CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MAY 14, 2024

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - April 23, 2024 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 5)

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 –2024-R-28 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc., Establishing Terms and Conditions of the Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution –2024-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Increase of the Not to Exceed Cost of Resolution 2023-R-54 to $150,000 for Manhole Rehabilitation and Approve the Proposal from Danus Utilities in the Amount of $105,726 for Repairs of Nine (9) Deteriorated Manholes and Twelve (12) Leaking Rings and Lids and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-30 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2024-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Emergency Sewer Cleaning and Repair for a Not to Exceed Amount of $79,000 Under Resolution 2024-R-18 and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2024-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Indian River Contract ITB 2023056 with Precision Contracting Services, Inc., and Authorizing the City Manager to Execute Any Agreements with Precision Contracting Services; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

1. Daytona Climbing Incentive Agreement and Amended Escrow

   (Requested by Joseph Forte, City Manager)

6. 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 –2024-O-3076 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance –2024-O-3077 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2 (Administration), Section 2-30 (Salary, Health and Life Insurance; Expenses) Increasing the Expense Allowance and Honorarium for the Mayor from $12,000 to 17% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes and for City Commissioners from $8,000 to 11.5% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

3. 782 S Yonge Street - Bintelli Golf Cart Special Exception

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

7. COMMUNICATIONS

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

8. 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

MEETING DATE: **May 14, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - April 23, 2024 Regular City Commission Meeting**
NUMBER: **(ID # 4499)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the April 23, 2024 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - April 23, 2024 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● APRIL 23, 2024

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 John Penny
Commissioner Penny led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Kimberly Dibble, Holly Hill; David Knopf, Holly Hill; Jordan Tyler Hobson, Holly Hill; Gabriel Varga, Daytona Beach; Jim Legary, Holly Hill; and George Clark, Daytona Beach.

3. APPROVAL OF MINUTES

1.

Minutes - April 9, 2024 - Regular City Commission Meeting and April 16, 2024 Special Called City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of April, 2024, in Holly Hill

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4. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone from the audience that wished to speak on any item on the Consent Agenda or if any member of the City Commission wished to pull an item for further discussion. There was no one.

1. -2024-R-21 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead & Hunt, Inc., to Provide Professional Services for the FY2024 Roadway Resurfacing Program Not to Exceed $90,947.95; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-21
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD & HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2024 ROADWAY RESURFACING PROGRAM NOT TO EXCEED $90,947.95; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2024 ROADWAY RESURFACING PROGRAM NOT TO EXCEED $90,947.95; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned for a City-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the FY2024 portion of the program; and

WHEREAS, the scope of services includes design, permitting, bidding services, construction administration, and inspection; and

WHEREAS, Mead and Hunt, Inc., have also established an allowance for a geotechnical sub-consultant effort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

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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 Mead and Hunt, Inc., to provide professional services for the FY2024 Roadway Resurfacing Program not to exceed $90,947.95.

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 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

2. -2024-R-22 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Concrete Construction Services 2222461-SCC, Awarding Sidewalk Repairs in an Amount Based on the Available Funding in Project 24-ST-05 to Sanderson Concrete Construction, Inc., Authorizing the City Manager or Designee to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-22
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONCRETE CONSTRUCTION SERVICES 2222461-SCC, AWARDING SIDEWALK REPAIRS IN AN AMOUNT BASED ON THE AVAILABLE FUNDING IN PROJECT 24-ST-05 TO SANDERSON CONCRETE CONSTRUCTION, INC., AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONCRETE CONSTRUCTION SERVICES 2222461-SCC, AWARDING SIDEWALK REPAIRS IN AN AMOUNT BASED ON THE AVAILABLE FUNDING IN PROJECT 24-ST-05 TO SANDERSON CONCRETE CONSTRUCTION, INC., AUTHORIZING THE

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CITY MANAGER OR DESIGNEE TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has completed a sidewalk damage inventory; and

WHEREAS, City staff now desires to piggyback under City of Daytona Beach Concrete Construction Services 2222461-SCC with Sanderson Concrete Construction, Inc., to begin sidewalk repairs within schools area as a top priority; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the City of Daytona Beach, is the most economically advantageous way to procure these goods and services; and

WHEREAS, a long term capital project to complete sidewalk repairs and replacements has been adopted by the City Commission under project 24-ST-05; and

WHEREAS, City staff now desires the City Commission to authorize the City Manager or designee to issue purchase orders for sidewalk installation based on the available funding in project 24-ST-05.

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Sanderson Concrete Construction, Inc.

SECTION 3. That the City Commission of the City of Holly Hill does hereby authorize the City Manager or designee to issue purchase orders with Sanderson Concrete Construction, Inc., to provide sidewalk repair and replacement services in an amount not to exceed the available budged funds under project 24-ST-05.

SECTION 4. 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.

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

3. -2024-R-23 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment Request in the Amount of $39,967 to Fully Fund the School Zone Improvements Project, Awarding the School Zone Improvements Project to Traffic Control Devices, LLC at a Cost of $137,286 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-23
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT REQUEST IN THE AMOUNT OF $39,967 TO FULLY FUND THE SCHOOL ZONE IMPROVEMENTS PROJECT, AWARDING THE SCHOOL ZONE IMPROVEMENTS PROJECT TO TRAFFIC CONTROL DEVICES, LLC AT A COST OF $137,286 AND AUTHORIZING 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 A BUDGET AMENDMENT REQUEST IN THE AMOUNT OF $39,967 TO FULLY FUND THE SCHOOL ZONE IMPROVEMENTS PROJECT, AWARDING THE SCHOOL ZONE IMPROVEMENTS PROJECT TO TRAFFIC CONTROL DEVICES, LLC AT A COST OF $137,286 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 28, 2022, the City Commission approved an application for Community Development Block Grant Funds for the fiscal year 2022/2023 projects: Park Improvements - Ross Point Paving and Street Improvements - School Zone Improvements; and

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WHEREAS, the Ross Point Paving Project became unfeasible due to additional requirements; and

WHEREAS, on February 6, 2024, the School Zone Improvements project was bid for a third time, with a proposal received from Traffic Control Devices, LLC in the amount of $137,286; and

WHEREAS, on April 2, 2024, the Volusia County Council approved the rolling of funds from the Ross Point Paving Project into the School Zone Improvements Project; and

WHEREAS, it was determined that the proposal received from Traffic Control Devices, LLC was competitive; and

WHEREAS, adequate funding is available in the annual paving program funds to cover the remaining $39,967 needed to fund the School Zone Improvements Project.

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

SECTION 1. That the City Commission approve a budget amendment request in the amount of $39,967 to fully fund the School Zone Improvements Project.

SECTION 2. That the City Commission award Traffic Control Devices, LLC the agreement to perform the School Zone Improvements Project in the amount of $137,286.

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 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

4. –2024-R-24 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Preparation of a Wastewater SAHFI Grant Application in an Amount Not to Exceed $45,000.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-24
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR PREPARATION OF A WASTEWATER SAHFI GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED $45,000.00; 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 EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR PREPARATION OF A WASTEWATER SAHFI GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED $45,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City applied for inclusion of a Florida sponsored grant program to fund wastewater treatment system resilience improvements under the Florida Supplemental Appropriations for Hurricane Fiona and Ian (SAHFI) funds; and

WHEREAS, the City's SAHFI request for inclusion was funded for up to $9.3 million dollars on February 14, 2024; and

WHEREAS, an application needs to be completed by a professional engineering firm on behalf of the City utility to the SAHFI grant program by August 12, 2024; and

WHEREAS, the City approved Professional Consultant Services Agreement for Engineering/CEI Services for wastewater plant improvement with resolution 2022-R-23 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill utility has a task order from Mead and Hunt, Inc. for $45,000.00 to complete the required application for the SAHFI grant.

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 execute the task order with Mead and Hunt, Inc., to provide application assistance for the SAHFI grant application in an amount not to exceed $45,000.00.

SECTION 2. The City Manager is hereby authorized to prepare and submit the SAHFI wastewater grant application.

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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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023 through September 30, 2024. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

5. –2024-R-25 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Preparation of a Water SAHFI Grant Application in an Amount Not to Exceed $55,500.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-25
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR PREPARATION OF A WATER SAHFI GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED $55,500.00; 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 EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR PREPARATION OF A WATER SAHFI GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED $55,500.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City applied for inclusion of a Florida sponsored grant program to fund water treatment system resilience improvements under the Florida Supplemental Appropriations for Hurricane Fiona and Ian (SAHFI) funds; and

WHEREAS, the City's SAHFI request for inclusion was funded for up to $11.25 million on February 14, 2024; and

WHEREAS, an application needs to be completed by a professional engineering firm on behalf of the City utility to the SAHFI grant program by August 12, 2024; and

WHEREAS, the City approved Professional Consultant Services Agreement for Engineering/CEI Services for water plant improvement with resolution 2024-R-20 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill Utility has a task order from Mead and Hunt, Inc. for $55,500.00 to complete the required application for the SAHFI grant.

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 execute the task order with Mead and Hunt, Inc., to provide application assistance for the SAHFI grant application in an amount not to exceed $55,500.00.

SECTION 2. The City Manager is hereby authorized to implant the budget amendment to fund the preparation and submission of the SAHFI water grant application.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023 through September 30, 2024. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

5. REGULAR AGENDA

1. –2024-R-26 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract to Mead and Hunt, Inc., for Water Utility Optimization and Resilience Improvement Engineering Services; Authorizing the City Manager to Negotiate Rates

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and Enter into an Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2024-R-26
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT TO MEAD AND HUNT, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT TO MEAD AND HUNT, INC., FOR WATER UTILITY OPTIMIZATION AND RESILIENCE IMPROVEMENT ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE RATES AND ENTER INTO AN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited for Professional Water Engineering Services through Request for Proposals RFQ-WA-02; and

WHEREAS, the City received two (2) responses to RFQ-WA-02 on March 14, 2024; and

WHEREAS, the City Commission received oral presentations on April 16, 2024 and the selection committee met on March 21, 2024 to rank the proposals for recommendation of the contract award; and

WHEREAS, the City Commission heard presentations at an advertised public meeting on April 16, 2024 and unanimously voted Mead and Hunt, Inc., as the number one ranked firm for the contract award.

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

SECTION 1. That the City Commission approve the ranking of the survey proposals and authorize the City Manager to negotiate rates and enter into an agreement with Mead and Hunt, Inc., for Water Utility Optimization and Resilience Improvement Engineering

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Services.

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 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

2. -2024-R-27 Resolution

Amendment to the City Wide Fee Schedule Amending the Fee for Body Worn Camera Public Records Requests

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2024-R-27
AMENDMENT TO THE CITY WIDE FEE SCHEDULE AMENDING THE FEE FOR BODY WORN CAMERA PUBLIC RECORDS REQUESTS

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FEE FOR BODY WORN CAMERA PUBLIC RECORDS REQUESTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations; and

WHEREAS, On August 23, 2022 a Citywide Fee Schedule was adopted; and

WHEREAS, Effective January 1, 2024 the amended City Wide Fee Schedule was adopted; and

WHEREAS, As part of a recent review of the fee schedule, during the interim management of the Police Department, staff identified a need to eliminate the 15 minute free period and require a deposit of $30.00 for Body Worn Camera (BWC) Public Records Requests; and

Attachment: Minutes - April 23, 2024 - Regular City Commission meeting (4499 : Minutes)

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

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

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

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

SECTION 3. The fees which are increased, as set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A" as amended):

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

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

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

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A" as amended).

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide Fee Schedule (Attachment "A" as amended), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A") become effective on January 1, 2024.

APPROVED AND AUTHENTICATED on this 23rd day of APRIL, 2024.

Enacted and approved this 23rd day of April, 2024, in Holly Hill

3.

Daytona Climbing Incentive Agreement

(Requested by Joseph Forte, City Manager)

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Mr. Forte stated the terms and conditions of the Addendum and Escrow agreement as detailed in Exhibit "B" include the following:

1. Buyer must rezone the property to a Planned Development (in progress)
2. The project building shall be a minimum of 16,000 sq ft. (the developer is proposal 8,000 sq ft in Phase I and 6,000 sq ft in a future Phase II)
3. Building construction is consistent with the original proposal. (However, the requirement of a second floor outdoor patio space and additional seating at the ground level is not proposed for Phase I.)
4. Fifty percent (50%) of the space is to be used for the rock climbing operations. The remaining space may be designated and constructed of leasing the space to other businesses whose uses shall be consistent with the CC1 and Overlay District and approved in the P.D. (This will not be part of Phase I.)

Based on the discussion amongst the Mayor, City Commission, Attorney Simpson and staff, there was ***consensus to give staff direction*** to bring the Daytona Climbing Incentive Agreement back at the next regular City Commission meeting on Tuesday, May 14, 2024 and to be included in the Incentive Agreement no longer than 24 months to get the Certificate of Occupancy (CO). Before second reading, staff and Attorney Simpson will amend the Incentive Agreement and staff will have spoken to the applicant by that time, and hopefully he will come back with a date, staff will put his date in there. He may say six months, he may say six years. Whatever the date is he offers, staff will put it in there and then at the second reading the Commission will either agree or change it. This amendment to the Incentive Agreement will be on the same night as the second reading for the BPUD. Those four (4) elements that he read earlier will be included in the Incentive Agreement.

Mayor Via opened public participation. No one spoke.

(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).

RESULT:	**CONSENSUS TO BRING BACK TO CC**	**Next: 5/14/2024 6:00 PM**

6. PUBLIC HEARINGS

1. –2024-O-3076 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Brian Walker, City Planner/Asst., City Manager went through his staff report for the Mayor and City Commissioners at this time. This is to consider Route 1 Climbing PD Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit

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Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres (82,328 square feet) located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue. The subject property is zoned CC-1 (Commercial Corridor District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to build an 8,000 square foot, 46 foot high building, that will serve as a rock-climbing facility. The south and west sides of the building will provide glassed portions as shown on the attachment titled, Elevations. The overall finish will be metal siding. The site proposes an area of future expansion, to the east of the current proposed building. The future expansion proposes a building up to 6,500 square feet in size. The property is currently vacant. The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping. The proposed project will occur in two phases. The applicant requests that Phase II be handled and approved as a minor amendment. This means that Phase II would be approved at staff level and not return to the City Commission for approval. In conclusion of the staff report, the rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area. Staff recommends the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue.

Spencer Kershaw with Zev Cohen & Associates and Bob Ball, PE, with Zev Cohen were present representing the applicant, Matthew Smith and mentioned he was here to answer any questions the Mayor and City Commissioners may have.

Mayor Via asked if there were any ex parte communications with the applicant. There was none from any member of the City Commission.

Mayor Via opened public participation.

David Knopf, Holly Hill; Kimberly Dibble, Holly Hill; and Arthur Byrnes.

Mayor Via closed public participation.

Commissioner Currie made a motion to include signage within the BPUD, seconded by Commissioner Johnson.

There was discussion about a sign monument amongst the Mayor and City Commissioners. After hearing from Mr. Ball from Zev Cohen, the Commission decided to not make that a requirement with the BPUD since the building itself will act as the sign itself.

Commissioner Currie withdrew her motion for the signage, and Commissioner Johnson withdrew his second.

Commissioner Currie made a ***new motion with no restrictions to the BPUD, approve the Ordinance as written by staff,*** *seconded by Commissioner Johnson.*

PASSED, 5-0.

(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).

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RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 5/14/2024 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

2. –2024-O-3077 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2 (Administration), Section 2-30 (Salary, Health and Life Insurance; Expenses) Increasing the Expense Allowance and Honorarium for the Mayor from $12,000 to 17% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes and for City Commissioners from $8,000 to 11.5% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation.
Kimberly Dibble, Holly Hill; and Gabriel Varga, Daytona Beach.
Mayor Via closed public participation.
Mayor Via stated they will vote on the amendment first. There's a motion on the floor to approve this Ordinance as written by staff then there was an amendment made to that so now they have to vote on the amendment first, which says that we're taking out the dependents health care. That's what this amendment is on. If you agree with that, you vote yes, if you disagree with it, you vote no and then after that then we'll have a motion (on the original motion as amended).
AMENDED MOTION TO APPROVE THE ORDINANCE AS WRITTEN:

Commissioner Currie made a motion to amend her motion to ***APPROVE ORDINANCE 3077 AS WRITTEN BY STAFF,*** *seconded by Commissioner Danio.*
ROLL CALL VOTE: Currie - Yes, Danio - Yes, Penny - Yes, Johnson - Yes, Mayor Via - No.
PASSED: 4-1.

THE ORIGINAL MOTION AS AMENDED WITHOUT THE DEPENDANT COVERAGE - (THEY ARE VOTING ON THE PAY RAISE WITHOUT DEPENDANT COVERAGE):
Commissioner Currie made a motion to ***APPROVE AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD***

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DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES. AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES, ~~ADDING A HEALTH INSURANCE BENEFIT TO COMMISSION MEMBERS FOR DEPENDANT COVERAGE~~, *seconded by Commissioner Johnson.*
ROLL CALL VOTE: Currie - Yes, Johnson - Yes, Penny - No, Danio - Yes, Mayor Via - No.
PASSED: 3-2.

RESULT:	**APPROVED AT 1ST READING [3 TO 2]**	**Next: 5/14/2024 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Currie, Danio, Johnson	
NAYS:	Via, Penny	

7. COMMUNICATIONS

A. City Manager Comments
Mr. Forte mentioned the concerts at Pictona, which the attendance is very poor. Mr. Forte suggested bleacher seats (general admission) be free, floor seats $5, box seats $20 and eliminate the parking fee of $5 to see if that will help with the attendance for these concerts. There was ***consensus*** from the Mayor and City Commissioners to do that.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny reminded everyone about the Holly Hill School having it's fishing clinic at Sunrise Park on May 11th from 9:00 AM - 11:00 AM; Race for Reading at Copper Bottom on May 11th from 12:00 PM - 4:00 PM, which benefits Kiwanis Reads and Holly Hill School; and the reading at the school on June 10th and August 1st. Reminded the Commissioners about the upcoming Volusia League of Cities dinner annual service awards banquet on May 30th in Deltona; and the Ribbon Cutting at the Aetna Gardens at Pictona on May 11th from 4:00 PM - 5:00 PM.

Commissioner Currie enjoyed the CRA workshops; well attended by the community; 618 Flomich drug bust was assisted by many agencies and appreciated everyone's help.

Commissioner Johnson mentioned the TPO meeting tomorrow.

D. Mayor's Comments
Mayor Via asked for an update from Mr. Walker on the car wash property off of Nova Road; an update on 618 Flomich; reminded everyone about the Veterans Memorial Monument dedication on May 8th at 6:00 PM.

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8. ADJOURNMENT

The meeting adjourned at approximately 8:40 PM.

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 14, 2024**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc., Establishing Terms and Conditions of the Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-28**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Historic Preservation Society, Inc., wishes to enter into a lease agreement with the City of Holly Hill for a period of five (5) years with two (5) year renewals. The Holly Hill Historic Preservation Society, Inc., will be leasing out Room 1 and Room 2 at Sica Hall, 1065 Daytona Avenue, Holly Hill, FL as described in the lease agreement.

FISCAL ANALYSIS:

The lease payment is $1.00 per year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the lease agreement with the Holly Hill Historic Preservation Society, Inc., with term commencing on May 1, 2024 and expiring on April 30, 2029.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT.

ATTACHMENTS:

- HH Historic Preservation Society, Inc. - Lease Agreement (PDF)

Resolution No. 2024-28

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC., ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City does hereby lease and demise unto the Holly Hill Historic Preservation Society, Inc., the premises known as Sica Hall, 1065 Daytona Avenue, Holly Hill, FL, 32117 consisting of approximately rooms designated as Room 1 and Room 2 for $1.00 per year; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has proven to provide a service of maintaining historic artifacts with their custody; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has requested the term of the lease agreement be for a period of five (5) years with two (5) year renewals.

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

SECTION 1. That the City Manager is hereby authorized to sign the lease agreement attached hereto.

SECTION 2. That the term of this agreement shall commence on May 1, 2024 and end on April 30, 2029.

SECTION 3. 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, or force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered this 14th day of May 2024, between the parties and upon the terms and conditions set forth:

(a) Effective Date of Lease: May 1, 2024
(b) Expiration Date: April 30, 2029

(c) LANDLORD/LESSOR: City of Holly Hill, ("City")

(d) TENANT/LESSEE: HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC. ("Historic Society")

(e) Term of Lease: The City hereby lease and demise unto HISTORIC SOCIETY said premises to have and to hold the same for the period of FIVE (5) YEARS with two (5) year renewals If the HSTORIC SOCIETY is in compliance with the terms of this Lease, the HISTORIC SOCIETY shall have two five (5) year renewal options. To exercise a renewal option the HISTORIC SOCIETY shall provide the City with written notice of intent to exercise a renewal option at least 6 months prior to the scheduled expiration date of the current term. Failure to provide the required written notice of intent to renew shall result in a waiver of the renewal option.

(f) Premises: The City does hereby lease and demise unto Historic Society the premises known as Sica Hall, 1065 Daytona Avenue, Holly Hill, Florida, consisting of approximately rooms designated as Room 1 and Room 2. The property is further described in Exhibit "A" attached hereto and by reference made a part hereof. (The "Premises").

(g) Purpose: Premises occupied by the Historical Society will be used exclusively for the Holly Hill Historic Preservation Society and Museum, and for the advancement of the cultural and historic interest of the City of Holly Hill, Florida, and for all uses and purposes of a museum.

(h) Rental: Rent shall be one dollar ($1.00) per year.

(i) Additional Rent:

1) Taxes: It is acknowledged that the above reference amounts do not include State and Local Sales Taxes. Historic Society shall provide City with a Sales Tax Exemption Certificate as the parties anticipate that the Historic Society is exempt from sales tax. If for some reason the Historic Society is not exempt from sales tax, Historic Society shall be responsible to pay all applicable sales tax in addition to the rent amount. Property Taxes are exempt for the City as long as the Historic Society is a 501C, not for profit organization. Historic Society shall provide City with a copy of the 501C document.

2) Utilities: The utility charges, including electricity, water, sewer, and Wi-Fi will be paid by the City during the Lease.

Attachment: HH Historic Preservation Society, Inc. - Lease Agreement (2024-R-28 : Holly Hill Historic Preservation Society, Inc. - Lease

3) Common Area Maintenance Expense: City shall be responsible for maintenance and repairs of the common areas, utility charges incurred in the common areas, and landscape services incidental to the Historic Society's use of the Premises. The common area maintenance areas are shown in Exhibit A.
4) All Payments shall be due payable on the 1st day of each month. Any taxes and assessments shall be due and payable on the 1st day of the month following written notification from the City of the amount due.

(j) Insurance: City shall keep in full force and effect an insurance policy for fire, windstorm and other calamity insuring the premises. Historic Society shall carry at its own expense Comprehensive General Liability and Property Damage Insurance with combined single limits of not less than $1,000,000.00 with insurance companies authorized to do business in this state and with City named as additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days' prior written notice to City.

(k) Historic Society shall deliver said policies or certificates thereof to City upon execution of this Lease and thereafter renewal policies or certificates shall be delivered not less than fifteen (15) days prior to the expiration of the polices of insurance. The failure of Historic Society either to effect said insurance in the names herein called for or to pay the premiums therefore or to deliver said policies or certificates to City shall permit City to procure the insurance and pay the requisite premium therefore, which premiums shall be paid to City with the next installment of rent.

(l) Repair/Maintenance:

1) Historic Society accepts the premises in its present condition. Historic Society shall not cause or permit any waste or injury to the premises and shall keep the premises free from any and all objectionable noises, odor, rubbish, and debris inconsistent with the property operation of the Historic Society's business therein. Historic Society shall be responsible for all damages cause by Historic Society and all occupants and guests of the Historic Society.

2) Historic Society shall not make any alteration of the premises without the written consent of City in response to a written request for alteration, and if such consent be granted, any alteration shall be in accordance with all applicable codes, laws, rules, and regulations.

3) All partitions or other permanent installations and improvements to the premises made by the Historic Society shall become a part of the realty and title thereto shall be vested in City. Historic Society shall not make any such improvements without prior written consent of City Manager.

4) Except for HISTORIC SOCIETY's obligation in Paragraph (1) above, the City shall be responsible for all maintenance and repair of the Premises including the plumbing, electrical service, HVAC, the roof and the structure.

5) In the event the Premises sustains damage, the decision to repair the Premises and the extent of said repair, shall be determined at the sole discretion of the City. In the event the City elects not to repair, the City has the right to terminate this lease upon providing

Attachment: HH Historic Preservation Society, Inc. - Lease Agreement (2024-R-28 : Holly Hill Historic Preservation Society, Inc. - Lease

the Historic Society with 30 days advance notice. The City shall have the right to retain all insurance proceeds paid or payable for the damage and has no obligation to expend the insurance proceeds to repair the Premises, even if the insurance proceeds are paid by insurance provided by the Historic Society. The City shall attempt to relocate the Historic Society to another City facility, but said relocation shall be at the City's sole discretion.

(m) Defaults of Historic Society and Remedies of City: In case of the failure on the part of Historic Society to pay the rent and all other charges herein provided within five (5) business days subsequent to the time when the same shall become due and payable, no demand being required for same, or in case Historic Society shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon Historic Society by this Lease and fail to remedy and/or remove the breach within five (5) days of receipt of notice thereof from City or in the event Historic Society filed or there is filed against Historic Society a petition under the Bankruptcy Act, then and in any of the above cases it shall be lawful for City at any time thereafter at its option, to seek all legal remedies under the law to terminate this lease, seek damages and/or remove the HISTORIC SOCIETY from the Premises. In all events and notwithstanding which options may be exercised or remedy pursued, Historic Society agrees to pay and the City shall be entitled to recover all costs and expenses incurred by City, including reasonable attorneys' fees, in connection with collection of rental or damages or enforcing other rights of the City in the event of any breach, default or abandonment by Historic Society. Historic Society hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future laws in the event Historic Society shall be evicted or disposed for any cause or in the event City shall obtain possession of the premises by virtue of the provisions of this Lease or otherwise.

(n) Relocation of Historic Society: City reserves the right to relocate the Historic Society to a City facility upon providing the Historic Society with 60 days' notice. The terms and conditions of this lease shall remain in full force and effect at the new location.

(o) Termination without Cause: City and Historic Society shall each have the right to terminate this Lease upon providing Ninety (90) days' notice to the other.

(p) Attorney Fees: The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs incurred.

(q) Assignment: This Lease is not assignable without prior written consent of the City, which may be withheld for any reason or no reason. It is the intent of the City that this Lease is not assignable except in very limited circumstances in which the assignee will be operating a non-profit organization for the cultural and historic interests of the City of Holly Hill.

City of Holly Hill, FL

By:_____

Title:_____

Date:_____

Holly Hill Historic Preservation Society

By: Polly Capuano

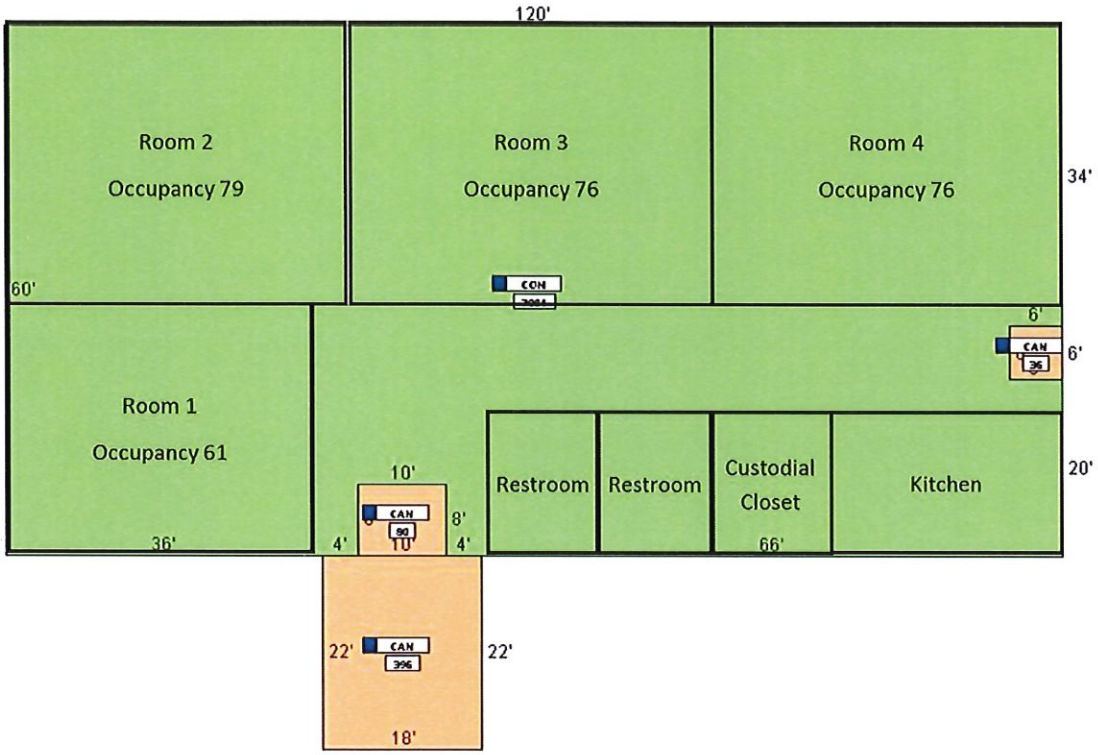
Title: Boardy Board

Date: 4/23/2024

Attachment: HH Historic Preservation Society, Inc. - Lease Agreement (2024-R-28 : Holly Hill Historic Preservation Society, Inc. - Lease

EXHIBIT "A"

Sica Hall : Approximate Dimensions Only



Attachment: HH Historic Preservation Society, Inc. - Lease Agreement (2024-R-28 : Holly Hill Historic Preservation Society, Inc. - Lease

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 14, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Increase of the Not to Exceed Cost of Resolution 2023-R-54 to $150,000 for Manhole Rehabilitation and Approve the Proposal from Danus Utilities in the Amount of $105,726 for Repairs of Nine (9) Deteriorated Manholes and Twelve (12) Leaking Rings and Lids and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-R-29**
APPLICANT:
PLANNER:

DISCUSSION:

On September 26, 2023, the Holly Hill City Commission approved the piggybacking of City of Clermont Agreement No. 2023-071 with Danus Utilities for sanitary sewer manhole, vault, and lift station rehabilitation services under resolution 2023-R-54. A not to exceed cost of $75,000 was approved for this resolution. The contract is for specialty work to help the City maintain its sanitary collection system with over 1,000 manholes and 30 lift stations. Many of the manholes and lift stations are approaching sixty (60) years old and are in need of rehabilitation. Resolution 2023-R-54 is included under "Exhibit A".

The Danus Utilities, Inc., agreement provides comprehensive contract pricing for many of the common rehabilitation items required to maintain the Holly Hill sewer collections system. Based on this contract, Danus Utilities was requested to provide a quote repair of nine (9) deteriorated manholes and the repair twelve (12) leaking rings and lids. The Danus quote is for $105,726 and is attached "Exhibit B".

City staff recommend that the not to exceed cost of resolution 2023-R-54 be increased to $150,000 in keeping with the adopted fiscal year 2023/2024 budget for manhole repairs in project 24WW06 so that these needed repairs can be performed.

FISCAL ANALYSIS:

Danus Utilities provided a $105,726 proposal pricing based on City Resolution No. 2023-R-54, for sanitary sewer manhole, vault, and lift station rehabilitation services. Funding for manhole repairs is provided under project 24WW06 for $150,000.00 in the 2023-24 adopted budget, with $8,300 expended and a balance of $141,700 remaining.

STAFF RECOMMENDATION:

Approve the increase of the not to exceed cost of resolution 2023-R-54 to $150,000 for manhole rehabilitation and approve the proposal from Danus Utilities in the amount of $105,726 for repairs of nine (9) deteriorated manholes and twelve (12) leaking rings and lids as identified, 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 THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AS IDENTIFIED, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2023-R-54 (PDF)
- Exhibit B - Danus Proposal RAV041024-1A (PDF)

Resolution No. 2024-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system maintain its sanitary collection system with over 1,000 manholes and 30 lift stations; and

WHEREAS, City Resolution No. 2023-R-54 approved a piggy-back the City of Clermont service agreement 2023-071 with Danus Utilities for specialty repair of the sanitary sewer manholes, vaults, and lift station rehabilitation services and established a not to exceed cost of $75,000.00; and

WHEREAS, Danus Utilities was requested to evaluate and provide a quote for the rehabilitation services for twelve (12) manholes and non (9) rings and lids in need of repair: and

WHEREAS, Danus Utilities provided a proposal of lids and ring repair for $105,726.00 for the rehabilitation services.

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

SECTION 1. That the Commission of the City of Holly Hill increase the not to

exceed cost of Resolution 2023-R-54 to $150,000.

SECTION 2. That the Commission of the City of Holly Hill approve the proposal from Danus Utilities in the amount of $105,726 and authorize the City Manager to execute the same.

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. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Resolution No. 2023-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF CLERMONT, FL (AGREEMENT NO.2023-071), FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., ESTABLISHING AN ANNUAL COST NOT TO EXCEED $75,000 AND AUTHORIZING 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 THE PIGGYBACK OF THE CITY OF CLERMONT, FL (AGREEMENT NO.2023-071), FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., ESTABLISHING AN ANNUAL COST NOT TO EXCEED $75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc. has an active Agreement (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill may piggyback; and

WHEREAS, adequate funds are available within the sewer operating budget to pay for the purchase of services in an amount not to exceed $75,000 annually.

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 approve the piggybacking of the City of Clermont, FL Agreement (ITB# 08-23) with Danus Utilities, Inc.

SECTION 2. That the City Commission of the City of Holly Hill approve as needed service for purchase of sanitary sewer manhole, vault, and lift station rehabilitation services from Danus Utilities, Inc., in an amount not to exceed $75,000 annually, and authorize the City Manager to execute the same.

Attachment: Exhibit A - Resolution 2023-R-54 (2024-R-29 : Danus Utilities Manhole Repair)

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

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Attachment: Exhibit A - Resolution 2023-R-54 (2024-R-29 : Danus Utilities Manhole Repair)

DANUS UTILITIES

RAVEN LINING SYSTEMS

PROPOSAL

Remit To:
Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-566-8805
danusutilities.com
andy@Danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: RAV041024-1A
PROPOSAL DATE: April 10, 2024

CUSTOMER: City of Holly Hill
ADDRESS: 1065 Ridgewood Ave
Holly Hill, Fl 32117

PHONE: 386-265-2093
CONTACT: Jeff Barn
EMAIL: Abarn@hollyhillfl.org

Refferance: City of Daytona Beach Annual Contract for Rehabilitaion of Sanitary Sewer Manholes Contract 2362

Item	Description	Ea. /SF./LF	Cost	Amount
	Ridgewood & 3rd East MH 4'dia X 6'dp			
A1	Maintenance of Traffic (FDOT 601 & 610) (Max. 3% of Bid)	1	$1,075.00	$1,075.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	96	$35.00	$3,360.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$700.00	$700.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	96	$7.00	$672.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
			Sub Total	
	Ridgewood & 3rd West MH 4'dia X 8'dp			
A1	Maintenance of Traffic (FDOT 601 & 610) (Max. 3% of Bid)	1	$1,075.00	$1,075.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	120	$35.00	$4,200.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$700.00	$700.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	120	$7.00	$840.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
			Sub Total	
	Megan Bay & Flomich MH 4'dia x 7'dp			
B1	Lining of Manholes using Raven 405 Epoxy Lining System	107	$35.00	

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

B3	Replacement of Manhole Ring & Cover in Grass (CAPP HDPE R&C)	1	$2,250.00	$2,250.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$700.00	$700.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	107	$7.00	$749.00
			Sub Total	
	989 Flomich Dr. MH 4'dia X 7.5 dp			
B1	Lining of Manholes using Raven 405 Epoxy Lining System	114	$35.00	$3,990.00
B3	Replacement of Manhole Ring & Cover in Grass (CAPP HDPE R&C)	1	$2,250.00	$2,250.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$700.00	$700.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	114	$7.00	$798.00
			Sub total	
	Walker Ave LS 21 MH 4'dia X 12'dp			
B1	Lining of Manholes using Raven 405 Epoxy Lining System	174	$35.00	$6,090.00
B3	Replacement of Manhole Ring & Cover in Grass (CAPP HDPE R&C)	1	$2,250.00	$2,250.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$500.00	$500.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	174	$7.00	$1,218.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
			Sub Total	
	337 Carswell MH 4'dia X 7'dp			
A1	Maintenance of Traffic (Flaggers (2) Required)	1	$950.00	$950.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	106	$35.00	$3,710.00
B5	Replacement of Manhole Ring & Cover in Pavement (CAPP HDPE R&C)	1	$2,650.00	$2,650.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$500.00	$500.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	106	$7.00	$742.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
	271 Carswell MH 4'dia X 7.5'dp			
A1	Maintenance of Traffic (Flaggers (2) Required)	1	**$950.00**	$950.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	114	$35.00	

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

B5	Replacement of Manhole Ring & Cover in Pavement (CAPP HDPE R&C)	1	$2,650.00	$2,650.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$500.00	$500.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	114	$7.00	$798.00
B14	Application) - AV2O2	4	$125.00	$500.00
	251 Carswell MH 4'dia X 8'dp			
A1	Maintenance of Traffic (Flaggers (2) Required)	1	$950.00	$950.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	120	$35.00	$4,200.00
B5	Replacement of Manhole Ring & Cover in Pavement (CAPP HDPE R&C)	1	$2,650.00	$2,650.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$500.00	$500.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	120	$7.00	$840.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
	251 Carswell MH 4'dia X 8'dp			
A1	Maintenance of Traffic (Flaggers (2) Required)	1	$950.00	$950.00
B1	Lining of Manholes using Raven 405 Epoxy Lining System	127	$35.00	$4,445.00
B5	Replacement of Manhole Ring & Cover in Pavement (CAPP HDPE R&C)	1	$2,650.00	$2,650.00
B9	Re-Construct Existing Manhole Bench and Invert Channel	1	$500.00	$500.00
B10	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole (Up to 2") - (Build Up material to be compatible with Raven 405 lining	127	$7.00	$889.00
B14	Chemical Grout to stop ground water infiltation (Light Application) - AV2O2	4	$125.00	$500.00
	Ring Covers Grass 24"			
B3	Replacement of Manhole Ring & Cover in Grass (CAPP HDPE R&C) (LS 13 Dubs Dr. MH 1 & 2, 965 Golf Ave, 1029 Alabama, 1000 15th st, 1718 Birmingham, 164 Coho St., 253 Mammoth Co. Trail,1022 Tip	9	$2,250.00	$20,250.00
	Ring and Covers Grass 32"			
B3	HDPE R&C) (1038 Alabama LS 24 MH 1-2-3)	3.6	$2,250.00	$8,100.00
	Notes:			
	To Provide all labor, materials, equipment, and all supervision necessary to prepare and coat the interior of existing concrete structure(s).			
	* Patch/repair all minor voids, and/or areas of weepage, as necessary with Raven approved repair mortars up to 1/2" thick.			
	* Leak stopping not included. If required it will be billed as an extra.			
	* Top coat with Raven 405 Ultra High Build Epoxy at 125 mil thickness			
	* The monolithic epoxy coating of entire structure to be inspected with high voltage Holiday detection equipment.			

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

			Sub total	$105,726.00
			Tax	
			Total	**$105,726.00**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within

Proposal Accepted By:_____Date:_____

SIGNATURE

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

$ 6,307.00

$ 7,315.00

$7,444.00

$7,738.00

$10,558.00

$9,052.00

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

$9,388.00

$9,640.00

$9,934.00

Attachment: Exhibit B - Danus Proposal RAV041024-1A (2024-R-29 : Danus Utilities Manhole Repair)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 14, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-30**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill continues to move forward with the conversion of overhead to underground utilities in an effort to strengthen the infrastructure and enhance the overall appearance of the Community Redevelopment Area.

City staff desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits as Phase 3 of the conversion of overhead to underground utilities. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

Staff desires to proceed with Parts C and D at this time. The remaining parts will be initiated at a later date and be addressed in separate scopes of services and fee estimates and/or change orders to this scope of services and fee estimate from Mead and Hunt, Inc.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Mead and on January 25, 2022 for a term of five (5) years with (2) (1) year renewal options.

Mead and Hunt, Inc., has submitted a proposed task order to include project management, utility

engagement, data collection, easement acquisition and reimbursables for Parts C & D of the conversion of overhead to underground utilities at a cost of $298,447.49. This is included as Exhibit A.

Funding for this project for the professional consultant services has been budgeted in account number 139-8110-580-3400 and Project Code 22ST08.

STAFF RECOMMENDATION:

Approve the proposed task order submitted by Mead and Hunt, Inc., for Engineering/CEI Services for Parts C & D of Phase 3 of the conversion of overhead to underground utilities and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #2:

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

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN THE AMOUNT OF $298,447.49.

ATTACHMENTS:

- Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (PDF)

Resolution No. 2024-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, 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 THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to pursue the undergrounding of utilities within the CRA corridor on US1 from Walker Street to the north City limits; and

WHEREAS, Mead and Hunt, Inc., has submitted a task order to provide Professional Engineering Services necessary to complete Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

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

SECTION 1. The City Commission approves the proposed task order submitted by Mead and Hunt, Inc., for Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

SECTION 2. The City Commission authorizes the City Manager to execute the proposed task order submitted by Mead and Hunt, Inc.

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

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Mead & Hunt

April 30, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: US1 Undergrounding Phase 3 Parts C & D

Dear Mr. Khoury,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project. The attached scope of services describes, in detail, what our firm understands to be required for this part of the utility undergrounding project. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

David A. King, PE
Project Director/Project Manager

John Mischle
Assistant Project Manager

DAK/JM;bf

Attachment: Scope of Services and Fee Estimate
Estimated Manhour Schedule

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

CITY OF HOLLY HILL
SCOPE OF SERVICES
FOR
US1 UTILITY UNDERGROUNDING PHASE 3 PARTS C & D

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The OWNER desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

Parts A and B are currently underway and the OWNER desires to proceed with Parts C and D at this time. The remaining part E will be initiated later and be addressed in separate scope of services and fee estimate and/or change order to this scope of services and fee estimate.

Part C, Utility Service (Secondaries) Conversions will involve the conversion of existing overhead electrical services for all commercial properties along the route which is required to be completed by the OWNER per the FPL undergrounding procedure. Installation of empty service conduits for AT&T and Spectrum, if they so desire, will also be included.

Part D, Utility Conduit Installation/Traffic Operations Undergrounding will involve the installation of the conduit required by FPL to underground their facilities, including streetlight facilities. The existing streetlights will be replaced in a necessary layout to provide the FDOT-required lighting levels. Conduits needed for AT&T and Spectrum are also included in Part D. Lastly, the existing overhead Traffic Operations Intelligent Transportation System (ITS) which are owned by FDOT and maintained jointly with Volusia County will be replaced with underground facilities with Part D.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated thirteen (13) month project duration. The PM will manage the development of project work and subconsultant efforts.

