention Code and the Florida National Electric Code (NEC), including all future amendments.
- (b) It shall be unlawful for any person to violate the codes adopted in subsection (a) of this section.

(Code 1984, §§ 7-21, 7-111, 7-151, 7-171, 7-191; Ord. No. 2400, § 1, 6-13-95; Ord. No. 2520, § 2, 7-28-98; Memo. of 12-18-12; Ord. No. 3001, § 1, 3-13-18)

State law reference(s)—Minimum building codes, F.S. § 553.73.

Editor's note(s)—At the instruction of the city, § 14-126(a) has been amended to reflect the model codes which the city has chosen to use within the Unified Development Code.

Sec. 14-127. Amendments.

~~The following administrative amendments to the Florida Building Code, Building are adopted by the city.~~

~~Sec. 104.10.1, Florida Building Code, Building~~

~~Add a new Sec. 104.10.1 as follows:~~

~~104.10.1 Modifications of the strict application of the requirements of the Florida Building Code. The Building Official shall coordinate with the Floodplain Administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.~~

~~Sec. 107.6.1, Florida Building Code, Building~~

~~Add a new Sec. 107.6.1 as follows:~~

~~107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.~~

~~Sec. 117, Florida Building Code, Building~~

~~Add a new Section 117 as follows:~~

~~117—Variances in Flood Hazard Areas~~

~~117.1 Flood hazard areas. Pursuant to section 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.~~

~~(Ord. No. 2927, § 3, 1-22-13)~~

Secs. 14-128—14-155. Reserved.

PART II - CODE OF ORDINANCES
Chapter 14 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE IV. ELECTRIC

ARTICLE IV. ELECTRIC

DIVISION 1. GENERALLY

Sec. 14-156. Enforcement.

This article shall be enforced by the code administration division. As used in this article the terms "electrical inspector" or "city electrical inspector" shall mean the person within the code administration division designated to enforce the provisions of this article.

(Code 1984, § 7-36)

Sec. 14-157. Administrative duties and powers of city electrical inspector.

It shall be the duty of the electrical inspector to inspect all electrical wiring, apparatus or equipment for light, heat, power or electric advertising within the limits of the city and to enforce the laws, rules and regulations relating to the same, and to exercise a reasonable supervision over all electrical construction done under the provisions of this article.

(Code 1984, § 7-37)

Sec. 14-158. Inspection and condemnation of unsafe wiring, etc.

- (a) The electrical inspector is hereby empowered to inspect or reinspect all wiring and apparatus conducting or using electrical current for light, heat, power or advertising, and when such conductors for using electric apparatus are found to be unsafe to life or property, he shall report unsafe uses in writing to the person owning, using or operating them to place same in safe and secure condition within 24 hours after receiving written notice or within such further time as such electrical inspector shall determine is necessary.
- (b) Whenever any wiring, apparatus or fixture conducting or using electric current for light, heat, power or advertising is found upon inspection by the electrical inspector, or a duly authorized assistant to be especially or immediately hazardous to life or property, the electrical inspector may immediately throw the switch or circuit breaker controlling the supply of current to such wiring, apparatus or fixture and shall post in a conspicuous place near such switch or circuit breaker a notice printed in red letters and reading substantially as follows:

NOTICE WIRING CONDEMNED

The use of electric current is prohibited through this wiring or equipment until proper repairs have been made and approved by the city electrical inspector.

Repairs must be made by a certified electrician and the electrical inspector must be notified when completed.

- (c) After such notice is posted as provided in this section, no person shall close the switch or circuit breaker which has been opened by the electrical inspector nor use or attempt to use any current through such wiring, apparatus, or fixtures, which have been condemned until necessary repairs have been made, and

have been approved by the electrical inspector. The electrical inspector shall also notify the electric company or other persons furnishing current to such wiring, apparatus or fixture, to disconnect the supply wires and cut off the current from premises where such wiring, apparatus or fixture is located and such supply wires shall be disconnected and the current cut off until necessary repairs are made, and approved by the electrical inspector.

