

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 22, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD

- 1. Copper Bottom Craft Distillery
(Requested by Valerie Manning, City Clerk)

3. PRESENTATION

- 1. Department Presentation
(Requested by Nick Conte, Economic Development)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - May 8, 2018 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEM (1)

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

- 1. Resolution Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

7. REGULAR AGENDA

- 1. Request for Lien Reduction - 113 / 115 Walker Street
(Requested by Joseph Forte, City Manager)

8. 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 FIRST READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**POSITIVITY AWARD (ID # 2050)**

Meeting: 05/22/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2050

Copper Bottom Craft Distillery

This month's Positivity Award was chosen by City Commissioner Chris Via, District 4.

HOLLY HILL
FLORIDA
**POSITIVITY
AWARD**

**Thank You for Making Our Community
Positively Awesome!**

COPPER BOTTOM CRAFT DISTILLERY

998 N. Beach Street

May 22, 2018

John Penny, Mayor

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 2046)**

Meeting: 05/22/18 07:00 PM
Department: Economic Development
Category: Presentation
Prepared By: Nick Conte
Initiator: Nick Conte
Sponsors:
DOC ID: 2046

Department Presentation

CRA/Economic Development Update



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

**City Commission
Agenda Item**

MEETING DATE: May 22, 2018
FROM: Valerie Manning
SUBJECT: Minutes - May 8, 2018 - Regular City Commission and CRA Meeting
NUMBER: (ID # 2049)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from May 8, 2018 regular City Commission and CRA meeting

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - May 8, 2018 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 8, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Via led the Invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

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Mr. Forte informed the Mayor and Commissioners that on the Consent Agenda, Item #5 to the May 22, 2018 City Commission meeting at 7:00 PM.

### 2. PRESENTATION - HONORING DONNA AMAYA'S RETIREMENT FROM POLICE DEPARTMENT

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING  
DONNA AMAYA FOR HER YEARS OF SERVICE TO THE CITY OF HOLLY HILL  
AND ITS CITIZENS.**

**WHEREAS,** Donna Amaya began her career with the City of Holly Hill, December 2, 2005 as a Police Service Clerk; and

**WHEREAS,** Donna Amaya was later promoted to the position of the Police Staff Assistant due to her outstanding performance work ethic; and

**WHEREAS,** Donna Amaya has worked tirelessly to accurately account for the accuracy of the Uniform Crime Report (UCR) information that is submitted semi-annually to the State of Florida for its inclusion in the Federal Bureau of Investigations' annual Uniform Crime Report; and

**WHEREAS,** Donna Amaya has participated in the organization of a variety of Police Department sponsored events, most notable the *National Night Out Against Crime*; and

**WHEREAS,** Donna has personally helped each and every coworker to gather and present information and a wide range of topics to keep the public informed; and

**WHEREAS,** Donna's ability to brighten everyone's day had paid dividends as she greets every citizen that comes to the Police Department lobby for assistance. Her strong desire to help others is always readily apparent as she helps citizens and coworkers alike; and

**WHEREAS,** Donna Amaya has been instrumental in bringing many positive changes to the service delivery of the Police Department's Records Division, making the City of Holly Hill a better place to live, work and play; and

**WHEREAS,** Donna is well respected by her coworkers for the professionalism and dedication to service that she has demonstrated every day of her career with the City of Holly Hill; and

**WHEREAS,** Donna Amaya has proven to be a dependable employee, dedicated worker and a friend to many and has selflessly served the City of Holly Hill and its citizens with the highest level of integrity, professionalism, and commitment.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF DONNA AMAYA FOR HER YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.**

**BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 8<sup>th</sup> DAY OF MAY, 2018.**

**3. POSITIVITY AWARD - NONE**

None.

**4. RECESS THE CC MTG & RECONVENE AS THE CRA**

**5. CRA AGENDA**

1.

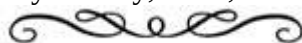
Resolution 2018-R-26 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #3 in the Amount of \$39,800 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Arthur J. Byrnes, District 1 - Commissioner |
| <b>SECONDER:</b> | Chris Via, District 4 - Commissioner        |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

Enacted and approved this 8th day of May, 2018, in Holly Hill



**6. ADJOURN AS THE CRA & RECONVENE THE CC MTG**

**7. PUBLIC COMMENTS**

The following individuals spoke to the Mayor and City Commissioners: Mike Medford and Patricia Firouzadi from the Holly Hill Boys and Girls Club of Volusia/Flagler Counties briefly shared the 2017 Annual Report with the Mayor and Commissioners and thanked them for the recent work done at the Club and appreciate the city's involvement throughout the year.