MEAD & HUNT will coordinate and conduct one (1) project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. MEAD & HUNT will also coordinate and preside over twenty (20) monthly virtual project update meetings. Following these and all other meetings described below, MEAD & HUNT will prepare a summary of the project meeting and distribute it to the attendees and other interested parties.

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables: Kick-Off Meeting Agenda, Meeting Summaries

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

MEAD & HUNT will rely upon survey product utilized in Parts A and B for the route survey for the design of these improvements. MEAD & HUNT will conduct site visits to verify existing conditions, including evaluating the approximately 66 existing overhead electrical services that require conversions, and collect photographic and other data collection needed for the design.

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

PHASE 3 – DESIGN

MEAD & HUNT will prepare engineering/construction drawings, specifications, and Engineer's Opinion of Probable Construction Cost (EOPCC). The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. The 60% and 90% submittal packages will be submitted to the OWNER for review and comment. MEAD & HUNT will schedule and attend design review meetings to review the OWNER's comments on the drawings and specifications.

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

Deliverables: 60%/90%/100% Design Drawings (electronic PDF format), 60%/90%/100% Specifications (electronic PDF format), 60%/90%/100% EOPCC (electronic PDF format), 60%/90% Design Review Meeting Summary (electronic PDF format)

PHASE 4 – PERMITTING ASSISTANCE

Permits or otherwise review/approval of the design/construction drawings will be required for the following:

- FDOT approval of streetlight design
- FDOT Utility Permit coordination for conduit placed in US1 right-of-way, with utility companies making application as required by FDOT as ultimate owner of the conduits
- FDOT Special Purpose Permit for construction of conduit in easements adjacent to US1 right-of-way via access from the right-of-way
- FDOT approval of ITS undergrounding plans
- OWNER Building Department approval of electrical service conversion plans

MEAD & HUNT will coordinate and attend up to two (2) pre-application/coordination meetings with FDOT to discuss permitting/approval requirements. MEAD & HUNT will prepare agendas and meeting summaries. MEAD & HUNT will prepare and submit the permit applications/design plans in accordance with FDOT requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER. MEAD & HUNT will respond to up to four (4) Requests for Additional Information (RAI) from FDOT as part of the permit application process.

MEAD & HUNT will coordinate the review of the secondaries conversions plans with the OWNER's Building Department so to allow review of such in advance of building/electrical permit applications by the contractor during the construction phase.

Deliverables: Permit applications, RAI responses and received permits.

PHASE 5 – BIDDING ASSISTANCE SERVICES

MEAD & HUNT will assist the OWNER with the bidding for the construction of the improvements. It is assumed that the various work will be bid as follows:

- Service Conversions – OWNER standard request for sealed bids
- Utility Conduit - OWNER standard request for sealed bids
- ITS Undergrounding – Request for proposal utilizing piggy-back of an existing Seminole County ITS contract

For the standard sealed bids, the OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening.

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

For the request for piggy-back contract proposal, MEAD & HUNT will obtain a copy of the Seminole County contract and will prepare and submit a request for proposal from the contractors currently under contract. Upon review of the proposals, MEAD & HUNT will review the received proposals and provide the OWNER a recommendation for acceptance of the lowest cost proposal.

For the Service Conversions and Utility Conduit portions that will be separately bid via OWNER standard request for sealed bids, MEAD & HUNT will provide the following:

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

MEAD & HUNT will attend three (3) pre-bid meetings and present the project scope/intent; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for any pre-bid meeting agenda, recording, and summary/minutes. MEAD & HUNT will respond to potential bidders' questions during the bid periods. MEAD & HUNT will prepare suggested responses and provide the OWNER with up to six (6) draft addenda for review. The OWNER shall be responsible for distribution of addenda. MEAD & HUNT will attend the bid openings at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review the low bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidders submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare tabulations of received bid prices, including unit prices if applicable; verify extended values and totals; and review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulations and recommendations of award.

Deliverables: Bid Set Plans and Specifications; Addenda to Bid Documents; Bid Tabulations; and Recommendations of Award

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Construction Phase Services (to be included in separate scopes/fees upon completion of bidding)
- Land Surveying

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

- Subsurface Utility Exploration
- Funding Assistance
- Environmental

SCHEDULE

MEAD & HUNT will strive to complete the above work according to or in advance of the following schedule. The timeframes assume 10-day review timeframes for each design deliverable review by OWNER and one (1) month per agency review timeframes for permit applications/approvals.

Phase	Estimated Start Month	Estimated End Month	Commencing Upon
Phase 1 – Project Management	1	13	Receipt of notice to proceed
Phase 2 – Data Collection/Site Reconnaissance	1	3	Receipt of notice to proceed
Phase 3 – Design	See below		See below
Service Conversions	3	7	Completion of Phase 2
Utility Conduit	3	8	Receipt of final utility plans
ITS Undergrounding	3	7	Completion of Phase 2
Phase 4 – Permitting Assistance	See below		See below
FDOT Streetlight Approval	8	10	OWNER approval of 90% deliverable
FDOT Utility Permit	8	10	OWNER approval of 90% deliverable
FDOT Special Purpose Permit	8	10	OWNER approval of 90% deliverable
FDOT ITS Approval	7	9	OWNER approval of 90% deliverable
Service Conversions	7	8	OWNER approval of 90% deliverable
Phase 5 – Bidding Assistance	See below		See below
Service Conversions	8	11	OWNER approval of 100% deliverable
Utility Conduit	10	13	OWNER approval of 100% deliverable
ITS Undergrounding	9	11	OWNER approval of 100% deliverable
Estimated Construction Timeframes (to be finalized once design is complete)			
Service Conversions	*11*	*15*	*OWNER award of bid*
Utility Conduit	*13*	*20*	*OWNER award of bid*
ITS Undergrounding	*11*	*15*	*OWNER award of bid*

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

COMPENSATION

The not-to-exceed cost for this work including Contingency Funds is **$298,447.49** based on the following breakdown and the attached estimated labor schedule. The Contingency Funds may only be expended upon written approval from the OWNER.

Phase/Task	Fee	Basis
Phase 1 – Project Management	$21,747.74	Lump Sum
Phase 2 – Data Collection and Site Reconnaissance	$38,737.83	Lump Sum
Phase 3C – Design – Electrical Service Conversions	$80,666.28	Lump Sum
Phase 4D – Design – Utility Conduit, ITS and Streetlights	$89,590.60	Lump Sum
Phase 4D – Permitting Assistance - Utility Conduit, ITS and Streetlights	$26,237.04	Lump Sum
Phase 5C – Bidding Assistance Services – Service Conversions	$8,963.56	Lump Sum
Phase 5C – Bidding Assistance Services – Service Conversions	$8,963.56	Lump Sum
Phase 5C – Bidding Assistance Services – Service Conversions	$5,040.90	Lump Sum
Subtotal	**$279,947.49**	Lump Sum
Phase 6 – Reimbursables	$3,500.00	Actual cost
Phase 7 – Contingency	$15,000.00	TBD
TOTAL	**$298,447.49**	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF HOLLY HILL	Approved by: MEAD & HUNT, INC.
By: _____	By: _____
Name: _____	Name: David A. King, PE
Title: _____	Title: Vice President
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.	
Date: _____	Date April 30, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

CITY OF HOLLY HILL
US1 UTILITY UNDERGROUNDING PHASE 3 PARTS C & D
ESTIMATED MANHOUR SCHEDULE
April 30, 2024

Phase	Description	Principal Engineer (Project Director)	Project Manager	Senior Project Engineer	Project Engineer	Senior Designer (CADD)	Project Administrator (CEI)	Engineering Intern	Designer (CADD)	GIS Technician	Senior Inspector (CEI)	Inspector (CEI)	Administrative Support	Phase Subtotal
		$ 349.73	$ 299.88	$ 245.83	$ 204.03	$ 183.68	$ 159.04	$ 138.41	$ 133.01	$ 131.05	$ 127.99	$ 105.44	$ 86.80	
		Estimated Hours												
1	**Project Management**													
	Project Coordination	13	13										26	
	Project Kick-Off Meeting	2	2										2	
	Monthly Progress Meetings	13	13										13	
	Subtotal	28	28	0	0	0	0	0	0	0	0	0	41	**$ 21,747.74**
2	**Data Collection and Site Reconnaissance**													
	Site Reconnaissance - Electrical Services	2	2	16	16			130						
	Site Reconnaissance - ITS	2	2	2	2			20						
	Site Reconnaissance - Streetlights	2	2					20	20					
	Existing Utility Coordination							4						
	Subtotal	6	6	18	18	0	0	174	20	0	0	0	0	**$ 38,737.83**
3C	**Design - Electrical Service Conversions**													
	60% Design and QA/QC	8	8	40	40			160					20	
	60% Review Meeting and Summary	2	2											
	90% Design and QA/QC	4	4	24	24			80					10	
	90% Review Meeting and Summary	2	2											
	100% Design and QA/QC	2	2	4	4			16					4	
	Subtotal	18	18	68	68	0	0	256	0	0	0	0	34	**$ 80,666.28**
3D	**Design - Utility Conduit, ITS and Streetlights**													
	60% Design and QA/QC	4	4	32	48	60		40	90					
	60% Review Meeting and Summary	2	2											
	90% Design and QA/QC	4	4	16	24	30		20	45					
	90% Review Meeting and Summary	2	2											
	100% Design and QA/QC	2	2	8	12	15		10	20					
	Subtotal	14	14	56	84	105	0	70	155	0	0	0	0	**$ 89,590.60**
4D	**Permitting - Utility Conduit, ITS and Streetlights**													
	FDOT Preapplications (2)	2	2					2						
	FDOT Streetlight Submittal	2	2	2		4		16						
	FDOT Utility Permit Applications/Coordination	2	2	2		4		16						
	FDOT Special Purpose Permit Application	2	2	2		4		16						
	FDOT ITS Submittal	2	2	2		4		16						
	FDOT RAIs (4)	2	2	4		4		8						
	City Building/Electrical Permit Pre-Submittal	2	2					2						

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

	Subtotal	14	14	12	0	20	0	76	0	0	0	0	0	**$ 26,237.04**
5C	**Bidding Assistance - Service Conversions**													
	Bid Set Documents and QA/QC (formal RFP)		4					16					24	
	Prebid meetings	2											2	
	Addenda (2)		2										4	
	Attend Bid Opening	2												
	Bid Review and Recommendation of Award		2										4	
	Subtotal	4	8	0	0	0	0	16	0	0	0	0	34	**$ 8,963.56**
5D	**Bidding Assistance - Utility Conduit**													
	Bid Set Documents and QA/QC (formal RFP)		4					16					24	
	Prebid meeting	2											2	
	Addenda (2)		2										4	
	Attend Bid Opening	2												
	Bid Review and Recommendation of Award		2										4	
	Subtotal	4	8	0	0	0	0	16	0	0	0	0	34	**$ 8,963.56**
5D	**Bidding Assistance - ITS**													
	Bid Set Documents and QA/QC (informal RFP)		4					4					8	
	Prebid meeting	2											2	
	Addenda (2)		2										4	
	Bid Review and Recommendation of Award		2										2	
	Subtotal	2	8	0	0	0	0	4	0	0	0	0	16	**$ 5,040.90**
	Total Labor All Phases	**90**	**104**	**154**	**170**	**125**	**0**	**612**	**175**	**0**	**0**	**0**	**159**	**$ 279,947.49**

Lump Sum Total	**$ 279,947.49**
Reimbursables	$ 3,500.00
Contingency	$ 15,000.00
GRAND TOTAL	**$ 298,447.49**

Attachment: Exhibit A - HH Undergrounding Ph. 3 Pts. C D 3.0 Mead & Hunt Scope of Services (2024-R-30 : US1 Utility Underground Phase 3

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 14, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Emergency Sewer Cleaning and Repair for a Not to Exceed Amount of $79,000 Under Resolution 2024-R-18 and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-31**
APPLICANT:
PLANNER:

DISCUSSION:

Public Works staff have recently became aware of three depressions on city streets. Upon investigating, it appears the depressions are over sewer pipe, which have a failure. The most cost effective means to repair leaking sewer mains is to line them in place. Inliner Solutions, LLC, was approved with Resolution 2024-R-18 as the piggy-back contract for sewer lining services. The Resolution is provided as Exhibit A.

Public Works staff have made temporary road repairs and have called Inlier Solutions to review the depression areas and provide a quote for cleaning, TV and repair. Incliner Solutions quotes for cleaning and TV services is provided as Exhibit B and for lining services in Exhibit C. The quote is broken up into 2 parts because until the line is cleaned and TV before they can be verified a liner can be applied.

Current City of Holly Hill Purchasing Manual:

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of

goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The amount of the sewer cleaning, TV and lining contract is not to exceed $79,000. A budget amendment is required to fund the sewer services for other Capital project saving and is attached as Exhibit D.

STAFF RECOMMENDATION:

That the City Commission approve the cleaning, TV and lining of the sewer mains to maintain the integrity of the sewer and roadways systems for a not to exceed amount of $79,000 and authorize the City Manager or designee 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 THE NOT TO EXCEED SERVICE PROPOSAL FOR A NOT TO EXCEED MOUNT OF $79,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC.

ATTACHMENTS:

- Exhibit A - Resolution 2024-R-18 (PDF)
- Exhibit B – Inliner Solutions Cleaning and TV Service Proposal (PDF)

- Exhibit C – Inliner Solutions Lining Service Proposal (PDF)
- Exhibit D - Sewer Pipe Lining BAR (PDF)

Resolution No. 2024-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING EMERGENCY SEWER CLEANING AND REPAIR FOR A NOT TO EXCEED AMOUNT OF $79,000 UNDER RESOLUTION 2024-R-18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING EMERGENCY SEWER CLEANING AND REPAIR FOR A NOT TO EXCEED AMOUNT OF $79,000.00 UNDER RESOLUTION 2024-R-18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill maintains a cleaning, TV and lining contractor for the rehabilitation the sewer collection system due to their age and condition; and

WHEREAS, The City of Holly Hill approved Resolution 2024-R18 with Inliner Solutions, LLC to provide for sanitary rehabilitation services under a piggy-back agreement with the City of Hollywood, Florida; and

WHEREAS, The City has quotes for Inliner Solutions, LLC for sanitary sewer pipelining in an amount no to exceed $79,000 to reline sanitary pipes throughout the City.

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

SECTION 1. The City desires to have the sanitary pipes in various areas of the City of Holly Hill inspected and lined.

SECTION 2. The City of Hollywood has an active contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. The City desires to piggyback The City of Hollywood Bid Number IFB-0001-23-0T for the Sanitary Pipe Lining in various locations in Holly Hill, FL in an amount not to exceed $79,000.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

4.4.a

HOLLY HILL
FLORIDA

Holly Hill
FL

Adopted
Apr 9, 2024 6:00 PM

Resolution
2024-R-18

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the City of Hollywood Contract IFB-0001-23-OT and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.

Information

Department: Public Works
Category: Consent Agenda
Sponsors:

Attachments

Printout
Exhibit A - Hollywood, FL - Fully Executed Contract

RES/ORD BODY

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF HOLLYWOOD CONTRACT IFB-0001-23-OT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are multiple areas identified within the City of Holly Hill where sanitary pipelining is in need of rehabilitation due to their age and condition; and

WHEREAS, The City of Hollywood has an active Contract Number IFB-0001-23-OT with Inliner Solutions, LLC to provide for sanitary pipelining; and

WHEREAS, The City desires to piggyback the contract IFB-0001-23-OT the City of Hollywood has with Inliner Solutions, LLC for sanitary sewer pipelining in an amount no to exceed $200,000.00 to reline sanitary pipes throughout the City.

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

SECTION 1. The City desires to have the sanitary pipes in various areas of the City of Holly Hill lined.

SECTION 2. The City of Hollywood has an active contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. The City desires to piggyback The City of Hollywood Bid Number IFB-0001-23-0T for the Sanitary Pipe Lining in various locations in Holly Hill, FL in an amount not to exceed $200,000.00.

SECTION 4. 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.

Attachment: Exhibit A - Resolution 2024-R-18 (2024-R-31 : Sewer Mains Emergency Pipe Lining)

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of APRIL, 2024.

Meeting History

Apr 9, 2024 6:00 PM **City Commission** **Regular City Commission Meeting** **Draft**

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

Powered by **Granicus**

Attachment: Exhibit A - Resolution 2024-R-18 (2024-R-31 : Sewer Mains Emergency Pipe Lining)

PROPOSAL

DATE: May 3, 2024

SUBMITTED TO: City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Attention: Antoine Khoury, PE

JOB LOCATION: Clean-CCTV

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

Nine Thousand Five Hundred Eighty-Three Dollars and No Cents ($9,583.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
24. Sewer main cleaning and TV inspection (6-inch through 12-inch)	1,343	LF	$ 5.00	$ 6,715.00
36. Bypass pumping (6- inch through 12-inch sewer)	2	DAY	$ 116.00	$ 232.00
46. Traffic control - flagman, each	12	HR	$ 94.00	$ 1,128.00
47. Traffic control - arrow board, each	2	DAY	$ 754.00	$ 1,508.00
			TOTAL	**$9,583.00**

NOTES:

1 Pricing based on pricing contained in contract between Inliner and City of Hollywood IFB-001-23-02
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature _____

Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

Attachment: Exhibit B – Inliner Solutions Cleaning and TV Service Proposal (2024-R-31 : Sewer Mains Emergency Pipe Lining)

PROPOSAL

DATE: May 3, 2024

SUBMITTED TO: City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Attention: Antoine Khoury, PE

JOB LOCATION: 5 Sanitary Sewer Lines

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of

Sixty-Eight Thousand Eight Hundred Fifty-Seven Dollars and No Cents ($68,857.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
2. Install CIP liner, 8-inch diameter gravity mains and reinstate laterals (up to 8 feet in depth)	1,343	LF	$ 47.00	$ 63,121.00
36. Bypass pumping (6- inch through 12-inch sewer)	4	DAY	$ 116.00	$ 464.00
46. Traffic control - flagman, each	24	HR	$ 94.00	$ 2,256.00
47. Traffic control - arrow board, each	4	DAY	$ 754.00	$ 3,016.00
			TOTAL	**$68,857.00**

NOTES:

1 Pricing based on pricing contained in contract between Inliner and City of Hollywood IFB-001-23-02
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digitial) of the rehabilitated sewer(s)

Signature _____

Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

Attachment: Exhibit C – Inliner Solutions Lining Service Proposal (2024-R-31 : Sewer Mains Emergency Pipe Lining)

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2023-2024

Requesting Department		Date
Public Works		5/6/20

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT(Round to $100's)
407-8110-580-64-00	24-WW-02 Golf Course Reclaimed Improvement	$ 27,000.0
407-8110-580-63-00	24-WA-01 Clear Well, Pumps and Piping	$ 17,000.0
407-8110-580-63-00	24-WW-06 Resurfacing of MH	$ 35,000.0
	Total	$ 79,000.0
		(Rounded to $100's)

ADD FUNDS TO ACCOUNT NUMBER:		
407-8110-580-63-00	24-WW-09 Sewer Main Pipe Lining	$ 79,000.0
	Total	$ 79,000.0
		(Rounded to $100's)

Purpose of Transfer: (include as much detail as possible)

The sewer gravity mains in three location has some damage due to being clay pipes that has developed a depressions in the pavements. All of these location are in need of lining to restore the sewer conveyance systen and stop infiltration and caving of the roadways. The from accounts are capital projects that has surplus funds due to completion of the projects and or the bids came in lower than expected.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine Khoury — Department Head Signature — 5-6-2024 — Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit D - Sewer Pipe Lining BAR (2024-R-31 : Sewer Mains Emergency Pipe Lining)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 14, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Indian River Contract ITB 2023056 with Precision Contracting Services, Inc., and Authorizing the City Manager to Execute Any Agreements with Precision Contracting Services; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-32**
APPLICANT:
PLANNER:

DISCUSSION:

The City maintains a robust computer network to support its community services. As the City grows and the computer network ages, communication network modifications and upgrades are required. The City currently has two projects underway requiring new communication modifications: a new fire station and the replacement of an aerial reuse pipe. Other future projects such as the water and wastewater resilience projects may also require communication modifications.

Indian River County, FL recently released ITB 2023056 and entered into a contract with Precision Contracting Services, Inc., for communication services. Precision Contracting Services, Inc. is a full service fiber optic infrastructure, networking, design and integration firm offering a variety of services including design, installation, integration, maintenance, asset management and training services. The agreement with the Precision Contracting Services, Inc., complete with pricing is attached as “Exhibit A”. Staff recommends that the City piggyback this bid to maintain and improve the communication systems for Holly Hill, FL. A signed document from Precision Contracting Services, Inc., allowing the City of Holly Hill to piggyback ITB 2023056 is included under "Exhibit B."

Current City of Holly Hill Purchasing Manual:

Policy 2.39 Other Government Entities’ Contracts.

The City may utilize (piggy-back) any other government entity’s open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity’s contracts is the be utilized, a copy of that contract shall be forwarded

to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

There is no annual fees affiliated with maintaining a piggyback agreement to maintain and repair the City communication network. Each capital project will fund communication improvements as needed and as approved by the City Commission. The contract will also provide emergency repairs as needed to maintain the City's communication network. Funding for these repairs are budgeted in General Ledger Account 001-1306-516-4601.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of the Precision Contracting Services, Inc., ITB 2023056 issued by Indian River County to support capital project and repairs as needed and authorize the City Manager or designee 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 THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES, INC.

ATTACHMENTS:

- Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (PDF)
- Exhibit B - CoHH Piggyback PCS Executed (PDF)

Resolution No. 2024-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City maintains a robust computer network to provide services to its residents that requires maintenance and modification services to remain in optimal condition; and

WHEREAS, Indian River County, FL has an active Contract Number ITB 2023056 with Precision Contracting Services, Inc., to provide for communication services; and

WHEREAS, The City desires to piggyback the Indian River County, FL contract ITB 2023056 with Precision Contracting Services for computer communication services as needed to support capital projects and maintenance throughout the City.

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

SECTION 1. The City desires to maintain robust communication network to provide City of Holly Hill services.

SECTION 2. Indian River County, FL has an active contract with Precision Contracting Services, Inc., for communication services.

SECTION 3. The City Commission approves the piggybacking of Indian River ITB 2023056 with Precision Contracting Services Inc. to improve and maintain the computer network in Holly Hill, FL capital projects and maintenance as budgeted annual or approved by City Commission.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

BOARD OF COUNTY COMMISSIONERS

September 29, 2023 via Email

Precision Contracting Services, Inc.
Attn: Mr. Brandon K. Boyd
15834 Guild Court
Jupiter, FL 33478
bboyd@pcsfiber.com

Dear Mr. Boyd:

Please find enclosed your executed copy of the agreement for ITB 2023056 – Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation. We look forward to working with you!

Sincerely,
Jennifer Hyde, CPPO
Purchasing Manager

Office of Management and Budget • Purchasing Division
1800 27th Street, Vero Beach, Florida 32960• (772) 226-1575•Fax: (772) 770-5140
E-mail: purchasing @ircgov.com

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called Owner) and Precision Contracting Services, Inc. (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Fiber Optic Engineering, Design, Material, Supplies and Installation

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation
Bid Number: 2023056
Project Address: Various throughout Indian River County

ARTICLE 3 - TERM

The term of the agreement is one year, with four additional one-year extensions available, subject to mutual agreement and determination that extension is in the Owner's best interest. Extensions will be offered 90 days prior to the end of the current contract term.

ARTICLE 4 - CONTRACT PRICE

4.01 Work shall be completed at the prices provided in the Contractor's bid, attached hereto as Exhibit 2. Where demonstrated to the County's satisfaction, unit prices may be adjusted annually by the Consumer Price Index-All Urban Consumers for the South Region ("CPI-U, South Region"), or in rare cases by extreme fluctuations in manufacturers' pricing (e.g. rapid run-up in price of copper). Any change to unit prices must be requested in writing, and with sufficient supporting documentation, no less than 60 days in advance of the proposed effective date, and must be approved by amendment to this agreement. The County will not unreasonably withhold approval of such increases that can be adequately verified.

4.02 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by the Owner, by which the Owner accepts Contractor's proposal for specific services and Contractor indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the Owner, and will reference this bid and the Contractor's proposal.

4.03 All services provided by the Contractor for the Owner shall be identified in Work Authorizations and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to

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be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

4.04 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the Owner as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written amendment to the Work Authorization, executed by both the Contractor and the Owner.

4.05 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the Owner, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Invoices

Contractor shall submit original invoices electronically, with all necessary backup, to the Information Services & Telecommunications (IS&T) Division. The IS&T Division will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Finance Department.

All billing invoices submitted to the County shall contain the following documentation and information:

a. Location (County work center and complete address) where work was performed
b. Owner-issued Purchase Order (PO) number
c. Name of the IS&T Division representative generating the service request
d. Contractor's trouble ticket number or T&M work sheet identification number
e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
f. Job start date, end date and time
g. Test results completed after installation as specified in Specifications, Section 7.2.5
h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

5.02 Method of Payment

Owner shall make only one payment for the entire amount of each work order, when the work has been completed. Upon a determination of satisfactory completion, the Owner's Project Manager will authorize payment to be made. All payments for services shall be made to the Contractor by the Owner in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.03 Acceptance of Final Payment as Release

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The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the Owner and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under this Agreement, or the Invitation to Bid.

5.04 Monthly Statements

The Contractor shall electronically provide the IS&T Division Manager with a monthly account statement. Account statements shall contain a detailed listing of all invoices presented to the Owner with an indication of the status (paid or unpaid) of each invoice.

ARTICLE 6 - INDEMNIFICATION

6.01 Contractor shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

(1) This Agreement;
(2) Work Authorizations/Purchase Orders
(3) Certificate(s) of Liability Insurance;
(4) Invitation to Bid 2023056;
(5) Addendum 1;
(6) Contractor's Bid Form;
(7) Qualifications Questionnaire;
(8) Drug Free Workplace Form;
(9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
(10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
(11) Certification Regarding Lobbying;
(12) Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement
(13) Written Amendments, executed by both parties, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such

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consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Volusia County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

A. IVolusia County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

(1) Keep and maintain public records required by the County to perform the service.

(2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the

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Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

386-248-9441
cityclerk@hollyhillfl.org
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 Owner and Contractor will adhere to the following, as applicable to this work:

A. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

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(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Further Compliance with the Contract Work Hours and Safety Standards Act:**

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. **Clean Air Act and Federal Water Pollution Control Act:**

(1) Clean Air Act.

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

F. **Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions

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on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or

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services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

H. **Domestic Preference for Procurements**
As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. **Access to Records** The following access to records requirements apply to this contract:
(1) The contractor agrees to provide Owner, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

K. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply will all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

L. **No Obligation by Federal Government**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

N. **Affirmative Steps:** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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O. **License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

Article 11: TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by Contractor and shall provide the Owner with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the Owner may have under this Contract or under law:
(1) if in the Owner's opinion Contractor is improperly performing work or violating any provision(s) of the Contract Documents;
(2) if Contractor neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
(3) if in the Owner's opinion Contractor's work is being unnecessarily delayed and will not be finished within the prescribed time;
(4) if Contractor assigns this Contract or any money accruing thereon or approved thereon; or
(5) if Contractor abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property.

B. Owner shall, before terminating the Contract for any of the foregoing reasons, notify Contractor in writing of the grounds for termination and provide Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the Owner.

C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, Owner may terminate this Contract by notifying Contractor in writing. Upon receiving such notification, Contractor shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the Owner may authorize Contractor to restore any work sites.

D. The Contractor shall be liable for:
(1) any new cost incurred by the Owner in soliciting bids or proposals for and letting a new contract; and
(2) the difference between the cost of completing the new contract and the cost of completing this Contract;
(3) any court costs and attorney's fees associated with any lawsuit undertaken by Owner to enforce its rights herein.

E. TERMINATION FOR CONVENIENCE: Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination Contractor shall,

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unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

(1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the Owner.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Owner may terminate this Contract if Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

Owner may terminate this Contract if Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 12, 2023 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY

By: _____
Joseph H. Earman, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
William K. DeBraal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:
Dan Russell
Director, Information Technology
1801 27th Street, Vero Beach, FL 32960
772-226-1698
drussell@ircgov.com

CONTRACTOR:

Precision Contracting Services, Inc

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:
15834 Guild Ct
Jupiter, Fl 33478

License No. ES0000245 EC13009874
(Where applicable)

Agent for service of process: _____

Designated Representative:
Name: Blake Boyd
Title: Treasurer
Address:
15834 Guild Ct
Jupiter, Fl 33478
Phone: 561-743-9737
Email: brboyd@pcsfiber.com

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Exhibit 1 to the Agreement – Specifications

The term "Asset Owner" in this Exhibit refers to the owner of the fiber assets, or other electronic equipment assets that are being serviced under any order resulting from this solicitation. Indian River County is soliciting this bid on its own behalf, but it is anticipated any award will also be utilized by the members of the Indian River Fiber Consortium ("Consortium"), which includes the County, the City of Vero Beach, and the Indian River County School District. No work may be completed on any Owner's assets without prior project-specific coordination with and authorization by that Owner.

This is not an exclusive agreement. Owner may, at its discretion, secure the services of other vendors for the work content represented in this agreement. Owner may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

Responsibilities

Owner's Responsibilities

Owner shall:

1. Order services on an as needed basis, by issue of a physical purchase order, or verbal issue of a (five-digit) purchase order number in cases of emergency.
2. Provide access to the work area.
3. Designate a Project Supervisor, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, inspection and acceptance.
4. Inspect the service upon completion of work to ensure that the work is acceptable.
5. Reserve the right to require the removal of any of the Contractor's employees from the project, if in the Owner's judgement, such removal is necessary to protect the Owner's interest.

Contractor's Responsibilities

The Contractor shall:

1. Coordinate all activities with the Owner's Project Supervisor on a daily basis.
2. Not substitute from the agreed upon installation plan or repair method, as well as the equipment to be used without prior written approval in the form of a Purchase Order Change Order.
3. Ensure that all equipment operators (including subcontractors) are competent in the use of assigned equipment.
4. Ensure that all personnel (including subcontractors) are in uniform at all time, and have on their body all of the required identification required within the contract.
5. Maintain a clean and professional work environment at all times.
6. Use full-time permanent employees for all of the following:
   a. PE services
   b. CADD services
   c. GIS services
   d. Clerical services
   e. ROW strand mapping, design and permitting
   f. Fiber optic cable installation
   g. Fiber optic cable terminating, splicing and testing

Utilization of Subcontractors

The use of subcontractors on the contract shall be strictly restricted to the following:

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1. Conduit installation – hand trenched, machine trenched or bridge mounted
2. Directional boring
3. Direct bury by plowing
4. Pull box installation
5. Pull box concrete installation
6. Innerduct installation
7. Pole riser installation
8. Detectable marking tape installation
9. Concrete pole installation
10. Communication or device cabinet installation
11. Route marker or ROW marker post installation
12. NexusWorx Data Entry
13. BICSI/RCCD services

Protection of Information

All information provided to the Contractor and its assignees in reference to work proposed or performed for the Owner, such as Organizational Data Network, ISP or OSP fiber optic infrastructure (topology, routes, segments, layout, or fiber connectivity points), Electronic Data, Printed Materials, GIS Shape Files, or Maps provided to the Contractor or any member of the Contractor's organization, is of a confidential and security sensitive nature, per U.S. Homeland Security requirements. **No information may be disclosed, disseminated, or otherwise allowed to be accessed by unauthorized personnel, without the specific written authorization of County and/or Owner**. Acceptance of a formal Non-Disclosure Agreement (NDA) is a prerequisite to commencement of work.

Permitting and Licensure Requirements

In addition to permits through Indian River County's Building Division, the Contractor may be required to obtain permits for work under this bid from the Florida Department of Transportation, and/or Florida East Coast Railroad. The price to be paid for permit(s) shall be based on the Contractor's actual permit cost. Contractor shall supply original permit(s) cost documentation to the Indian River County Information Technology Department requesting the service. Any Federal or State taxes paid by the Contractor to its suppliers for a permit(s) are not reimbursable by the County to the Contractor.

All work under this agreement will be payable at the per unit prices provided in Exhibit 2.

The groups of work are:

Group		Section(s)
1	Technical Labor	
2	OSP Construction Conduit, Pull Boxes and Junction Boxes	FDOT Standard Specifications for Road and Bridge Construction Section 630 FDOT Standard Specifications for Road and Bridge Construction Section 635
3	Fiber Optic Cable, Preterm Drops, Splicing Terminations.	FDOT Standard Specifications for Road and Bridge Construction Section 633

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4	Multi-Pair Cables	FDOT Standard Specifications for Road and Bridge Construction Section 633
5	NexusWorx Application – Fiber Documentation	Technical Labor (County Specification 852)

Warranty

The Contractor shall fully warrant all labor furnished hereunder against defect in workmanship for a period of ninety (90) days from date of delivery and acceptance by Owner. Equipment furnished hereunder must be warrantied against defect in materials for a period of one (1) year from date of delivery and acceptance by Owner. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, Contractor shall repair or replace same at no cost to Owner, immediately upon written notice from the Purchasing Division.

Worksite Safety / Security

Contractor shall at all times guard against damage or loss to the property of the Owner, Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, Contractor shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the worksite(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from Owner's property. Owner may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

Specifications

1.0 Introduction

1.1 Owner Acceptance

1.1.1 Payment shall be rendered **ONLY** upon Owner's acceptance of said service. Acceptance is defined as a receipt signed by the designated Owner representative(s), as acknowledgement of services rendered.

1.2 Scope

1.2.1 This exhibit delineates the requirements for the material, labor and support services to be provided.

1.2.2 The Contractor shall, on an as needed basis, be responsible for the integration, supply and/or installation, connection, and maintenance/repair of the Owner's enterprise network systems, OSP (outside plant), various types of fiber optic cable, equipment and supplies, and general network-type cabling systems. The Contractor may be required to also provide the same or like services, on an as needed basis, in support of new Owner-owned buildings and facilities.

1.2.3 There are approximately 47 plus Owner facilities where these services may be required. Other sites may be added during the term of the contract, dependent on Owner needs.

1.2.4 The reference to "47 plus" Owner facilities is solely provided for informational purposes. The Contractor will be required to provide services as specified, on a time and material basis, anywhere geographically within Indian River County.

1.2.5 The overall scope includes, but is not limited to, providing and/or installing (including: inter-building, intra-building, fiber optic cabling) fiber optic equipment, and maintenance/repair

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services. When practical and possible, the Contractor shall utilize existing cable runs and conduits, unless directed otherwise by IS&T.

1.2.6 Indian River County IS&T Division ("IS&T") will periodically notify the Contractor of required work to be performed.

2.0 Specifications – General

2.1 Qualifications of Bidders

2.1.1 Contractor must maintain the qualifications listed in the Invitation to bid, under Permitting and Licensure Requirements.

2.2 Pricing

2.2.1 IS&T reserves the right to utilize this agreement for the purpose of obtaining material only, obtaining labor only, or obtaining a combination of material and labor at the unit prices offered in Exhibit 2.

2.3 Acceptance

2.3.1 Any discrepancies in equipment, defects in cabling, operational difficulties or other problems encountered during final testing, and post operation evaluation shall be furnished to the Contractor in writing, per project phase.

2.3.2 Resolution of these items to the satisfaction of the Owner, is required prior to system acceptance. IS&T staff shall verify each of the major components, including, but not limited to, performing random testing of the fiber optic cable.

2.3.3 The date of "acceptance" is defined as the date all required cabling, material, and associated hardware have been installed, tested, operationally activated (when requested), and the required documentation has been presented to the Owner, and all identified discrepancies have been satisfactorily completed on a per-project basis.

3.0 Project Specifications – Non-Technical

3.1 Material and Workmanship

3.1.1 The Contractor shall schedule and coordinate all installation, rearrangement, removal, or repair activity of any/all equipment, through IS&T.

3.1.2 All work shall be performed in a professional manner that is compatible with the Owner's normal business.

3.1.3 The Contractor shall comply with all applicable national, Federal, State, and local rules, regulations, codes, and standards for safety, building, electrical, fire, communications low voltage wiring, and installation work. The Contractor also understands and agrees that all equipment and/or services provided to the Owner, shall comply with specifications set forth in the applicable sections of the Federal Communications Commission Rules and Regulations. In addition, work performed shall be in accordance with industry accepted practices and standards, such as those set forth in EIA/TIA, BISCI. Additionally, all cable, wire, and associated material and equipment provided and installed by the successful bidder, is to have been tested by an approved testing facility and listed for the intended use. Additional information relating to codes, etc., is contained in the following Section 3.1.4.

3.1.4 Installations/Products are to be in accordance with the following codes and standards. Where there is a conflict between the bid document and the applicable code, the most stringent shall govern:

a) American National Standards Institute (ANSI). TIA/EIA – Telecommunications Industry Association/Electronics Industries Association

b) ANSI/TIA/EIA-569-A – Commercial Building Standard for Telecommunications Pathways and Spaces, latest editions

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c) ANSI/TIA/EIA-606 – The Administration Standard for Telecommunications Infrastructure of Commercial Building, latest edition

d) ANSI/TIA/EIA-607 – Commercial Building Grounding and Bonding Requirements for Telecommunications, latest editions

e) ANSI/TIA/EIA TSB 72 – Centralized Optical Fiber Cabling Guidelines

f) ANSI/TIA/EIA TSB 75 – Additional Horizontal Cabling Practice for Open Offices

g) ANSI/NFPA 70 Article 318 – Cable Trays

h) American Society for Testing and Material (ASTM)

i) Building Industry Consulting Service International (BISCI)

1. "Telecommunications Distribution Methods Manual"
2. "Telecommunications Installation Manual"
3. "Customer-Owned Outside Plant Design Manual"

j) Underwriters Laboratories (UL)

k) Federal Communications Commission (FCC)

l) Americans with Disabilities Act Requirements (ADA)

m) Occupational Safety and Health Administration Regulations (OSHA)

n) National Fire Protection Association (NFPA)

o) Institute of Electrical and Electronic Engineers (IEEE) Applications standards including, but not limited to, LAN Standard for Ethernet IEEE 802.3

p) National Electrical Manufacturers Association (NEMA)

q) National Electrical Code (NEC)

r) National Electrical Safety Code (NESC)

s) ISO/IEC – International Standard Organization and International Electro technical Commission

3.1.5 All cable, equipment, material, components provided by the Contractor, shall be guaranteed to be new. The Owner reserves the right to supply any/all cable, equipment, material or components out of existing stock.

3.1.6 No cable, equipment, material, components shall be borrowed, substituted, or removed without the express knowledge and consent of IS&T.

3.1.7 See Worksite Safety/Security listed under Technical Specifications – Contractor's Responsibilities

3.1.8 The Contractor shall insure that all personnel assigned to projects have the expertise to perform the services, and have the ability to operate any and all tools and equipment utilized in conjunction with this service, and all personnel on a jobsite have appropriate identification clearly identifying the individuals and the firm they represent available upon request. NOTE: All Contractor employees and all subcontractors employed by the Contractor, shall be required to comply with the Owner's ordinance/policies regarding access to Owner facilities and as such, shall be required to comply with those requirements prior to having access to Owner facilities.

3.1.9 All inside/outside plant installation personnel for inside plant cabling, shall be required to wear uniforms on-site. The company's name shall be predominately displayed. Owner vendor badges shall be worn at all times.

3.1.10 The Contractor is solely responsible for obtaining all permits for all work requests. The Owner shall reimburse the Contractor for the actual cost of the permits. For projects associated with new facilities under construction, the Contractor is required to obtain "stand alone" permits. Sub-permits, under the General Contractor's permits will not be allowed unless specifically approved by the County's Public Works Department in writing. Additionally, the Contractor is solely responsible for any/all costs associated to repair any

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items or Owner facility, structure, and/or property which become damaged by the Contractor's installation activity.

Any and all equipment, material, components, cable, etc., provided, installed and operationally activated by the Contractor that is deemed unacceptable by the Owner or does not comply with the specifications herein and rules, regulations, codes, ordinances, or standards as indicated in other sections of this document, shall be replaced with appropriate and compliant products by the Contractor, prior to system acceptance, at no cost whatsoever to the Owner.

3.1.12 All installed backbone fiber cabling shall be end to end tested. Fiber links shall meet the EIA/TIA requirements for connector mated pair reflection loss and splice loss as applicable.

3.1.13 Consumables – Items used for the installation of fiber infrastructure that are expended to complete an installation process are the sole responsibility of the Contractor. Examples of these items are: jet line, electrical tape, label tape, solvents, cleaners, cable lube, polishing paper, etc.

3.2 Manuals and Documentation

3.2.1 It shall be the responsibility of the Contractor to provide the as-built documentation. As-built information should be understood to be part of the work units authorized by Owner. Because as-builts are part of the scope of work for each project, final payment will not be made to the Contractor until the drawings are received and approved by the Owner.

The requirements contained below address some of the data collection processes and methodologies for the outside plant (OSP) as-built documentation.

a) All OSP infrastructures shall be documented utilizing GPS instruments as construction occurs.

b) Provide positioning data for trench deployment. Documentation shall include conduit support infrastructure description, when installation is different than the standard 2" conduit or when more than a single conduit is laced underground, as well as placement. GPS coordinates shall be taken at 150 foot intervals and/or at any running line changes, infrastructure changes (manhole, hand holes, pull boxes, cabinets, and terminations) or other points, as necessary.

c) Provide positioning data for directional bores. Documentation shall include GPS coordinates for each rod length with its corresponding depth. Other points shall be documented as necessary.

d) Provide positioning data of aerial infrastructure by taking GPS coordinates of each pole. Documentation shall include attachment details such as pole type, pole class, riser conduit, height of attachment (HOA), etc., as well as any aerial slacks and aerial splices between poles.

e) Provide positioning data of service loops with slack length, as well as the sequential cable length markings at each splice vault, pull box, terminations or other points.

f) All GPS datasets ported to GIS features classes shall be projected in the NAD 1983 HARN State Plan Florida East FIPZONE 0901 coordinate system, with the unit of measure being U.S. Foot.

g) All GPS points shall have sub foot (< 12 inch) accuracy for horizontal (X, Y) and vertical (Z) axis, unless otherwise specified.

h) Submit as-built data as ESRI file geodatabase. Line and point attributes shall be appropriately formatted and accurately recorded.

4.0 Service Requirements

4.1 Customer Service

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4.1.1 Owner requires that the Contractor provide qualified installation, maintenance, repair, and support services, from a service center which shall permit adherence to the service response time frame requirements identified in paragraph 4.2.4.

4.1.2 The Contractor shall assign an Account Manager responsible for coordinating orders for installations, rearrangements, removals, repairs and for resolving billing discrepancies.

4.1.3 The Contractor shall provide an escalation list of names, addresses, and telephone numbers to the IS&T representative prior to Owner's execution of the agreement.