(Code 1984, § 7-38)

Sec. 14-159. Electrical inspector's right of access.

Subject to constitutional limitations, the electrical inspector, or his duly authorized assistant, shall have the right during reasonable hours to enter any building or premises in the discharge of his, or their, official duties or for the purpose of making any inspection or test of the electrical wiring, apparatus or fixtures contained therein.

(Code 1984, § 7-39)

Sec. 14-160. Exemptions.

The provisions of this article shall not apply to the replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed.

(Code 1984, § 7-40)

Secs. 14-161—14-175. Reserved.

DIVISION 2. PERMITS AND INSPECTIONS

Sec. 14-176. Permit required.

- (a) No person shall do any electrical construction of any character, install any electrical wiring, apparatus, or equipment or make any extensions or changes to existing systems of wiring for light, heat, power or advertising within the limits of the city, excepting the repairing of damaged or broken fixtures, apparatus or equipment and the ordinary work necessary for the proper maintenance of same without a permit issued by the electrical inspector.
- (b) No such permit shall be required for the following:
 - (1) The replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed;
 - (2) Work done by utilities regulated by the state public service commission.

(Code 1984, § 7-51)

Sec. 14-177. Plans and specifications to be submitted to city.

- (a) The electrical wiring and installation of electrical apparatus or equipment for light, heat, power or advertising, within or attached to all buildings or structures, both public and private shall be done in accordance with plans and specifications submitted to and approved by the code administrator or the electrical inspector. Drawings and complete descriptions of proposed work shall be furnished and filed by the

owner or contractor in charge of the work in the building department. Plans must be legibly drawn or printed to a definite scale and may include all or part of the system depending upon the complexity of the system as determined by the electrical inspector or any electrical engineer. Alterations for existing work must be shown by separate indications for the old and the new work, and as much of the old work must be shown as may be necessary to show that the rules and regulations are being complied with. Plans must be approved or rejected within a reasonable time after the time of filing and work shall not commence or proceed until such plans have been so filed and a permit to do the work authorized has been issued by the electrical inspector. All work done shall comply with such plans and specifications as approved unless the electrical inspector shall otherwise approve in writing.

- (b) All electrical services connected to power company supply sources with capacity in excess of 25 kva 120/240-volt, single-phase, or 45 kva 120/208, 240-volt, three-phase, shall be designed and laid out by a registered electrical engineer. Requirements for engineer may be waived by electrical inspector for single-family dwellings only.

(Code 1984, § 7-52)

Sec. 14-178. Fees.

Permits to do electrical work under this article shall not be issued until after inspection fees as established by resolution of the city commission shall have been paid to the office of the electrical inspector. All such fees shall be paid to the general fund of the city.

Sec. 14-179. Inspection and approval of work—Generally.

- (a) It shall be unlawful for any person to use any electrical current in or through any wiring, apparatus or fixtures for light, heat, power or advertising in or on any building or structure within the limits of the city until the same shall have been inspected and approved by the electrical inspector. A neon sign may be inspected and approved by the electrical inspector before the sign is erected, or in case of an emergency, the sign may be inspected after erection provided safe and adequate means are provided for the electrical inspector inspecting the sign.
- (b) It shall be unlawful for any person to use and supply electric current for light, heat, power or advertising or to connect any distribution system with any installation of wiring, apparatus or fixtures within the limits of the city, until the same shall have been inspected and approved by the electrical inspector.
- (c) Upon making an inspection of any electrical wiring or equipment when same is found to have been installed in a satisfactory manner, and in accordance with the provisions of this article, the electrical inspector shall place a notice at the service switch or other suitable place, or make a notation on the building permit, stating that the electrical work has been inspected and found to be in accordance with the provisions of this article.
- (d) It shall be unlawful to lath, seal or in any manner conceal any electrical wiring or equipment until same has been inspected and the notice posted as herein required.
- (e) When the electrical work for which a permit has been obtained is ready for inspection, notice in writing, properly filled in upon blanks furnished at the office of the electrical inspector stating the location of the work, the name of the owner, the name of the electrician to whom the permit was issued, and the name of the electrician doing the work, shall be given to the electrical inspector at his office.
- (f) As soon as possible thereafter, the electrical inspector will inspect and test the work in any manner necessary to satisfy the electrical inspector that the work has been installed in a proper and workmanship-like manner, and in accordance with the provisions of this chapter, and with the plans and specifications previously submitted and approved.