4.1.4 The Contractor shall have a Return Material Authorization (RMA) Program to include, at a minimum, the following:

a) Tracking number
b) Item description
c) Date initiated
d) Reason for return
e) Disposition of returned material
f) Expected resolution date

4.1.5 The Contractor shall have a Business as Usual (BAU) Program to include, at a minimum, the following:

a) Project tracking number with date
b) Brief description
c) Date initiated
d) Anticipated installation start/delivery
e) Anticipated construction completion
f) Responsibility/Ownership for completion (e.g. material delivery, additional information, engineering)
g) Daily updates of standard work request additions/completions and weekly status updates of ongoing projects type work requests.

4.1.6 Due to the importance of the Enterprise Network and the Voice Network, in the operation of the Owner's business, the Contractor is required to provide business recovery services to the County in the event of natural and/or other disasters.

4.2 INSTALLATIONS / REARRANGEMENTS / REPAIRS

4.2.1 All repairs shall be made using Original Equipment Manufacturer (OEM) components. Substitutes, unless designated as a replacement by the manufacturer of the equipment, are not acceptable.

4.2.2 The Contractor shall provide routine and emergency service as required and in accordance with manufacturer and warranty standards. Such action shall be continuous until the problem, or problems, are 100% corrected. There shall be no charge for any work that is covered under the warranty period. The Contractor shall be responsible for all warranty work even after the contract expires, if work/materials are still under warranty.

4.2.3 Should any condition exist which precludes or inhibits the Contractor's ability to satisfy the required response times, the Contractor shall inform IS&T in writing within twenty-four (24) hours.

4.2.4 The Contractor shall initiate repair, and time and material service, after the Owner requests service as follows:

Emergency Trouble Service -- Within three (3) hours of reported trouble and Owner's provision of an emergency PO *number* (written PO will be issued later), during normal business hours; Within six (6) hours on evenings, weekends, and holidays.

Time & Material Service -- Within five (5) workdays of requested work

4.2.5 Emergency Trouble Service: An Emergency Trouble Service is defined as the failure of the network backbone and/or passive/active network component which renders an entire area incapable of performing any of its functions (e.g., a zone, floor, or communications between sites).

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a) In the event of an Emergency Trouble Service situation, a trained and qualified technician shall be on-site within three (3) hours of request and notice of emergency PO number. Once a return to service plan is agreed upon, the items needed for the repair as described in Section 4.2.5.b. shall be on-site within two (2) hours.

b) The Contractor shall have fusion splicer, OTDR, 5,000 feet of 96 and 48 strand single-mode fiber, and 2,000 feet of 24 strand, multi-mode fiber cable in inventory for deployment to emergency repair.

4.2.6 Time and Material Service (BAU): Response to BAU requests shall be within five (5) workdays of the requested service.

4.2.7 Should any condition exist that would preclude or inhibit the Contractor's ability to satisfy the maintenance or order work activity within the above specified time frames, the Contractor shall notify IS&T immediately. Additionally, a description of the limiting or exempting condition(s) shall be provided to IS&T with a revised completion date of the required work activity. Furthermore, if such constraining conditions are temporary in nature, the Contractor shall indicate when and/or under what conditions he would again become fully compliant with required response times.

4.2.8 The County's normal working hours shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

5.0 Commencement of Work Notification

5.1 IS&T shall call the Contractor's service center, to report troubles and request all repair and maintenance service. IS&T shall provide the location and all pertinent information related to the trouble report, including the IS&T, (internal) trouble identification number.

5.2 IS&T shall contact the Contractor's service center via fax/e-mail, to request T&M service activity. The fax/e-mail transmittal shall contain all information necessary for scheduling and responding to the request, including location where work is to be performed, IS&T (internal) work request number, requesting IS&T contact person's name and telephone number, on-site (work location) contact name & telephone number, description of work activity to be performed, and/or listing of material to be procured and/or installed.

5.3 The Contractor shall provide to IS&T, a detailed status report on all open projects on a weekly basis. The report shall be delivered via email to the project contact for IS&T.

5.4 The Contractor shall meet (and/or discuss project activity/requirements) with IS&T representative prior to the commencement of any project. Furthermore, the Contractor's project manager shall keep IS&T representative advised of work progress from commencement through completion.

5.5 Upon request, the Contractor shall provide a complete itemized estimate, including scope of work, parts, professional services, etc., per project. These per project, estimates shall be approved in writing, by IS&T authorized personnel, prior to commencement of any project. Additionally, there may be instances where IS&T will request a "not-to-exceed" cost for material and labor on a specific project. The Contractor shall be required to provide the "not-to-exceed" cost then, if directed to by IS&T, to complete the specific project for no more than the "not-to-exceed" dollar amount submitted prior to work commencement.

5.6 For installed products, "Operational Date" is the date all station lines, network backbones, and campus network (when applicable) are fully operational and ready for use.

6.0 INVOICING AND BILLING REQUIREMENTS

6.1 Contractor shall submit original invoices electronically, with all necessary backup, to IS&T Division. IS&T will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Comptroller Division.

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6.2 All billing invoices submitted to the Owner shall contain the following documentation and information:

a. Location (Owner's work center and complete address) where work was performed
b. Owner-issued Purchase Order (PO) number
c. Name of the IS&T Division representative generating the service request
d. Contractor's trouble ticket number or T&M work sheet identification number
e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
f. Job start date, end date and time
g. Test results completed after installation as specified in Specifications, Section 7.2.5
h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

7.0 PROJECT SPECIFICATION - TECHNICAL

7.1 This "overall" project, with its individual work requests, shall consist of, but is not limited to, the procurement, delivery, installation and testing, of fiber optic cables, fiber optic cable terminations and terminating equipment and hardware, etc.

7.2 TESTING REQUIREMENTS

7.2.1 The Contractor shall be required to perform tests on all fiber installed, to ensure operational and technical conformity. Dispersion, splice loss, and optical time domain tests shall be performed on all fiber optic cable installed.

7.2.2 Dispersion, splice loss, and optical time domain tests, shall be performed on all fiber optic cable installed.

7.2.3 Each reel of fiber optic cable provided by the Contractor shall be accompanied by the manufacturer's test data showing the conformance to the requirements described herein. The manufacturer's test data shall identify each fiber in each cable and list its factory tested attenuation in decibels per kilometer. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table – Fiber Optic Cable Specifications (Section 7.5.2) included in this document.

Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process. The Contractor shall provide the County five (5) calendar days advance notice of the date the cable will be ready for final testing so that County staff may be present at the tests if staff elects.

7.2.4 The Contractor shall test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, kinks, anomalies, and appropriate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturers test data, the County will reject the cable. An electronic and hard copy shall be provided to IS&T prior to the fiber optic cable being installed.

7.2.5 After installation (splicing and termination) is complete, and if specified, the Contractor shall test the optical fiber in the cable again for the loss characteristics. Perform a uni-directional test on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). Single mode fiber that is a distance of five (5) miles or less shall be shot at a 1310nm wavelength. Single mode fiber that is greater than five (5) miles shall be shot at a 1550nm wavelength. Multi-mode fiber shall be tested at an 850nm wave length. Results of these tests shall be provided to IS&T in both a hard copy and electronic format for

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acceptance. Any failure that shows up on the Contractor's OTDR results may result in total replacement of the fiber optic cable. In addition, IS&T may also perform testing with an OTDR for testing result comparison. If any discrepancies are found, resolution of these items to the satisfaction of the County is required prior to system acceptance.

The Contractor shall notify the Owner in writing, five (5) calendar days in advance of the testing of the cable, so that the Owner staff may be present for the tests. Test result printouts shall include, but not limited to, the following:

a) Distance of trace
b) Total loss
c) Splice loss
d) Cable ID
e) Fiber ID
f) Beginning testing location
g) Fiber testing location
h) Operator/technician name or initials
i) Date and time test was performed
j) Test wavelength
k) Test pulse width
l) Re-factory index

The method of connectivity between the OTDR and the tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to length of 150% of the dead zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port, without the use of additional couplers.

The Contractor shall prepare and submit a test procedure for the pre-installation and post installation tests to the Owner for approval.

7.3 FIRESTOPPING

7.3.1 The Contractor shall be required to firestop all penetrations of floors and walls, including cable "riser" openings. All firestopping and sleeves provided shall comply with all local, state, and national codes, as may be amended.

7.4 OSP CONSTRUCTION CONDUIT – UNDERGROUND

7.4.1 General Requirements

a) Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.

b) Do not place more than the equivalent of four quarter bends or 360 degree of bends, including the termination bends, between the two points of termination in the conduit, without a pullbox. Obtain the Engineer's/Owner's approval to use corrugated flexible conduits for short runs 6' or less.

c) Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.

d) Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.

e) When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.

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f) When a conduit installation changes from underground to above-ground, make the change a minimum of 6" below finished grade.

g) Install an expansion fitting when conduit crosses an expansion joint of a structure.

h) Use couplings and expansion joints made of the same material as the conduit.

i) Ensure that all joints are made as specified by the manufacturer and are waterproof.

j) For installations not specifically shown, install the conduit in accordance with National Electrical Code (NEC) and/or National Electrical Safety Code (NESC) requirements.

k) When earth backfill and tamping is required, place backfill material in layers approximately 12" thick, and tamp each layer to a density equal to or greater than the adjacent soil.

l) When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).

m) Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.

n) Install conduit for electrical and low-voltage systems as shown on the plans or referenced to FDOT Design Standards, Index No. 17721. Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.

o) Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -32° to 130° F, without degradation of material properties.

p) Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.

q) Provide outer duct and innerduct with an outer diameter to a minimum wall thickness ratio that complies with ASTM – D3035, Standard Dimension Ratio (SDR) 13.5.

r) Provide outer duct and innerduct that meets or exceeds the following:

1. ASTM – D1238: Tensile Strength – 3000 PSI minimum Elongation – 400% minimum
2. ASTM – D1238: Melt Index – 0.4 maximum
3. ASTM – D1505: Density – 0.941 – 0.9 55 g/cc
4. ASTM – D1693: Condition B – 20% failure, maximum
5. ASTM – D2444: Impact – NEMA Standards Publication TC 7
6. ASTM – D3350: Cell Classification – 334420 or 34420

s) Provide outer duct and innerduct with the coefficient of fiction of 0.09 or less.

t) Provide 0.5 inch, pre-lubricated, woven polyester tape with a minimum rated tensile strength of 2,500 lbs.

7.4.2 HDPE Outer Duct

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Provide a factory lubricated low friction, coilable, high-density conduit constructed over high-density polyethylene (HDPE). Provide outer duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels and continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance. Include multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction, pull box, splice vault, or similar structure. Provide conduit spacers that are appropriately sized relative to the ducts.

7.4.3 HDPE Innerduct

Provide a factory lubricated, industry sized 1.5" or 2" inside diameter as listed in the plans, low friction, coilable, conduit constructed of virgin HDPE innerduct. Said innerduct shall conform to ASTM D – 2239 and meet the following minimum requirements: Smooth wall SDR – 11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ridged inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors subsequently uncoiled for installation without affecting its properties or performance. Innerduct shall be furnished in the following factory extruded colors: orange, white, black and yellow as specified. Red shall be reserved for electric.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduit shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

7.4.4 Secondary Underground Conduit

Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the Owner.

7.4.5 Above Ground Conduit

Furnish and install conduit for above ground use (a riser assembly on a utility service pole for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS), aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, as approved by the Owner.

Furnish and install Schedule 80 PVC conduit, aluminum or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C–80.1 and to Article 346 of the NEC. All aluminum conduits shall be aluminum 6063 aluminum alloy, T – 1 Temper, ANCI C80.5, and NEC 250.118 (2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for the above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate

metallic conduit (IMC) or thin – wall type electrical conduit shall be permitted for outdoor use.

Furnish and install galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic and or other suitable material to protect

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wiring installed in the conduit. The bushing shall have a compression–type grounding lug for bonding the conduit to the ground rod and pull box. Do not field drill ceilings bushings.

7.4.6 Conduit Placement – General

Place conduit (location and depth) as required by the FDOT Utility Accommodation Manual, the plans, or as specified by the Owner. If the required steps cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval of the Owner.

For underground conduit/duct requiring additional mechanical protection (e.g., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve/pacing, or other materials as required by the permitting agency and/or approved by the Owner.

After the installation of the innerducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a nonmetallic mandrel having a diameter of approximately 1", for use in 1.25" innerduct. If damage has occurred, replace the entire length of the duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 PSI for a minimum of 2 minutes.

No roadway pavement cuts will be allowed unless approved by the Owner. Conduit entrances into base–mounted field cabinets through the sides, back or top of the cabinet, are not permitted. All conduit attachments to rigid structures shall require the shop drawing/plan detail showing the attachment method for review.

Conduits terminating base mounted cabinet foundations shall extend a minimum of 2" above the foundation. All bends shall be at a 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawling in of cables without damage to insulation.

All new base mounted field cabinet foundations, shall have installed at least two (2) spare, empty 2" conduits, terminating a pull box.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall be in compliance with the NESC.

7.4.7 Conduit Placement – Multi-duct Installation in Outer Duct

Simultaneously, install the individual colored innerducts in the outer duct. Install the multi–duct conduits using an approved cable pulling lubricant.

Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or a cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of 2" above concrete services and 4" above crushed stone bases.

7.4.8 Conduit Placement – Splicing of the Conduit

Splice or join sections of conduit(s) using the manufacturer's recommended splice kits. Upon approval, a pull box may be installed at locations where splicing the coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the Owner on a project basis depending upon project requirements.

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7.4.9 Conduit Placement – Duct Plugs and Mechanical Ceiling Devices

Following the installation of conduit where the communications cable is not immediately installed, use a duct plug to seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with installation of the duct plug and provide a watertight seal.

7.4.10 List of Items for OSP Conduit – Underground

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

Conduit – 2" placed at 24", machine trenched, per foot.

Conduit – 2" placed at 36", machine trenched, per foot.

Conduit – 2" placed at 24", hand trenched, per foot.

Conduit – 2" placed 3", hand trenched, per foot.

Conduit – 2" extra pipe, per foot.

Placement – 1.25", innerduct, corrugated, colored, per foot.

Placement – 4W 1.25", HDPE colored, per foot.

MaxCell Innerduct – placement – 3 cell for 2" and larger conduits.
Include preinstalled color-coded pull tapes for identification, pre-lubricated.

Placement – cable direct bury, plow, 30" placement, per foot.

Placement – 2" HDPE, directional bore, per foot.

Placement – 2" HDPE, directional bore, special conditions, per foot.

Placement – 8" HDPE, directional or, underwater way <10001f, per foot.

Placement – 2" RGS per foot.

Placement – 4" RGS per foot.

Placement – 2" fiberglass, bridge mount, per foot.

Placement – 4" fiberglass, bridge mount, per foot.

Detectable Tracer Wire, per foot.
Furnish and install a 14 GA tracer wire for placement in conduit.

Detection – Detectable Marking Tape, per foot.

Detection – jet line, per foot.

ROW detection – ROW delineator marker post, orange, 6', per each.

Cable Route Markers

Furnish and install delineators that are tubular and designed and constructed of Type III HDPE material. Provide delineator assemblies that are ultraviolet stabilized, to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "IRC–IS&T FIBER OPTIC CABLING, CALL BEFORE DIGGING, 772–226–4357" printed black on orange reflective background material that will not fade or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

7.5 FIBER OPTIC CABLING AND RELATED ITEMS

7.5.1 General Requirements

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Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the Contractor. Provide all labor and equipment necessary to move inventory and to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the Owner.

7.5.2 Fiber Optic Cable Specifications

The following table presents the optical requirements of the single mode and multimode fiber:

Parameters	Single Mode	Multi
Type	**Step Index**	**Graded Index**
Core Diameter	8.3 µm (Nominal)	50 µm
Cladding Diameter	125 µm	125 µm
Core to Cladding Offset	≤0.8 µm	≤1.5 µm
Coating Diameter (OSP)	245 µm	245 µm +/-5 µm
Coating Diameter (IP)	900 µm ±15 µm	
Cladding – circularity	≤ 0.7%	
Proof Tensile Test	100 kpsi (0.7 GN/m^2)	
Attenuation		
@850 nm (MM)	N/A	≤ 3.5 dB/km
@1300 nm (MM)	N/A	≤ 1.0 dB/km
@1310 nm (SM)	≤ 0.4 dB/km	N/A
@1550 nm (SM)	≤ 0.3 dB/km	N/A
Bandwidth		
@850 nm (MM)	N/A	200
@1300 nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5 nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/nm^2 - km	
Maximum Dispersion	3.3 ps/(nm*km) for 1285–1330 nm <18ps/(nm*km) for 1550 nm	
Cut – Off Wavelength	1260 nm	
Numerical Aperture		
(EIA – 455 – 47)	NA	0.275

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

7.5.3 Fiber Optic Cable Outside Plant (OSP)

Provide outside plant cable (OSP) suitable for installation in an underground conduit environment including constant immersion in water for outdoor installations. The cable shall be provided and installed in continuous links. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by the Owner project supervisor.

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All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum–bending radius of ten (10) times its outer diameter during operation and twenty (20) times its outer diameter during installation, without changing the characteristics of the optical fibers.

All fibers are to be single mode unless specifically noted on plans by the Owner.

Unless specified otherwise, provide cable of water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes and all fibers shall be color coded in compliance with EIA/TIA – 598 "Color Coding of Fiber Optic Cables".

Jacket construction and configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, and sequential measurement markings at least every 3'. IRC-IS&T shall be marked on the jacket/sheath for agency identification.

Submit proposed cable designs for Owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable, to prevent entry of water.

Each fiber or group of fibers, shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is decoupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pull tension of 2700 N (600 pounds) under load condition and 600 N (135 pounds) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers. The outer jacket shall be UV and fungus resistant.

7.5.4 Cables Labeling

Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pull box, pole attachment, or entry into a termination facility. The tag shall be marked as "IRC-IS&T, FIBER OPTICS, 772-226-4357". These tags will be provided by IS&T.

7.5.5 Riser Cables up to 24 Fibers (Multimode OFNP)

In cables with more than one (1) fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.6 Riser Cables with more than 24 Fibers (Multimode OFNP)

The buffered fibers shall be grouped in twelve (12) fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

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7.5.7 Non-Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for riser cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.8 Plenum Cables up to 24 Fibers (Multimode OFNP)

The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.9 Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for plenum cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.10 List of Items for Fiber Optics Cabling

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan–outs, terminations, and fusion splices. The fiber-optic cables listed below shall conform to the specifications in section 7.5.2.

a) 12 fiber, SM, loose – tube construction (aerial placement or underground placement)
b) 24 fiber, SM, loose – tube construction (aerial placement or underground placement)
c) 48 fiber, SM, loose – tube construction (aerial placement or underground placement)
d) 72 fiber, SM, loose – tube construction (aerial placement or underground placement)
e) 96 fiber, SM, loose – tube construction (aerial placement or underground placement)
f) 144 fiber, SM, loose – tube construction (aerial placement or underground placement)
g) 24 fiber, SM, all dielectric self-supporting construction (aerial placement)
h) 48 fiber, SM, all dielectric self-supporting construction (aerial placement)
i) 96 fiber, SM, all dielectric self-supporting construction (aerial placement)
j) 144 fiber, SM, all dielectric self-supporting construction (aerial placement)
k) 24 fiber, SM, riser rated construction
l) 48 fiber, SM, riser rated construction
m) 96 fiber, SM, riser rated construction
n) 12 fiber, SM, plenum construction
o) 24 fiber, SM, plenum construction
p) 48 fiber, SM, plenum construction
q) 96 fiber, SM, plenum construction
r) 12 fiber, MM, plenum rated, tight buffer
s) 24 fiber, MM, plenum rated, tight buffer
t) 12 fiber, MM, plenum rated construction
u) 24 fiber, MM, plenum rated construction

7.6 Cable Pulling

Before starting any construction, all of the Contractor's personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State "One-Call" System requirements.

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Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound shall be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend, if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs.).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The Contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or the air pressure stipulated by the conduit manufacturer. In using the piston method, the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The Contractor shall insure that the fiber optic cable procured for this project, is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The Contractor shall also be responsible for ensuring that the type of conduit procured for this project, does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g. circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 Psi of air without leaks. Conduit splices are critical and shall not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants shall not be permitted for air-assisted blowing installation methods.

Fiber optic simplex duct plugs used with air-assisted blowing installations, shall require seals sized to the cable in order to prevent leakage from the pressure chamber around the entering cable.

General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

1. Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine. The conduit should not lose air pressure at any significant rate as determined by the Owner.
2. If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
3. Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the Owner's discretion, dry the conduit with dry airflow prior to cable installation.

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4. For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject the majority of the lubricant in front of the missile with some lubricant placed behind it.

5. Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100' of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.

6. Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.

7. Keep cable ends sealed at all times during installation, using an approved cable endcap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.

8. Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.

9. Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

a) Small fiber pull box 50 ft.
b) Large fiber pull box 200 ft.
c) Fiber splice box 200 ft.
d) Bridge barrier wall 20 ft.
e) Device cabinet 20 ft.
- Hub Building (Inside) 100 ft.
- TMC (OSP Entrance)100 ft. Maximum

f) Equipment/Control Room 50 ft. Slack at FO Distribution Panel

-OR- AS SPECIFIED BY THE COUNTY PROJECT SUPERVISOR

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a device cabinet, hub building, or RTMC, except during the actual pulling process.

7.7 Optical Splicing and Termination Requirements

Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions. Provide splice enclosures, organizers and incidentals, and cable and preparation tools and procedures, compatible with the cable type being delivered. Maximum allowable splice loss is .04db.

Each spliced fibers shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and have any bare fiber stripped of its coding.

The use of RTV or silicon is strictly prohibited.

7.7.1 Splice enclosures

Provide and install outdoor optical splice enclosures (3M 2178 or equivalent) capable of aerial, duct, or buried applications. The splice enclosure shall provide space enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations. Only one (1) cable per entry port

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shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping of backbone cable in and out while only cutting the desired fibers). The splice enclosure shall allow splicing of all fibers in the cables being terminated. The enclosure shall be waterproof and re-enterable, and shall be designed to protect the buffer tubes in the splice trays.

The splice trays within the enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

All pricing for fiber count splices as listed in Section 7.7.8, are to be inclusive of all necessary labor and materials needed to complete the job. This shall include, but is not limited to, labor, splice enclosures, trays, inserts, splice sleeves and all other hardware and consumables.

7.7.2 Interconnect centers

Furnish compact, modular interconnect centers (3M 8423 or equivalent) designed to mount (rack or wall) insight equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly into a 19" rack or wall mount unit that accommodate all fibers entering the splice tray and that shall provide sufficient space to prevent micro-bending of optical fibers.

All terminated fiber shall be tested with an OTDR in the fashion described Section 7.2.5.

All fiber optic terminations of OSP fiber shall be done in the manner of fusion splicing on a factory polished pigtail. All pigtails, as well as port plates, shall utilize the ST standard unless otherwise called for. All pricing for the termination of the following counts of fiber shall to be inclusive of all labor and materials needed to complete the job. This shall include, but not limited to, labor, enclosure, port plates, splice trays, inserts, splice sleeves, and all other hardware and consumables.

7.7.3 Splice slack

A maintenance loop at each pull box or fiber optic splice box, shall be at least 50' of cable (or as specified by the Owner Project Supervisor); this slack cable shall be coiled and neatly placed in the splice box. This shall allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10' of cable from each cable's entering the enclosure which shall be prepared and installed within the enclosure.

7.7.4 Splice loss

Individual splice loss shall not exceed .04 dB loss.

7.7.5 Installation slack

For all fiber runs, approximately 10% slack will be evenly distributed along the path for future emergency repairs or relocations. Aerial locations shall utilize "snow shoes" and underground shall utilize pull boxes.

7.7.6 Optical termination requirements

ST fiber optic connectors are standard for use on each project and shall be utilized by function in the following manner or as specified by the Owner Project Supervisor. Utilize ST type fiber optic connectors at the field device level. ST connectors shall be comprised of a ceramic ferrule, nickel plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications of this document. All inside plant (IP) assemblies shall meet NEC jacketing requirements and shall have outer jacket coloration of yellow for single mode. No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, and that bag shall have the submitted manufacturers part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the Owner.

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7.7.7 Patch Cords and Pigtails

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All pigtails shall have a 3mm outer jacket unless otherwise noted. All pigtails shall use the same glass manufacturer and core diameter as the fiber it is being fusion spliced to. All IP assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow and aqua for multi-mode. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, with the submitted manufacturer's part number marked clearly on the outside. Each assembly shall be labeled as directed by the Owner.

Optical Termination Losses:

Connector Type	Installation	Max. Loss	Return Loss
ST/SC/LC Single Mode	Field	0.30dB	>.40dB
ST/SC/LC Single Mode	Factory	0.25dB	>.45dB

7.7.8 List of Items for Optical Splicing and Termination

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan–outs, terminations, and fusion splices. The fiber-optic cables listed below must conform to the specifications in Section 7.5.2.

a) 12 fiber, SM/MM, termination
b) 24 fiber, SM/MM, termination
c) 48 fiber, SM/MM, termination
d) 72 fiber, SM/MM, termination
e) 96 fiber, SM/MM, termination
f) 144 fiber SM/MM, termination
g) 12 fiber, SM/MM, splice
h) 24 fiber, SM/MM, splice
i) 48 fiber, SM/MM, splice
j) 72 fiber, SM, splice
k) 96 fiber, SM, splice
l) 144 fiber, SM, splice
m) 06 fiber, SM, buffer fan-out kit
n) 12 fiber, SM, buffer fan-out kit
o) FO Connector – ST type, MM, Unicam connector
p) FO Connector – ST type, SM, Unicam connector
q) FO Closure – re-entry kit, cable preparation, up to 144 fiber, aerial or underground installation
r) FO Splice – OTDR test any wavelength, one direction, bare fiber
s) FO Closure – splice tray, fusion heat shrink, 12 fiber, 12" size
t) FO Closure – splice tray, fusion heat shrink, 24 fiber, 12" size
u) FO Splice – fusion splice, heat shrink <0.04 Db, OSP including detail as needed
v) OSP Aerial – messenger table, $^1/_4$", per foot
w) OSP Aerial – remove messenger cable, $^1/_4$", per foot

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x) OSP Aerial – pole attachment, loose tube, with J-hook concrete pole
y) OSP Aerial – pole attachment, loose tube, with J-hook wood pole
z) OSP Aerial – place pole riser, 2", RGS
aa) OSP Aerial – place pre-stressed concrete pole, 35', utility
bb) OSP Aerial – place pre-stressed concrete pole, 45', utility
cc) OSP Aerial – place pre-stressed concrete pole, 70', utility
dd) OSP Aerial – place down guy anchor, 6'

7.8. PULL BOXES

7.8.1 General Requirements

Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances. Pull boxes shall be lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All fiber optic pull boxes shall be of one piece box construction. Approved fiber optic pull boxes for use in a fiber optic environment are as follows:

Fiber optic pull boxes shall be manufactured of a composite mixture of polymer and concrete, and reinforced by a heavy-weave fiberglass, creating a material compressive strength of no less than 110 Psi. Each fiber optic pull box shall have a minimum design rating of 20,800 pounds, over a 10" x 10" area and be designed and tested to temperatures of -50° F.

Supply fiber optic pull boxes with a heavy-duty cover having a minimum elastic design load of 20,800 pounds over a 10" x 10" area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 pounds, performed as stated in AASHTO T280-87, "Standard Method of Testing For Concrete Pipe, Section, Or Tile", Section 5, and as referenced in ASTM C497. Supply a minimum of two (2) hex head bolts with washers to secure the cover to the fiber optic pull box. Any cover that has a length of above 39", shall be split or divided into two (2) equal lengths. Fiber optic pull box covers shall be embossed with "Fiber Optics" on the outside of the cover. fiber optic pull box covers shall have J-hook slots (1"W x 4"L). All pull box lids shall be embossed with "FIBER OPTICS".

7.8.2 Fiber Optic Pull Box Installation Process

Prepare the excavation a minimum 6"-12" deeper than the depth of the fiber optic pull box. Add a minimum 6" of crushed rock for drainage as required, to bring the top of the box to finished grade level.

Place fiber optic pull box in hole with top at grade level.

While fiber optic pull box cover is in place, fill and compact soil to grade level. If grade level is raised later, the fiber optic pull box can be pulled up and bricked at the bottom with one (1) brick per side [a total of four (4)]. The cavity produced by this raising shall be eliminated by the addition of crushed rock.

7.8.3 Fiber Optic Pull Box Installation Conduit Entry

Install 22.5º to 45 º conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

7.8.4 Fiber Optic Splice Vault

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The fiber optic splice vault shall be manhole type, concrete constructed, with a 1/4" x 36" diameter traffic steel cover (diamond plate) with intermediate beam supports. It shall have the dimensions of 48"H x 48"W x 48"D, and shall be an open bottom manhole with a concrete collar placed at grade 12" around the entire perimeter of vault 4" thick with reinforced steel mesh.

7.8.5 List of Items for Fiber Optic Pull Boxes

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

a) Pull Box – concrete, 4'H x 4'W x 4'D, with steel lid
b) Pull Box – composite construction, 24"H x 36"W x 24"D, with composite lid
c) Pull Box – composite construction, 24"H x 36"W x 24"D, traffic rated with composite lid
d) Pull Box – composite construction, 17"H x 30"W x 12"D, with composite lid
e) Pull Box – composite construction, 17"H x 30"W x 12"D, traffic rated with composite lid

7.9 OUTSIDE PLANT CABINETS

7.9.1 General Requirements

Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pickup site delivery, validation, power hookup, and all required appurtenances for complete and operational cabinet. Cabinets shall provide an environmentally secure enclosure to house (ITS) Intelligent Traffic Systems field equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal service, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment. The unit price for an installed detector cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the detector cabinet on said foundation and/or slab. The installed detector cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

7.9.2 Field Device Cabinet Type II (336S Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

a) Size: Outside dimensions shall be approximately 46"H x 24"W x 24"D;
b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;
d) Equipment Racks: One 19" equipment rack, adjustable 4-post design with 5/8" - 5/8" – 1/2" spacing, with holes tapped for #12-24 screws. A rack-mounted drawer shall be included with the rack;
e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting and outlets;
g) Surge Protection:

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1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20ºs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40ºF to 185ºF (-40ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 4.5" x 2.9" x 2.3".
2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40ºF to 185ºF (-20ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.

h) Common Grounding System: A floor mounted 12-position ground bar shall be provided with the cabinet.

i) Cabinet Construction:
1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
3. Doors shall have NEMA 3R rated with neoprene gasketing, for maximum equipment protection, and shall have heavy-duty 3-point hardware on all doors.
4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.3 Field Device Cabinet Type III (332 Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

a) Size: Outside dimensions shall be approximately 66"H x 24"W x 30"D;

b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;

c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;

d) Equipment Racks: One 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" – 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack;

e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;

f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;

g) Surge Protection:
1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20ºs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40ºF to 185ºF (-40ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D.

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2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40ºF to 185ºF (-20ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.

h) Common Grounding System: A floor mounted, 12-position ground bar, is to be provided with the cabinet;

i) Cabinet Construction:

1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware on all doors.
4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.4 Hub Cabinet Type IV (Model 336S Special)

Install cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The cabinet shall meet or exceed the following minimum requirements:

a) Size: Outside dimensions shall be approximately 48"H x 24"W x 24"D;

b) Cabinet Configuration: The cabinet is a single door cabinet with one (1) NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet;

c) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;

d) Electrical Outlets: One (1) duplex (GFI) receptacle shall be included with every cabinet;

e) Equipment Racks: One (1) 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" – 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-guage steel base plate with hook and loop fasteners. Four (4), two (2) front, two (2) rear 19" horizontal cable management guides and four (4), two (2) front, two (2) rear vertical cable management guides that shall run the vertical length of the rack;

f) Air Handling / Filtration: The cabinet shall contain two (2) thermostatically controlled fans, 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;

g) Power Distribution: The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet and shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet;

h) UPS: The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high;

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i) Surge Protection: Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20ºs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements;

1. Ambient temperatures of -40ºF to 185ºF (-40ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D;
2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz;
3. A 19" DIN rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40ºF to 185ºF (-20ºC to 85ºC working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D

j) Common Grounding System: A floor mounted 12-position ground bar is to be provided with the cabinet.

7.9.5 Outer Cabinet Construction

The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.6 Inner Cabinet (NEMA 4) Construction

The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20"W x 24"H x 12"D. The cabinet shall be constructed of 16-guage stainless steel or other non-corrosive material. The cabinet shall contain one 12-guage mounting plate with 10"-32" x 2" treaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

7.9.7 Device Cabinet Base

Install device cabinet base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall be specifically fabricated to accommodate the detector cabinet as specified within this Section A268. Neoprene gasketing shall be supplied by the device cabinet base vendor that shall be applied by the installation contractor between the base and the detector cabinet. The device cabinet base shall meet or exceed the following minimum requirements:

a) Outside dimensions shall be approximately 16"H x 40"W x 24"D or 16"H x 24"W x 24"D;
b) Shall be fabricated from 1/8" aluminum;
c) Shall have an epoxy powder coating;
d) Shall have a front access panel with captive stainless steel screws;
e) Shall have an open top and open bottom, each with a 2" lip for mounting and/or attachment of the detector cabinet;
f) Shall have a conduit mounting plate of same size (width and depth), made of 1/4" stainless steel 316.
g) All screws and hardware shall be stainless steel. 7.9.8 Base Plate

All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of 1/4" stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the pedestal at a minimum depth of 11/4". There shall be two sizes of base plates, 18" x 12" and 10" x 10". The Contractor shall install the engineer's system manager supplied base plates where noted and/or depicted within the plan set.

7.9.9 Hub Cabinet Type VI (Master Hub Cabinet)

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Install a master hub cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (e.g., gigabit ethernet switches, 10/100 ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper operating conditions for installed equipment and shall be furnished by the system manager.

The master hub cabinet shall meet or exceed the following minimum requirements:

a) Size: Dimensions shall be approximately 104"H x 108"W x 77"D;

b) AC Unit/Cooling Unit: The cabinet shall have an AC unit/cooling unit(s) with a minimum total cooling capacity of 20,000 BTUs. The AC unit/cooling unit(s) shall be designed specifically for outdoor electronic enclosures and shall be designed for a fully-gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free;

c) Lighting: The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet;

d) Electrical Outlets: Two (2) separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two (2) separate standard duplex outlets shall be supplied for equipment power;

e) Equipment Racks: Two (2) 19" EIA equipment racks with two (2) vertical and four (4) horizontal cable management panels per rack, placed as specified within the plan set;

f) Ladder Racks: Ladder rack cable management system as depicted within the plan set shall be provided;

g) Power Distribution: The cabinet shall provide for power distribution to all installed equipment racks, lighting and the air conditioning unit shall be provided;

h) Lightning Protection System: Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet;

i) Common Grounding System: A cabinet grounding system shall be provided;

j) Cabinet Monitoring System: A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke, and door alarm).

7.9.10 Construction

Construct a flat, level, concrete base, meeting the requirements for Class 1, non-stressed concrete and shall be accepted according to Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal 8" above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

7.9.11 Method of Measurement

The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A268-4.1) shall be paid as each is installed. The Detector cabinet base installed shall be an appurtenance of the Type IV Detector Cabinet. The unit price for each master hub cabinet installed shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The engineer's system manager will supply the cabinet assemblies as specified in the contract.

7.9.12 List of Items for Outside Plant Cabinets

Communications Cabinet – 35"H x 24"W x 22"D, with concrete base
Communications Cabinet – 51.25"H x 20"W x 18"D, with concrete base

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Communications Cabinet – 37"H x 20"W x 17"D, with concrete base
Device Cabinet Type 332 - 66"H x 24"W x 30"D, with concrete base

7.10 County Specification 852 – NexusWorx Fiber Documentation

7.10.1 Description: The requirements contained herein address the technical data entry of OSP and ISP fiber optic systems documentation records updates, into the Indian River County BOCC – NexusWorx Portal Fiber Optic Documentation Application. The data / information being entered into the IRC NexusWorx Portal application is U.S. Homeland Security sensitive information, and will not be shared or discussed with other organizations or persons without the written authorization of Indian River County BOCC and the County Attorney's Office.

7.10.2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover fiber optic systems documentation update work as requested by the Owner. This will include but not be limited to entering technical information / detailed data provided by the Owner such as fiber optic as-built diagrams, fiber optic splice plans, technical drawings, MS Visio application drawings, etc... into the NexusWorx application portal site for update of IRC NexusWorx fiber documentation system. This technical documentation work will include additions to the IRC / IRC Fiber Consortium fiber optic network grid, modifications / changes that were made in the field by IRC fiber contractors, changes that were made by IRC Telecommunications department personnel. The data entry tasks include corrections or updates to existing data fields.

Data entry will involve updates and additions required to document individual fiber optic strand connections contained within each fiber optic cable, in the IRC / IRC Fiber Consortium fiber optic network grid. General data entry component groups in the NexusWorx portal application include, but are not limited to: Fiber Optic Cable Route, Fiber Optic Conduit, Fiber Cable Cabinet Site, Fiber Cable Splice Site, Fiber Cable Pull-box Site, Fiber Connectivity, GPS Location Coordinates Data Entry, and Fiber Access Points.

The labor classifications listed below will be in-house staff to your firm. Sub-Contracting or Assignment of this IRC fiber bid group is not allowed, due to U.S. Homeland Security concerns. The description of work that might be performed by someone in the following labor categories is typical. The technical educational and experience level is suggested and not necessarily required.

7.10.3 Fiber Optic Data Entry Technician: The individual in this position will interact directly with the Owner, and no one else, on any issues or questions which may arise, without making assumptions on the data entry, or format being applied. Direction of all information / data to be entered into the NexusWorx Portal application will be taken from the Owner.

a) **Duties:** The duties of this individual include, but are not limited to the following:
   - ✓ Review plans and specifications with Owner prior to update of NexusWorx data entry related to an IRC / IRC Fiber Consortium fiber project
   - ✓ Accurate and timely information / data entry into the NexusWorx Portal application. The Owner will provide application login credentials to all NexusWorx Editor Access level personnel. NexusWorx Portal login passwords and/or application login credentials are assigned to a specific Fiber Optic Data Entry Technician only, and may not be shared or divulged to other unauthorized persons.
   - ✓ Report any /all information data entry problems to the Owner in a timely manner
   - ✓ Update the Owner with project status each day so scheduling can be adjusted based on progress
   - ✓ Must have a clear understanding of fiber optic networks and fiber network documentation systems, covering aerial, underground, and inside plant environments. Must be capable of reading and comprehending project plans & specifications, with the ability to apply this understanding to enter

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the technical information / data, effectively and accurately into the NexusWorx Portal application

e) **Troubleshooting**: Must be able to determine why the NexusWorx portal system is not accepting information updates or generating data entry errors, and notify the Owner of a problem that cannot be quickly corrected by the technician.

f) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry standard OSP & ISP fiber optic documentation systems and understanding how fiber optic systems cabling and individual fiber optic strands are visually represented and inter-connected in the fiber optic documentation environment.

g) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.

h) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B. FBI / CJIS level 2 Certification is highly recommended. Successful completion of NexusWorx End User Training / Certification Course provided by Byers Engineering Inc. is a prerequisite for the Fiber Optic Data Entry Technician. A copy of the NexusWorx End User Training course completion certificate must be provided to the Owner before access to the IRC NexusWorx Portal will be provided. All costs associated with registration, travel, and successful completion of the NexusWorx End User Training / Certification course will be completely at the Contractor's expense. Below is a brief description on the NexusWorx End User Training course. Course costs will vary, depending on Byers Engineering Inc. Training Course specifications.

   Byers Engineering has provided the following pricing for **NexusWorx End User training:** $4,200 (3 day course) – This covers the cost for standard 3 day training course for NexusWorx Editor Level. If training needs to be broken up into non-sequential sessions, the first day cost is $1,750. Each additional sequential day is $1,200. The training course will be conducted either by remote access or on-site at a location provided by the customer with internet connection and space adequate to support the attending trainees all with their own laptops or Windows PC's with internet access. Training for NexusWorx Application Editors is limited to one plus the number of NexusWorx Application subscriptions purchased. A total class size is limited to no more than 7 trainees for any class.

7.10.4 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

Item No. 852-3 Labor – Fiber Optic Data Entry Technician, (per Hour)

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Exhibit 2 to the Agreement – Pricing

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Precision Contracting Services, Inc

Bid Form – Addendum 1

Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid #:	2023056	
Bid Opening Date and Time:	July 25, 2023	2:00 P.M.
Bid Opening Location:	Purchasing Division 1800 27th Street Vero Beach, FL 32960	

The following addenda are hereby acknowledged:

Addendum Number	Date
Number One	July 17, 2023

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following (Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	$ 275.00
GR-1-2	BICSI Registered Communications Distribution Designer	HR	$ 230.00
GR-1-3	CADD Operator	HR	$ 150.00
GR-1-4	Clerical Support Services	HR	$ 65.00
GR-1-5	OSP GPS Survey	MILE	$ 1,750.00
GR-1-6	OSP GIS Technician	MILE	$ 1,500.00
GR-1-7	OSP ROW Strand Mapping	MILE	$ 1,350.00
GR-1-8	OSP ROW Design and Permitting	MILE	$ 3,000.00
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	$ 165.00
GR-1-10	Commercial Cable Installer (Onsite)	HR	$ 145.00
GR-1-11	Commercial Duct Installer (Onsite)	HR	$ 150.00

PCS

PCS
PRECISION CONTRACTING SERVICES INC.
Precision Fiber Optic Systems
15834 Guild Court, Jupiter, FL 33478

ORIGINAL

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Addendum 1 Bid Form

Bidder Name: Precision Contracting Services, Inc.

	Group 2 OSP Construction Conduit, Pull and Junction Boxes	Per	Unit Price
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	$ 10.00
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$ 11.00
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$ 12.00
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$ 12.50
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	$ 5.00
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$ 2.75
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	$ 12.50
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$ 7.00
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$ 7.75
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$ 8.50
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$ 6.25
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	$ 7.50
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	$ 22.00
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$ 35.00
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	$ 195.00
GR-2-16	Conduit, 2" GRS, (F&I)	LF	$ 20.00
GR-2-17	Conduit, 4" GRS, (F&I)	LF	$ 25.00
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$ 75.00
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	$ 95.00
GR-2-21	Detectable Tracer Wire (F&I)	LF	$ 1.00
GR-2-22	Detectable Marking Tape (F&I)	LF	$ 0.85
GR-2-23	Jet Line (F&I)	LF	$ 0.50
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	$ 115.00
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	$ 125.00
	Pull Boxes and Junction Boxes		
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	$ 9,575.00
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	$ 1,525.00
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	$ 1,625.00
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	$ 1,025.00
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	$ 1,125.00
GR-2-31	Pull Box Apron – for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	$ 750.00
	Outside Plant Cabinets		
GR-2-32	Communications Cabinet – Small ~~35"H x 24"W x 22"D~~, with Concrete Base (Furnished and Installed) Add #1 - Excludes Taxes	EA	$ 12,100.00
GR-2-33	Communications Cabinet – Large ~~51.25"H x 20"W x 18"D~~, with Concrete Base (Furnished and Installed) Add #1 - Excludes Taxes	EA	$ 18,300.00
GR-2-34	Communications Cabinet – Medium ~~37"H x 20"W x 17"D~~, with Concrete Base (Furnished and Installed) Add #1 - Excludes Taxes	EA	$ 18,945.00
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed) Excludes Taxes & Inspections	EA	$ 29,345.00
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	$ 575.00

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Addendum 1 Bid Form

Bidder Name: Precision Contracting Services, Inc.

	Group 3 Fiber Optic Cable	Per	Unit Price
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF	$ 2.35
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF	$ 2.50
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF	$ 2.75
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF	$ 3.45
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF	$ 3.95
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	$ 3.25
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	$ 3.45
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	$ 4.15
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	$ 5.85
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	$ 7.90
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF	$ 2.35
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF	$ 2.50
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF	$ 2.75
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF	$ 3.45
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF	$ 3.95
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF	$ 3.50
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF	$ 7.15
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF	$ 7.25
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF	$ 11.95
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF	$ 21.50
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF	$ 23.75
	Fiber Optic Cable - ISP	**Per**	**Unit Price**
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF	$ 4.35
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF	$ 4.95
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF	$ 8.25
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF	$ 12.50
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF	$ 19.00
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF	$ 4.00
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF	$ 5.50
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF	$ 11.00
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF	$ 16.25
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF	$ 20.50
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF	$ 5.35
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF	$ 7.65
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF	$ 8.00
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF	$ 11.75
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF	$ 36.25
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF	$ 5.60
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF	$ 8.95
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF	$ 19.00
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF	$ 23.75
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF	$ 32.75

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Addendum 1 Bid Form

Bidder Name: Precision Contracting Services, Inc.

Group 3, continued			
	Fiber Optic Cable - Preterm Drops	**Per**	**Unit Price**
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	$ 1,325.00
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	$ 1,725.00
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	$ 1,225.00
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	$ 1,625.00
	Fiber Optic Splicing Terminations - ISP	**Per**	**Unit Price**
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	$ 1,425.00
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	$ 595.00
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	$ 2,475.00
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	$ 965.00
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	$ 4,595.00
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	$ 1,365.00
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	$ 8,895.00
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	$ 2,665.00
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	$ 10,895.00
GR-3-55	FO Splice Housing 48-144F (F only)	EA	$ 3,100.00
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	$ 8,435.00
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	$ 2,500.00
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	$ 75.00
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	$ 26.50
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	$ 85.00
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	$ 35.25
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	$ 125.00
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	$ 77.25
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	$ 75.00
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	$ 21.75
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	$ 75.00
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	$ 21.75
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	$ 75.00
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	$ 21.75
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	$ 27.15
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	$ 27.15
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	$ 27.15
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	$ 35.85
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	$ 27.15
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	$ 27.15
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	$ 26.50
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	$ 26.50

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Addendum 1 Bid Form

Bidder Name: Precision Contracting Services, Inc.

Group 3 - Continued			
	Fiber Optic Splicing Terminations - OSP	**Per**	**Unit Price**
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	$ 2,425.00
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	$ 365.00
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	$ 2,945.00
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	$ 425.00
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	$ 3,925.00
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	$ 510.00
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	$ 7,695.00
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	$ 675.00
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	$ 475.00
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	$ 50.00
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	$ 42.00
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	$ 85.00
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	$ 72.00
GR-3-91	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	$ 38.00
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EA	$ 15.00
	OSP Construction - Aerial	**Per**	**Unit Price**
GR-3-93	Messenger Cable 1/4" (F&I)	LF	$ 2.75
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	$ 1.00
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	$ 175.00
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	$ 150.00
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	$ 20.00
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	$ 20.00
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	$ 25.00
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	$ 175.00
~~GR-3-101~~	~~Wood Pole 45' Utility - For CCTV (F&I)~~	~~EA~~	~~$~~ —
~~GR-3-102~~	~~Prestressed Conc Pole 70' Utility For CCTV (F&I)~~	~~EA~~	~~$~~ —

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

Addendum 1 Bid Form

Bidder Name: Precision Contracting Services, Inc.

	Group 4 Multi-Pair Cables	Per	Unit Price
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	$ 4.45
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	$ 0.65
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	$ 4.25
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	$ 0.50
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$ 11.50
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	$ 5.65
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$ 4.50
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	$ 11.65
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	$ 21.00
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	$ 25.00
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	$ 37.00
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	$ 460.00
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	$ 790.00
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	$ 1,335.00
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	$ 75.00
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	$ 90.00
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	$ 12.50
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	$ 325.00
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	$ 275.00
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	$ 10.00
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	$ 12.50
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	$ 125.00
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$ 24.00
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	$ 250.00
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	$ 350.00
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	$ 34.50
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	$ 7.75
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	$ 1,275.00
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	$ 845.00
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	$ 175.00
GR-4-31	Cable Management Kit Vertical (F&I)	EA	$ 295.00
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	$ 6,620.00

Item Code	Group 5 NexusWorx Application – Fiber Documentation	Per	Unit Price
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	$ 150.00

Will your company extend these prices to other governmental agencies within the State of Florida? Yes ☑ No ☐

Attachment: Exhibit A - IRC Master Fiber Network Serv Contract ITB-2023056 (2024-R-32 : Communications Contractor Piggyback Services)

PIGGYBACK CONTRACT BY
THE CITY OF HOLLY HILL OF
THE AGREEMENT BETWEEN THE
COUNTY OF INDIAN RIVER AND PRECISION CONTRACTING SERVICES, INC.
ITB NUMBER 2023056 - ANNUAL BID FOR FIBER OPTIC ENGINEERING,
DESIGN, MATERIAL, SUPPLIES AND INSTALLATION

WHEREAS, Precision Contracting Services, Inc. (Vendor) was awarded ITB NUMBER 2023056 – Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation (Agreement) by the County of Indian River.

WHEREAS, the City of Holly Hill (City) desires to piggyback the Agreement.

WHEREAS, the Contractor is willing to allow the City to piggyback the Contract.

WHEREAS, the City and Contractor have agreed to the following non-substantive changes to the Contract to make the Contract applicable to the City.

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

1) Contractor hereby agrees to provide the City with the same terms and conditions of the above referenced contract. The City and Contractor hereby agree that the terms and conditions of the above described contract shall govern the contractual relationship between the City and Contractor except as otherwise modified below.

2) All references to **Indian River County** are deleted and shall be replaced with **City of Holly Hill**.

3) Section 9.05 is hereby amended to delete references to Indian River County and replace with Volusia County.

4) Section 9.06 is hereby amended to delete the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS REALTING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

(772) 226-1424
PUBLICRECORDS@IRCGOV.COM
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960

Attachment: Exhibit B - CoHH Piggyback PCS Executed (2024-R-32 : Communications Contractor Piggyback Services)

The following shall be inserted:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS REALTING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(386) 248-9441
cityclerk@hollyhillfl.org
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

5) Except as modified above, the terms and conditions of the Contract shall be applicable to and govern the working relationship between the City and Contractor.

CITY OF HOLLY HILL	PRECISION CONTRACTING SERVICES, INC.
BY:_____	BY:
TITLE:_____	TITLE: Vice President
DATE:_____	DATE: 5-8-24

Attachment: Exhibit B - CoHH Piggyback PCS Executed (2024-R-32 : Communications Contractor Piggyback Services)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 14, 2024**
FROM: **Joseph Forte**
SUBJECT: **Daytona Climbing Incentive Agreement and Amended Escrow**
NUMBER: **(ID # 4480)**
APPLICANT:
PLANNER:

DISCUSSION:

In 2011, the City of Holly Hill Community Redevelopment Agency purchased the property located at 627 Ridgewood Avenue for $350,000 for the purpose of eliminating a blighted property and to seek redevelopment of the property with a new building with a community purpose. Changes in the real-estate market has made it difficult to find a developer willing to purchase the property and construct a build and business acceptable to the city. In January, 2022, Daytona Climbing, known as 627 Ridgewood Avenue, now known as Route 1 Climbing approached the city staff with a plan to develop a building with a minimum footprint of 16,000 sq. ft for the purpose of an indoor rock climbing wall business and associate businesses.

With the development of Pictona, Flight Gymnastics, Volusia Indoor Sports complex, and Tasso's gym, Daytona Climbing is anticipated to be an exciting added physical fitness business operating in the City of Holly Hill.

At the time, the buyers, 627 Ridgewood, LLC, made an offer on the property of $200,000 in addition to an escrow payment of $50,000 that will be reimbursed upon the satisfactory completion of the project and a final certificate of occupancy. The City has received $200,000.00 for the sale of this property, which also included an additional $50,000, which has been placed in escrow with the city attorney. A revised Addendum to the purchase agreement along with an Escrow Agreement and Exhibit "B" was executed (attached) detailing the terms and conditions of the $50k incentive.

The revised Addendum requires that the developers to receive a Certificate of Occupancy from the City by May 30, 2026 for the development described in the original Exhibit "B". Failure to meet this requirement by May 30, 2026, the Escrow Agent is directed to release the $50k to the City.

Terms and Conditions of the Addendum and Escrow agreement as detailed in Exhibit "B" include the following:

1. Buyer must rezone the property to a Planned Development (in progress)
2. The project building shall be a minimum of 8,000 sq ft. as part of Phase I and 6,000 sq ft in a future Phase II
3. Building construction is consistent with the original proposal as described in the Planned

Development Agreement and Exhibit "B".

FISCAL ANALYSIS:

Release the $50k being escrow once the project receives a C.O. within 24 months. (May30, 2026)

STAFF RECOMMENDATION:

Approve the update Addendum, Exhibit "B" and Escrow Agreement as presented and authorize the city manager to execute.

COMMISSION GOAL:

N/A

MOTION:

Approve the update Addendum, Exhibit "B" and Escrow Agreement as presented and authorize the city manager to execute.

- Rock Climbing Addendum, Exhibit and Escrow Agreement (PDF)
- EXHIBIT B to Escrow Agreement (PDF)
- Amended Escrow Agreement (PDF)

HISTORY:

04/23/24 City Commission CONSENSUS TO BRING BACK TO CC

Mr. Forte stated the terms and conditions of the Addendum and Escrow agreement as detailed in Exhibit “B” include the following:

1. Buyer must rezone the property to a Planned Development (in progress)

2. The project building shall be a minimum of 16,000 sq ft. (the developer is proposal 8,000 sq ft in Phase I and 6,000 sq ft in a future Phase II)

3. Building construction is consistent with the original proposal. (However, the requirement of a second floor outdoor patio space and additional seating at the ground level is not proposed for Phase I.)

4. Fifty percent (50%) of the space is to be used for the rock climbing operations. The remaining space may be designated and constructed of leasing the space to other businesses whose uses shall be consistent with the CC1 and Overlay District and approved in the P.D. (This will not be part of Phase I.)

Based on the discussion amongst the Mayor, City Commission, Attorney Simpson and staff, there was ***consensus to give staff direction*** to bring the Daytona Climbing Incentive Agreement back at the next regular City Commission meeting on Tuesday, May 14, 2024 and to be included

in the Incentive Agreement no longer than 24 months to get the Certificate of Occupancy (CO). Before second reading, staff and Attorney Simpson will amend the Incentive Agreement and staff will have spoken to the applicant by that time, and hopefully he will come back with a date, staff will put his date in there. He may say six months, he may say six years. Whatever the date is he offers, staff will put it in there and then at the second reading the Commission will either agree or change it. This amendment to the Incentive Agreement will be on the same night as the second reading for the BPUD. Those four (4) elements that he read earlier will be included in the Incentive Agreement.

Mayor Via opened public participation. No one spoke.

(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).

Authentisign ID: B32FE25D-5173-EC11-94F6-281878CED430

ADDENDUM

WHEREAS, on the 11th day of January, 2021, the City of Holly Hill (City) and 627 Ridgewood, LLC (Buyer) have entered into a Purchase and Sale Agreement for the purchase of the Subject Property for a purchase price of $200,000.00.

WHEREAS, the City is selling the Subject Property to the Buyer due to the Buyer's proposed development plans for the Subject Property. The proposed development is described in Exhibit A hereto.

WHEREAS, the City would not sell the Subject Property for this purchase price if the Buyer was not going to develop the Subject Property.

WHEREAS, the City requires assurance that the Buyer will develop the Subject Property pursuant to development plans attached as Exhibit A within a reasonable time of acquiring title to the Subject Property.

NOW, THEREFORE, for and in mutual consideration provided herein and the terms and conditions of the Purchase and Sale Agreement, the undersigned parties hereby agree to the following:

1) At the closing of the transaction in the Purchase and Sale Agreement, the Buyer shall deposit $50,000.00 to be held by escrow agent, Scott E. Simpson, PA, pursuant to the terms and conditions herein and the Escrow Agreement attached as Exhibit B.

2) The terms and conditions of the Escrow Agreement shall be the following:

a) If the Buyer receives a Certificate of Occupancy from the City by June 28, 2024 for the development described in Exhibit A, the Escrow Agent shall release the $50,000.00 to the Buyer.

b) If the Buyer does not receive a Certificate of Occupancy from the City by June 28, 2024 for the development described in Exhibit A and deliver it to the Escrow Agent by July 8, 2024, the Escrow Agent shall release the $50,000 to the City.

3) The Escrow Agent shall be Scott E. Simpson, PA and shall serve according to the terms and conditions of the Escrow Agreement attached as Exhibit B.

City of Holly Hill

BY: _____

TITLE: City Manager

DATE: 1-11-2022

627 Ridgewood, LLC

BY: _____

TITLE: Managing Member

DATE: 01/11/22

Attachment: Rock Climbing Addendum, Exhibit and Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

Authentisign ID: B32FE25D-5173-EC11-94F6-281878CED430

Attachment: Rock Climbing Addendum, Exhibit and Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

EXHIBIT "B"

627 N Ridgewood Ave, Holly Hill, FL 32117

Requirements for the 627 Ridgewood LLC Project shall be:

1) Buyer shall request to rezone the Subject Property to a planned development (PD) zoning.

2) The Project shall be a building with a minimum footprint of 16,000 sq. ft. with a construction budget of approximately $2.5 million.

3) The building shall be constructed of a steel frame with a façade consistent with the Community Development Agency design standards. The Buyer shall request during the PD negotiation process for the building to have a ceiling height of 40 feet and will include as many windows on the west side facing Ridgewood Avenue as reasonably possible. The remaining space, where possible, will have a second floor outdoor patio space and additional seating at the ground level.

4) The Buyer will occupy at least 50% of the space of the building for its rock climbing operations. The remaining space may be designed and constructed with the intention of leasing the space to other businesses whose uses shall be consistent with the modified CC1 and Overlay District and approved in the Planned Development Agreement.

Joseph Forte Authentisign 01/11/22

Electronically Signed using eSignOnline™ [Session ID : 4f247505-7ae7-4bd4-8d89-6b2c33ed6631]

Authentisign ID: B32FE25D-5173-EC11-94F6-281878CED430

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into this 10 day of January, 2022, by and among CITY OF HOLLY HILL (City), 627 RIDGEWOOD, LLC (Buyer) and SCOTT E. SIMPSON, PA ("Escrow Agent").

RECITALS

WHEREAS, the Buyer is under contract to purchase from the City a parcel of vacant real property located at 627 Ridgewood Avenue, Holly Hill, Florida and with a legal description attached hereto marked as Exhibit A (Subject Property). Contract for S & P JF JJ

WHEREAS, the City agreed to sell the Subject Property for $200,000.00 due to the development project the Buyer proposed to construct on the Subject Property, a description of the project is attached as Exhibit B./Addendum JF JJ

WHEREAS, to insure that the project proposed by the Buyer is constructed, the City and Buyer entered into an Addendum to the Purchase and Sales Contract to require the Buyer to deposit a performance guarantee of $50,000.00 to be held in escrow.

WHEREAS, if the Buyer obtains a Certificate of Occupancy by a certain date for the project described in Exhibit B, the performance guarantee payment of $50,000.00 will be returned to the Buyer.

WHEREAS, if the Buyer fails to obtain a Certificate of Occupancy for the project described in Exhibit B by a certain date, the performance guarantee of $50,000.00 shall be paid to the City.

NOW THEREFORE, in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1
ACCEPTANCE OF APPOINTMENT AND DEPOSIT INTO ESCROW

Section 1.1 WHEREAS Recitals. The recitals in the above WHEREAS are hereby incorporated herein as is specifically set forth.

Section 1.2 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to hold and distribute all Escrow Funds in accordance with the terms and conditions of this Agreement.

Section 1.3 Deposit of Escrow Funds. Upon the full execution of this Agreement and at the closing of the Buyer's acquisition of the Subject Property from the Seller, the Buyer shall deposit the $50,000.00 performance guarantee to be held in the Scott E. Simpson Trust Account pursuant to the terms and condition of this Agreement.

Electronically Signed using eSignOnline™ [Session ID : 2d36ebec-3824-46fd-8aee-23914d351b2b]

Attachment: Rock Climbing Addendum, Exhibit and Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

Authentisign ID: B32FE25D-5173-EC11-94F6-281878CED430

ARTICLE 2
RELEASE FROM ESCROW

Section 2.1 Release of Escrow Funds. Escrow Agent shall release the $50,000.00 performance guarantee to the Buyer if the Buyer receives a Certificate of Occupancy from the City upon completion of the project described in Exhibit B on the Subject Property by June 28, 2024. In the event the Buyer does not obtain a Certificate of Occupancy from the City for the project described in Exhibit B on the Subject Property by June 28, 2024, the Escrow Agent shall release the $50,000.00 performance guarantee to the City.

The above determination by the Escrow Agent shall be based solely on whether the City has issued a Certificate of Occupancy for the project described in Exhibit B on the Subject Property by June 28, 2024, and a copy of said Certificate of Occupancy must be provided to the Escrow Agent by July 8, 2024.

Section 2.2 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between any of the parties, or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's reasonable satisfaction, the proper disposition of the Escrow Funds or the Escrow Agent's proper actions with respect to its obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instructions with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Funds held by Escrow Agent, and deliver the Escrow Funds for holding and disposition in accordance with the instructions of such court.

ARTICLE 3
RIGHTS/RESPONSIBILITIES OF ESCROW AGENT AND RELEASE OF ESCROW AGENT

Section 3.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax, (c) within one day after being sent by recognized overnight delivery service, or (d) within three business days after being mailed by certified U.S. mail, postage prepaid, and in each case addressed as provided for in the Contract. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed.

Electronically Signed using eSignOnline™ [Session ID : 2d36ebec-3824-46fd-8aee-23914d351b2b]

Attachment: Rock Climbing Addendum, Exhibit and Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

Authentisign ID: B32FE25D-5173-EC11-94F6-281878CED430

Section 4.2 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

Section 4.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 4.4 Counterparts, Faxes and Emails: This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness

Escrow Agent

Scott E. Simpson, P.A.

Date: 1/10/22

City of Holly Hill

By:

Title: City Manager

Date: 1 - 11 - 2022

Authentisign

Nathan Mowery 01/11/22

627 Ridgewood, LLC

Authentisign

By:

Title: Managing Member

Date: 01/11/22

Electronically Signed using eSignOnline™ [Session ID : 2d36ebeo-3824-46fd-8aee-23914d351b2b]

Attachment: Rock Climbing Addendum, Exhibit and Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

EXHIBIT B

1) Rezone the Subject Property to BPUD to allow the construction of an 8,000 square foot building and permit rock climbing business and accessory uses.

2) Construction of the 8,000 square foot building as permitted by the BPUD rezoning.

3) Commence operations of a business utilizing all 8,000 square feet for the rock climbing business and accessory uses.

Attachment: EXHIBIT B to Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

AMENDED
ESCROW AGREEMENT

THIS AMENDED ESCROW AGREEMENT (the "Amended Agreement") is made and entered into this ___ day of _____, 2024, by and among CITY OF HOLLY HILL (City), 627 RIDGEWOOD, LLC (Buyer), DAYTONA CLIMBING COMPANY, LLC (Developer) and SCOTT E. SIMPSON, PA ("Escrow Agent").

RECITALS

WHEREAS, the Buyer acquired from the City a parcel of vacant real property located at 627 Ridgewood Avenue, Holly Hill, Florida and with a legal description attached hereto marked as Exhibit A (Subject Property).

WHEREAS, the City agreed to sell the Subject Property for $200,000.00 due to the development project the Buyer proposed to construct on the Subject Property, a description of the project is attached as Exhibit B.

WHEREAS, to insure that the project proposed by the Buyer is constructed, the City and Buyer entered into an Addendum to the Purchase and Sales Contract to require the Buyer to deposit a performance guarantee of $50,000.00 to be held in escrow.

WHEREAS, City, Buyer and Escrow Agent executed an Escrow Agreement effective January 10, 2022 outlining the terms and conditions of releasing the escrowed funds.

WHEREAS, due to circumstances, the parties need to amend the terms and conditions of the release of the Escrow Funds.

WHEREAS, the Developer is being added as a party to do Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1
ACCEPTANCE OF APPOINTMENT
AND DEPOSIT INTO ESCROW

Section 1.1 WHEREAS Recitals. The recitals in the above WHEREAS are hereby incorporated herein as is specifically set forth.

Section 1.2 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to continue to hold and distribute all Escrow Funds in Scott E. Simpson, PA Trust Account in accordance with the terms and conditions of this Amended Agreement.

Attachment: Amended Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

ARTICLE 2
RELEASE FROM ESCROW

Section 2.1 Release of Escrow Funds. Escrow Agent shall release the $50,000.00 performance guarantee to the Buyer if the Buyer receives a Certificate of Occupancy from the City upon completion of the project described in Exhibit B on the Subject Property by _____. In the event the Buyer does not obtain a Certificate of Occupancy from the City for the project described in Exhibit B on the Subject Property by **May 30, 2026**, the Escrow Agent shall release the $50,000.00 performance guarantee to the City.

The above determination by the Escrow Agent shall be based solely on whether the City has issued a Certificate of Occupancy for the project described in Exhibit B on the Subject Property by _____ and a copy of said Certificate of Occupancy must be provided to the Escrow Agent by _____.

Section 2.2 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between any of the parties, or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's reasonable satisfaction, the proper disposition of the Escrow Funds or the Escrow Agent's proper actions with respect to its obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instructions with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Funds held by Escrow Agent, and deliver the Escrow Funds for holding and disposition in accordance with the instructions of such court.

ARTICLE 3
RIGHTS/RESPONSIBILITIES OF ESCROW AGENT AND RELEASE OF ESCROW AGENT

Section 3.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax, (c) within one day after being sent by recognized overnight delivery service, or (d) within three business days after being mailed by certified U.S. mail, postage prepaid, and in

Attachment: Amended Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

each case addressed as provided for in the Contract. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed.

Section 4.2 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

Section 4.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 4.4 Counterparts, Faxes and Emails: This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness

_____

_____

_____

_____

_____

_____

Escrow Agent

_____
Scott E. Simpson, P.A.

Date:_____

City of Holly Hill

By:_____

Title:_____

Date:_____

627 Ridgewood, LLC

By:_____

Title:_____

Date:_____

Attachment: Amended Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

_____ Daytona Climbing Company, LLC

_____ By:_____

Title:_____

Date:_____

Attachment: Amended Escrow Agreement (4480 : Daytona Climbing Incentive Agreement)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **May 14, 2024**
FROM: **Brian Walker**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3076**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Route 1 Climbing PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres (82,328 square feet) located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue. (Matthew Smith, Applicant) District 1 - Commissioner J. Penny (Brian Walker, City Planner).

The subject property is zoned CC-1 (Commercial Corridor District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to build an 8,000 square foot, 46 foot high building, that will serve as a rock-climbing facility. The south and west sides of the building will provide glassed portions as shown on the attachment titled, Elevations. The overall finish will be metal siding.

The site proposes an area of future expansion, to the east of the current proposed building. The future expansion proposes a building up to 6,500 square feet in size.

The property is currently vacant.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping. The proposed project will occur in two phases. The applicant requests that Phase II be handled and approved as a minor amendment. This means that Phase II would be approved at staff level and not return to the City Commission for approval.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and LDR and Zoning is CC-1 and R-2
South: FLU is General Commercial and LDR and Zoning is CC-1 and R-2
East: FLU is Low Density Residential and Zoning is R-2
West: FLU is General Commercial and Zoning is CC-1

SITE ANALYSIS

Floodplain Impacts:
Based on FIRM Map 12127C0356J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:
Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:
The site is located in the City of Holly Hill utility service area and will be required to connect to the City's public utilities.

Transportation/Traffic:
The property has ingress and egress from Ridgewood Avenue and 6th Street.

Drainage:
A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:
There is an existing sidewalk along Ridgewood Avenue. A sidewalk along the project frontage on 6th Street will be required or the applicant/developer shall pay into the City's sidewalk fund.

Landscaping and Buffers:
Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.
The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification will be compatible with the General Commercial Development future land use designation as well as with existing

adjacent land uses.

(2) Its impact upon the environment or natural resources.
The property is located in a busy commercial area of the City. The site is vacant and considered an in-fill site. As part of the project's development, there will be trees planted as well as landscaped buffers. A stormwater system will also be provided to handle storm related run-off. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.
The site is currently vacant. The placement of a building and rock-climbing business is expected to have a positive fiscal impact on the area.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.
The rezone allowing a rock-climbing facility is expected to place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available.

(5) Any changes in circumstances or conditions affecting the area.
Staff considers changes in circumstances since the original zoning, that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth. Expected changes related to growth in the area have occurred.

(6) Any mistakes in the original classification.
It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.
The proposed zoning will allow the development of a functioning business and is expected to have a positive effect on the value of the area.

(8) Its impact upon the public health, welfare, safety or morals.
It is not expected that the rezoning request will adversely impact public health, welfare, safety or morals.

CONCLUSION:
The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:
Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue.

ATTACHMENTS:

- Survey - Legal (PDF)
- East Elevation Update (PDF)
- North Updated Elevation (PDF)
- South Updated Elevation (PDF)
- West Elevation Update (PDF)
- Maps (PDF)
- PD Application (PDF)
- Preliminary Development Plan (PDF)
- Development Agreement (PDF)
- Exhibit B - Escrow Agreement (PDF)
- Amended Holly Hill Escrow - from Simpson (PDF)
- Exhibit A - Legal Description (PDF)

HISTORY:

04/23/24 City Commission APPROVED AT 1ST READING
Next: 05/14/24

Brian Walker, City Planner/Asst., City Manager went through his staff report for the Mayor and City Commissioners at this time. This is to consider Route 1 Climbing PD Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres (82,328 square feet) located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue. The subject property is zoned CC-1 (Commercial Corridor District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to build an 8,000 square foot, 46 foot high building, that will serve as a rock-climbing facility. The south and west sides of the building will provide glassed portions as shown on the attachment titled, Elevations. The overall finish will be metal siding. The site proposes an area of future expansion, to the east of the current proposed building. The future expansion proposes a building up to 6,500 square feet in size. The property is currently vacant. The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping. The proposed project will occur in two phases. The applicant requests that Phase II be handled and approved as a minor amendment. This means that Phase II would be approved at staff level and not return to the City Commission for approval. In conclusion of the staff report, the rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area. Staff recommends the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.85 acres located near the north east corner of the intersection of Ridgewood Avenue and 6th Street and more specifically known as 627 Ridgewood Avenue.

Spencer Kershaw with Zev Cohen & Associates and Bob Ball, PE, with Zev Cohen were present representing the applicant, Matthew Smith and mentioned he was here to answer any questions the Mayor and City Commissioners may have.

Mayor Via asked if there were any ex parte communications with the applicant. There was none from any member of the City Commission.

Mayor Via opened public participation.

David Knopf, Holly Hill; Kimberly Dibble, Holly Hill; and Arthur Byrnes.

Mayor Via closed public participation.

Commissioner Currie made a motion to include signage within the BPUD, seconded by Commissioner Johnson.

There was discussion about a sign monument amongst the Mayor and City Commissioners. After hearing from Mr. Ball from Zev Cohen, the Commission decided to not make that a requirement with the BPUD since the building itself will act as the sign itself.

Commissioner Currie withdrew her motion for the signage, and Commissioner Johnson withdrew his second.

Commissioner Currie made a ***new motion with no restrictions to the BPUD, approve the Ordinance as written by staff,*** *seconded by Commissioner Johnson.*

PASSED, 5-0.

(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).

Ordinance No. 2024-3076

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Exhibit A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Written Development Agreement, attached to this Ordinance as **Exhibit B** and incorporated in this Ordinance by reference.

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 14th day of MAY, 2024 for second and final reading.

EXHIBIT "A"

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

WRITTEN DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Avenue, Holly Hill, FL, 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2024, 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 Daytona Climbing Company, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3100 S Ridgewood Avenue, #154, South Daytona, FL 32119.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property as a world class indoor rock-climbing facility; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, (hereinafter the "Master Development Plan") subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Rock Climbing Gym with usual and customary uses such as sales of rock climbing equipment and accessories and sales of non-alcoholic drinks and snacks.

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Permitted maximum intensity measured in floor area ratio: 4.55

D. Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.

E. Minimum open space shall be 25% of the subject property.

F. Minimum landscaping is as shown and described on the Preliminary Development Plan.

G. Minimum lot size area (in acreage or square footage): 82,000 square feet

H. Minimum lot width (in feet): 100 feet

I. Minimum yard building setbacks:
1. Front yard: 25 ft
2. Side yard: 10 ft
3. Street side yard: 25 ft
4. Rear yard east side abutting homes: 35 ft

J. Maximum building height (in feet): 70 ft

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. If abutting residential property, lighting shall not exceed 5-foot candles at the property line.

M. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase I - 8,000 square foot rock climbing facility

Phase II - 6,500 building

N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

O. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

P. Stormwater and Environmental: Per parcel stormwater systems or master stormwater

systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

Q. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the BPUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety,

or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence, and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in the paragraph below titled, "**Notices**."

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to

develop a Subject Property.

12. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

13. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

14. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

15. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

With copy to:

Garrett Zinke

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

16. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements,

conditions, terms, or restrictions.

17. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

18. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

19. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

20. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

21. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

22. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

23. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and

agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

25. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

26**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of approval is specifically authorized by the City Commission at the time that the first phase is approved.**

Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

EXHIBIT "A"

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Development Plan

TO BE ATTACHED

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

_____ **ATTEST:**

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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: _____

DEVELOPER

By:

_____ _____

Signature of Witness # 1 Signature

_____ _____

Print or type name Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

ATTEST:

_____

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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: _____

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 _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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

BOUNDARY & TOPOGRAPHIC SURVEY

FOR

DAYTONA CLIMBING COMPANY

A PORTION OF

SECTION 44–TOWNSHIP 14 SOUTH–RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

627 N RIDGEWOOD AVE, HOLLY HILL, FL.

INDEX OF SHEETS:

1. COVER SHEET (CURRENT)

2. BOUNDARY & TOPOGRAPHIC SURVEY

SURVEY NOTES:

1. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N25°23'23"W, ALONG THE EASTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVE

2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, OR A TITLE OPINION ISSUED BY AN ATTORNEY LICENSED BY THE FLORIDA BAR. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.

3. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.

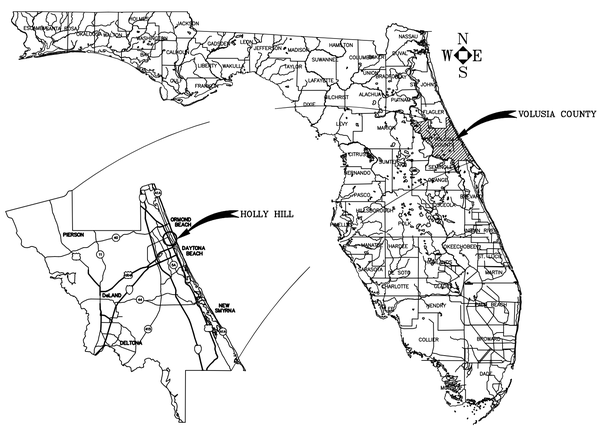
4. THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS–BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES
THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS–BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

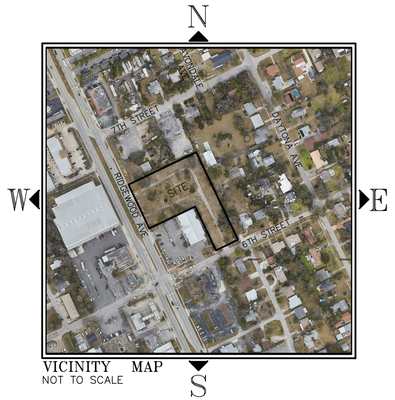
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER U.S.C.& G.S. BENCHMARK "V 722 2009" HAVING A PUBLISHED ELEVATION OF 12.09 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 127C0356J.
MAP EFFECTIVE DATE: SEPTEMBER 29, 2017.
APPROXIMATE SCALE: 1"= 500.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

8. UNLESS OTHERWISE SHOWN, RECORDING INFORMATION IS FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY.





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

PREPARE BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY OF PARCEL 44–14–32–01–15–0071.
INFORMATION WILL BE USED BY THE CLIENTS DESIGN TEAM.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983. COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
HORIZONTAL CONTROL POINT "V 722 2009", HAVING PUBLISHED COORDINATES OF NORTH 1,781,881.890 AND EAST 644,843.995 WAS OCCUPIED USING GLOBAL POSITIONING SATELLITE RECEIVER, AND ON SITE SECONDARY CONTROL WAS ESTABLISHED. THEN, CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATIONS.

VERTICAL DATUM – NORTH AMERICAN 1988.
REFERENCE BENCHMARK RECOVERED 12" DIAMETER POURED IN PLACE CONCRETE MONUMENT WITH
3.5" BRASS DISC IN CENTER, STAMPED "V 722 2009".
PUBLISHED ELEVATION 12.09 FEET.

ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON WITH AN ERROR OF CLOSURE OF 1:20,000.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

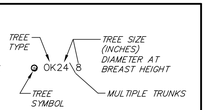
VERTICAL ERROR OF CLOSURE:
ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON WITH AN ERROR OF CLOSURE OF 1:20,000.

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UNDERGROUND ELECTRIC	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	STMH	STORM MANHOLE	VCP	VITRIFIED CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
℄	CENTERLINE			SWK	SIDEWALK	C&G	CURB & GUTTER	CSL	CONCRETE SLAB	FRP	FIBER REINFORCED POLYMER
LL	LANE LINE										
BFP	BACKFLOW PREVENTER										

ADDITIONAL ABBREVIATIONS– TREE LEGEND

PNP	POND PINE	UK	UNKNOWN TREE	MAG	MAGNOLIA
PNL	LOBLOLLY PINE TREE	MP	MAPLE TREE	BY	BAY TREE
PN	SLASH PINE TREE	SC	SYCAMORE TREE	EM	ELM TREE
PNS	SAND PINE TREE	OK	OAK TREE	CB	CHINABERRY TREE
PNF	LONGLEAF PINE TREE	SG	SWEET GUM TREE	CY	CYPRESS TREE
BT	BLACK TUPELO TREE	HK	HICKORY TREE	PM	PALM TREE
CD	CEDAR TREE	BH	BIRCH TREE	MU	MULBERRY TREE



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SYMBOL LEGEND:

- YARD DRAIN
- SATELLITE DISH
- CHAIN LINK FENCE
- FIRE HYDRANT
- LIGHT POLE
- HANDICAP PARKING SPACE
- GREASE TRAP MANHOLE
- SANITARY SEWER MANHOLE
- TELEPHONE MANHOLE
- ELECTRICAL MANHOLE
- STORM DRAINAGE MANHOLE
- WATER SERVICE
- CONCRETE UTILITY POLE
- WOOD UTILITY POLE
- GUY ANCHOR
- GAS VALVE
- WATER VALVE
- SANITARY SEWER VALVE
- IRRIGATION CONTROL VALVE
- CONCRETE MITERED END SECTION
- CLEAN OUT
- TELEPHONE CABLE RISER
- CABLE TV RISER
- ELECTRIC RISER
- POTABLE WATER MARKER
- ELECTRIC RISER
- ROOF DRAIN
- CONCRETE RIP RAP
- DUAL SUPPORT SIGN
- FLOOD LIGHT
- WATER METER
- BORING HOLE LOCATION
- UNDERGROUND PIPE (SIZE & TYPE NOTED)
- SET IR&C LB# 7143
- FOUND IRON REBAR (AS NOTED)
- FOUND 4X4 CONCRETE MONUMENT
- RR SPIKE
- 4 LIGHT POLE
- 3 LIGHT POLE
- 2 LIGHT POLE
- UTILITY RISER
- CONCRETE
- TRAFFIC SIGNAL BOX
- SECTION CORNER
- CENTRAL ANGLE OR DELTA ANGLE
- NUMBER OF PARKING SPACES
- SINGLE SUPPORT SIGN

REFERENCE MATERIAL:

NATIONAL GEODETIC DATABASE
MAP BOOK 2, PAGE 90
MAP BOOK 12, PAGE 3
FEMA WEBSITE
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
FDOT DATABASE
SLIGER SURVEY 10–0066, DATED 11–12–2009

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: MATTHEW SMITH

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE:

JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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No.	Date	Revision
1		
2		
3		
4		
5		

FIELD DATE: SEPTEMBER, 06, 2023 | FIELD BOOK:1425
PARTY CHIEF: S STRICKLAND | PAGE (S): 65–66
DRAWN BY: D CENTRY
CHECKED BY: J BARNES

BOUNDARY AND TOPOGRAPHIC SURVEY

ADDRESS: 627 NORTH RIDGEWOOD AVE, HOLLY HILL, FL

CLIENT: DAYTONA CLIMBING COMPANY

PROJECT: 00153
JOB: 23–0748
SCALE: N/A
SHEET: 1 OF 2

FILE: K:\23\23074B 627 N RIDGEWOOD AVE DAYTONA CLIMBING\23074B.DWG

Attachment: Survey - Legal (2024-0-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

7TH STREET

24" SSMH
TOP EL: 8.71'
(INV INACCESSIBLE)

FOUND 1/2" IRON ROD & CAP LB 6877 0.00'S & 0.62'W OF CORNER

659.76'(M)

FOUND 1/2" IRON PIPE NO ID 0.00'S & 0.01'E OF CORNER

FOUND 6" ROUND CONC. MONUMENT NO ID

DETAIL "A"
NOT TO SCALE

CONC D/W
0.58
N64°23'35"E(M)
TRANSFORMER PAD
EP
2' C&G
5' SWK
N25°23'23"W(M)

SITE BENCHMARK
N&D LB#3019
EL: 9.18'
N:1782516.477
E:644433.471

SEE DETAIL "A"

FOUND 5/8" IRON ROD & CAP LS 6309 1.76'N & 0.22'E OF CORNER

SET 5/8" IRON ROD & CAP LB#3019 N:1782514.800 E:644439.291

0' 30' 60' 90'

1 STORY CONC BUILDING FF EL=11.62'

MOUNTED ELECTRIC METER

SEE DETAIL "B"

4' CLF

EP

S64°23'35"E(M)

310.09'(M)

BURIED 55 GALLON PLASTIC DRUM

FOUND 1/2" IRON PIPE & CAP RLS 2018 0.41'S. & 0.08'E. OF CORNER

0.70' CONC WALL
TRANSFORMER PAD

24" SSMH
TOP EL: 9.04'
N INV:5.59'(8" PVC)
S INV:5.59'(8" PVC)

A/C PAD

DILAPIDATED ASPHALT

S25°26'58"E(M)

6' WOOD FENCE

LOT 12, BLOCK 15

LOT 1, BLOCK 15

LOT 11, BLOCK 15

LOT 2, BLOCK 15

LOT 10, BLOCK 15

LOT 3, BLOCK 15

LOT 9, BLOCK 15

LOT 4, BLOCK 15

LOT 8, BLOCK 15

LOT 5, BLOCK 15

LOT 7, BLOCK 15

LOT 6, BLOCK 15

24" STMH
TOP EL: 8.62'
E INV: 3.54'(18" FRP)

RIDGEWOOD AVE
(60.00' RIGHT OF WAY)

N25°23'23"W(M)

24" STMH
TOP EL: 8.58'
S INV: 3.03'(18" FRP)
W INV: 3.03'(18" FRP)

FOC
9.18 RISER

FOUND 5/8" IRON ROD & CAP LS#6309 0.79'N & 0.18'W OF CORNER

S64°21'37"W(D)
S64°30'09"W(M)

210.00'(M&D)

SET 5/8" IRON ROD & CAP LB#3019 N:1782334.136 E:644525.081

71.36'

SITE BENCHMARK
N&D LB#3019
EL: 8.55'
N:1782330.271
E:644525.988

STORM DRAIN DW

8' SOLID WHITE LINE

1 STORY MASONRY BUILDING FF EL=12.66'

130.41'

24" SSMH
TOP EL: 8.31'
N INV EL=5.96'(8" DIP)

FENCE CORNER 0.81'N & 0.19'W OF CONER

FENCE CORNER 5.17'N & 0.66'W OF CONER

DETAIL "B"
NOT TO SCALE

N25°23'22"W

400.23'(M)

MOUNTED ELECTRIC METER

FOUND 5/8" IRON ROD & CAP LS 6309 0.51'N & 0.18'E OF CORNER

WOOD SHED

FOUND 1/2" IRON PIPE & CAP NO ID N:1782287.448 E:644890.904

GRAVEL DW

S64°25'52"W(M)

100.51'(M)

661.03'(M)

FOUND 1/2" IRON PIPE NO ID

24" STMH
TOP EL: 7.96'
N INV: 2.46'(18" FRP)
NE INV: 2.66'(18" RCP)
S INV: 2.46'(18" FRP)

SIXTH ST
(60.00' RIGHT OF WAY)

TRANSFORMER PAD

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SEE SHEET 1 OF 2 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

DAYTONA AVE

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 788-4668
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2023 Sliger & Associates, Inc.