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(Errata)

- (g) In large and/or complicated installations the work may be inspected and tested in sections at the option of the electrical inspector.
- (h) If, after the first visit to an installation (on a written notice to inspect same), it is necessary to return to reinspect any work whether from a defect or the work not being ready, the electrical inspector will be required to return only on another written notice and an additional fee. If corrections or defects are not made within ten days after notification, no permits for any new electrical work will be issued to the delinquent contractor.
- (i) After the entire completion of the work, a notice of completion shall be given, pending the electrical inspector's final inspection, and if the electrical inspector finds the work has been satisfactorily done, the electrical inspector, upon receipt of notification from building and plumbing inspectors that their portions of the building are so completed, shall notify the power company. This certification of completion does not relieve the electrician of his responsibility for any defective work which may have escaped the notice of the electrical inspector.
- (j) The electrical inspector shall issue a certificate of approval after the work has been completed and accepted. Same shall be issued within a period of 48 hours (not including Saturday, Sunday or holidays), after the electrical inspector shall receive the inspection notice, if feasible.

(Code 1984, § 7-54)

Sec. 14-180. Same—Special permission for temporary wiring, etc.

- (a) Notwithstanding other provisions in this part, the electrical inspector may give special permission to connect and furnish electric current to any wiring, apparatus or fixtures for a period of time not exceeding 30 days if, in his opinion, such wiring, apparatus or fixtures are in such condition that current may be safely connected therewith, and there exists an urgent necessity for such use.
- (b) The city electrical inspector may issue special permits for the installation and use of temporary wiring and/or equipment as permitted by section 14-198; provided, that the use of such temporary wiring and/or equipment shall be limited to a period of not more than 30 days after day of permit. If reasonable necessity is established for an extension of time in the use of such temporary wiring and/or equipment the permit for its use may be extended by the city electrical inspector for an additional period of 30 days from its original date of expiration but permission for the use of such temporary installation shall in no case be extended for a greater period of time than 90 days after date of issue of the original permits.

(Code 1984, § 7-55)

Sec. 14-181. Undergrounding of electric facilities.

Any electrical work being done on the area described below in excess of \$1,000.00 including labor and material shall be required to change their existing electrical service from overhead electric to underground electric, if it has not already been done. Affected areas are as follows: from Mason Avenue to 3rd Street upon Riverside Drive as well as properties upon 3rd Street to Ridgewood Avenue and all properties along Ridgewood Avenue from the city limits north to the city limits south.

(Ord. No. 2940, § 1, 7-9-13)

Secs. 14-182—14-195. Reserved.

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DIVISION 3. TECHNICAL STANDARDS

DIVISION 3. TECHNICAL STANDARDS³

Sec. 14-196. National Electrical Code.

- (a) There is adopted by reference in section 14-126 as if set out at length herein that publication known as the National Electrical Code, except where amended or superseded by ordinance.
- (b) It shall be unlawful for any person to violate the publication referenced in subsection (a) of this section.
- (c) Upon a conflict between the publication referenced in subsection (a) of this section and any of the other provisions of this chapter, such provisions of this chapter shall be controlling.

(Code 1984, § 7-68; Ord. No. 2400, § 1, 6-13-95)

Sec. 14-197. Compliance with code.

All electrical construction and all material and appliances used in connection with the installation, maintenance and operation of electrical wiring, apparatus or equipment for light, heat, power or advertising within the limits of the city shall conform to such rules and regulations as may be embodied in this article, and shall conform with approved methods of construction for safety to life or property. The regulations as laid down in the prevailing National Electrical Code, as adopted in section 14-126, shall be prima facie evidence of such approved methods.