No.	Date	Revision	Approved
1			
2			
3			
4			
5			

BOUNDARY AND TOPOGRAPHIC SURVEY

ADDRESS: 627 NORTH RIDGEWOOD AVE, HOLLY HILL, FL

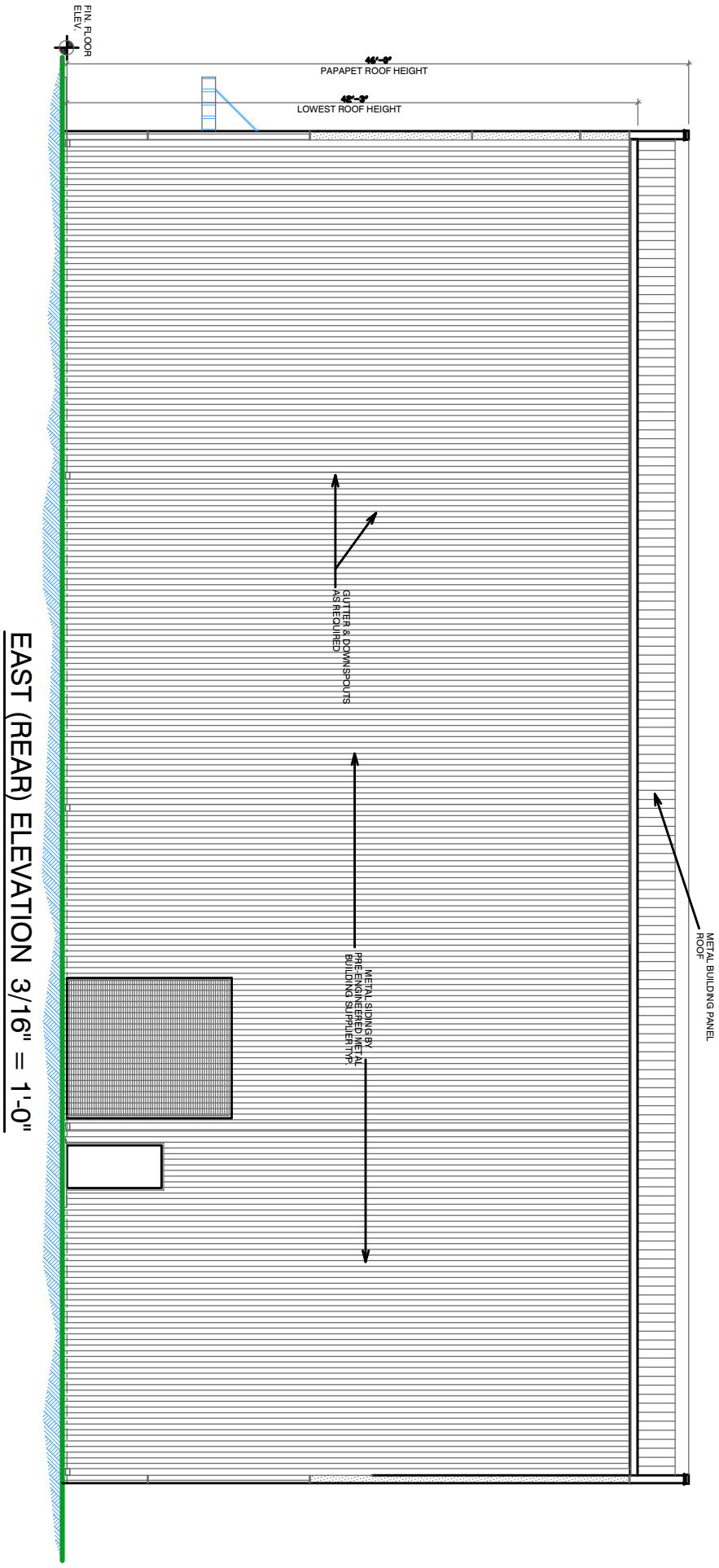
CLIENT: DAYTONA CLIMBING COMPANY

FIELD DATE: SEPTEMBER, 06, 2023 | FIELD BOOK:1425
PARTY CHIEF: S STRICKLAND | PAGE (S):65-66
DRAWN BY: D GENTRY
CHECKED BY: J BARNES

PROJECT: 00153
JOB: 23-0748
SCALE: 1"= 30'
SHEET: 2 OF 2

FILE: K:\23\230748 627 N RIDGEWOOD AVE DAYTONA CLIMBING\230748.DWG

Attachment: Survey - Legal (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)



EAST (REAR) ELEVATION 3/16" = 1'-0"

Attachment: East Elevation Update (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

NORTH ELEVATION 3/16" = 1'-0"

SOUTH ELEVATION 3/16" = 1'-0"

Attachment: South Updated Elevation (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

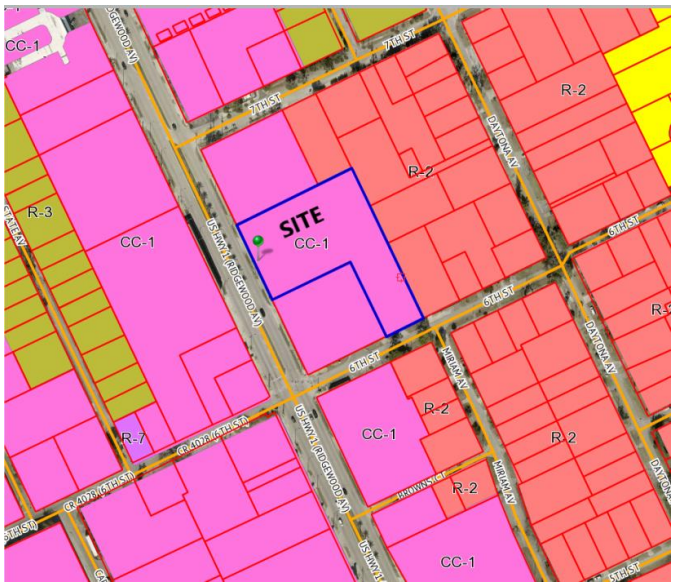
WEST (FRONT) ELEVATION 3/16" = 1'-0"

Attachment: West Elevation Update (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

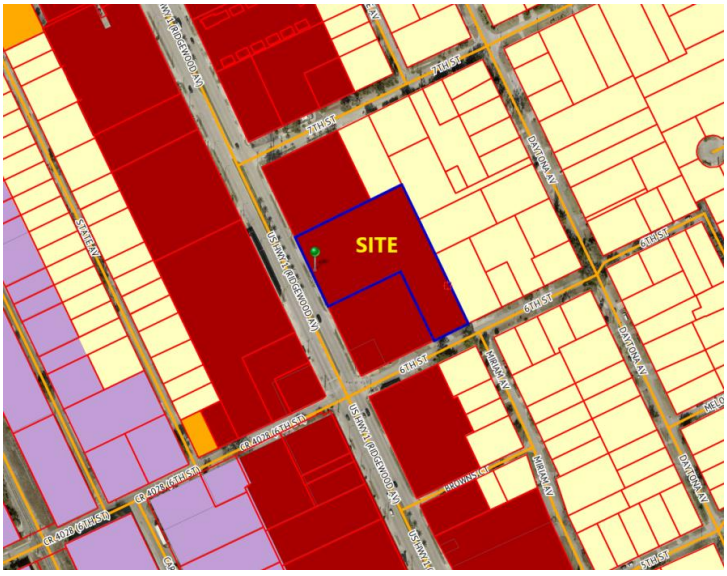
MAPS

Aerial Map

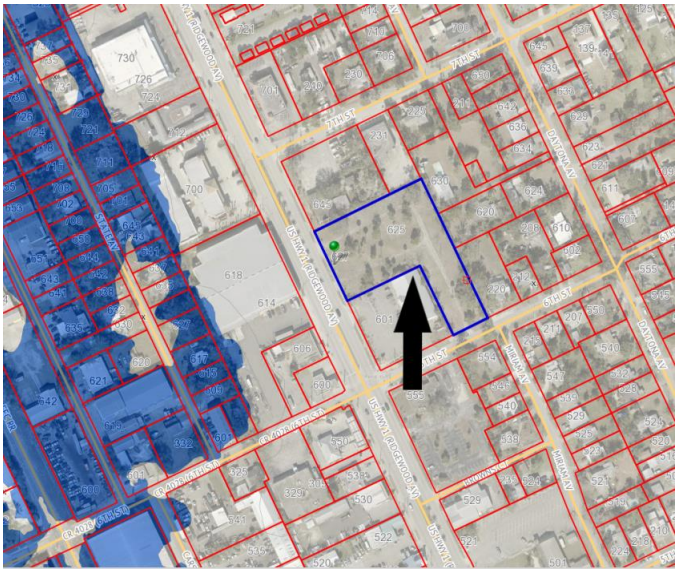
Zoning Map – CC-1



Future Land Use Map – General Commercial



Flood Map – Site is not within a SFHA



Attachment: Maps (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

__X__ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

- ☐ PD REZONE $2,000
- ☐ MAJOR AMENDMENT TO EXISTING PD $1,250
- ☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☑ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☑ PROOF THAT TAXES ARE CURRENT
- ☑ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☑ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☑ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ N/A SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

NA ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)

☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*

☐ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** *- SEE CODE SEC. 114-771*) ?

☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET

☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:

Potable Water
Sanitary Sewer
Stormwater
Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
Solid Waste Collection
School (Residential Only)

☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 11/22/23
(Signature) ***(Date)***

Matthew Smith
(Print)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

CITY OF HOLLY HILL
PRE- APPLICATION MEETING FORM

You must set up a pre-application meeting **before** submitting your application. Please email the completed form to permitdesk@hollyhillfl.org or bwalker@hollyhillfl.org Direct questions to Brian Walker, City Planner at 386-248-9424.

The following background information is required to schedule a pre-application meeting. Staff will use this to research the project site in preparation for the meeting. Although this is the minimal amount of background material required, more information is welcome. Please attach additional sheets or plans as needed.

Applicant: 627 RIDGEWOOD LLC DBA DAYTONA CLIMBING COMPANY

Project Address: 627 N RIDGEWOOD AVE

City/State/Zip: Holly Hill, FL 32117

Phone: 386-299-4017

Email: Matt@DAYTONACLIMBINGCOMPANY.COM

Contact Person: Matthew Smith

My application will be: (Please check the type of request)

- [X] Rezone to PD HEIGHT CHANGE 50'.
- [ ] Special Exception for a _____.
- [ ] Variance to _____.
- [ ] Future Land Use Amendment to _____.
- [X] Site Plan

PROJECT INFORMATION

Tax parcel number(s): 4244011 50080

Address of parcel: 627 N RIDGEWOOD AVE HH. FL, 32117

Size of parcel: 1.89 ACRE Zoning: COMMERCIAL

Existing Use: VACANT

Please submit the following with this form:

- [X] A site concept plan – a neat hand drawn plan is acceptable for this meeting.
- [X] A brief narrative of what you want to do.

FULL SITE PLAN PROVIDED
BUILD STRUCTURE FOR ROCK CLIMBING GYM WITH PARKING LOT.
SEE ATTACHED ELEVATIONS

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Proposed New Metal Building
For: Rock Climbing Business
Ridgewood Avenue — Holly Hill, FL.

SCOPE OF WORK

FLORIDA BUILDING CODE 2020 (SEVENTH EDITION)
NEW CONSTRUCTION.
SCOPE OF WORK:
CONSTRUCT NEW 8,000 SQ. FT. PRE-ENGINEERED STEEL BUILDING W/ METAL PANEL EXTERIOR WALLS TO ROOF.
CONCRETE FLOOR SLAB ON GRADE.
CONSTRUCT NEW METAL FRAMED NON-BEARING PARTITION WALLS AND SUSPENDED CEILING AS SHOWN.

NEW ELECTRICAL, LIGHTING, PLUMBING AND MECHANICAL DUCTWORK AS REQUIRED.
ALL WORK TO BE INSTALLED BY A FLORIDA LICENSED CONTRACTOR AND MEET ALL STATE AND LOCAL CODES.

BUILDING IS A TYPE II B, UNSPRINKLERED FOR A GROUP A3 OCCUPANCY. (GYMNASIUM / EXERCISE ROOM).

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING SITE AND STRUCTURAL CONDITIONS PRIOR TO CONSTRUCTION.

CONTRACTOR TO PROVIDE APPROVAL NOTIFICATION AND AND MFR'S. INSTALLATION REQUIREMENTS IF REQUIRED FOR EXTERIOR EQUIPMENT PRIOR TO CONSTRUCTION.

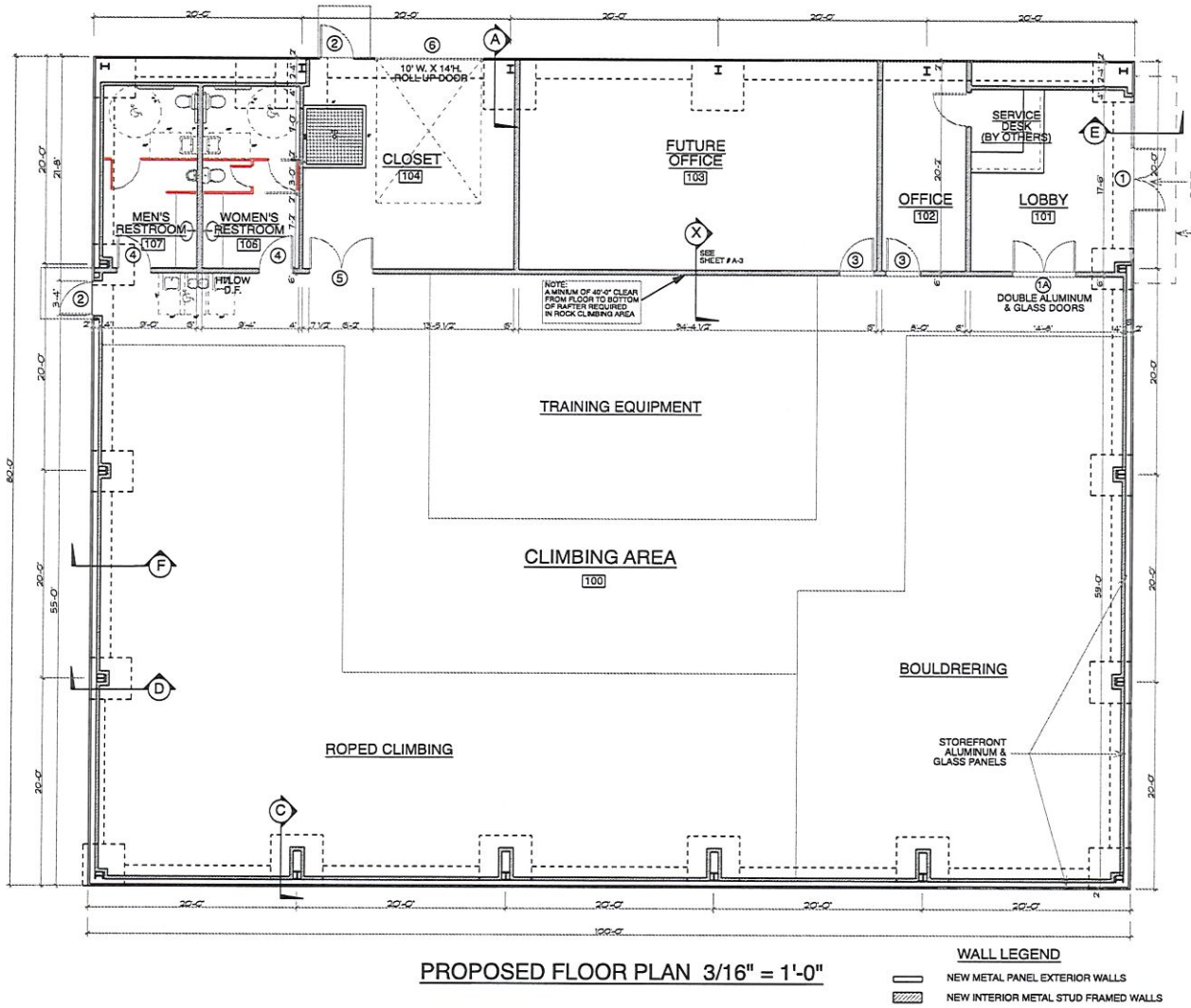
APPLICABLE CODES

F.B.C.	2020 EDITION
F.E.B.C.	2020 EDITION
F.B.C.M.	2020 EDITION
F.B.C.P.	2020 EDITION
F.F.P.C.	2020 EDITION
N.E.C.	2020 EDITION

ALL CODES AS ADOPTED BY THE CITY OF HOLLY HILL

PLANS CONFORM TO THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2020 SEVENTH EDITION WITH ADOPTED SUPPLEMENTS AND ALL REQUIREMENTS OF THE CITY OF HOLLY HILL.

WIND SPEED	140 MPH
BUILDING TYPE	ENCLOSED
RISK CATEGORY	II
EXPOSURE CATEGORY	C
WIND IMPORTANCE FACTOR	1
WIND PRESSURE	+30.0, -34.8



PROPOSED FLOOR PLAN 3/16" = 1'-0"

WALL LEGEND
- NEW METAL PANEL EXTERIOR WALLS
- NEW INTERIOR METAL STUD FRAMED WALLS

REVISIONS

DATE	DESCRIPTION

STATE OF FLORIDA — LARRY W. ROBINSON — REGISTERED ARCHITECT
FL. REG. ARCHITECT # AR0009484

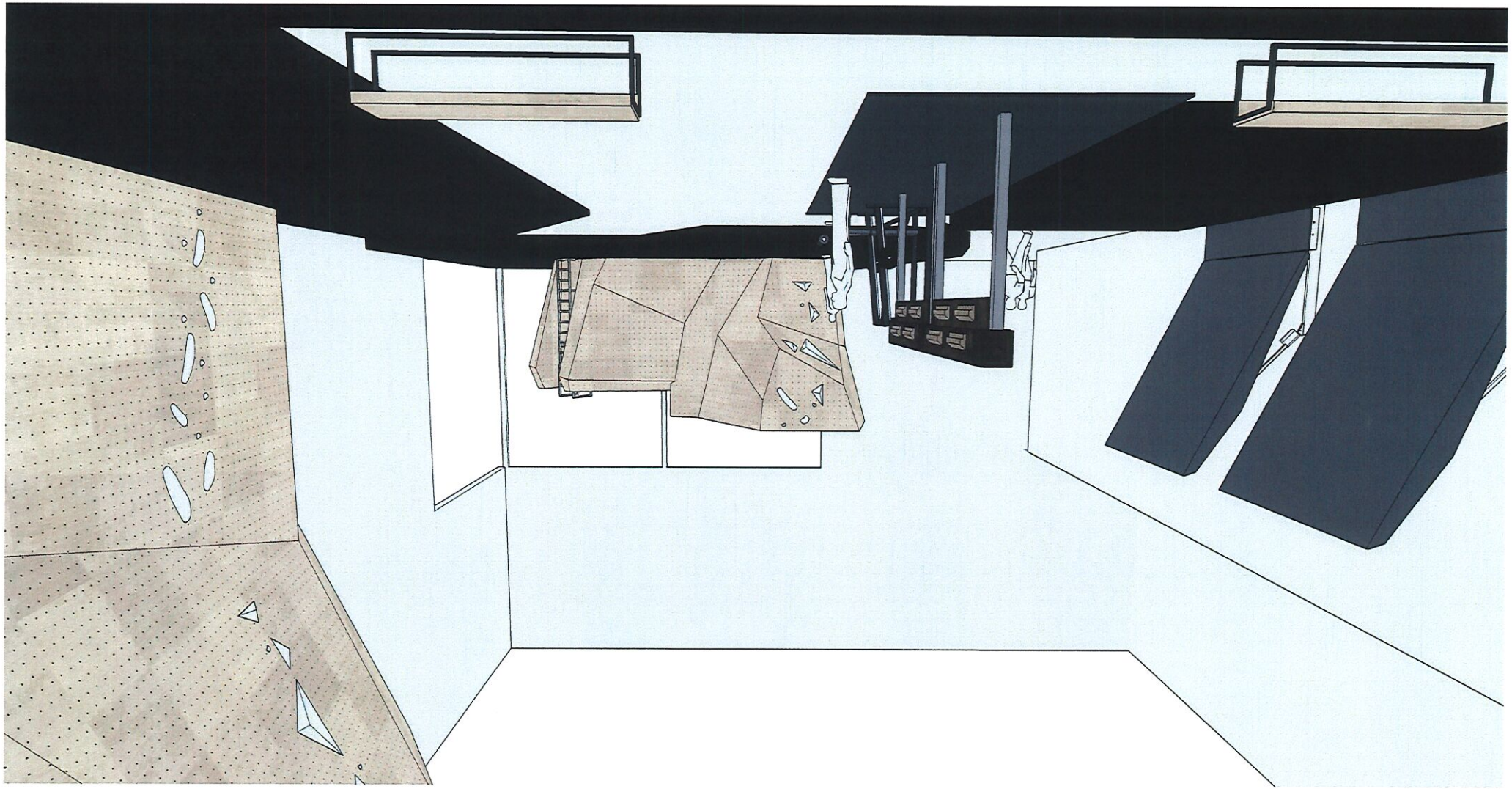
LARRY W. ROBINSON
architect
414 north halifax avenue
daytona beach, florida 32118
telephone: 386 - 252 - 6429
e mail: larrywrobinson714@gmail.com

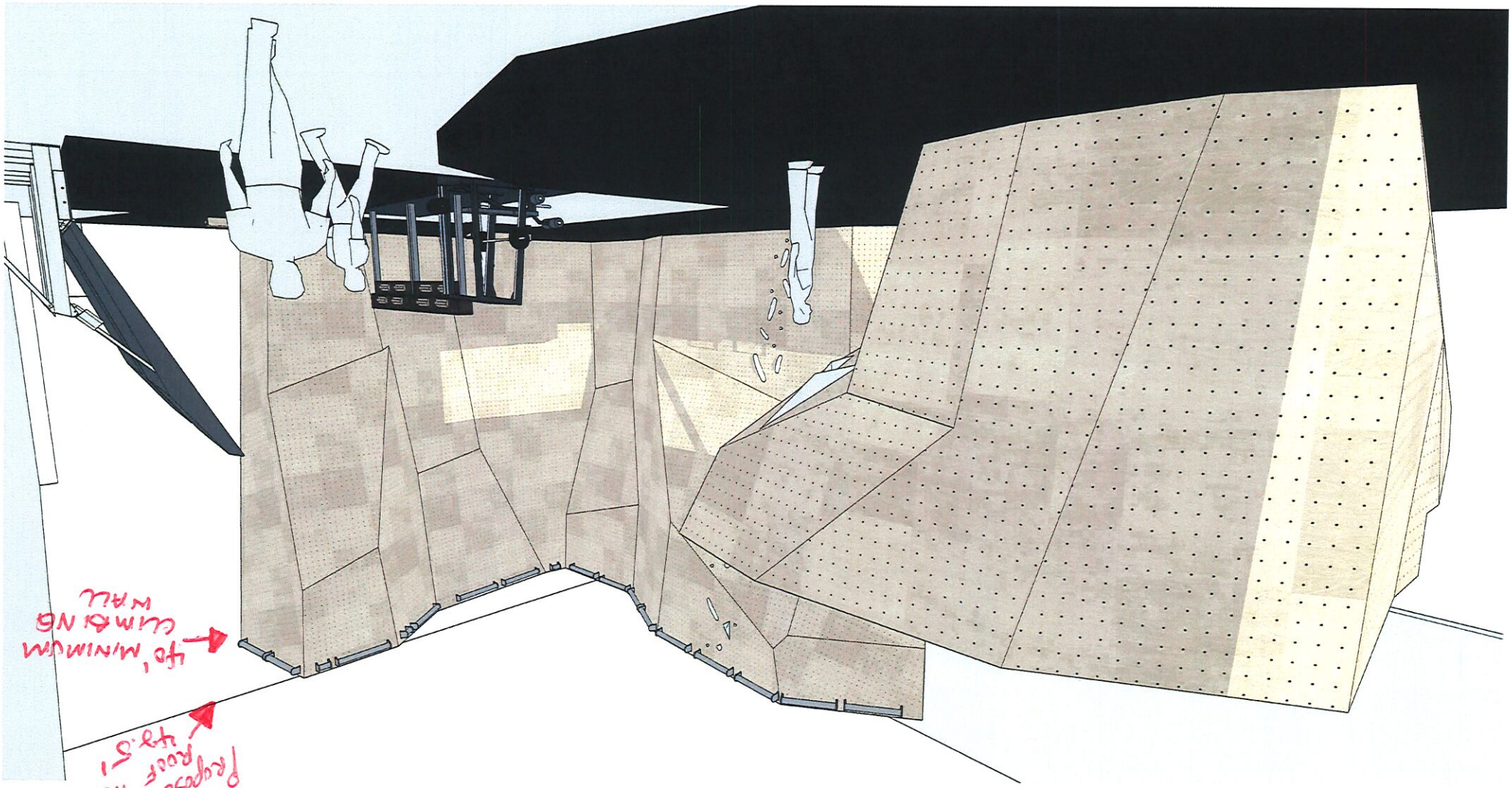
Proposed New Metal Building
For: Rock Climbing Business
623 Ridgewood Avenue
Holly Hill, FL.

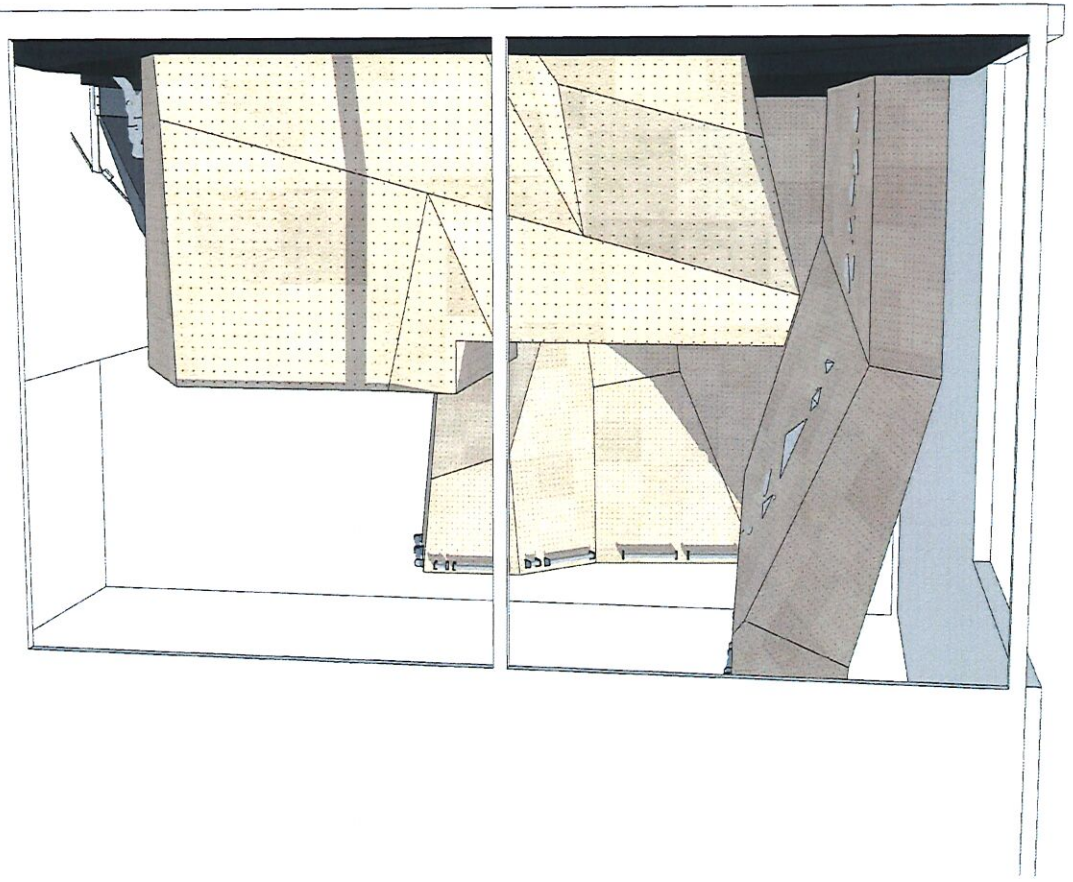
THIS DRAWING & IT'S REPRODUCTIONS ARE INSTRUMENTS OF SERVICE, ALL DESIGNS IN CONNECTION WITH THE PROJECT ARE THE PROPERTY OF LARRY W. ROBINSON, ARCHITECT. THE USE OF ANY PART OF THIS DRAWING FOR ANY OTHER PURPOSE OR ON ANY OTHER PROJECT WITHOUT THE SPECIFIC PRIOR WRITTEN AGREEMENT OF LARRY W. ROBINSON, ARCHITECT.
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF FLORIDA STATUTE 553.79 UNLESS ACTING UNDER THE DIRECTION OF THE FLORIDA LICENSED ARCHITECT IN CHARGE, WHO MUST ADD HIS SIGNATURE & DATE DOING, MISREPRESENTING ITEMS VALID COPY.

DATE AUG. 1, 2023
COMM. NO.
DRAWN BY TSH
SHEET PROPOSED FLOOR PLAN
GENERAL NOTES
A-1
OF 6

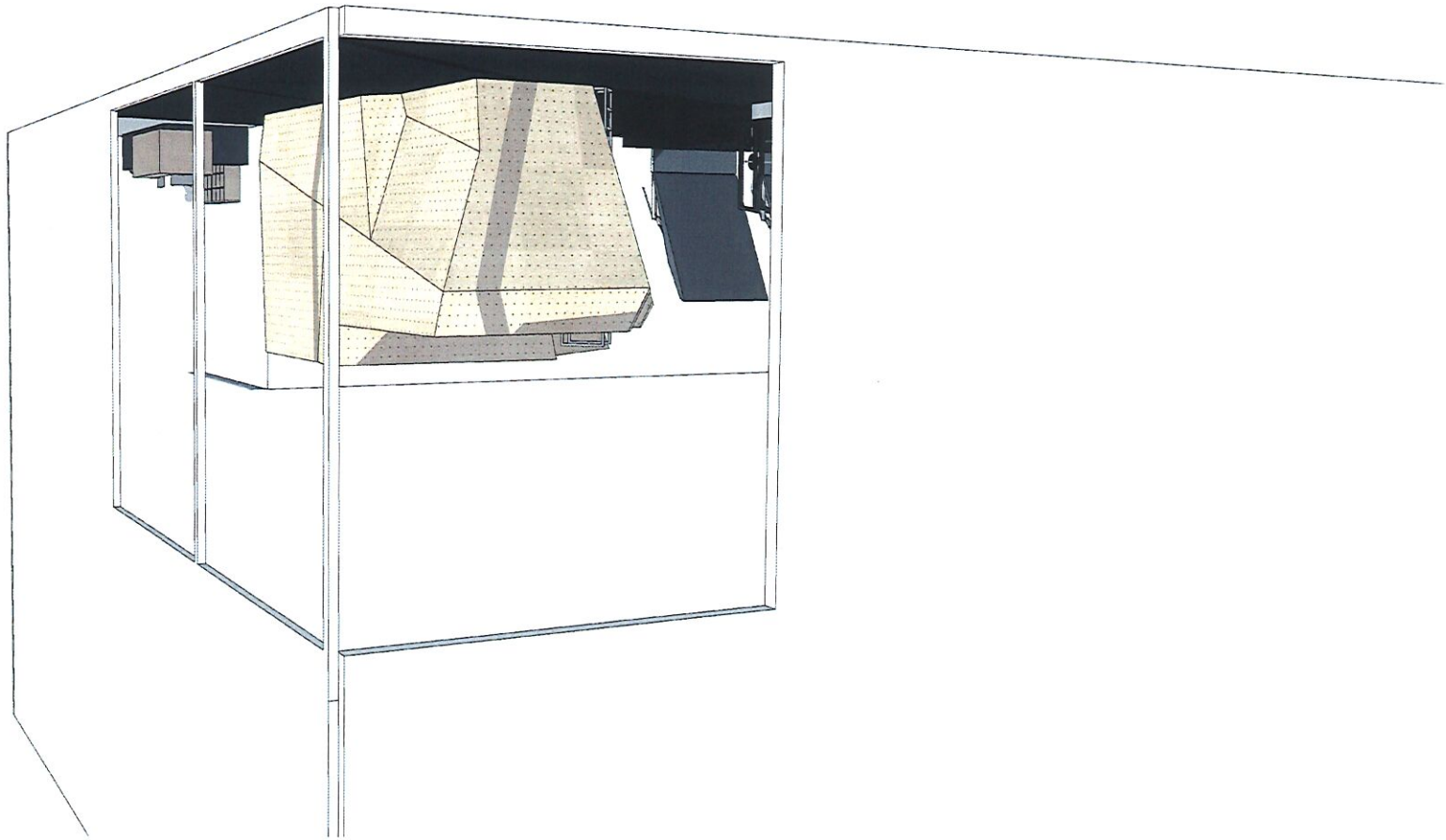
Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)




16' MINIMUM CLIMBING WALL
PROPOSED HIGHEST ROOF HEIGHT 42'-5"



South Elevation



South West Elevation

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: ROUTE 1 CLIMBING
PARCEL ID #(S): 4244011500 80
LOCATION: 627 RIDGEWOOD AVE
EXISTING USE(S): VACANT COMMERCIAL
PROPOSED USE(S): COMMERCIAL - ROCK CLIMBING GYM
TOTAL ACREAGE: 1.860
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: _____ PROPOSED ZONING: _____
CURRENT FUTURE LAND USE: COMMERCIAL PROPOSED FUTURE LAND USE: COMMERCIAL

APPLICANT INFORMATION:

Name: MATTHEW SMITH E-Mail: Matt@DAYTONACLIMBINGCOMPANY
Address: 13 BRIDGET TERRACE ORMOND BCH FL32174 Phone: 386-299-4017
Company: DAYTONA CLIMBING COMPANY Fax: N/A
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: GARRETT ZINKE E-Mail: GARRETT@DAYTONACLIMBINGCOMPANY.C
Address: 107 PARK AVE DAYTONA BCH FL32118 Phone: 386-523-8483
Fax: N/A

CONSULTANT INFORMATION:

Name: ZEN COHEN E-Mail: _____
Address: _____ Phone: _____
Company: _____ Fax: _____

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA
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01/2023

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? ☒YES ☐NO
   Explain.
   YES.

2. What is its impact upon the environment or natural resources? ☐YES ☐NO Explain.
   BETTER STORMWATER RETAINAGE | CLEAN UP AREA CURRENTLY UNUSED.

3. What is its impact upon the economy of any affected area? ☐YES ☐NO Explain.
   DESTINATION BUSINESS WILL ATTRACT CUSTOMERS FROM OTHER CITIES, HELPING THE ECONOMY AROUND THE GYM.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? ☐YES ☐NO Explain.
   LITTLE TO NONE.

5. Are there any changes in circumstances or conditions affecting the area.? ☐YES ☑NO

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

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Explain.

NO. NONE.

6. Are there any mistakes in the original classification? ☐YES ☒NO Explain.

NO.

7. What is its effect upon the use or value of the affected area? ☐YES ☐NO Explain.

THE VALUE OF THE AREA SHOULD INCREASE.

8. What is its impact upon the public health, welfare, safety or morals? ☐YES ☐NO Explain.

THE AREA AROUND US WOULD BE SAFER AND MORE INVITING. PEOPLE IN SURROUNDING AREA WOULD HAVE FLORIDA'S PREMIER ROCK CLIMBING GYM LOCALLY AVAILABLE.

Matthew Smith
Print Applicant Name

Applicant Signature

Print Applicant Name

Applicant Signature

11/22/23
Date

Date

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 Real Estate

PROPERTY ADDRESS: 627 N RIDGEWOOD AVE, HOLLY HILL, 32117

LEGAL DESCRIPTION: E 100 FT OF LOTS 7 & 8 & LOTS 9 &10 EXC RD BLK 15 M & C HOLLY HILL MB 2 PG 90 PER OR 5715
See Additional Legal on Tax Roll

627 RIDGEWOOD LLC
107 PARK AVE
DAYTONA BEACH, FL 32118

PARCEL:	424401150080
ALTERNATE KEY :	3220315
MILLAGE CODE:	203
TAX YEAR:	2023

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at vctaxcollector.org/pay
WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Discount	4%	3%	2%	1%	
Please Pay	$4,167.18	$4,210.59	$4,253.99	$4,297.40	$4,340.81

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	3.39580	238,205	0	238,205	808.90
VOLUSIA COUNTY PUBLIC SAFETY FUND	1.45410	238,205	0	238,205	346.37
VOLUSIA COUNTY LIBRARY	0.42090	238,205	0	238,205	100.26
VOLUSIA FOREVER	0.20000	238,205	0	238,205	47.64
VOLUSIA ECHO	0.20000	238,205	0	238,205	47.64
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	238,205	0	238,205	42.42
PONCE INLET PORT AUTHORITY	0.06920	238,205	0	238,205	16.48
SCHOOL	5.40900	238,205	0	238,205	1,288.46
HOLLY HILL	5.90000	238,205	0	238,205	1,405.41
ST JOHNS WATER MANAGEMENT DIST	0.17930	238,205	0	238,205	42.71
FLORIDA INLAND NAVIGATION DIST	0.02880	238,205	0	238,205	6.86
HALIFAX HOSPITAL AUTHORITY	0.78780	238,205	0	238,205	187.66

TOTAL MILLAGE RATE: 18.22300 **TOTAL TAXES:** $4,340.81

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT

TOTAL ASSESSMENTS: $0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: $4,340.81

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Will Roberts - Tax Collector
123 W. Indiana Ave., Room 103
DeLand, FL 32720
(386) 736-5938 | taxcollector@vctaxcollector.org
PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

Pay online at vctaxcollector.org/pay
2023 Real Estate

PARCEL:	424401150080
ALTERNATE KEY :	3220315
TAX YEAR:	2023

PROPERTY ADDRESS:
627 N RIDGEWOOD AVE, HOLLY HILL, 32117

627 RIDGEWOOD LLC
107 PARK AVE
DAYTONA BEACH, FL 32118

Please do not staple, tape, or paperclip your payment to this stub. **TAXES BECOME DELINQUENT APRIL 1**

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Please Pay	$4,167.18	$4,210.59	$4,253.99	$4,297.40	$4,340.81

TaxSys

PLEASE DO NOT WRITE ON THIS STUB

Important information – Please read carefully

The statement, **"Prior year taxes are due. Please call (386) 736-5938."** indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur advertising and auction listing fees. **A tax certificate (lien) also will be sold by June 1.** Payment must be made in certified funds after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and **a warrant will be issued by June 1**. If the tangible bill remains unpaid, the property will become subject to **seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Tax Collector. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes **even if you have closed the business**.

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt. The deferred amount will earn interest and **must be paid at a later date.** Information and application to determine eligibility are available at any Tax Collector office location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Tax Collector office by **April 30**. Installment applications can be found online at vctaxcollector.org/pay. To obtain a paper application, please visit vctaxcollector.org/taxes or visit any Tax Collector office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The levying authorities are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address and legal description. You may reach the Property Appraiser's Office at (386) 736-5901 or vcpa@volusia.org.

The **Tax Collector** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities.

Important dates to remember

March 1 Deadline to file for exemptions for the next tax year. Application is filed with the Volusia County Property Appraiser's office.

March 31 Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Tax Collector.

March 31 Last day for full payment without penalty. Also the final day for making partial payments. Unpaid balances become delinquent April 1.

April 30 Deadline for new quarterly installment plan applications for the next tax year. Must be filed with the Tax Collector. No need to reapply if you participated in the plan during the previous tax year and made timely payments.

Important payment information

- Please do not staple, tape, or paperclip your payment to this stub.
- Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.
- Verify that you have signed the check made payable to: **Will Roberts - Tax Collector.**
- Please use the enclosed return envelope if you choose to mail your payment or mail to:

Will Roberts - Tax Collector 123 W. Indiana Avenue Room 103 DeLand, FL 32720

Have your bill sent directly to your inbox!

Visit vctaxcollector.org/pay to sign up.

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3220315
Parcel ID:	424401150080
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 15 - 0080
Owner(s):	627 RIDGEWOOD LLC - FS - Fee Simple - 100%
Mailing Address On File:	107 PARK AVE DAYTONA BEACH FL 32118
Physical Address:	627 N RIDGEWOOD AVE, HOLLY HILL 32117
Building Count:	0
Neighborhood:	7254 - HOLLY HILL - RIDGEWOOD (HWY 1)
Subdivision Name:	
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Homestead Property:	No
Agriculture Classification:	No
Short Description:	E 100 FT OF LOTS 7 & 8 & LOTS 9 &10 EXC RD BLK 15 M & C HOLLY HILL MB 2 PG 90 PER OR 5715 PG 2126 PER OR 6656 PG 1936 PER OR 8235 PG 2656

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented	1-Market Oriented	1-Market Oriented
Improvement Value:	Cost	Cost	Cost
Land Value:	$0	$0	$0
Just/Market Value:	$238,205	$238,205	$232,533
	$238,205	$238,205	$232,533

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$238,205	$238,205	$0	$238,205	1.5000	$357.31
0012	DISCRETIONARY	$238,205	$238,205	$0	$238,205	0.7480	$178.18
0011	REQ LOCAL EFFORT	$238,205	$238,205	$0	$238,205	3.1610	$752.97
0050	GENERAL FUND	$238,205	$238,205	$0	$238,205	3.3958	$808.90
0055	LIBRARY	$238,205	$238,205	$0	$238,205	0.4209	$100.26
0520	MOSQUITO CONTROL	$238,205	$238,205	$0	$238,205	0.1781	$42.42
0530	PONCE INLET PORT AUTHORITY	$238,205	$238,205	$0	$238,205	0.0692	$16.48
0053	PUBLIC SAFETY FUND	$238,205	$238,205	$0	$238,205	1.4541	$346.37
0058	VOLUSIA ECHO	$238,205	$238,205	$0	$238,205	0.2000	$47.64
0057	VOLUSIA FOREVER	$238,205	$238,205	$0	$238,205	0.2000	$47.64
0065	FLORIDA INLAND NAVIGATION DISTRICT	$238,205	$238,205	$0	$238,205	0.0288	$6.86

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

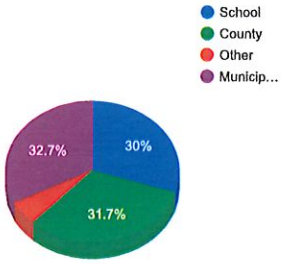
0100	HALIFAX HOSPITAL AUTHORITY	$238,205	$238,205	$0	$238,205	0.7878	$187.66
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$238,205	$238,205	$0	$238,205	0.1793	$42.71
0200	HOLLY HILL	$238,205	$238,205	$0	$238,205	5.9000	$1,405.41
						18.2230	$4,340.81

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$4,340.81
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$4,340.81**
Estimated Tax Amount without SOH/10CAP ⓘ	$4,340.81

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	$238,205	$0	$238,205	$238,205	$0	$238,205	$0
2022	$232,533	$0	$232,533	$232,533	$232,533	$0	$0
2021	$226,862	$0	$226,862	$226,862	$226,862	$0	$0
2020	$226,862	$0	$226,862	$226,862	$226,862	$0	$0
2019	$226,862	$0	$226,862	$226,862	$226,862	$0	$0
2018	$226,862	$9,205	$236,067	$236,067	$236,067	$0	$0
2017	$226,862	$7,993	$234,855	$226,143	$226,143	$0	$0
2016	$198,504	$7,081	$205,585	$205,585	$205,585	$0	$0
2015	$198,504	$6,807	$205,311	$205,311	$205,311	$0	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	N	S-SQUARE FEET			81,022			4.20	$238,205
								Total Land Value:		$238,205

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8235 / 2656	2022085160	04/05/2022	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$200,000
6656 / 1936	2011203400	11/30/2011	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$350,000
5715 / 2126	2005335147	12/02/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$590,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
E 100 FT OF LOTS 7 & 8 & LOTS 9 &10 EXC RD BLK 15 M & C HOLLY HILL MB 2 PG 90 PER OR 5715 PG 2126 PER OR 6656 PG 1936 PER OR 8235 PG 2656	203	14 - 32 - 44	01 - 15 - 0080	27-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
05/22/2018	18-0836	REMOVAL OF SLABS AND STRUCTURE	$6,900
10/24/2011	12-69	REMOVE TRAILER - #15	$0
10/24/2011	12-75	REMOVE TRAILER - #43	$0
10/24/2011	12-74	REMOVE TRAILER - #39	$0
10/24/2011	12-73	REMOVE TRAILER - #42	$0
10/24/2011	12-72	REMOVE RAILER - # 21	$0
10/24/2011	12-71	REMOVE TRAILER - #18	$0
10/24/2011	12-70	REMOVE TRAILER - #17	$0
10/23/2008	09-00000069	DEMO	$0
10/23/2008	09-00000068	DEMO	$0
10/23/2008	09-00000067	DEMO	$0
08/12/2008	08-00001009	DEMO	$0
08/12/2008	08-00001007	DEMO	$0
04/15/2008	08-00000647	DEMO	$0

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual
- ☐ Corporation
- ☐ Land Trust
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Other(describe)

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
N/A		

(Use additional sheets for more space.)

2. For each **corporation,** list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST
N/A			

(Use additional sheets for more space.)

3. In the case of a **trust,** list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
N/A			

(Use additional sheets for more space.)

4. For **partnerships,** including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST
N/A		

(Use additional sheets for more space.)

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

5. For each **limited liability company,** list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: 627 RIDGEWOOD LLC

NAME	TITLE	ADDRESS	% OF INTEREST
SEE ATTACHED			

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase,** list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: N/A

NAME	ADDRESS	% OF INTEREST
N/A		

Date of Contract: N/A

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

12/7/23
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by Matthew Smith on this 7 day of December, 20 23.
Owner, Agent, Applicant Name

Signature of Notary Public

April Van Pelt
Print, Type or Stamp Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Notary Public State of Florida
April Van Pelt
My Commission HH 002236
Expires 09/10/2024

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
627 RIDGEWOOD LLC

Filing Information

Document Number	L21000524661
FEI/EIN Number	88-1991280
Date Filed	12/13/2021
State	FL
Status	ACTIVE

Principal Address

107 PARK AVENUE
DAYTONA BEACH, FL 32118

Mailing Address

107 PARK AVENUE
DAYTONA BEACH, FL 32118

Registered Agent Name & Address

LANKFORD LAW FIRM, PA
140 SOUTH BEACH STREET
SUITE 310
DAYTONA BEACH, FL 32114

Authorized Person(s) Detail

Name & Address

Title AMBR

ZINKE, GARRETT D
107 PARK AVENUE
DAYTONA BEACH, FL 32118

Title AMBR

SMITH, MATTHEW
12 BRIDGET TERRACE
ORMOND BEACH, FL 32174

Title AMBR

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

ST. ANGELO, CHARLES
14 STUART DRIVE
HOLLY HILL, FL 32117

Title AMBR

BANDORF, ANTHONY
115 JUBILEE CIRCLE
DAYTONA BEACH, FL 32124

Title AMBR

PRICE, RICHARD
635 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Annual Reports

Report Year	Filed Date
2022	04/26/2022
2023	04/27/2023

Document Images

04/27/2023 -- ANNUAL REPORT	View image in PDF format
04/26/2022 -- ANNUAL REPORT	View image in PDF format
12/13/2021 -- Florida Limited Liability	View image in PDF format

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, MATTHEW SMITH, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 4244011500 80 hereby affirm that SPENCER KERSHAW (ZEVCOHEN) is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☐ Development Plan ☐ Special Event Permit ☐ Vacate

☐ Sign ☐ Rezone/Comp Plan Amendment ☐ Other _____

I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

11/22/23
Date

Owner's Signature

Matthew Smith
Owner's Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 22 day of November, 2023, by Matthew Smith, who is personally known to me or produced _____ as identification and did / did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
April Van Pelt
My Commission HH 002236
Expires 09/10/2024

April Van Pelt
Notary Signature

April Van Pelt
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
COMMUNITY DEVELOPMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117-2807
TELEPHONE: (386) 248-9442
PERMITDESK@HOLLYHILLFL.ORG

PROJ. #: _____

SITE PLAN/DREDGE & FILL

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

PROJECT

PROJECT NAME:	Daytona Climbing Company
PARCEL ID #(S):	424401150080
DESCRIPTION OF PROJECT:	The construction of a climbing gym with all associated stormwater & utility infrastructure.
EXISTING USE(S):	Vacant
PROPOSED USE(S):	Commercial
ZONING:	CC-1
FUTURE LAND USE:	Gen. Ret. Commercial
TOTAL ACREAGE:	1.89 Acre
WATER PROVIDER:	City of Holly Hill
SEWER PROVIDER:	City of Holly Hill
ARE ANY TREES BEING REMOVED?	YES [X] NO [ ] (IF YES, ATTACH COMPLETED ARBOR APPLICATION)
IF DREDGE & FILL OR FILL PERMIT, CUBIC YARDS OF FILL PROPOSED:	NA

IF SITE PLAN (CALCULATE IN SQUARE FOOTAGE)

EXISTING BUILDING AREA: 0 NEW BUILDING AREA: 8,000sf **TOTAL:** 8,000sf

EXISTING PAVEMENT AREA: 0 NEW PAVEMENT AREA: 23,087 **TOTAL:** 23,087

TOTAL SQUARE FEET OF IMPERVIOUS SURFACE AREA: 31,087

APPLICANT

NAME:	Matthew Smith	COMPANY:	627 Ridgewood, LLC
ADDRESS:	107 Park Avenue		
CITY:	Daytona Beach	STATE: Florida	ZIP: 32118
PHONE:	386-299-4017	EMAIL:	Matt@daytonaclimbingcompany.com

CONSULTANT

NAME:	Spencer Kershaw	COMPANY:	Zev Cohen & Associates, Inc
ADDRESS:	300 Interchange Blvd. Suite C		
CITY:	Ormond Beach	STATE: Florida	ZIP: 32174
PHONE:	386-677-2482	EMAIL:	skershaw@zevcohen.com

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S):	627 Ridgewood, LLC / Matthew Smith		
ADDRESS:	107 Park Avenue		
CITY:	Daytona Beach	STATE: Florida	ZIP: 32118
PHONE:	386-299-4017	EMAIL:	Matt@daytonaclimbingcompany.com

APPLICATION TYPES/FEES

☒ **SITE PLAN** **$1,200***

***There may be additional fees (pass-through fees) for reviews of items such as storm-water plans and traffic impact analysis, which are not done by the City. The applicant will be responsible for all fees charged for professional services not performed by the City. The site plan will not be approved until all such fees are paid in full.**

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. (Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE	CERTIFICATE NUMBER	DATE ISSUED
VESTING:	_____	_____
TEST NOTICE:	_____	_____

☒ Concurrency Application is attached

☐ Not applicable

I understand that the application for site plan review must include all required submittals as specified in the Land Development Regulations of Holly Hill. Submission of incomplete plans may create delays in review and plan approval.

I hereby represent that I have the lawful right and authority to file this application.

_____ _____

SIGNATURE OF AUTHORIZED APPLICANT **DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

CITY OF HOLLY HILL
SITE PLAN CHECKLIST

Site Plan Review.

The applicant shall submit a site plan containing the following information at a scale of 1"=50' or other scale acceptable to the city. Please submit five (5) signed and sealed copies and one electronic copy **(CD or thumb drive)** of the proposed plan and a summary of the checklist requirements identifying where each requirement is addressed on the site plan. If an item is not applicable, note this in the summary report with an explanation of why the item is not applicable.

General

1) Statement of ownership of the proposed development, and the names, addresses and telephone numbers of the developer and any project engineers, architects, or planners cover sheet C1 / Application
2) Legal description cover sheet C1 / Deed
3) Title of the project, date, scale, and north arrow cover sheet C1
4) Current zoning and FLU classification(s) cover sheet C1 / Application
5) If site is a PD, reference the PD N/A
6) Provide a School Impact Analysis if applicable N/A
7) Concurrency application Included

Site Plan (See Chapter 90 for Development Standards)

1) Place lot dimensions and setbacks on the plan. Included
2) Vicinity map at a scale of 1"=2000' with sufficient information to locate the property in the field. Included
3) A survey of the subject property, prepared by a registered surveyor, showing the boundaries of the project, and any existing streets, buildings, water courses, easements, and elevations. Included
4) Show amount of open space and calculation. Included
5) Flood prone and wetland areas. N/A
6) Water bodies or courses. N/A
7) Site plan showing all proposed buildings and structures, proposed walls with details, access and traffic flow, recreational facilities, refuse collection areas, proposed utilities and existing and proposed topography at one foot (1') contour intervals, dumpster location and enclosure detail. Included
8) Show existing vs. proposed improvements and indicate what existing landscaping and improvements are to remain. Included
9) Total acreage, project density, and the percentages of total acreage for each permitted use, for building coverage and for impervious surface coverage. Included
10) Proposed number, size and location of off-street parking spaces, including handicapped spaces and loading areas. Show how required parking number was calculated. Included
11) Statement of proposed arrangements for maintenance of common open space areas and facilities. N/A
12) Location and height of all structures and total floor area with dimensions to lot lines, and designation of use. Included
13) Building separations. N/A
14) Design of all paved areas including dimensions, radii and elevations, as well as plans for traffic control signs and pavement markings. Included
15) Location of all drainage features, and retention areas, if any. Lowest floor elevation of proposed buildings. Included
16) Computation of pervious and impervious area, in square footage and percentage. Included
17) Building floor areas, elevations, sizes, types and typical floor plans.
18) Location and type of proposed signs.
19) Vehicular circulation system for bicycles, cars and other required vehicle types, with indication of connection to adjacent street.
20) All adjacent rights-of-way, with indication of centerline and width, paving width, existing median cuts, driveways, street light poles and power company facilities. Included
21) Pedestrian circulation system.
22) Existing and proposed fire hydrant locations and water main sizes. Included
23) Direction of drainage flows and nature of retention facilities. Included

continues

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Landscaping (See Chapters 98 and 106)

1) A tree survey at the same scale as the site plan which identifies trees by location, common name and DBH Included
2) A landscaping plan signed and sealed by a landscape architect including proposed number and type of plants, trees proposed for removal, trees proposed for preservation Included
3) Arbor permit
4) Indication of existing native vegetation that will be preserved Included
5) Landscaped and buffer areas Included

Other

1) Submit applicable permits: Gopher Tortoise, St. John's, FDEP, NPDES, FDOT, Other Jurisdiction's required permits
2) Traffic Impact Analysis if projects is to generate over 1000 trips per day N/A
3) Identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern
4) Identify known historic and archaeological sites N/A
5) Any additional information deemed necessary by any reviewing department or agency, or deemed appropriate by the developer

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

City of Holly Hill

CONCURRENCY REVIEW APPLICATION

APPLICANT INFORMATION

Applicant Name:	627 Ridgewood, LLC / Matthew Smith
Mailing Address:	107 Park Avenue
City:	Daytona Beach
State:	Florida
Zip:	32118
Phone Number:	386-299-4017
Fax Number:	
Email:	Matt@daytonaclimbingcompany.com

OWNER INFORMATION [X] Same as above

Owner Name:	
Mailing Address:	
City:	
State:	
Zip:	
Phone Number:	
Fax Number:	
Email:	

PROJECT INFORMATION

Project Name:	Daytona Climbing Company
Property Address:	627 N. Ridgewood Ave
City:	Holly Hill
State:	Florida
Zip:	32117

Please list all Tax Parcel ID numbers for all properties included in this proposal/request.

Tax Parcel I.D. #1: 424401150080

Tax Parcel I.D. #2:

Tax Parcel I.D. #3:

Tax Parcel I.D. #4:

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

RESIDENTIAL DATA

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date
Single-Family, Detached						
Single-Family, Attached						
Multi-Family						
Other (specify below)						

NON-RESIDENTIAL DATA

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date
Climbing Gym	1	8,000	1		04/15/2024	04/15/2025

EXISTING STRUCTURE INFORMATION

Type	Phase	Square Footage	# of Units	Acres	Expected Beginning Date	Expected Completion Date

CONCURRENCY INFORMATION **Traffic**

Is a Traffic Study Required?

- ☐ Yes – if project will generate more than 1000 daily trips
- ☒ No

Phase	Use: Residential Units or Square Footage	ITE Trip Generation Unit	Daily Projected Average Trips
1	8000sf	Health/Fitness(492)=32.93/1000sf	264
		Total:	264

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

WATER, SEWER, SOLID WASTE

Please provide the following details related to Potable Water, Sewer and Solid Waste.

Phase	Unit of Measure	Water Impact	Sewer Impact	Solid Waste Impact
1	.1gpd per 1sf	800	800	

STORM-WATER

Submit complete storm-water management plan for water quality and quantity review as part of the Site Plan Review Application. Do not submit the plan as part of this application.

CERTIFICATION

I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am either the property owner(s) of the subject property or am authorized to act on behalf of the property owner(s) in all regards on this matter, pursuant to proof of authorization submitted with the corresponding Application for Site Plan Review. I also understand that submission of this form initiates a review process and does not imply approval by the City. The issuance of a Certificate of Concurrency will require successful completion of the Site Plan Review Process and public hearing approval, if applicable.

Signature:_____ Date:_____

Attachment: PD Application (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

DAYTONA CLIMBING COMPANY

CITY OF HOLLY HILL – VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:

DAYTONA CLIMBING COMPANY
3100 S RIDGEWOOD AVE
SOUTH DAYTONA, FLORIDA 32119
PHONE NUMBER: (386) 333–9003
FAX NUMBER
CONTACT PERSON: MATTHEW SMITH
e–mail:
matt@daytonaclimbingcompany.com

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD.
ORMOND BEACH, FLORIDA 32174
PHONE NUMBER: (386) 677–2482
FAX NUMBER: (386) 677–2505
CONTACT PERSON: SPENCER KERSHAW
e–mail: skershaw@zevcohen.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
PHONE NUMBER: (386) 761–5385
FAX NUMBER
CONTACT PERSON: NAME
e–mail: name@name.com

GEOTECHNICAL ENGINEER:

ECS FLORIDA LLC
2330 S NOVA ROAD, SUITE A
SOUTH DAYTONA, FLORIDA 32119
PHONE NUMBER (386) 914–9588
FAX NUMBER
CONTACT PERSON: MAX KEMNITZ, P.E.
e–mail: mkemnitz@ecslimited.com

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD
ORMOND BEACH, FL 32174
PHONE NUMBER (386) 677–2482
FAX NUMBER (386) 677–2505
CONTACT PERSON: JAKE STEHR
e–mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF AN 8,000 SF COMMERCIAL BUILDING WITH ASSOCIATED INFRASTRUCTURE.

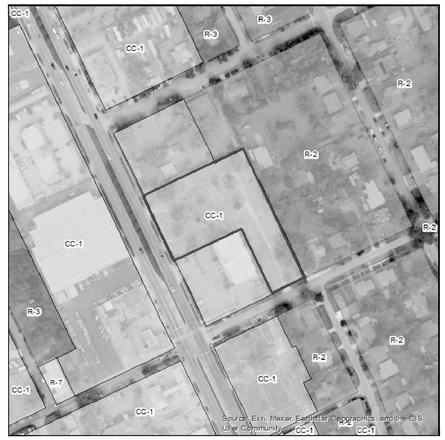
SITE INFORMATION:	
SITE ADDRESS:	627 N RIDGEWOOD AVE HOLLY HILL, FLORIDA 32114
PROJECT AREA:	1.89 AC
TAX PARCEL I.D. #:	424401150080
EXISTING ZONING:	CC–1
PROPOSED ZONING:	CC–1
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	COMMERCIAL
EXISTING FUTURE LAND USE:	GENERAL RETAIL COMMERCIAL
SETBACKS:	
FRONT:	25 FT
SIDE:	10 FT
REAR:	35 FT
REQUIRED LANDSCAPE BUFFER(S):	10 FT – ALONG RIDGEWOOD AVENUE
	5 FT – ALONG 6TH STREET
	10 FT – ALONG EXISTING RESIDENTIAL
MAXIMUM BUILDING LOT COVERAGE:	75%
MAXIMUM BUILDING HEIGHT	70 FT
UTILITIES:	PROVIDED BY CITY OF HOLLY HILL

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0 AC	0%
UPLAND AREA	1.89 AC	100%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	0.18 AC	9.5%
PAVEMENT & SIDEWALK	0.48 AC	25.4%
POND AREA(S)	0.27 AC	14.3%
LANDSCAPE/OPEN SPACE	1.23 AC	65.1%
TOTAL PERVIOUS	1.23 AC	65.1%
TOTAL IMPERVIOUS	.66 AC	34.9%

PARKING CALCULATIONS:			
USE	PARKING REQUIREMENT	SF	SPACES REQUIRED
INDOOR RECREATION	1 SPACE PER 200 SF	8,000	40
FUTURE EXPANSION	1 SPACE PER 200 SF	6,500	33
PARKING SPACES PROVIDED:		42	
FUTURE EXPANSION SPACES PROVIDED:		31	
HANDICAP PARKING REQUIRED:		2	
HANDICAP PARKING PROVIDED:		4	

VICINITY MAP

SCALE: 1" = 1000'



ZONING MAP

SCALE: 1" = 200'

CURRENT ZONING FOR THIS SITE IS: CC–1

SOILS MAP

SCALE: 1" = 200'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: A

FLOOD ZONE MAP

SCALE: 1" = 200'

THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 12127C0356J

SHEET INDEX:

C1 COVER SHEET

C6–C7 OVERALL DEVELOPMENT PLAN

TP1 TREE PROTECTION PLAN
LA1–LA2 LANDSCAPE PLANS

LEGAL DESCRIPTION:

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY
FINAL ENGINEERING PLANS
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181
DESIGNED BY: SHK
DRAWN BY: TD
CHECKED BY: SHK
DRAWING FILE: 23181-COV

SPENCER H. KERSHAW, P.E. NO.96663
NOT VALID WITHOUT SEAL

SHEET: C1 OF 16

Attachment: Preliminary Development Plan (2024-0-3976 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

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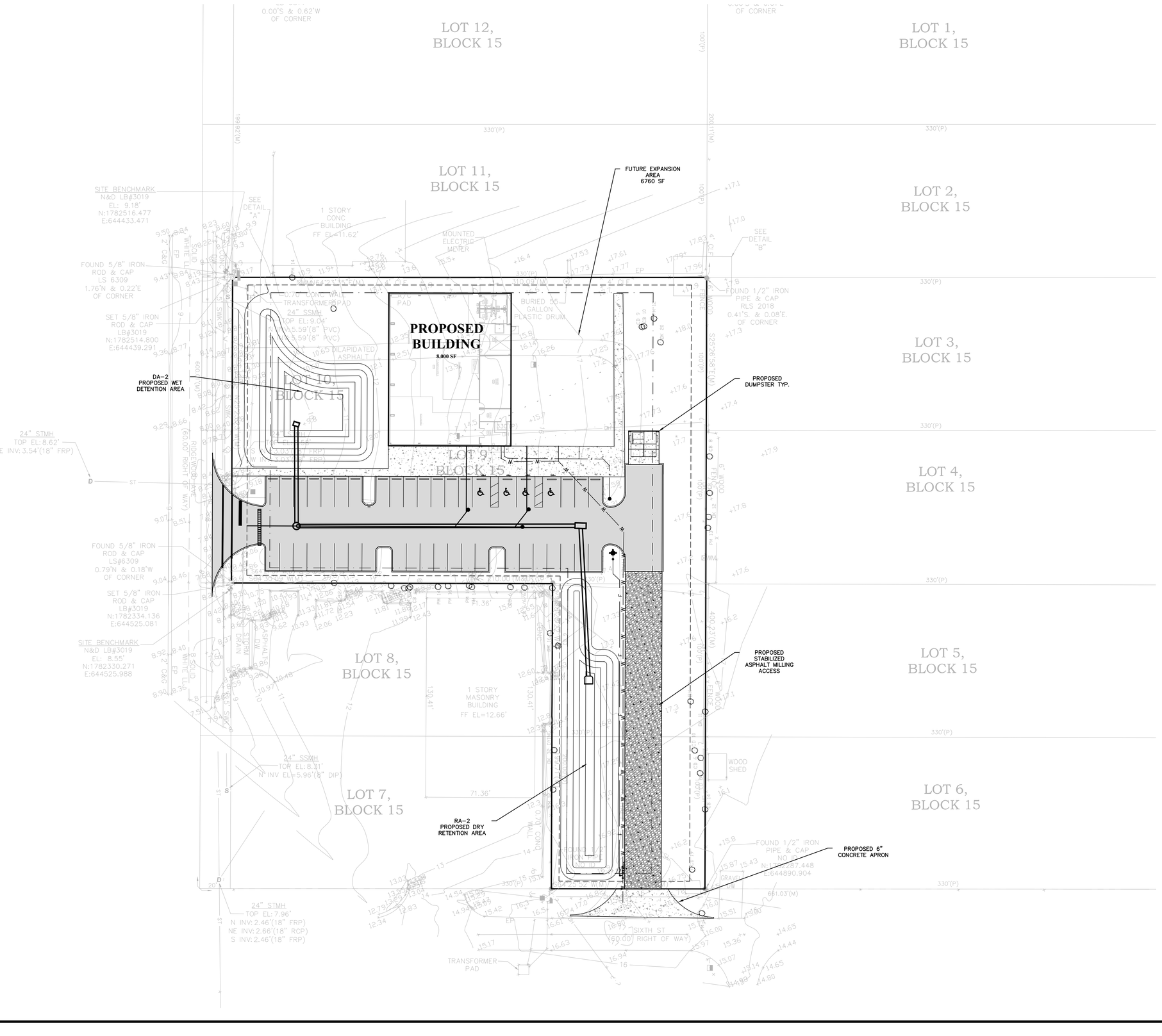

0 15 30 45 60

SCALE : 1" = 30'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SODDED STABILIZED ACCESS

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWLHURST BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181
DESIGNED BY: SHK
DRAFTED BY: TD
CHECKED BY: SHK
DRAWING FILE: 23181-ODP
XREF'S: 23181 BAS.DWG
XREF'S: 23181 BAS.DWG

SPENCER H. KERSHAW, P.E. NO.96663
NOT VALID WITHOUT SEAL

SHEET: C6 OF 16

Attachment: Preliminary Development Plan (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

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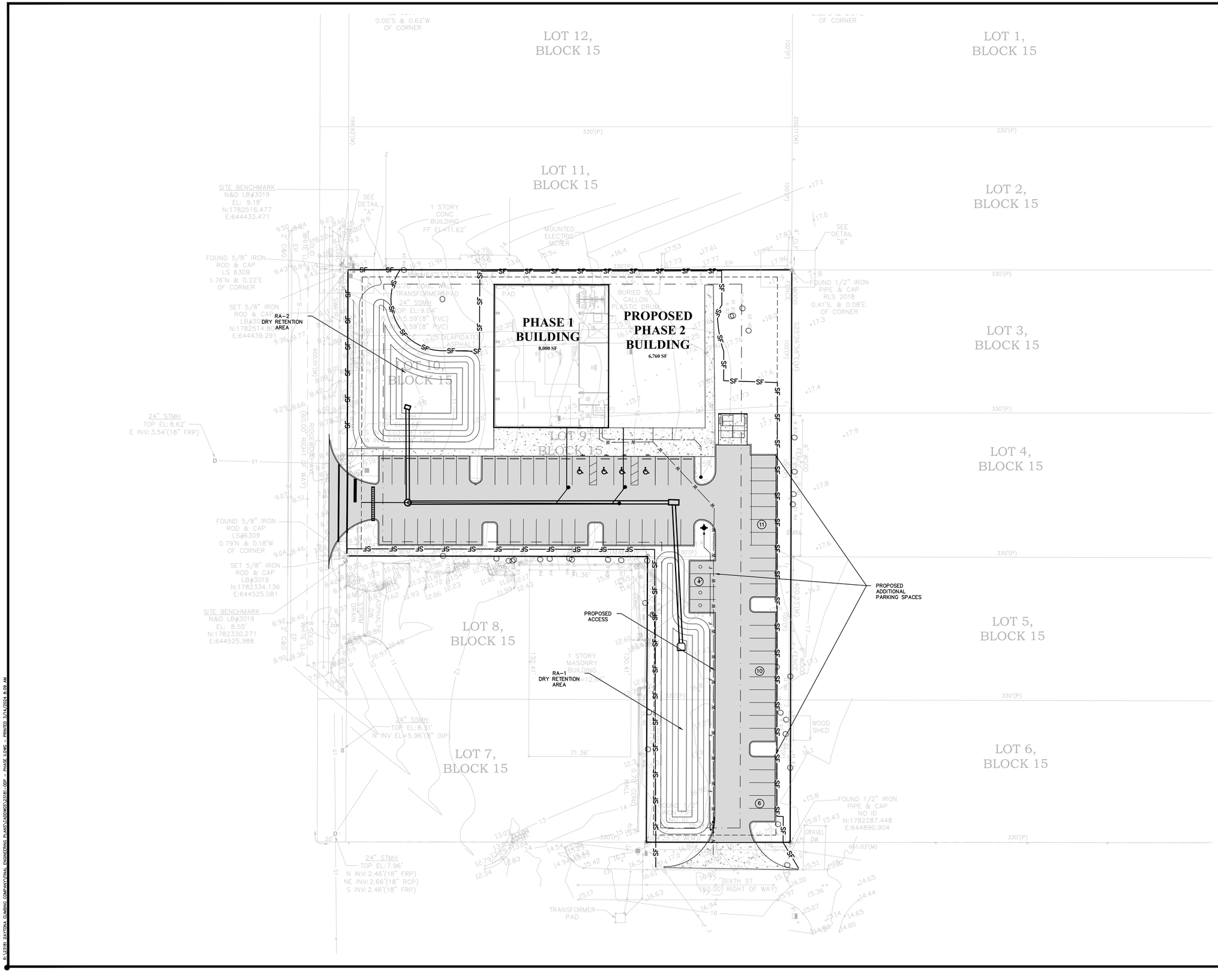

0 15 30 45 60

SCALE : 1" = 30'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

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ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY FINAL ENGINEERING PLANS OVERALL DEVELOPMENT PLAN PHASE II

VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181

DESIGNED BY: SHK

DRAFTED BY: TD

CHECKED BY: SHK

DRAWING FILE: 23181-ODP - PHASE II
XREF'S: 23181 BAS.DWG
XREF'S: 23181 BAS.DWG

SPENCER H. KERSHAW, P.E. NO.96663
NOT VALID WITHOUT SEAL

SHEET: C7 OF 16

Attachment: Preliminary Development Plan (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

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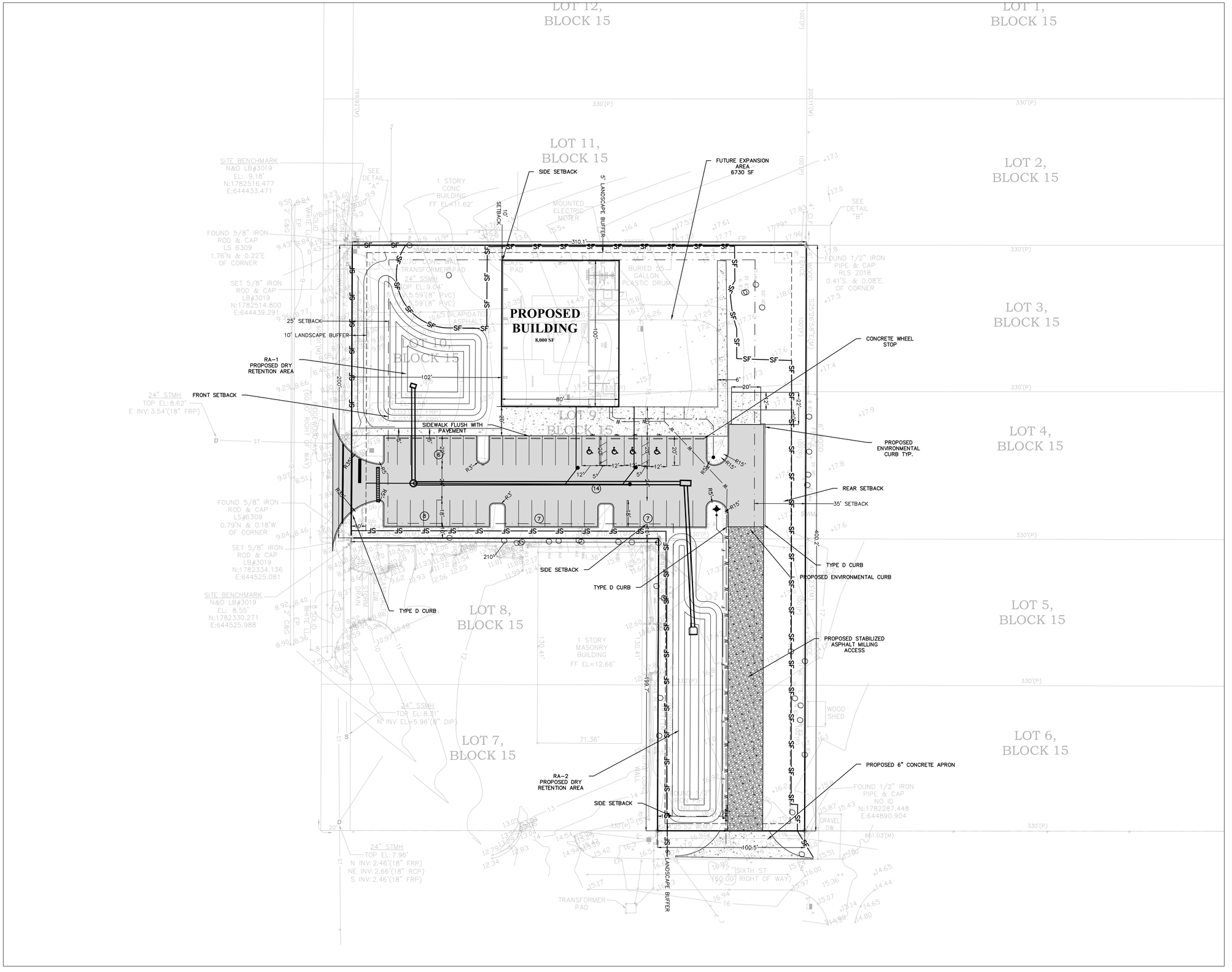

0 15 30 45 60

SCALE : 1" = 30'

LEGEND:

- PROPOSED SODDED STABILIZED ACCESS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- (3) PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED STREET LIGHT
- PROPOSED SETBACKS
- PROPOSED LANDSCAPE BUFFER

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE, & STRIPING PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181
DESIGNED BY: SHK
DRAFTED BY: TD
CHECKED BY: SHK
DRAWING FILE: 23181-GSS
XREFS: 23181 BAS.DWG
XREFS: 23181 BAS.DWG

SPENCER H. KERSHAW, P.E. NO.96663
NOT VALID WITHOUT SEAL

SHEET: C8 OF 16

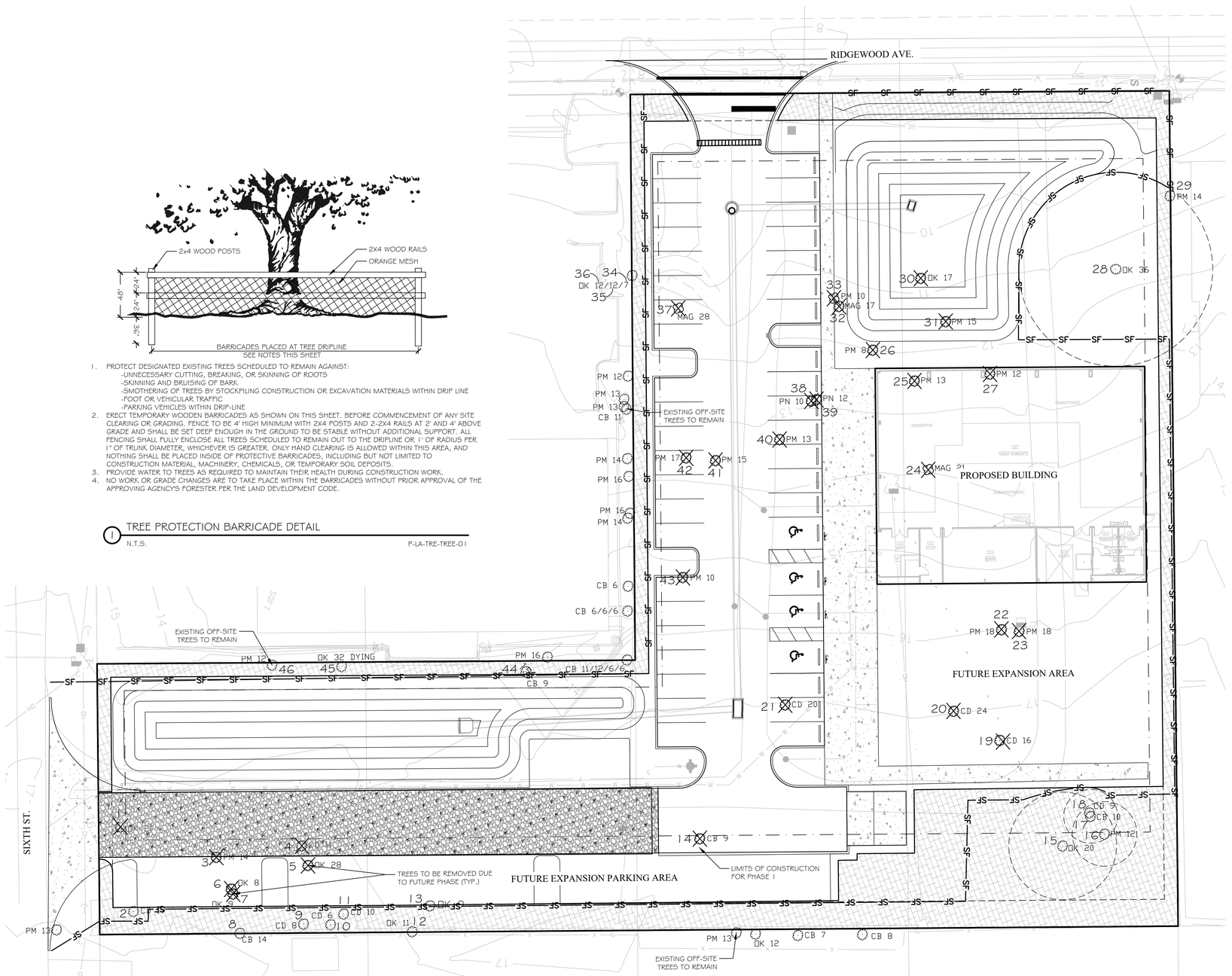
Attachment: Preliminary Development Plan (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

G:\23181 DAYTONA CLIMBING COMPANY\FINAL ENGINEERING PLANS\CAD\DWGS\23181-GSS.DWG - PRINTED: 3/14/2024 8:20 AM

1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
   - -UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
   - -SKINNING AND BRUISING OF BARK,
   - -SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP LINE
   - -FOOT OR VEHICULAR TRAFFIC
   - -PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET, BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 2X4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN OUT TO THE DRIPLINE OR 1' OF RADIUS PER 1" OF TRUNK DIAMETER, WHICHEVER IS GREATER. ONLY HAND CLEARING IS ALLOWED WITHIN THIS AREA, AND NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. NO WORK OR GRADE CHANGES ARE TO TAKE PLACE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE APPROVING AGENCY'S FORESTER PER THE LAND DEVELOPMENT CODE.

1 TREE PROTECTION BARRICADE DETAIL

N.T.S. P-LA-TRE-TREE-01



TREE IDENTIFICATION TABLE

TREE #	SPECIES	DBH (in.)	RADIUS	C.S.S.I./TREE	TREE REMOVED
1	OAK	19	9.5	283.39	X
2	CEDAR	19	9.5	283.39	
3	PALM	14	7	153.86	X
4	CEDAR	11	5.5	94.99	X
5	OAK	28	14	615.44	X
6	OAK	8	4	50.24	X
7	OAK	9	4.5	63.59	X
8	CHINA BERRY	14	7	153.86	
9	CEDAR	8	4	50.24	
10	CEDAR	6	3	28.26	
11	CEDAR	10	5	78.50	
12	OAK	11	5.5	94.99	
13	OAK	9	4.5	63.59	
14	CHINA BERRY	9	4.5	63.59	X
15	OAK	20	10	314.00	
16	PALM	12	6	113.04	
17	CHINA BERRY	10	5	78.50	
18	CEDAR	9	4.5	63.59	
19	CEDAR	16	8	200.96	X
20	CEDAR	24	12	452.16	X
21	CEDAR	20	10	314.00	X
22	PALM	18	9	254.34	X
23	PALM	18	9	254.34	X
24	MAGNOLIA	21	10.5	346.19	X
25	PALM	13	6.5	132.67	X
26	PALM	8	4	50.24	X
27	PALM	12	6	113.04	X
28	OAK	36	18	1017.36	
29	PALM	14	7	153.86	
30	OAK	17	8.5	226.87	X
31	PALM	15	7.5	176.63	X
32	MAGNOLIA	17	8.5	226.87	X
33	PALM	10	5	78.50	X
34	OAK	7	3.5	38.47	
35	OAK	12	6	113.04	
36	OAK	12	6	113.04	
37	MAGNOLIA	28	14	615.44	X
38	PINE	10	5	78.50	X
39	PINE	12	6	113.04	X
40	PALM	13	6.5	132.67	X
41	PALM	15	7.5	176.63	X
42	PALM	17	8.5	226.87	X
43	PALM	10	5	78.50	
44	CHINA BERRY	9	4.5	63.59	
45	OAK (DDD)	32	16	803.84	
46	PALM	12	6	113.04	

TREE LEGEND

CB	CHINA BERRY TREE
CD	CEDAR TREE
MAG	MAGNOLIA TREE
OK	LIVE OAK TREE
PM	SABAL PALM TREE
PN	SLASH PINE TREE

LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / PLANTED AREAS

15% NATURAL PRESERVATION

TOTAL SITE ACREAGE	1.89 AC.
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 1.89 AC. x 15% = .28 AC.	.28 AC.
REPLANTED PRESERVATION AREA	.29 AC.
TOTAL PRESERVATION AREA PROVIDED	.29 AC.

MINIMUM ON SITE TREES

TOTAL SITE ACREAGE	1.89 AC.
MINIMUM TREES REQUIRED ON SITE CALCULATION: 82,328 S.F. / 2,500 S.F. = 33	33
EXISTING TREES TO BE PRESERVED	19
NUMBER OF TREES PROVIDED ON LANDSCAPE PLAN	18
NUMBER OF PALMS PROVIDED:	3
TOTAL NUMBER OF TREES EXISTING PLUS PROVIDED	40

Know what's below. Call before you dig. 811

0 10 20 30 40

SCALE : 1" = 20'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES

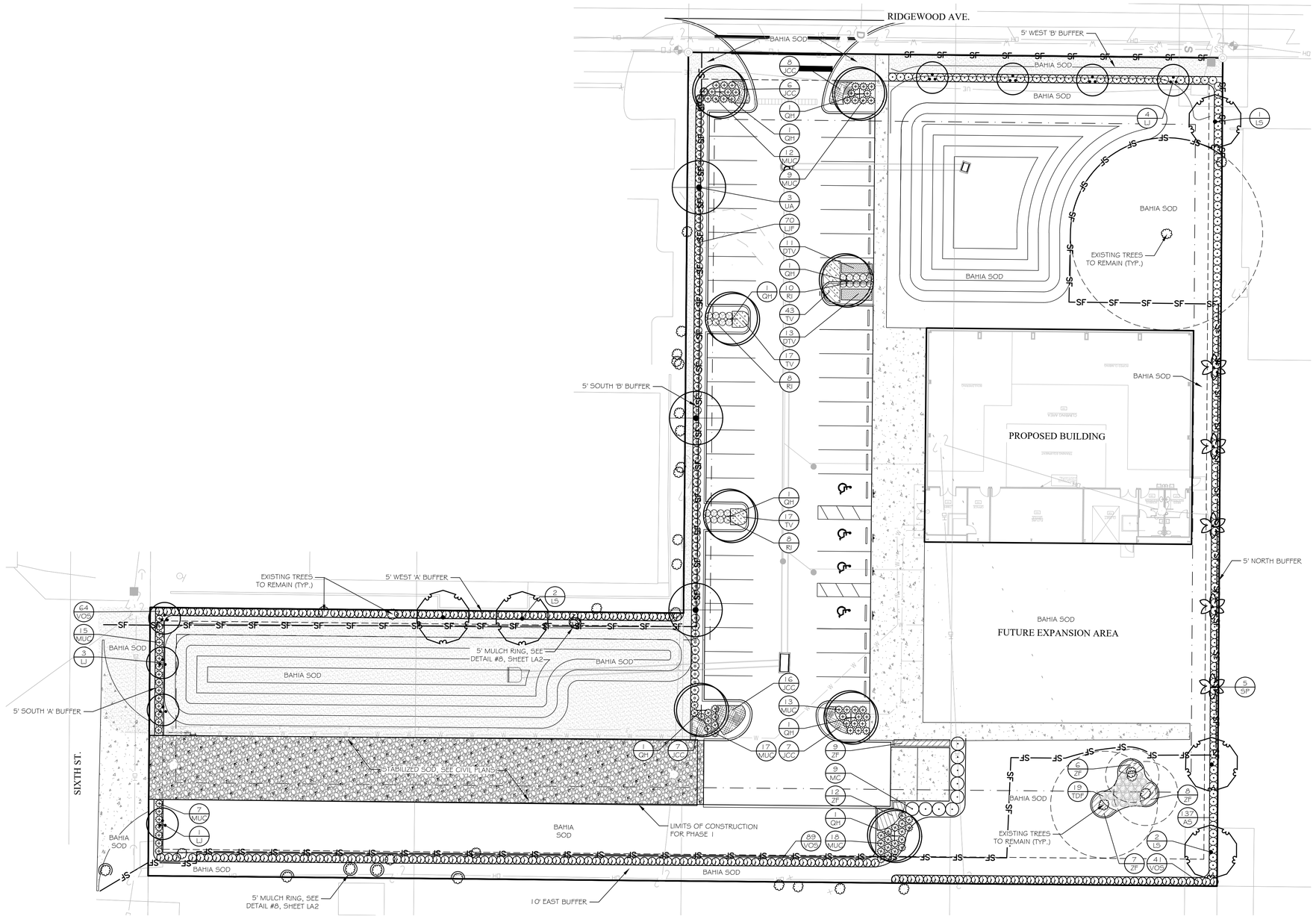
DRAWING FILE: 23181-TP
XREFS: 23181_SURV.DWG
XREFS: 23181_SURV.DWG

JAKE STEHR, LA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: TP1 OF 1

G:\2318\ DAYTONA CLIMBING COMPANY\FINAL ENGINEERING PLANS\DWGS\2318-TP.DWG – PRINTED: 3/14/2024 8:19 AM

Attachment: Preliminary Development Plan (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)



PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
LJ	8	LIGUSTRUM JAPONICUM `TREE FORM`	LIGUSTRUM TREE	8` X 8`		M.T., 4` C.T., PRUNED
LS	5	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEET GUM	2.5" CAL., 10` HT., MIN.		
QH	8	QUERCUS VIRGINIANA `HIGH RISE`	HIGH RISE LIVE OAK	2.5" CAL., 10` HT., MIN.		
UA	3	ULMUS ALATA	WINGED ELM	2.5" CAL., 10` HT., MIN.		
PALM TREES						
SP	5	SABAL PALMETTO	CABBAGE PALM	VARY C.T. HT. 8`-16`	F.G.	
CODE	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**SPACING**	**REMARKS**
SHRUBS							
AS	137	ACCA SELLOWIANA	PINEAPPLE GUAVA, FEIJOA	24" HT. X 18" SP.	3 GAL.	36" o.c.	
LJF	72	LIGUSTRUM JAPONICUM `JACK FROST`	`JACK FROST` LIGUSTRUM	24" HT. X 24" SP.	3 GAL.	36" o.c.	
MC	9	MYRICA CERIFERA	WAX MYRTLE	48" HT. X 48" SP.	3 GAL.	60" o.c.	FULL
RI	26	RHAPHIOLEPIS INDICA `ALBA`	WHITE INDIAN HAWTHORN	15" HT. X 15" SP.	3 GAL.	30" o.c.	
VOS	194	VIBURNUM OBOVATUM `SELECT`	WALTERS SELECT VIBURNUM	36" HT. X 24" SP.	7 GAL.	36" o.c.	
GRASSES							
MUC	84	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	10" HT. X 10" SP.	1 GAL.	36" o.c.	
TDF	19	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	18-24" HT. X 18-24" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
DTV	24	DIANELLA TASMANICA `VARIEGATA`	FLAX LILY	10" HT. X 10" SP.	1 GAL.	24" o.c.	
JCC	44	JUNIPERUS CONFERTA `COMPACTA`	SHORE JUNIPER	8-10" HT. X 8-10" SP.	3 GAL.	30" o.c.	
TV	77	TULBAGHIA VIOLACEA	SOCIETY GARLIC	12" SP.	1 GAL.	18" o.c.	
ZF	42	ZAMIA FLORIDANA	COONTIE PALM	12"HT.X12"SP.	3 GAL.	30" o.c.	
SOD							

LANDSCAPE BUFFER REQUIREMENTS

		REQUIRED	PROVIDED
NORTH	(310 L.F.)		
	MINIMUM WIDTH	5'	5'
	1 TREES PER 50 L.F.	6	8
	HEDGE	YES	YES
SOUTH 'A'	SIXTH AVE (75 L.F.)		
	MINIMUM WIDTH	5'	5'
	1 TREES PER 50 L.F.	2	2
	HEDGE	YES	YES
SOUTH 'B'	(210 L.F.)		
	MINIMUM WIDTH	5'	5'
	1 TREES PER 50 L.F.	4	6
	HEDGE	YES	YES
EAST	(400 L.F.) - BUFFER TYPE 'A'		
	MINIMUM WIDTH	10'	10'
	1 TREES PER 25 L.F.	4	6
	HEDGE	YES	YES
WEST 'A'	(200 L.F.)		
	MINIMUM WIDTH	5'	5'
	1 TREE PER 50 L.F.	4	4
	HEDGE	YES	YES
WEST 'B'	RIDGEWOOD AVE. (154 L.F.)		
	MINIMUM WIDTH	10'	10'
	1 TREE PER 25 L.F.	6	6
	HEDGE	YES	YES

MINIMUM ON SITE TREES

TOTAL SITE ACREAGE	1.89 AC.
MINIMUM TREES REQUIRED ON SITE	33
CALCULATION: 82,328 S.F. / 2,500 S.F. = 33	
EXISTING TREES TO BE PRESERVED	21
NUMBER OF TREES PROVIDED ON LANDSCAPE PLAN	16
NUMBER OF PALMS PROVIDED:	5
TOTAL NUMBER OF TREES EXISTING PLUS PROVIDED	42

INTERIOR LANDSCAPE REQUIREMENTS

PARKING SPACES	73
IMPERVIOUS PARKING AND DRIVE AREA	15,968 S.F.
INTERIOR LANDSCAPE REQUIRED	630 S.F.
CALCULATION: (42 X 10) + ((15,968 - 5,000) / 50) =	
INTERIOR LANDSCAPE AREA PROVIDED	1,389 S.F.