(Code 1984, § 7-66)

Sec. 14-198. Temporary connections.

The electrical inspector may permit temporary connecting of any system of wiring, either during the course of construction or for temporary light, heat, power or advertising, providing that no temporary connection shall be for a period of time over 30 days or such time as shall be specified in writing by the electrical inspector. Construction power shall be a minimum of 60 amps., 220 volts and shall provide 1—50 amp., three wire 220 volt single phase receptacle and 1—15 amp. 110-volt three-wire receptacle. These receptacles shall have separate and proper overload protection.

(Code 1984, § 7-74)

Secs. 14-199—14-215. Reserved.

ARTICLE V. HOUSING CODE

³State law reference(s)—Electrical code, F.S. § 553.15 et seq.

Sec. 14-216. Adoption.

- (a) There is hereby adopted by reference as if set out at length herein those publications known as the Standard Housing Code, 1991 Edition, including all appendices thereto except where amended or superseded by ordinance.
- (b) It shall be unlawful for any person to violate any of the provisions of the publications adopted in subsection (a) of this section.
- (c) Upon a conflict between the publications adopted by reference in subsection (a) of this section and any of the other provisions of this chapter, such other provisions shall be controlling.

(Code 1984, § 7-131)

Secs. 14-217—14-230. Reserved.***ARTICLE VI. INTERNATIONAL PROPERTY MAINTENANCE CODE⁴*****Sec. 14-231. Adoption.**

The city hereby adopts and incorporates into the Code of Ordinances the most current edition of the International Property Maintenance Code (IPMC), including all future amendments and updates, except where superseded by ordinance. A copy of said maintenance code shall be kept on file in the community development office.

(Ord. No. 2527, § 1, 9-25-98; Ord. No. 2928, § 1, 1-22-13; Ord. No. 3019, § 3, 8-27-19)

⁴Editor's note(s)—Ord. No. 2527, § 1, adopted Aug. 25, 1998, did not specifically amend the Code; hence inclusion as a new art. VI was at the editor's discretion.

Chapter 94 FLOODS

ARTICLE I. IN GENERAL

Secs. 94-1—94-30. Reserved.

ARTICLE II. FLOODPLAIN MANAGEMENT

DIVISION 1. ADMINISTRATION

Sec. 94-31. General.

- (a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of the City of Holly Hill, Florida, hereinafter referred to as "this article."
- (b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (c) *Intent.* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- (d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

- (e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.
- (f) *Disclaimer of liability.* This article shall not create liability on the part of the City of Holly Hill or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.
- (Ord. No. 2927, § 2(§ 101), 1-22-13)

Sec. 94-32. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Holly Hill, as established in subsection (c) below.
- (c) *Basis for establishing flood hazard areas.* The flood insurance study for Volusia County, Florida and Incorporated Areas dated **September 29, 2017 February 19, 2014**, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Holly Hill City Hall, 1065 Ridgewood Avenue.
- (1) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 94-35 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
- Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 - Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (d) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- (e) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations,

zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

- (f) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
- (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2927, § 2(§ 102), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

Sec. 94-33. Duties and powers of the floodplain administrator.

- (a) *Designation.* The development code administrator is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to 94-37.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 94-37 of this article.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 94-36 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) above;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood

- elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete; and
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Holly Hill are modified.
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Holly Hill City Hall.
- (Ord. No. 2927, § 2(§ 103), 1-22-13)

Sec. 94-34. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
 - (1) Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - a. Railroads and ancillary facilities associated with the railroad.

- b. Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - c. Temporary buildings or sheds used exclusively for construction purposes.
 - d. Mobile or modular structures used as temporary offices.
 - e. Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - h. Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - i. Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (c) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 94-35.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
- (d) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (e) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

- (f) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (g) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - (1) The St. Johns River Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.
 - (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
 - (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (5) Federal permits and approvals.