Know what's below. Call before you dig

0 10 20 30 40

SCALE : 1" = 20'

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
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CIVIL ENGINEERING
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(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

DAYTONA CLIMBING COMPANY
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

PROJECT NO: ZC 23181
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 23181-LA
XREF'S: 23181_SURV.DWG
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JAKE STEHR, LA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: LA1 OF 2

R:\23181 DAYTONA CLIMBING COMPANY\FINAL ENGINEERING PLANS\CAD\DWGS\23181-LA.DWG — PRINTED: 7/17/2024, 8:11 AM

Attachment: Preliminary Development Plan (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Ave, Holly Hill, FL, 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Daytona Climbing Company, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3100 S Ridgewood Ave, #154, South Daytona, FL 32119.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property as a world class indoor rock-climbing facility; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

WHEREAS, the BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, (hereinafter the "Master Development Plan") subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Rock Climbing Gym with usual and customary uses such as sales of rock climbing equipment and accessories and sales of non-alcoholic drinks and snacks.

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Permitted maximum intensity measured in floor area ratio: 4.55

D. Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.

E. Minimum open space shall be 25% of the subject property.

F. Minimum landscaping is as shown and described on the Preliminary Development Plan.

G. Minimum lot size area (in acreage or square footage): 82,000 square feet

H. Minimum lot width (in feet): 100 feet

I. Minimum yard building setbacks:
1. Front yard: 25 ft
2. Side yard: 10 ft
3. Street side yard: 25 ft
4. Rear yard east side abutting homes: 35 ft

J. Maximum building height (in feet): 70 ft

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. If abutting residential property, lighting shall not exceed 5-foot candles at the property line.

M. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase I – 8,000 square foot rock climbing facility
Phase II – 6,500 building

N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

O. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

City of Holly Hill or to the applicable utility provider.

P. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

Q. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the BPUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence, and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in the paragraph below titled, "**Notices**."

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Property.

12. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

13. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

14. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

15. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

With copy to:

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Garrett Zinke
Daytona Climbing Company LLC
3100 S Ridgewood Ave, #154,
South Daytona, FL 32119

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

16. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

17. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

18. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

19. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

20. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

21. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

22. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

23. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

25. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

26**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of**

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

approval is specifically authorized by the City Commission at the time that the first phase is approved.

Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

EXHIBIT A

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

EXHIBIT B
Preliminary Development Plan

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

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

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 _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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: _____

DEVELOPER

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, 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

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

reliance by the City of Holly Hill, Florida

_____

Scott Simpson
City Attorney

Attachment: Development Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

EXHIBIT B

1) Rezone the Subject Property to BPUD to allow the construction of an 8,000 square foot building and permit rock climbing business and accessory uses.

2) Construction of the 8,000 square foot building as permitted by the BPUD rezoning.

3) Commence operations of a business utilizing all 8,000 square feet for the rock climbing business and accessory uses.

Attachment: Exhibit B - Escrow Agreement (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

AMENDED
ESCROW AGREEMENT

THIS AMENDED ESCROW AGREEMENT (the "Amended Agreement") is made and entered into this ___ day of _____, 2024, by and among CITY OF HOLLY HILL (City), 627 RIDGEWOOD, LLC (Buyer), DAYTONA CLIMBING COMPANY, LLC (Developer) and SCOTT E. SIMPSON, PA ("Escrow Agent").

RECITALS

WHEREAS, the Buyer acquired from the City a parcel of vacant real property located at 627 Ridgewood Avenue, Holly Hill, Florida and with a legal description attached hereto marked as Exhibit A (Subject Property).

WHEREAS, the City agreed to sell the Subject Property for $200,000.00 due to the development project the Buyer proposed to construct on the Subject Property, a description of the project is attached as Exhibit B.

WHEREAS, to insure that the project proposed by the Buyer is constructed, the City and Buyer entered into an Addendum to the Purchase and Sales Contract to require the Buyer to deposit a performance guarantee of $50,000.00 to be held in escrow.

WHEREAS, City, Buyer and Escrow Agent executed an Escrow Agreement effective January 10, 2022 outlining the terms and conditions of releasing the escrowed funds.

WHEREAS, due to circumstances, the parties need to amend the terms and conditions of the release of the Escrow Funds.

WHEREAS, the Developer is being added as a party to do Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1
ACCEPTANCE OF APPOINTMENT AND DEPOSIT INTO ESCROW

Section 1.1 WHEREAS Recitals. The recitals in the above WHEREAS are hereby incorporated herein as is specifically set forth.

Section 1.2 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to continue to hold and distribute all Escrow Funds in Scott E. Simpson, PA Trust Account in accordance with the terms and conditions of this Amended Agreement.

Attachment: Amended Holly Hill Escrow - from Simpson (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

Attachment: Amended Holly Hill Escrow - from Simpson (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

ARTICLE 2
RELEASE FROM ESCROW

Section 2.1 Release of Escrow Funds. Escrow Agent shall release the $50,000.00 performance guarantee to the Buyer if the Buyer receives a Certificate of Occupancy from the City upon completion of the project described in Exhibit B on the Subject Property by _____. In the event the Buyer does not obtain a Certificate of Occupancy from the City for the project described in Exhibit B on the Subject Property by _____, the Escrow Agent shall release the $50,000.00 performance guarantee to the City.

The above determination by the Escrow Agent shall be based solely on whether the City has issued a Certificate of Occupancy for the project described in Exhibit B on the Subject Property by _____ and a copy of said Certificate of Occupancy must be provided to the Escrow Agent by _____.

Section 2.2 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between any of the parties, or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's reasonable satisfaction, the proper disposition of the Escrow Funds or the Escrow Agent's proper actions with respect to its obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instructions with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Funds held by Escrow Agent, and deliver the Escrow Funds for holding and disposition in accordance with the instructions of such court.

ARTICLE 3
RIGHTS/RESPONSIBILITIES OF ESCROW AGENT AND RELEASE OF ESCROW AGENT

Section 3.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax, (c) within one day after being sent by recognized overnight delivery service, or (d) within three business days after being mailed by certified U.S. mail, postage prepaid, and in

each case addressed as provided for in the Contract. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed.

Section 4.2 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

Section 4.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 4.4 Counterparts, Faxes and Emails: This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness

_____

_____

_____

_____

_____

_____

Escrow Agent

_____
Scott E. Simpson, P.A.

Date:_____

City of Holly Hill

By:_____

Title:_____

Date:_____

627 Ridgewood, LLC

By:_____

Title:_____

Date:_____

Attachment: Amended Holly Hill Escrow - from Simpson (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

_____

_____

Daytona Climbing Company, LLC

By:_____

Title:_____

Date:_____

Attachment: Amended Holly Hill Escrow - from Simpson (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

EXHIBIT "A"

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Exhibit A - Legal Description (2024-O-3076 : Route 1 Climbing PD AKA Daytona Rock Climbing Rezone)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **May 14, 2024**
FROM: **Joseph Forte**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2 (Administration), Section 2-30 (Salary, Health and Life Insurance; Expenses) Increasing the Expense Allowance and Honorarium for the Mayor from $12,000 to 17% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes and for City Commissioners from $8,000 to 11.5% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3077**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission has not had an increase in their salary, health and life insurance expenses since 2001. The cost of performing the duties of the Mayor and City Commissioner has increased equivalently with the cost of living over the past 23 years. The proposed increase is a fixed percentage of the salaries of Elected Constitutional Officers and School Board Districts Table 3 (County Commissioners) and will change with the increase or decrease with Chapter 145, Florida Statutes.

FISCAL ANALYSIS:

The Mayor's salary will increase annually from $12,000.00 to $18,488.69, Commissioner salaries will increase from $8,000.00 to $12,507.06.

STAFF RECOMMENDATION:

To be determined based on the City Commission's discussion.

MOTION:

To be determined by the City Commission.

ATTACHMENTS:

- Salaries of Elected Officials County Commission (PDF)

HISTORY:

04/23/24 City Commission APPROVED AT 1ST READING
Next: 05/14/24

Mayor Via opened public participation.

Kimberly Dibble, Holly Hill; and Gabriel Varga, Daytona Beach.

Mayor Via closed public participation.

Mayor Via stated they will vote on the amendment first. There's a motion on the floor to approve this Ordinance as written by staff then there was an amendment made to that so now they have to vote on the amendment first, which says that we're taking out the dependents health care. That's what this amendment is on. If you agree with that, you vote yes, if you disagree with it, you vote no and then after that then we'll have a motion (on the original motion as amended).

AMENDED MOTION TO APPROVE THE ORDINANCE AS WRITTEN:

*Commissioner Currie made a motion to amend her motion to **APPROVE ORDINANCE 3077 AS WRITTEN BY STAFF,** seconded by Commissioner Danio.*

ROLL CALL VOTE: Currie - Yes, Danio - Yes, Penny - Yes, Johnson - Yes, Mayor Via - No.

PASSED: 4-1.

THE ORIGINAL MOTION AS AMENDED WITHOUT THE DEPENDANT COVERAGE - (THEY ARE VOTING ON THE PAY RAISE WITHOUT DEPENDANT COVERAGE):

*Commissioner Currie made a motion to **APPROVE AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES. AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES, ~~ADDING A HEALTH INSURANCE BENEFIT TO COMMISSION MEMBERS FOR DEPENDANT COVERAGE~~,** seconded by Commissioner Johnson.*

ROLL CALL VOTE: Currie - Yes, Johnson - Yes, Penny - No, Danio - Yes, Mayor Via - No.

PASSED: 3-2.

Ordinance No. 2024-3077

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has not had an increase in their salary, health and life insurance; expenses since 2001; and

WHEREAS, the cost of performing the duties of the Mayor and City Commissioner has increased equivalently with the cost of living; and

WHEREAS, the proposed increase is a fixed percentage of the salaries of Elected Constitutional Officers and School board Districts Table 3 (County Commissioners); and

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 amends Chapter 2 (Administration), Section 2-30 (Salary, health and life insurance; expenses) to read as follows:

Sec. 2-30. Expense allowance, health insurance, and honorarium.

(a) The annual expense allowance for the city commission, except for the mayor, shall be 11.5%-that of the salaries of elected constitutional officers and school board Districts each fiscal year, pursuant to the salary formula in Chapter 145, Florida Statutes, payable in 26 equal installments. The annual expense allowance for the mayor shall be 17% that of the salaries of elected constitutional officers and school board Districts each fiscal year, pursuant to the salary formula in Chapter 145, Florida Statutes, payable in 26 equal installments. If actual expenses are less than the expense allowance, any excess funds over actual expenses shall constitute an honorarium. Any salary adjustment outlined above shall take effect on January 1st 2025 and then on October 1st of each subsequent year.

SUBSECTION (B) (C) AND (D) SHALL REMAIN UNCHANGED

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 January 1, 2025.

APPROVED AND AUTHENTICATED on this 14th day of May, 2024 for second and final reading.

Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2023-24

September 2023

The Florida Legislature's

Office of Economic and Demographic Research

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2023-24

Summary:
The practice of determining the compensation of Florida's county constitutional officers by state law was sanctioned by the Constitution of 1885 and has been maintained since the 1968 constitutional revision.[1] However, it was not until 1973 that the Legislature authorized the salary compensation formula that was the precursor to its present form.[2] Prior to that legislation, the authorization of changes to county officers' compensation required frequent legislative action. A summary of these historical constitutional provisions and general law amendments can be found in this report's appendix.

In expressing its intent, the Legislature determined that a uniform salary law was needed to replace the previous local law method of determining compensation, which was haphazard, preferential, inequitable, and probably unconstitutional.[3] In addition, the Legislature intended to provide for uniform compensation of county officers having substantially equal duties and responsibilities and basing these uniform salary schedules on countywide population. Furthermore, in acknowledging the Legislature's stated intent for uniformity, Florida's Attorney General opined in 2008 that a sheriff could not voluntarily reduce his or her salary below that established by law.[4] However, in 2009, the Legislature authorized district school board members and elected school superintendents to reduce their salaries on a voluntary basis.[5] Furthermore, in 2011, the Legislature authorized county commissioners, clerks of circuit court, county comptrollers, sheriffs, supervisors of elections, property appraisers, and tax collectors to voluntarily reduce their salaries.[6]

The statutory salary provisions apply to all designated officers in all counties, except those officials whose salaries are not subject to being set by the Legislature due to the provisions of a county home rule charter, as well as those officials of counties that have a chartered consolidated form of government as provided in Chapter 67-1320, L.O.F., (i.e., Duval County).[7] The adoption of a charter provides the county's electors with a mechanism to fundamentally alter the form of county government and the status of constitutional officers.[8] Salaries have been computed for all officers of charter counties and are provided for reference purposes even though the statutorily-calculated figures may not be applicable.

The current salary formula methodology specifies that the latest official population census counts or intercensal estimates for the years between decennial censuses serve as a major component of the salary computation. In addition to the population figures, the salary formula contains five other components. The *base salary* and *group rate* components for the separate officers are specified in various sections of Chapter 145, F.S., for elected county officers and Chapter 1001, F.S., for elected school district officials.[9] The *initial*

1. Section 5, Art. II, State Constitution.
2. Chapter 73-173, L.O.F.
3. Section 145.011, F.S.
4. Florida Attorney General Opinion 2008-28 available at https://www.myfloridalegal.com/ag-opinions.
5. Chapters 2009-3 and 2009-59, L.O.F.
6. Chapter 2011-158, L.O.F.
7. Section 145.012, F.S.
8. According to the Florida Association of Counties, Florida's charter counties and their respective year of charter adoption are as follows: Alachua (1987), Brevard (1994), Broward (1975), Charlotte (1986), Clay (1991), Columbia (2002), Duval (1968), Hillsborough (1983), Lee (1996), Leon (2002), Miami-Dade (1957), Orange (1987), Osceola (1992), Palm Beach (1985), Pinellas (1980), Polk (1998), Sarasota (1971), Seminole (1989), Volusia (1971) and Wakulla (2008) available at https://www.fl-counties.com/index.php/charter-county-information.
9. Sections 145.031, 145.051, 145.071, 145.09, 145.10, 145.11, 1001.395, 1001.47, F.S.

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

factor component is currently set in law as a constant numerical value.[10] The Florida Department of Management Services (DMS) annually certifies the remaining two components, the *annual factor* and *cumulative annual factor*, used in the salary formula calculations.[11] Historically, this annual certification has occurred in late summer during the month of August or September.[12]

Prior to 1984, the Florida Department of Community Affairs calculated salaries for county constitutional officers; however, that authority was deleted from law during the 1984 legislative session.[13] From 1985 through 2009, the former Legislative Committee on Intergovernmental Relations continued the annual salary calculations for county constitutional officers and elected school officials as a service to governmental units. Since 2010, the Legislature's Office of Economic and Demographic Research (EDR) has made the annual calculations. Since EDR is not required by law to perform these calculations, county government and school district officials are encouraged to independently verify the salaries of their respective elected officials.

General Law Amendments Affecting Elected County and School District Officers' Compensation:
There were no general law amendments resulting from the 2023 Regular and Special Legislative Sessions.

Definition of Terms Relevant to the Current Statutory Formula:
Population means the latest annual determination of population of local governments produced by EDR and provided to the Governor's Office in accordance with s. 186.901, F.S.[14] For the years between decennial censuses, the University of Florida's Bureau of Economic and Business Research (BEBR) generates annual population estimates for local governments, in accordance with a contract administered by EDR.

Salary means the total annual compensation, payable under the schedules set forth in Chapter 145, F.S., to be paid to an officer as personal income.[15]

Annual Factor means 1 plus the lesser of either: 1) the average percentage increase in the salaries of state career service employees for the current fiscal year as determined by the DMS or as provided in the General Appropriations Act; or 2) 7 percent.[16]

Cumulative Annual Factor means the product of all annual factors certified under this act prior to the fiscal year for which salaries are being calculated.[17]

Initial Factor means a factor of 1.292, which is the product, rounded to the nearest thousandth, of an earlier cost-of-living increase factor authorized by Chapter 73-173, L.O.F., and intended by the Legislature to be preserved in adjustments to salaries made prior to the enactment of Chapter 76-80, L.O.F., multiplied by the annual increase factor authorized by Chapter 79-327, L.O.F.[18]

10. Section 145.19(1)(c), F.S.
11. Section 145.19(2), F.S.
12. The letter from the Department of Management Services' Division of Human Resource Management, which certified the annual factor and cumulative annual factor for the 2023-24 fiscal year, was dated September 18, 2023. (Letter on file with EDR.)
13. Chapter 84-241, L.O.F.
14. Section 145.021(1), F.S.
15. Section 145.021(2), F.S.
16. Section 145.19(1)(a), F.S.
17. Section 145.19(1)(b), F.S.
18. Section 145.19(1)(c), F.S.

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

Salary Computation Methodology:
STEP 1 of the salary computation involves the determination of the relevant population group number for the elected officer based on the countywide population. **Table 1** lists the official 2022 county population estimates used to compute the 2023-24 salaries. **These estimates were used because they reflect the latest annual determination of population of local governments produced by EDR and provided to the Governor's Office in accordance with s. 186.901, F.S.**

Two sets of countywide population ranges are used to determine the salaries of the elected officers. One set applies to the clerk of circuit court, county comptroller (if applicable), tax collector, property appraiser, supervisor of elections, sheriff, and school superintendent. The second set applies only to county commissioners and school board members. Each population range has an assigned population group number.

STEP 2 of the salary computation involves the determination of the relevant base salary and group rate that corresponds to the population group number determined in the first step. **Table 2** displays the applicable sets of population ranges, base salaries, and group rates, which correspond to each population group number.

STEP 3 involves computing the salaries of elected county officers using the following formula.

Salary = [Base Salary + (Population Above Group Minimum x Group Rate)] x

Initial Factor x Certified Annual Factor x Certified Cumulative Annual Factor

Sample Computation of Salary:
Alachua County's Clerk of Circuit Court, Property Appraiser, Supervisor of Elections, and Tax Collector

2022 Countywide Population Estimate:	287,872
Group Number (IV) Minimum:	200,000
Corresponding Base Salary (i.e., Group IV):	$30,175
Corresponding Group Rate (i.e., Group IV):	0.01575
Initial Factor:	1.292
Certified Annual Factor:	1.0577
Certified Cumulative Annual Factor:	3.9081

Salary = [$30,175 + [(287,872 - 200,000) x 0.01575]] x 1.292 x 1.0577 x 3.9081 = $168,544

Salaries of Elected County Constitutional Officers:
Table 3 displays the salaries for the county constitutional officers calculated pursuant to the statutory formula. As previously mentioned, these salaries apply to all designated officers in all counties, except those officials whose salaries are not subject to being set by the Legislature due to the provisions of a county home rule charter, as well as those officials of counties that have a chartered consolidated form of government as provided in Chapter 67-1320, L.O.F., (i.e., Duval County). The formula-based salaries of supervisors of elections are based upon a five-day workweek; however, if a supervisor does not keep his or her office open five days per week then the salary is prorated accordingly.[19] EDR's calculation of each

19. Section 145.09(2), F.S.

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supervisor of elections' salary is based on the assumption of a five-day workweek and does not reflect any applicable pro rata reduction. Each elected county constitutional officer may reduce his or her salary rate on a voluntary basis; however, the salary figures published in this report do not reflect any such voluntary reductions.[20] Additionally, these salary figures do not include any special qualification salary (discussed in the section entitled *Additional Compensation*), which may be awarded to eligible officers.

Salaries of Elected School Superintendents and School Board Members:
Table 3 also displays the salaries for the school superintendents and school board members calculated pursuant to the statutory formula. The formula-based salary computation is made for each school district's superintendent and included in the table even though the statutory provisions apply only to elected superintendents. Additionally, the salary figures do not include any special qualification salary, performance salary incentive, or district school board-approved salary (each discussed in the section entitled *Additional Compensation*), which may be awarded to eligible elected school superintendents. Each elected school board member and school superintendent may also reduce his or her salary rate on a voluntary basis; however, the salary figures published in this report do not reflect any such voluntary reductions.[21]

Furthermore, Chapter 2018-5, L.O.F., amended s. 1001.395(3), F.S., to provide that the salary of each elected school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold a baccalaureate degree, whichever is less. This change became effective July 1, 2019. The salary figures of school board members published in this report only reflect the amounts calculated pursuant to the statutory formula.

Effective Date of Salary Changes:
Elected county and school officers' salaries are adjusted annually pursuant to law, but the law fails to specify the effective date of these annual changes.[22] Florida's county governments operate on the October 1st to September 30th local fiscal year, while Florida's school districts operate on the July 1st to June 30th state fiscal year. In an attempt to clarify this uncertainty, Florida's Attorney General opined that salary increases are effective October 1st for the elected county officers and July 1st for the elected school district officials.[23]

Additional Compensation:
Select county constitutional officers are eligible to receive a special qualification salary of up to $2,000 added to their formula-based salary; however, the officer must first successfully complete the required certification program.[24] Any officer becoming certified during a calendar year receives in that year a pro rata share of the special qualification salary based on the remaining period of the year. Any special qualification salary is added after the calculation of the formula-based salary.

Certification programs are offered to the clerks of circuit court, sheriffs, supervisors of elections, property appraisers, tax collectors, and elected school superintendents, and the officer is required to complete a course of continuing education to remain certified.[25] The following state agencies prescribe the courses of

20. Sections 145.031(3), 145.051(3), 145.071(3), 145.09(4), 145.10(3), 145.11(3), F.S.
21. Sections 1001.395(2), 1001.47(6), F.S.
22. Section 145.19(2), F.S.
23. Florida Attorney General Opinion 79-87.
24. Section 145.19(2), F.S.
25. Sections 145.051(2), 145.071(2), 145.09(3), 145.10(2), 145.11(2), 1001.47(4), F.S.

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continuing education: the Supreme Court for clerks of circuit court; the Department of Law Enforcement for sheriffs; the Department of State's Division of Elections for supervisors of elections; the Department of Revenue for property appraisers and tax collectors; and the Department of Education for elected school superintendents.

In addition to the special qualification salary for elected school superintendents, the Department of Education also provides a leadership development and performance compensation program, which consists of two phases: a content, knowledge, and skills phase; and a competency acquisition phase.[26] Upon successful completion of both phases and demonstrated successful performance, the school superintendent is issued a Chief Executive Officer Leadership Development Certificate and given an annual performance salary incentive of not less than $3,000 nor more than $7,500 based upon his or her performance evaluation. For elected school superintendents, current law also provides that a district school board may approve, by majority vote, a salary in excess of the formula-based amount.[27]

Payment of Group Insurance Premiums or Charges:
Current law authorizes the payment of premiums or charges for group insurance for those county officers whose compensation is fixed by Chapter 145, F.S.[28] All or any portion of the payment of the costs of life, health, accident, hospitalization, or annuity insurance for county officers, as authorized in s. 112.08, F.S., is not deemed to be compensation within the purview of Chapter 145, F.S.[29]

Role of EDR:
As previously mentioned, EDR has continued the annual calculations of elected county constitutional officers and school district officials' salaries as a service to interested parties. No legislative entity is under statutory obligation to perform these annual calculations; therefore, county government and school district officials are encouraged to independently compute the salaries of their own elected officers in order to verify the salary figures published in this report.

Beyond making the formula-based salary calculations and publishing this annual report, the EDR does not collect any of the following information: 1) the salary figures of those officers whose salaries are not set pursuant to the statutory formula; 2) the salary figures of those officers choosing to voluntarily reduce their salary; 3) a listing of county constitutional officers and elected school superintendents receiving any special qualification salary and the amounts of those supplemental awards; 4) a listing of elected school superintendents receiving any performance salary incentive or district school board-approved salary and the amounts of those supplemental awards; and 6) the amounts of any group insurance premiums or charges paid on behalf of those county officers whose compensation is fixed by law. Persons interested in obtaining such figures should contact the county government or school district directly.

Florida Attorney General Opinions:
Florida's Attorney General has issued the following legal opinions relevant to the salary issue.

Opinion #	Subject
2008-28	Sheriff – voluntary reduction of salary
99-63	Clerk, fees imposed on county commission

26. Section 1001.47(5), F.S.
27. Section 1001.47(1), F.S.
28. Section 112.14, F.S.
29. Section 145.131(3), F.S.

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93-94	Class C travel and mileage reimbursements
93-31	Fee officer's salary
91-68	Florida Retirement System
82-68	Salary incentive benefits for sheriff
81-45	Ch. 80-377; school boards
79-87	County officers' salary adjustments
79-66	Salary of county officer, deficiency
78-159	Payment of clerk's social security benefits
77-131	School board members, group insurance purchase
76-157	Sheriffs and financial reports
75-241	Investment income as interest
75-147	Public funds for group life insurance
74-184	Changes in salaries and county population
74-177	Calculating filing fees for candidates

The full texts of those opinions are available via the searchable online database of legal opinions.[30] Local government officials seeking more clarification should review the opinions in their entirety. The reader should keep the date of the opinion in mind when reviewing its relevance to current law or any interpretations that have been articulated in Florida case law.

Salaries of Other Elected State Officials and Full-Time Members of Commissions:
The salaries of Florida's elected state officials and full-time members of commissions are not set by a statutory salary formula, but are set annually in the General Appropriations Act and may be reduced on a voluntary basis.[31] Listed below are the salaries of those elected officials and commission members, effective July 1, 2023, which do not reflect any voluntary reductions.

Elected State Officials and Full-Time Commission Members	Salary
Governor	$ 141,400
Lieutenant Governor	$ 135,516
Chief Financial Officer	$ 139,988
Attorney General	$ 139,988
Commissioner of Agriculture	$ 139,988
Supreme Court Justice	$ 251,414
Judges - District Courts of Appeal	$ 212,562
Judges - Circuit Courts	$ 191,163
Judges - County Courts	$ 180,616
Judges of Compensation Claims	$ 172,000
State Attorneys	$ 212,562
Public Defenders	$ 212,562
Public Service Commission - Commissioner	$ 150,480
Gaming Control Commission - Commissioner	$ 150,480
Public Employees Relations Commission - Chair	$ 111,449
Public Employees Relations Commission - Commissioners	$ 52,838
Commission on Offender Review - Chair	$ 141,750

30. https://www.myfloridalegal.com/ag-opinions
31. Section 8 of Chapter 2023-239, L.O.F.

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Elected State Officials and Full-Time Commission Members	Salary
Commission on Offender Review - Commissioners	$ 131,250
Criminal Conflict and Civil Regional Counsels	$ 136,810

The annual salaries of members of the Florida Senate and House of Representatives are set as a fixed dollar amount, but current law includes a provision for annual adjustment on July 1st based on the average percentage increase in the salaries of state career service employees for the fiscal year just concluded.[32] However, notwithstanding the provisions of s. 11.13(1), F.S., the authorized salaries of state legislators for the 2023-24 fiscal year are set at the same level in effect on July 1, 2010.[33] Consequently, the salaries for the Senate President and House Speaker are $41,181 each, and the salaries for all other Senate and House members are $29,697 each.

Availability of Historical Salary Data:
Several compilations of prior years' salary data are available.[34]

32. Section 11.13(1), F.S.
33. Section 74 of Chapter 2023-240, L.O.F.
34. http://edr.state.fl.us/Content/local-government/data/data-a-to-z/s-z.cfm

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Table 1
Florida's 2022 County Population Estimates

County	Population	County	Population
Alachua	287,872	Lee	802,178
Baker	27,881	Leon	299,130
Bay	184,002	Levy	44,288
Bradford	27,013	Liberty	7,831
Brevard	627,544	Madison	18,438
Broward	1,969,099	Manatee	421,768
Calhoun	13,740	Marion	391,983
Charlotte	196,742	Martin	161,655
Citrus	158,009	Miami-Dade	2,757,592
Clay	225,553	Monroe	83,961
Collier	390,912	Nassau	95,809
Columbia	71,525	Okaloosa	215,751
DeSoto	34,748	Okeechobee	39,385
Dixie	16,988	Orange	1,481,321
Duval	1,033,533	Osceola	424,946
Escambia	329,583	Palm Beach	1,518,152
Flagler	124,202	Pasco	592,669
Franklin	12,729	Pinellas	972,852
Gadsden	43,967	Polk	770,019
Gilchrist	18,841	Putnam	74,249
Glades	12,273	St. Johns	296,919
Gulf	15,938	St. Lucie	350,518
Hamilton	13,395	Santa Rosa	196,834
Hardee	25,544	Sarasota	452,378
Hendry	40,633	Seminole	484,054
Hernando	199,207	Sumter	141,420
Highlands	103,102	Suwannee	44,688
Hillsborough	1,520,529	Taylor	21,375
Holmes	19,784	Union	15,550
Indian River	165,559	Volusia	572,815
Jackson	48,395	Wakulla	35,169
Jefferson	14,923	Walton	79,544
Lafayette	7,808	Washington	25,461
Lake	403,857	**Florida Total**	**22,276,132**

Data Source: "Florida Estimates of Population 2022" Bureau of Economic and Business Research, University of Florida.

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Table 2
Salary Computation Statistics

Elected County Constitutional Officers	Population Group Numbers	County Population Range Minimum	County Population Range Maximum	Base Salary	Group Rate
Clerk of Circuit Court	I	0	49,999	$21,250	0.07875
Comptroller	II	50,000	99,999	$24,400	0.06300
Property Appraiser	III	100,000	199,999	$27,550	0.02625
Supervisor of Elections	IV	200,000	399,999	$30,175	0.01575
Tax Collector	V	400,000	999,999	$33,325	0.00525
ss. 145.051, 145.09, 145.10, and 145.11, F.S.	VI	1,000,000		$36,475	0.00400
Sheriff	I	0	49,999	$28,350	0.07875
s. 145.071, F.S.	II	50,000	99,999	$31,500	0.06300
	III	100,000	199,999	$34,650	0.02625
	IV	200,000	399,999	$37,275	0.01575
	V	400,000	999,999	$40,425	0.00525
	VI	1,000,000		$43,575	0.00400
County Commissioners	I	0	9,999	$4,500	0.150
s. 145.031, F.S.	II	10,000	49,999	$6,000	0.075
	III	50,000	99,999	$9,000	0.060
	IV	100,000	199,999	$12,000	0.045
	V	200,000	399,999	$16,500	0.015
	VI	400,000	999,999	$19,500	0.005
	VII	1,000,000		$22,500	0.000
Elected School District Officials	**Population Group Numbers**	**County Population Range Minimum**	**County Population Range Maximum**	**Base Salary**	**Group Rate**
School Superintendent	I	0	49,999	$21,250	0.07875
s. 1001.47, F.S.	II	50,000	99,999	$24,400	0.06300
	III	100,000	199,999	$27,550	0.02625
	IV	200,000	399,999	$30,175	0.01575
	V	400,000	999,999	$33,325	0.00525
	VI	1,000,000		$36,475	0.00400
School Board Members	I	0	9,999	$5,000	0.083300
s. 1001.395, F.S.	II	10,000	49,999	$5,833	0.020830
	III	50,000	99,999	$6,666	0.016680
	IV	100,000	199,999	$7,500	0.008330
	V	200,000	399,999	$8,333	0.004165
	VI	400,000	999,999	$9,166	0.001390
	VII	1,000,000		$10,000	0.000000

Note: This table reflects the statutory change enacted by Chapter 2016-157, Laws of Florida, which made the base salaries and group rates used to calculate a supervisor of election's salary the same as the current base salaries and group rates used to calculate the salaries of the clerks of circuit court, county comptrollers, property appraisers, and tax collectors. Additionally, this table reflects the statutory change enacted by Chapter 2022-23, Laws of Florida, which increased the base salaries of county sheriffs by $5,000 across all population groups, effective July 1, 2022.

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Table 3

Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2023-24
Pursuant to the Salary Formula in Chapter 145, Florida Statutes
See Table Notes for Additional Clarification

	Elected County Constitutional Officers						Elected School District Officials	
County	Clerk of Circuit Court	Property Appraiser	Supervisor of Elections	Tax Collector	Sheriff	County Commissioners	School Superintendent	School Board Members
Alachua c	$ 168,544	$ 168,544	$ 168,544	$ 168,544	$ 206,462	$ 95,159	$ 168,544	$ 46,458
Baker e	$ 125,214	$ 125,214	$ 125,214	$ 125,214	$ 163,132	$ 39,206	$ 125,214	$ 33,141
Bay e	$ 158,910	$ 158,910	$ 158,910	$ 158,910	$ 196,828	$ 84,275	$ 158,910	$ 43,792
Bradford e	$ 124,849	$ 124,849	$ 124,849	$ 124,849	$ 162,767	$ 38,858	$ 124,849	$ 33,044
Brevard c	$ 184,356	$ 184,356	$ 184,356	$ 184,356	$ 222,274	$ 110,218	$ 184,356	$ 50,641
Broward c	$ 215,501	$ 215,501	$ 215,501	$ 215,501	$ 253,419	$ 120,164	$ 215,501	$ 53,406
Calhoun e	$ 119,267	$ 119,267	$ 119,267	$ 119,267	$ 157,185	$ 33,542	$ 119,267	$ 31,568
Charlotte c	$ 160,696	$ 160,696	$ 160,696	$ 160,696	$ 198,614	$ 87,337	$ 160,696	$ 44,358
Citrus e	$ 155,266	$ 155,266	$ 155,266	$ 155,266	$ 193,184	$ 78,028	$ 155,266	$ 42,635
Clay c e	$ 163,302	$ 163,302	$ 163,302	$ 163,302	$ 201,221	$ 90,167	$ 163,302	$ 45,072
Collier	$ 177,211	$ 177,211	$ 177,211	$ 177,211	$ 215,130	$ 103,414	$ 177,211	$ 48,750
Columbia c e	$ 137,553	$ 137,553	$ 137,553	$ 137,553	$ 175,471	$ 54,963	$ 137,553	$ 37,518
DeSoto e	$ 128,102	$ 128,102	$ 128,102	$ 128,102	$ 166,020	$ 41,956	$ 128,102	$ 33,905
Dixie e	$ 120,633	$ 120,633	$ 120,633	$ 120,633	$ 158,551	$ 34,843	$ 120,633	$ 31,929
Duval c	$ 195,515	$ 195,515	$ 195,515	$ 195,515	$ 233,433	$ 120,164	$ 195,515	$ 53,406
Escambia	$ 172,053	$ 172,053	$ 172,053	$ 172,053	$ 209,971	$ 98,501	$ 172,053	$ 47,386
Flagler	$ 150,527	$ 150,527	$ 150,527	$ 150,527	$ 188,445	$ 69,904	$ 150,527	$ 41,131
Franklin e	$ 118,841	$ 118,841	$ 118,841	$ 118,841	$ 156,760	$ 33,137	$ 118,841	$ 31,455
Gadsden e	$ 131,979	$ 131,979	$ 131,979	$ 131,979	$ 169,898	$ 45,649	$ 131,979	$ 34,930
Gilchrist e	$ 121,412	$ 121,412	$ 121,412	$ 121,412	$ 159,330	$ 35,585	$ 121,412	$ 32,135
Glades e	$ 118,650	$ 118,650	$ 118,650	$ 118,650	$ 156,568	$ 32,954	$ 118,650	$ 31,405
Gulf e	$ 120,191	$ 120,191	$ 120,191	$ 120,191	$ 158,109	$ 34,422	$ 120,191	$ 31,812
Hamilton e	$ 119,121	$ 119,121	$ 119,121	$ 119,121	$ 157,040	$ 33,403	$ 119,121	$ 31,529
Hardee e	$ 124,231	$ 124,231	$ 124,231	$ 124,231	$ 162,149	$ 38,270	$ 124,231	$ 32,881
Hendry e	$ 130,577	$ 130,577	$ 130,577	$ 130,577	$ 168,495	$ 44,314	$ 130,577	$ 34,560
Hernando	$ 161,042	$ 161,042	$ 161,042	$ 161,042	$ 198,960	$ 87,929	$ 161,042	$ 44,468
Highlands e	$ 147,569	$ 147,569	$ 147,569	$ 147,569	$ 185,487	$ 64,833	$ 147,569	$ 40,193
Hillsborough c	$ 205,918	$ 205,918	$ 205,918	$ 205,918	$ 243,837	$ 120,164	$ 205,918	$ 53,406
Holmes e	$ 121,809	$ 121,809	$ 121,809	$ 121,809	$ 159,727	$ 35,963	$ 121,809	$ 32,240
Indian River	$ 156,325	$ 156,325	$ 156,325	$ 156,325	$ 194,243	$ 79,843	$ 156,325	$ 42,971
Jackson e	$ 133,842	$ 133,842	$ 133,842	$ 133,842	$ 171,760	$ 47,423	$ 133,842	$ 35,423
Jefferson e	$ 119,764	$ 119,764	$ 119,764	$ 119,764	$ 157,682	$ 34,016	$ 119,764	$ 31,699
Lafayette e	$ 116,772	$ 116,772	$ 116,772	$ 116,772	$ 154,690	$ 30,288	$ 116,772	$ 30,177
Lake	$ 178,084	$ 178,084	$ 178,084	$ 178,084	$ 216,002	$ 104,245	$ 178,084	$ 48,981
Lee c	$ 189,252	$ 189,252	$ 189,252	$ 189,252	$ 227,170	$ 114,881	$ 189,252	$ 51,938
Leon c e	$ 169,491	$ 169,491	$ 169,491	$ 169,491	$ 207,409	$ 96,061	$ 169,491	$ 46,708
Levy e	$ 132,114	$ 132,114	$ 132,114	$ 132,114	$ 170,033	$ 45,778	$ 132,114	$ 34,966
Liberty e	$ 116,781	$ 116,781	$ 116,781	$ 116,781	$ 154,700	$ 30,306	$ 116,781	$ 30,187
Madison e	$ 121,242	$ 121,242	$ 121,242	$ 121,242	$ 159,161	$ 35,423	$ 121,242	$ 32,090
Manatee	$ 178,586	$ 178,586	$ 178,586	$ 178,586	$ 216,504	$ 104,723	$ 178,586	$ 49,114
Marion	$ 177,301	$ 177,301	$ 177,301	$ 177,301	$ 215,220	$ 103,500	$ 177,301	$ 48,774
Martin	$ 155,777	$ 155,777	$ 155,777	$ 155,777	$ 193,696	$ 78,905	$ 155,777	$ 42,797
Miami-Dade c	$ 232,345	$ 232,345	$ 232,345	$ 232,345	$ 270,263	$ 120,164	$ 232,345	$ 53,406
Monroe	$ 141,737	$ 141,737	$ 141,737	$ 141,737	$ 179,656	$ 58,948	$ 141,737	$ 38,626
Nassau e	$ 145,724	$ 145,724	$ 145,724	$ 145,724	$ 183,642	$ 62,744	$ 145,724	$ 39,681
Okaloosa e	$ 162,478	$ 162,478	$ 162,478	$ 162,478	$ 200,396	$ 89,382	$ 162,478	$ 44,854
Okeechobee	$ 130,052	$ 130,052	$ 130,052	$ 130,052	$ 167,970	$ 43,814	$ 130,052	$ 34,421
Orange c	$ 205,081	$ 205,081	$ 205,081	$ 205,081	$ 242,999	$ 120,164	$ 205,081	$ 53,406
Osceola c	$ 178,675	$ 178,675	$ 178,675	$ 178,675	$ 216,594	$ 104,808	$ 178,675	$ 49,137
Palm Beach c	$ 205,868	$ 205,868	$ 205,868	$ 205,868	$ 243,786	$ 120,164	$ 205,868	$ 53,406
Pasco e	$ 183,378	$ 183,378	$ 183,378	$ 183,378	$ 221,296	$ 109,287	$ 183,378	$ 50,382
Pinellas c	$ 194,037	$ 194,037	$ 194,037	$ 194,037	$ 231,956	$ 119,439	$ 194,037	$ 53,205
Polk c	$ 188,350	$ 188,350	$ 188,350	$ 188,350	$ 226,269	$ 114,022	$ 188,350	$ 51,699
Putnam e	$ 138,470	$ 138,470	$ 138,470	$ 138,470	$ 176,388	$ 55,836	$ 138,470	$ 37,761
St. Johns	$ 169,305	$ 169,305	$ 169,305	$ 169,305	$ 207,223	$ 95,884	$ 169,305	$ 46,659
St. Lucie	$ 173,814	$ 173,814	$ 173,814	$ 173,814	$ 211,732	$ 100,178	$ 173,814	$ 47,851
Santa Rosa e	$ 160,709	$ 160,709	$ 160,709	$ 160,709	$ 198,627	$ 87,359	$ 160,709	$ 44,362
Sarasota c	$ 179,444	$ 179,444	$ 179,444	$ 179,444	$ 217,363	$ 105,541	$ 179,444	$ 49,341
Seminole c	$ 180,332	$ 180,332	$ 180,332	$ 180,332	$ 218,251	$ 106,386	$ 180,332	$ 49,576
Sumter e	$ 152,940	$ 152,940	$ 152,940	$ 152,940	$ 190,859	$ 74,042	$ 152,940	$ 41,897

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Table 3

Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2023-24 Pursuant to the Salary Formula in Chapter 145, Florida Statutes

See Table Notes for Additional Clarification

County		Elected County Constitutional Officers						Elected School District Officials	
		Clerk of Circuit Court	Property Appraiser	Supervisor of Elections	Tax Collector	Sheriff	County Commissioners	School Superintendent	School Board Members
Suwannee	e	$ 132,282	$ 132,282	$ 132,282	$ 132,282	$ 170,201	$ 45,938	$ 132,282	$ 35,011
Taylor	e	$ 122,478	$ 122,478	$ 122,478	$ 122,478	$ 160,396	$ 36,600	$ 122,478	$ 32,417
Union	e	$ 120,028	$ 120,028	$ 120,028	$ 120,028	$ 157,946	$ 34,267	$ 120,028	$ 31,769
Volusia	c	$ 182,821	$ 182,821	$ 182,821	$ 182,821	$ 220,739	$ 108,757	$ 182,821	$ 50,235
Wakulla	c e	$ 128,279	$ 128,279	$ 128,279	$ 128,279	$ 166,197	$ 42,125	$ 128,279	$ 33,952
Walton	e	$ 140,251	$ 140,251	$ 140,251	$ 140,251	$ 178,169	$ 57,532	$ 140,251	$ 38,232
Washington	e	$ 124,196	$ 124,196	$ 124,196	$ 124,196	$ 162,114	$ 38,236	$ 124,196	$ 32,872

A "c" denotes each of Florida's 20 charter counties, according to the Florida Association of Counties (FAC).
https://www.fl-counties.com/about-floridas-counties/charter-county-information/

An "e" denotes those school districts having an elected school superintendent, according to the Florida Association of District School Superintendents (FADSS).
https://fadss.org/membership/superintendents

Notes:

1) Salary figures have been calculated by the Florida Legislature's Office of Economic and Demographic Research (EDR) pursuant to the statutory formula in Chapter 145, F.S. Although not required by law, the EDR calculates salaries of elected county constitutional officers and school district officials as a service to county governments and school districts. County and school district officials are encouraged to independently compute and verify these salary figures.

2) The calculated salary figures for all officers reflect the use of April 1, 2022 countywide population estimates listed in "Florida Estimates of Population 2022" published by the University of Florida's Bureau of Economic and Business Research.

3) These salary figures may not be applicable to those elected county officers of a chartered consolidated government or those elected officers in counties having a home rule charter, which specifies another method of salary compensation. As indicated in this table, Florida currently has 20 charter counties.

4) Salary figures are included for each school district's superintendent even though the salaries determined by statutory formula are applicable only to elected school superintendents. As of September 15, 2023, Florida has 38 elected school superintendents.

5) These salary figures do not include any special qualification salary available to eligible clerks of circuit court, property appraisers, sheriffs, supervisors of elections, and tax collectors who have completed the required certification program specified in the relevant sections of Chapter 145, F.S. Additionally, the salary figures for elected school superintendents do not include any special qualification salary and performance salary incentive available to eligible elected school superintendents who have completed the required certification programs specified in Section 1001.47, F.S.

6) As the result of recent statutory authorizations (i.e., Chapters 2009-3, 2009-59, and 2011-158, L.O.F.), each elected county constitutional officer and school district official may voluntarily reduce his or her salary rate. However, the salary figures listed in this table do not reflect any such voluntary reductions.

7) This table reflects the statutory change enacted by Chapter 2016-157, L.O.F., which made the base salaries and group rates used to calculate a supervisor of election's salary the same as the current base salaries and group rates used to calculate the salaries of the clerks of circuit court, county comptrollers, property appraisers, and tax collectors.

8) Chapter 2018-5, L.O.F., amended s. 1001.395(3), F.S., to provide that the salary of each elected school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold a baccalaureate degree, whichever is less. Additionally, the legislation amended s. 1011.10, F.S., to provide that if any of the financial emergency conditions identified in s. 218.503(1), F.S., exist within a school district, then the salary of each district school board member and district school superintendent, calculated pursuant to ss. 1001.395 and 1001.47, F.S., shall be withheld until the conditions are corrected. However, this penalty will not apply to a district school board member or district school superintendent elected or appointed within one year after the identification of the financial emergency conditions in s. 218.503(1), F.S., if he or she did not participate in the approval or preparation of the final school district budget adopted before the identification of such conditions. These changes became effective July 1, 2019.

9) This table reflects the statutory change enacted by Chapter 2022-23, L.O.F., which increased the base salaries of county sheriffs by $5,000 across all population groups, effective July 1, 2022.

10) Pursuant to s. 145.19(2), F.S., the Florida Department of Management Services must annually certify two components of the salary formula calculation: the annual factor and cumulative annual factor. For the 2023-24 fiscal year, the certified annual factor is 1.0577 and the certified cumulative annual factor is 3.9081.

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

Appendix

Summary of Relevant Constitutional Provisions and Statutory Changes

Article III, section 27 and Article VIII, section 6 of the Florida Constitution of 1885 stated that the Legislature provides for the election of county officers and prescribes by law their powers, duties, and compensation.

Chapter 7334, 1917 Laws of Florida (L.O.F.), established by defined schedule the compensation of all county officials previously paid in whole or in part on the basis of fees or commissions.

Chapter 8497, 1921 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 9270, 1923 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 11954, 1927 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 14502, 1929 L.O.F., required fee or commission-based county officials to file itemized sworn statements showing receipts and disbursements of the office.

Chapter 14665, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, county judge, county assessor of taxes, superintendent of public instruction, tax collector, and clerk of the board of county commissioners in those counties having a population not less than 10,630 and not greater than 10,650.

Chapter 14666, 1931 L.O.F., set the annual compensation of clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk of civil court and criminal court of record in those counties having a population greater than 155,000.[1]

Chapter 15607, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, justice of the peace, and clerk of criminal court of record in those counties having a population not less than 13,600 and not greater than 13,650.

Chapter 15608, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, and clerk of civil court and criminal court of record in those counties having a population not less than 35,000 and not greater than 45,000.

Chapter 15611, 1931 L.O.F., set the annual compensation for county judge in those counties having a population not less than 7,200 and not greater than 7,400.

Chapter 15739, 1931 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, and county judge in those counties having a population not less than 19,000 and not greater than 22,000.

1. The title of tax assessor was subsequently changed to property appraiser per Chapter 77-102, L.O.F.

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

Chapter 15740, 1931 L.O.F., set the annual compensation for county judge, sheriff, clerk of circuit court, tax assessor, and tax collector in those counties having a population more than 17,650 and less than 19,000.

Chapter 15968, 1933 L.O.F., set the annual compensation for sheriff, tax assessor, tax collector, clerk of circuit court, and county judge in those counties having a population not more than 3,600 and not less than 3,400.

Chapter 15970, 1933 L.O.F., set the annual compensation for all county officials in those counties having a population not less than 18,100 and not more than 18,700.

Chapter 15971, 1933 L.O.F., set the annual compensation for county judge, sheriff, tax collector, tax assessor, justice of the peace, and constable in those counties having a population not less than 2,466 and not more than 2,500.

Chapter 15972, 1933 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and board of county commissioners in those counties having a population not less than 19,000 and not more than 22,000.

Chapter 15973, 1933 L.O.F., set the annual compensation for supervisor of registration, superintendent of public instruction, and justice of the peace in those counties having a population not less than 18,100 and not more than 18,700.

Chapter 15974, 1933 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax collector, tax assessor, county judge, clerk of county court and criminal court of record, superintendent of public instruction, supervisor of registration, members of the board of public instruction, and probation officer in those counties having a population not less than 70,000 and not more than 140,000.

Chapter 15975, 1933 L.O.F., set the annual compensation for county judge, sheriff, clerk of circuit court, superintendent of public instruction, tax assessor, tax collector, supervisor of registration, county commissioners, county board of public instruction, justice of the peace, constable, attorney for the board of county commissioners, attorney for the board of public instruction, and deputy sheriff in those counties having a population not less than 12,456 and not more than 12,900.

Chapter 15976, 1933 L.O.F., set the annual compensation for members of the board of county commissioners, members of the board of public instruction, county judge, county prosecuting attorney, and superintendent of public instruction of Jefferson County.

Chapter 15977, 1933 L.O.F., set the annual compensation for sheriff, tax collector, tax assessor, clerk of circuit court, and superintendent of public instruction in those counties having a population not less than 13,600 and not more than 13,700.

Chapter 15979, 1933 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax assessor, tax collector, county judge, clerk of criminal court of record, justice of the peace, and constable in those counties having a population not less than 49,800 and not more than 53,500.

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Chapter 15980, 1933 L.O.F., set the annual compensation for superintendent of public instruction, members of the board of county commissioners, members of the board of public instruction, and supervisor of registration in those counties having a population not less than 3,400 and not more than 3,700.

Chapter 16006, 1933 L.O.F., authorized the board of county commissioners in those counties having a population not less than 13,600 and not more than 13,700 to designate the number of deputies and the compensation of deputies in the offices of the sheriff, tax collector, tax assessor, and clerk of circuit court.

Chapter 16921, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk of civil and criminal court of record in those counties having a population more than 180,000.

Chapter 16922, 1935 L.O.F., set the annual compensation for county judge, tax assessor, tax collector, and superintendent of public instruction in those counties having a population not less than 4,060 and not more than 4,070.

Chapter 16923, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, county judge, superintendent of public instruction, and clerk in those counties having a population not less than 20,000 and not more than 23,000.

Chapter 16924, 1935 L.O.F., set the annual compensation for county commissioners, members of the board of public instruction, and superintendent of public instruction in those counties having a population not less than 6,418 and not more than 6,500.

Chapter 16925, 1935 L.O.F., set the annual compensation for sheriff, clerk of circuit court, tax collector, tax assessor, county judge, clerk of county court and criminal court of record in those counties having a population not less than 70,000 and not more than 140,000.

Chapter 16926, 1935 L.O.F., set the annual compensation for clerk of circuit court, sheriff, tax collector, tax assessor, and county judge in those counties having a population not less than 12,400 and not more than 12,500.

Chapter 16927, 1935 L.O.F., set the annual compensation for clerk of circuit court as county auditor, clerk of the board of county commissioners, sheriff, county judge, tax collector, and tax assessor in those counties having a population not less than 3,150 and not more than 3,200.

Chapter 16928, 1935 L.O.F., set the annual compensation for clerk of circuit court, tax assessor, tax collector, sheriff, county judge, superintendent of public instruction, clerk of criminal court of record, county solicitor, justice of the peace, and constable in those counties having a population not less than 45,000 and not more than 50,000.

Chapter 16929, 1935 L.O.F., amended Chapter 14666, 1931 L.O.F., so as to apply to all counties having a population of 150,000 according to the last or any future official census.

Chapter 20891, 1941 L.O.F., required the county's tax assessor and tax collector to pay a portion of all monies, in excess of the sum that the officer was entitled to as annual compensation, to the Board of Public Instruction.

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Chapter 24101, 1947 L.O.F., required fee or commission-based county officers to submit a report to the board of county commissioner annually rather than semi-annually.

Chapter 28041, 1953 L.O.F., modified the thresholds in the defined schedule that set the compensation of fee or commission-based county officials.

Chapter 61-461, L.O.F., provided for the compensation of county officers (i.e., members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector). The Legislature acknowledged that the functions, powers, duties, and responsibilities vary between county officers in the same county and between the same county officer in different counties with respect to the county's population, geography, economy, and government. Consequently, the amount of compensation set in law for each type of county officer varied from county to county, except for Dade County where compensation was determined locally based on home rule powers. The intent of the legislation was not to repeal, affect, or modify any local or special law, or general law of local application enacted prior to or during 1961 as to the compensation of county officers, travel expenses of county officers, or payment of extra compensation of the chair of the board of county commission or board of public instruction. Also, the legislation was not applicable where in conflict with relevant local laws in Franklin, Gadsden, Liberty, and Wakulla counties.

Chapter 63-560, L.O.F., increased, decreased, or left unchanged from amounts set in Chapter 61-461, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector. The legislation also provided for the compensation of county officials whose compensation for official duties was paid in whole or part by fees or commissions. The amount of such compensation was not to exceed $7,500, unless otherwise provided in law.

Chapter 65-356, L.O.F., increased, decreased, or left unchanged from amounts set in Chapter 63-560, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of registration, tax assessor, and tax collector.

Chapter 67-543, L.O.F., increased from amounts set in Chapter 65-356, L.O.F., the compensation for Broward County members of the board of county commissioners, sheriff, and tax assessor.

Chapter 67-576, L.O.F., increased, decreased, or left unchanged from amounts set in Chapters 65-356 and 67-543, L.O.F., the compensation for members of the board of county commissioners, members of the board of public instruction, clerk of circuit court, county judge, sheriff, superintendent of public instruction, supervisor of elections, tax assessor, and tax collector.

Chapter 67-594, L.O.F., increased from amount set in Chapter 67-576, L.O.F., the compensation for Gadsden County's tax assessor.

Article II, section 5(c) of the Florida Constitution, as revised in 1968, provided that the powers, duties, compensation, and method of payment of state and county officers are fixed by law.

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Chapter 69-211, L.O.F., declared legislative intent to preserve statewide uniformity of county officials' salaries and prohibited special laws or general laws of local application pertaining to compensation of members of the board of county commissioners, clerk of circuit court, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector.

Chapter 69-216, L.O.F., deleted references to sections of the 1885 constitution that were replaced by new sections in the 1968 revision.

Chapter 69-346, L.O.F., provided for the uniform salaries of members of the board of county commissioners, members of the district school board, clerk of circuit court, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector based upon the classification of counties according to population. The legislation provided that all other income of county officials from fees or services rendered to state, county, or municipal governments was income of the office and for the recording and reporting of fees collected as well as the disposition of excess fees. The legislation repealed previously enacted local or special laws or general laws of local application related to the compensation of county officials and repealed chapter provisions providing for the compensation of county judge.

Chapter 69-403, L.O.F., provided for the transfer of the salary provisions of county judge from Chapter 145 to Chapter 44, F.S., and repealed obsolete provisions in Chapter 145, F.S.

Chapter 70-395, L.O.F., provided a salary increase to sheriff in existing bracketed population counties and created three new population brackets with corresponding salaries for counties having a population in excess of 300,000 persons.

Chapter 70-419, L.O.F., provided that the salary of a board or commission member could not be reduced until the first Tuesday after the first Monday in January 1973.

Chapter 70-429, L.O.F., provided a salary increase to supervisors of elections in existing bracketed population counties.

Chapter 70-445, L.O.F., provided that those county officials whose total compensation was in excess of the salary payable pursuant to the chapter as amended effective July 1969, could continue to be compensated under the terms and conditions that prevailed immediately prior to July 1, 1969, until expiration of the official's present term of office. Thereafter, the salaries of those officials would be reduced to that provided by the chapter. The legislation excluded supervisor of elections from the 20 percent limitation. In addition, the legislation provided an additional monthly expense allowance for the chairs of county commissions.

Chapter 72-111, L.O.F., provided that payment of insurance for county officials and employees in s. 112.08, F.S., would not be considered additional compensation.

Chapter 72-240, L.O.F., delayed any change of procedures for determining the pay of certain county officials until the adjournment of the next regular legislative session following the submission of the first official recommendations of the State and County Officers' Compensation Commission, created pursuant to HB 184 (1972 session), or September 30, 1974, whichever occurred first.

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Chapter 72-404, L.O.F., added county comptroller to salary provisions of the clerk of circuit court. The legislation also provided that the county would pay the clerk's or county comptroller's salary if the state did not pay the salary. Additionally, the county would compensate the clerk of circuit court for any additional county court-related duties that the clerk would be required to perform if the state did not pay such compensation.

Chapter 73-172, L.O.F., modified the procedure regarding disposition of excess fees collected by a tax collector or assessor. The legislation provided that the tax assessor would receive as salary the base salary indicated, based on the county's population with compensation made for population increments over the minimum for each population group, which would be determined by multiplying the population in excess of the group minimum times the group rate. In addition, the legislation provided for a special qualification salary of $2,000 per year to qualified tax assessors. Also, the legislation provided for an additional adjustment to the tax assessor's salary based on the U.S. Department of Labor's Consumer Price Index, which would be multiplied by the adjusted salary rate. Finally, the legislation specified that the guaranteed salary provision upon resolution of the board of county commissioners would not apply to the tax assessor.

Chapter 73-173, L.O.F., redefined the definition of population used to calculate salaries. The legislation increased the salary of county commissioners, district school board members, clerk of circuit court and county comptroller, sheriff, superintendent of schools, supervisor of elections, tax assessor, and tax collector by establishing a calculation method. The calculation method provided that the officer would receive as salary the base salary indicated in the appropriate section of the chapter, based on the county's population with compensation made for population increments over the minimum for each population group, which would be determined by multiplying the population in excess of the group minimum times the group rate. In addition, the legislation provided for a special qualification salary of $2,000 per year to qualified tax assessors. Also, the legislation provided for an additional adjustment to all officers' salaries based on the U.S. Department of Labor's Consumer Price Index, which would be multiplied by the applicable adjusted salary rate.

Chapters 73-333 and 73-334, L.O.F., deleted obsolete provisions in the Chapter 145, F.S.

Chapter 74-325, L.O.F., clarified funds that could be included as income of the county official's office and provided that a county official could not use the office, its personnel, or its property for a private purpose.

Chapter 77-102, L.O.F., changed all chapter references of tax assessor to property appraiser to reflect a name change.

Chapter 79-190, L.O.F., changed reference from the Department of Administration to the Executive Office of the Governor with respect to the annual determination of population.

Chapter 79-327, L.O.F., provided that all county officers' salaries be adjusted annually, effective July 1, 1979, based on the average percentage increase in State Career Service employees' salaries as determined by the Department of Administration or as provided in the General Appropriations Act. The increases for any fiscal year were limited to no more than seven percent. In addition, it raised the base salaries for supervisor of elections by $4,300 in each population group, retroactive to the fiscal year beginning October 1, 1978.

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Chapter 80-31, L.O.F., authorized district school boards by majority vote to increase the school superintendent's salary above specified limits.

Chapter 80-377, L.O.F., extended the provisions for special qualification salary to the following officers: clerk of circuit court, sheriff, supervisor of elections, tax collector, and superintendent of schools. The legislation increased the base salaries and group rates for the following officers: school board members, superintendent of schools, clerk of circuit court, county comptroller, sheriff, property appraiser, tax collector, and supervisor of elections. In addition, the legislation added school board members to the list of county officers whose compensation may not be changed by special laws or general laws of local application. The legislation required the Department of Administration to annually certify the annual factor and cumulative annual factor and the Department of Community Affairs to annually calculate the adjusted salary rate. The legislation provided that the adjusted salary rate would be the product of the salary rate granted by the appropriate chapter and section pertaining to a particular officer multiplied first by the initial factor, then by the cumulative factor, and finally by the annual factor. Finally, the legislation transferred statutory provisions regarding the base salaries and group rates for school board members and school superintendents from Chapter 145 to Chapter 230, F.S.

Chapter 81-167, L.O.F., amended provisions regarding the annual calculation of county officers' salaries to reflect the change in name of the Department of Community Affairs to Department of Veteran and Community Affairs.

Chapter 81-216, L.O.F., specified the Department of Law Enforcement as the state agency responsible for establishing the requirements for sheriffs seeking the special qualification salary.

Chapter 83-55, L.O.F., amended provisions regarding the annual calculation of county officers' salaries to reflect the change in name of the Department of Veteran and Community Affairs to Department of Community Affairs.

Chapter 83-215, L.O.F., revised cross-references regarding repeal of other laws related to compensation to conform provisions to the 1980 law change that transferred salary provisions for school board members and school superintendents from Chapter 145 to Chapter 230, F.S.

Chapter 84-241, L.O.F., removed the Department of Community Affairs as the state agency responsible for calculating the salaries of county officers. No replacement agency was named.

Chapter 85-322, L.O.F., increased salaries of clerk of the circuit court, county comptroller, supervisor of elections, property appraiser, tax collector, sheriff, and superintendent of schools by consolidating population group I (population range: 0-9,999) and population group II (population range: 10,000-49,999) into a new population group I (population range: 0-49,999); increasing the base salaries for each of the named officers at each population group level; and increasing the group rate at the highest population group level for each of the named officers.

Chapter 86-152, L.O.F., authorized the Executive Director of the Department of Revenue to waive the requirements for eligibility to receive the special qualification salary for any property appraiser who was at least 60 years of age and who had been a property appraiser for at least 20 years.

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Chapter 87-224, L.O.F., revised cross-reference regarding the annual determination of population of local governments and renumbered population group levels for the office of sheriff to conform to the 1985 law change.

Chapter 88-42, L.O.F., amended the definition of the annual factor for purposes of calculating the annual salary increases of county officers.

Chapter 88-158, L.O.F., amended provisions regarding a county officer's guaranteed salary upon resolution of the board of county commissioners if all fees collected by the officer were turned over to the board. Such a resolution would be applicable only with respect to the county official who concurred in its adoption and only for the officer's duration in the current term of office.

Chapter 88-175, L.O.F., increased the base salaries for clerk of circuit court and county comptroller, tax collector, property appraiser, and supervisor of elections at each population group level.

Chapter 89-72, L.O.F., reduced the amount of time in which property appraisers and tax collectors must qualify to receive the special qualification salary after first taking office from six to four years.

Chapter 89-178, L.O.F., increased the sheriff's base salaries at each population group level.

Chapter 91-45, L.O.F., deleted obsolete provisions pertaining to special qualification salary for clerk of circuit court, county comptroller, sheriff, and supervisor of elections.

Chapter 92-279, L.O.F., amended provisions regarding the annual certification of the annual factor and cumulative annual factor to reflect the change in name of the Department of Administration to Department of Management Services.

Chapter 92-326, L.O.F., retained salaries of school board members and superintendents of schools at fiscal year 1991-92 levels.

Chapter 93-146, L.O.F., deleted authorization to fix salaries of district school board members by special or local law. The legislation extended the prohibition regarding special laws or general laws of local application to laws concerning compensation of district school board members. In addition, the legislation provided for annual salary adjustment for district school board members and superintendents of schools. Finally, the legislation provided for payment of specified salaries and ratification of previously paid salaries in addition to repealing all local and special laws or general laws of local application that relate to the compensation of district school board members.

Chapter 95-147, L.O.F., removed gender-specific references without substantive changes in legal effect.

Chapter 2001-266, L.O.F., deleted requirements that copies of certain salary-related resolutions adopted by boards of county commissioners be filed with the Department of Banking and Finance and the Auditor General.

Chapter 2002-387, L.O.F., enacted the "Florida K-20 Education Code in Chapter 1001, F.S. The legislation repealed provisions related to population group levels, base salaries, and group rates for district school board members and superintendents of schools. The legislation repealed provisions in Chapter 230, F.S.,

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requiring the calculation of adjusted salary rate for district school board members and allowed district school boards to annually determine the salary of its members. Additionally, the legislation repealed certain salary provisions for superintendents of schools.

Chapter 2003-261, L.O.F., amended provisions regarding any revenue deficiency to be paid by the board of county commissioners to reflect the change in name of the Department of Banking and Finance to Department of Financial Services.

Chapter 2003-402, L.O.F., prohibited a county from appropriating to the clerk of circuit court based on the fees collected by that office.

Chapter 2004-41, L.O.F., reinstated statutory language pertaining to the salary computation for elected school superintendents that existed in law prior to the repeal of such language by Chapter 2002-387, L.O.F.

Chapter 2007-234, L.O.F., partially reinstated statutory language pertaining to the salary computation for school board members that existed in law prior to the repeal of such language by Chapter 2002-387, L.O.F. However, a portion of the new law was incorrectly drafted. The maximum county population for Population Group II was authorized as 49,000 rather than 49,999. For purposes of calculating salaries of school board members for the 2007-08 fiscal, no county's population fell within the 49,001 through 49,999 range so the error did not prevent any school board member's salary from being calculated.

Chapter 2008-4, L.O.F., provided the necessary statutory language to correct an error contained in Chapter 2007-234, L.O.F. The maximum county population of Population Group II for school board members was set to 49,999.

Chapter 2009-3, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 or s. 145.19, F.S., district school board members could reduce their salary rate on a voluntary basis.

Chapter 2009-59, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 and s. 145.19, F.S., for the 2009-10 fiscal year, the salary of each school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold baccalaureate degrees, whichever is less. In addition, the legislation amended s. 1001.47, F.S., to provide that notwithstanding the provisions of s. 1001.47 and s. 145.19, F.S., elected school superintendents could reduce their salary rate on a voluntary basis. Also, the legislation amended s. 1001.47, F.S., to provide that notwithstanding the provisions of s. 1001.47 and s. 145.19, F.S., for the 2009-10 fiscal year, the salary of each elected school superintendent calculated pursuant to s. 1001.47, F.S., was reduced by 2 percent.

Chapter 2010-154, L.O.F., amended s. 1001.395, F.S., to provide that notwithstanding the provisions of s. 1001.395 and s. 145.19, F.S., for the 2010-11 fiscal year, the salary of each school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold baccalaureate degrees, whichever is less.

Chapter 2011-158, L.O.F., provided that notwithstanding the provisions of Chapter 145, F.S., each member of a board of county commissioners, clerk of the circuit court, county comptroller, sheriff, supervisor of elections, property appraiser, and tax collector was authorized to voluntarily reduce his or her salary rate.

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Chapter 2014-39, L.O.F., repealed the obsolete language of s. 1001.47(7), F.S., which reduced the salaries of elected district school superintendents by 2 percent for the 2009-10 fiscal year only.

Chapter 2016-157, L.O.F., made the base salaries and group rates used to calculate a supervisor of election's salary the same as the current base salaries and group rates used to calculate the salaries of the clerks of circuit court, county comptrollers, property appraisers, and tax collectors.

Chapter 2018-5, L.O.F., amended s. 1001.395(3), F.S., to provide that the salary of each elected school board member shall be the amount calculated pursuant to s. 1001.395(1), F.S., or the district's beginning salary for teachers who hold a baccalaureate degree, whichever is less. Additionally, the legislation amended s. 1011.10, F.S., to provide that if any of the financial emergency conditions identified in s. 218.503(1), F.S., exist within a school district, then the salary of each district school board member and district school superintendent, calculated pursuant to ss. 1001.395 and 1001.47, F.S., shall be withheld until the conditions are corrected. However, this penalty will not apply to a district school board member or district school superintendent elected or appointed within one year after the identification of the financial emergency conditions in s. 218.503(1), F.S., if he or she did not participate in the approval or preparation of the final school district budget adopted before the identification of such conditions. These changes became effective July 1, 2019.

Chapter 2022-23, L.O.F., amended s. 145.071, F.S., to increase the base salaries of county sheriffs by $5,000 across all population groups, effective July 1, 2022.

Attachment: Salaries of Elected Officials County Commission (2024-O-3077 : Commissioner Salary Increase Proposal)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**May 14, 2024**
FROM:	**Brian Walker**
SUBJECT:	**782 S Yonge Street - Bintelli Golf Cart Special Exception**
NUMBER:	**(ID # 4510)**
APPLICANT:	**Morgan Seif**
PLANNER:	**Brian Walker**

INTRODUCTION:

The applicant is seeking a special exception approval to allow outdoor display of 5 golf carts on a parcel in the CC-1 Zoning District within the Redevelopment Overlay. The subject property is approximately 1.15 acres in size and located on the west side of Ridgewood Avenue aka Yonge Street at this location, approximately 700 feet north of Calle Grande Street, and is more specifically known as 782 S. Yonge Street; (SE2024-01) (Morgan Seif, Applicant) (District 4 - Johnson) (Brian Walker, Community Development Director)

BACKGROUND:

The subject property is a developed site with a building approximately 8500 square feet in size. The current business is Bintelli Golf Carts and sells golf carts along with light maintenance as described in **Exhibit A**. The applicant would like to display 5 golf carts outside in front of the building in the locations shown in **Exhibit B**. Since the business in located in the city's Redevelopment Overlay, a special exception is need for outdoor display.

DISCUSSION:

In order to approve the warehousing and distribution use at the subject location, the City Commission must find that the site and conditions meet the requirements of Section 114-705 listed below with staff narrative as follows:

Sec. 114-705. Automobile, recreational vehicle and boat sales with outdoor sales and display.

Automobile, recreational vehicle and boat sales with outdoor sales and display in the redevelopment district overlay [shall be allowed] provided the following conditions are met:

• A ten-foot landscaped buffer is provided along front and side property lines including one shade tree per 25 linear feet of buffer; one understory tree per 30 linear feet of buffer; and 30 shrubs per 100 linear feet of buffer. A cluster of three palm trees shall equal one shade tree.

Staff Comment: There is an existing 10 foot landscaped buffer with shade trees and

shrubbery. Overhead power lines do not allow the stated canopy tree requirement. Because golf carts are relatively small in size when compared to a car, staff has no objections to keeping the existing buffer "as is."

• Ground signs shall be monument signs meeting the size requirements of the land development regulations with a minimum ten-foot by ten[-foot] landscaped area. **N/A**

• Maximum lot coverage shall not exceed 80 percent of the total lot area.
Requirement Met

• Building signage shall meet the requirements of section 110-8.
Requirement Met
• Building colors shall be consistent with the color palette consistent with the architectural styles specified in section 114-639 in the redevelopment overlay district. **N/A**

Additionally, Section 82-346 (attached) of the land development regulations, provides guidance with regard to reasons why the special exception request can be denied.

Staff has reviewed the requirements and reasons for denial and does not object to the application for a special exception.

RECOMMENDATION:

STAFF RECOMMENDS A SPECIAL EXCEPTION APPROVAL TO ALLOW OUTDOOR DISPLAY OF 5 GOLF CARTS ON A PARCEL IN THE CC-1 ZONING DISTRICT WITHIN THE REDEVELOPMENT OVERLAY LOCATED ON THE WEST SIDE OF RIDGEWOOD AVENUE (AKA S YONGE STREET), APPROXIMATELY 700 FEET NORTH OF CALLE GRANDE STREET, AND MORE SPECIFICALLY KNOWN AS 782 S. YONGE STREET.

- Exhibit A - Maint Activities (PDF)
- Exhibit B - Cart Locations (PDF)
- 114-705 - Special Exception Requirements (PDF)
- Pictures (PDF)
- Sec. 82-346. Reasons for denial (PDF)
- Property Record Card (PDF)
- Application (PDF)

The City of Holly Hill

Brian Walker <bwalker@hollyhillfl.org>

Zoning Verification for 782 S Yonge St Holly Hill

Lana Jamrosyk <lanajamrosyk@gmail.com> Mon, Aug 14, 2023 at 12:59 PM
To: Brian Walker <bwalker@hollyhillfl.org>

Hi Brian,

Thank you for sending this over. I want to ask you quickly about the section that says no automotive service is allowed.

There are no major repairs that go on in our operation. No welding, no painting, no fabrication. With all of our products being electric there's also no oil changes or engine work. Our minor prep and repair work includes things such as replacing light bulbs, putting air in tires, changing fuses, and installing speakers and fans. Any revenue coming from this minor work accounts for under 2% of total revenue and there's no exterior noise generated from our operation (and we have no problem putting a written limitation on this percentage into the BLCO.

We just want to ensure this is acceptable as a secondary use only. This is subordinate and in support of our primary sales function. We've never had a municipality consider our service work (which is 100% contained inside the building) to be an issue and we of course want to have a fantastic relationship with the City of Holly Hill!

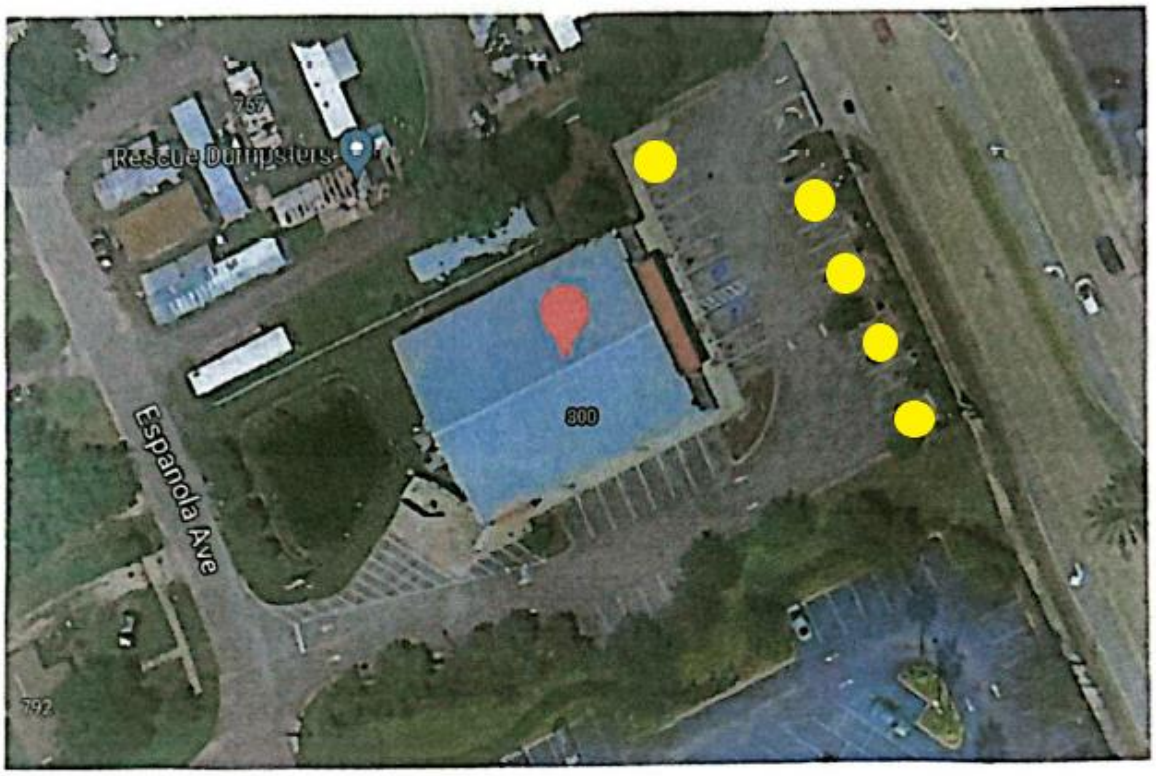
Thanks, Lana

[Quoted text hidden]

> [Quoted text hidden]
> Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Attachment: Exhibit A - Maint Activities (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

EXHIBIT B
Site Plan



= location of each cart

Attachment: Exhibit B - Cart Locations (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

Sec. 114-705. Automobile, recreational vehicle and boat sales with outdoor sales and display.

Automobile, recreational vehicle and boat sales with outdoor sales and display in the redevelopment district overlay [shall be allowed] provided the following conditions are met:

- A ten-foot landscaped buffer is provided along front and side property lines including one shade tree per 25 linear feet of buffer; one understory tree per 30 linear feet of buffer; and 30 shrubs per 100 linear feet of buffer. A cluster of three palm trees shall equal one shade tree.
- Ground signs shall be monument signs meeting the size requirements of the land development regulations with a minimum ten-foot by ten[-foot] landscaped area.
- Maximum lot coverage shall not exceed 80 percent of the total lot area.
- Building signage shall meet the requirements of section 110-8.
- Building colors shall be consistent with the color palette consistent with the architectural styles specified in section 114-639 in the redevelopment overlay district.

(Ord. No. 2911, § 6, 1-27-12)

Attachment: 114-705 - Special Exception Requirements (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

Aerial View of 782 S. Yonge

Street View Looking North

Business Frontage and Examples of Carts Sold

Attachment: Pictures (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

Sec. 82-346. Reasons for denial.

The city commission may deny any application for a special exception for one or more of the following reasons:

(1) It is inconsistent with the purpose or intent of this subpart.

(2) It is inconsistent with any element of the comprehensive plan.

(3) It will adversely affect the public interest.

(4) It does not meet the expressed requirements of the applicable special exception.

(5) The applicant will not be able to meet all requirements imposed by federal, state or local governments, or by the city commission.

(6) It will generate undue traffic congestion.

(7) It will create a hazard or a public nuisance, or be dangerous to individuals or to the public.

(8) It will materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings.

(9) It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution.

(Ord. No. 2352, § 2(11.3.5), 7-13-93)

Attachment: Sec. 82-346. Reasons for denial (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3186788 **Parcel ID: 424220260030**
COLE FD PORTFOLIO II LLC **782 S YONGE ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3186788
Parcel ID:	424220260030
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	20 - 26 - 0030
Owner(s):	COLE FD PORTFOLIO II LLC - FS - Fee Simple - 100%
Mailing Address On File:	% FAMILY DOLLAR STORES INC 500 VOLVO PKWY CHESAPEAKE VA 23320
Physical Address:	782 S YONGE ST, HOLLY HILL 32174
Property Use:	1100 - STORES 1 STORY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7035
Subdivision Name:	
Homestead Property:	No

Attachment: Property Record Card (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

SE#_____

HOLLY HILL
FLORIDA

USE-2024-000040

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED

PROPERTY

PARCEL ID #: 4242202600 30	
ADDRESS: 782 South Yonge St. Ormond Beach, FL 32174	
TOTAL ACREAGE:	CURRENT USE OF PROPERTY: Bintelli Golf Carts
WATER PROVIDER: City of Ormond Beach	SEWER PROVIDER: City of Holly Hill
ZONING:	FUTURE LAND USE:
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? ☐ YES ☑ NO	

OWNER

NAME:	COMPANY: Vereit Real Estate, L.P.	
ADDRESS: 11995 El Camino Real		
CITY: San Diego	STATE: CA	ZIP: 92130
PHONE: 800-284-5000	EMAIL: notices@realtyincome.com	

APPLICANT/CONSULTANT

NAME: Morgan Self	COMPANY: Bintelli Golf Carts	
ADDRESS: 782 South Yonge St		
CITY: Ormond Beach	STATE: FL	ZIP: 32174
PHONE: 386-310-3500	EMAIL: morgans@bintelligolfcarts.com	

REVISED 2018

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

SE#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

ATTACHMENT CHECKLIST

- [x] APPLICATION
- [x] APPLICATION FEE - $500.00
- [x] LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- [x] OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [x] OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- [x] STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- [ ] N/A ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- [x] DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- [x] A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.

[signature] 3/7/24

SIGNATURE OF OWNER/AUTHORIZED AGENT **DATE**

REVISED 2018

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, VEREIT REAL ESTATE, L.P., the owner of record for the following described property (Legal Description or Tax/Parcel ID Number or **Address**)
782 S Yonge St, Ormond Beach, FL 32174
hereby affirm that Morgan Self is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

☐ Arbor Permit ☑ Special Exception ☐ Variance ☐ Development Plan

☐ Special Event Permit ☐ Vacate ☐ Sign ☐ Other _____

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

_____ SEE ATTACHED SIGNATURE PAGE _____
Date Owner's Signature

_____
Owner's Name

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared _____, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

VEREIT REAL ESTATE, L.P.,
a Delaware limited partnership

By: VEREIT Real Estate GP, LLC
a Delaware limited liability company,
its General Partner

By: VEREIT Operating Partnership, L.P.,
a Delaware limited partnership,
its Sole Member

By: _____
Name: Daniel Haug, SVP, Associate General Counsel

Approved As To Form
Legal Department
M. Breeden

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 7th day of March, 2024 before me personally appeared Daniel Haug, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the attached document as the SVP, Associate General Counsel of VEREIT Operating Partnership, L.P., a Delaware limited partnership, as the sole member of VEREIT Real Estate GP, LLC, a Delaware limited liability company, as the general partner of VEREIT Real Estate, L.P., a Delaware limited partnership on behalf thereof.

PAULINE THOMAS
Notary Public - Arizona
Maricopa County
Commission # 637439
My Comm. Expires Nov 9, 2026

Pauline Thomas
Notary Public

My Commission expires: 11/9/26

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

What are you requesting?

I am requesting to put 5 golf carts (street legal LSV's) out in front of our store. They would be put out daily Tues - Sat 9AM - 5:30PM. They would be put in parking spaces out of roadway. They would be put back in building by 5:30 PM.

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐YES ☑NO Explain.

Purpose of store is to sell LSV (Low Speed vehicles). We sell street legal Bintelli golf carts that can be legally registered with tag & title.

2. Is it inconsistent with any element of the comprehensive plan? ☐YES ☑NO Explain.

No it is consistent with our comprehensive plan.

3. Will it adversely affect the public interest? ☐YES ☑NO Explain.

Vehicles will be placed nicely in parking spaces out front out of roadway. It would not adversely affect public interest.

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

4. Does it meet the expressed requirements of the applicable special exception? ☑YES ☐NO
Explain.

yes it meets all the requirements.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☑YES ☐NO Explain.

Yes we are able to meet all requirements.

6. Will it generate undue traffic congestion? ☐YES ☑NO Explain.

No, all carts will be out of roadway and put out at 9AM and back in at 5:30pm. Other parking spaces and parking lot will remain clear.

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☑NO Explain.

No all the carts will be out of the way. All keys will be locked inside with management. While carts are out.

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐YES ☑NO Explain.

No, carts will not adversely affect Surroundings.

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐YES ☑NO Explain.

No, all our carts are electric and Not gas so they are safe for the environment.

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)

STATEMENT OF REQUEST

- Bintelli Golf Carts is a certified Bintelli Golf Cart Dealer. Bintelli golf carts are street legal low speed vehicles that can be tag and titled to drive on any roads under 35 mps
- 8500 square foot building
- Open 9am-6pm Tuesday-Saturday. Closed Sunday & Monday
- 3 staff members who work those hours

Attachment: Application (4510 : 782 S Yonge Street - Bintelli Golf Cart Special Exception)