(Ord. No. 2927, § 2(§ 104), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

Sec. 94-35. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - (2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection (b)(2) or (3).
 - (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1).
 - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
 - (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required

to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

- (b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 - (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) below and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) below.
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.
- (Ord. No. 2927, § 2(§ 105), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

Sec. 94-36. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (1) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (2) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- a. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 94-35(b)(3)b., the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
 - b. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (a)(2).
 - c. Manufactured homes. The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon

placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

(Ord. No. 2927, § 2(§ 106), 1-22-13)

Sec. 94-37. Variances and appeals.

- (a) *General.* The city commission shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the city commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.
- (b) *Appeals.* The city commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of city commission may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- (c) *Limitations on authority to grant variances.* The city commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (f) below, the conditions of issuance set forth in subsection (g) below, and the comments and recommendations of the floodplain administrator and the building official. The city commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
 - (1) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 94-35(c).
- (d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter **12-14** Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (e) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of subsection (c)(1), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (f) *Considerations for issuance of variances.* In reviewing requests for variances, the city commission shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 - (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

- (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (g) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (2) Determination by the city commission that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and

stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2927, § 2(§ 107), 1-22-13)

Sec. 94-38. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law

(Ord. No. 2927, § 2(§ 108), 1-22-13)

DIVISION 2. DEFINITIONS

Sec. 94-39. General.

- (a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.
- (b) *Terms defined in the Florida Building Code.* Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2927, § 2(§ 201), 1-22-13)

Sec. 94-40. Definitions.

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 7, 1973. [Also defined in FBC, B, Section 1612.2.]

~~Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 7, 1973.~~

~~Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter **12-44** Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the nonelevation requirements of the Florida Building Code or ASCE 24 [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.~~ As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~is the~~ may be established by a qualified independent appraiser, actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) established by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 7, 1973 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 7, 1973.~~

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle. A vehicle, including a park trailer: [See F.S. § 320.01]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or

exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 2927, § 2(§ 202), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

DIVISION 3. FLOOD RESISTANT DEVELOPMENT

Sec. 94-41. Buildings and structures.

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to subsection 94-34(b)(1), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 94-47.

(Ord. No. 2927, § 2(§ 301), 1-22-13)

Sec. 94-42. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 94-35(b)(1); and
 - (3) Compliance with the site improvement and utilities requirements of section 94-43.

(Ord. No. 2927, § 2(§ 302), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

Sec. 94-43. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones All and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 94-35(c)(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 2927, § 2(§ 303), 1-22-13)

Sec. 94-44. Manufactured homes.

- (a) *General.* all manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufacture[d] homes shall comply with the more restrictive of the applicable requirements.
- (b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article.
- (c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) *Elevation.* **All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A). Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (1) or (2) below, as applicable.**
 - (1) General elevation requirement.** Unless subject to the requirements of subsection (2), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).
 - (2) Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to subsection (1), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
 - a. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A);**
or
 - b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.**
- (e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas.

- (f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

(Ord. No. 2927, § 2(§ 304), 1-22-13; Ord. No. 2949, § 1(Att. A), 1-14-14)

Sec. 94-45. Recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
- (1) Be on the site for fewer than 180 consecutive days; or
 - (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection (a) for temporary placement shall meet the requirements of section 94-44 for manufactured homes.

(Ord. No. 2927, § 2(§ 305), 1-22-13)

Sec. 94-46. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection (c) shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2927, § 2(§ 306), 1-22-13)

Sec. 94-47. Other development.

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
- (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of subsection 94-43(d) if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 94-43(d).
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 94-43(d).
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 94-43(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 94-35(c)(3).

(Ord. No. 2927, § 2(§ 307), 1-22-13)

Sec. 94-48. – Accessory structures.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

- (1) Are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.**
- (2) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.**
- (3) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.**
- (4) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.**

Secs 94-49. 94-48-94-70. Reserved.