**8. APPROVAL OF MINUTES**

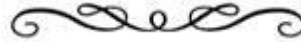
1.

Minutes - April 24, 2018 - Regular City Commission Meeting and April 25, 2018 - Workshop Session

(Requested by Valerie Manning, City Clerk)

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner  |
| <b>SECONDER:</b> | John C. Danio, District 3 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny        |

Enacted and approved this 8th day of May, 2018, in Holly Hill

**9. CONSENT AGENDA - ITEMS ( 1 - 8 )**

Mayor Penny asked if any member from the Commission or any one from the audience would like to discuss any item on the Consent Agenda? There was no one.

1. Resolution

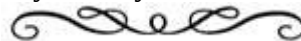
Resolution 2018-R-27 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with J & H Waterstop Utilities, Inc., to Perform the Project "Lift Station #3 Rehabilitation" in the Amount Not to Exceed \$230,300 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

**RESOLUTION**

Enacted and approved this 8th day of May, 2018, in Holly Hill



2. Resolution

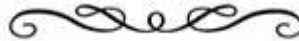
Resolution 2018-R-28 A Resolution of the City of Holly Hill, Florida, Supporting the One Year Renewal / Extension to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax for the Period September 1, 2018 - August 31, 2019; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

**RESOLUTION**

Enacted and approved this 8th day of May, 2018, in Holly Hill

3. Resolution

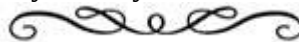
Resolution 2018-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed FY2018-2019 CDBG Annual Plan Applications and Authorizing the City Manager to Submit the Approved Annual Plan to Volusia County Community Assistance; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

**RESOLUTION**

Enacted and approved this 8th day of May, 2018, in Holly Hill

4. Resolution

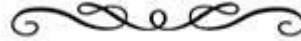
Resolution 2018-R-30 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Purchasing Policy; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.

(Requested by John McKinney, Finance)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

### RESOLUTION

Enacted and approved this 8th day of May, 2018, in Holly Hill



#### 5. Resolution

Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mr. Forte pulled this agenda item at the beginning of the meeting and this will be brought back at the May 22, 2018 meeting at 7:00 PM.

|                |                               |                                |
|----------------|-------------------------------|--------------------------------|
| <b>RESULT:</b> | <b>PULLED BY CITY MANAGER</b> | <b>Next: 5/22/2018 7:00 PM</b> |
|----------------|-------------------------------|--------------------------------|



#### 6. Resolution

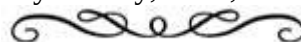
Resolution 2018-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with Florida Power and Light (FPL) to Perform the LED Conversion of Street Lights; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

### RESOLUTION

Enacted and approved this 8th day of May, 2018, in Holly Hill





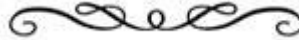
7.

## COHH Equal Employment Opportunity Program Plan 2018

(Requested by Valerie Manning, City Clerk)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

Enacted and approved this 8th day of May, 2018, in Holly Hill



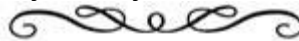
8.

## Sign Easement Agreement with RNR CenterCorp, LLC

(Requested by Valerie Manning, City Clerk)

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

Enacted and approved this 8th day of May, 2018, in Holly Hill

**10. REGULAR AGENDA**1. Resolution

Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #3 in the Amount of \$39,800 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

**Mayor Penny opened public participation. No one spoke.**

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner    |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

**RESOLUTION**

Enacted and approved this 8th day of May, 2018, in Holly Hill



2.

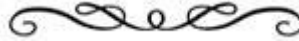
Paint the Future of Holly Hill Grant Program

(Requested by Valerie Manning, City Clerk)

**Mayor Penny opened public participation. No one spoke.**

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Chris Via, District 4 - Commissioner        |
| <b>SECONDER:</b> | Arthur J. Byrnes, District 1 - Commissioner |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny           |

Enacted and approved this 8th day of May, 2018, in Holly Hill



## 11. PUBLIC HEARINGS

### 1. Ordinance

Chapter 30 - FINANCE CODE OF ORDINANCES ARTICLE IV SPECIAL ASSESSMENTS SECOND READING - Ordinance 3003 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 30 (FINANCE), Article VI (SPECIAL ASSESSMENT), Sections 30-80 - 30-83 Amending Terms and Conditions of the Special Assessments for Unreimbursed Expenses for Remedying Code Violations and Special Assessments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

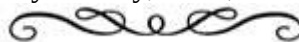
(Requested by John McKinney, Finance)

**Mayor Penny opened public participation. No one spoke.**

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AT 2ND READING [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner   |
| <b>SECONDER:</b> | John C. Danio, District 3 - Commissioner  |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny         |

## ORDINANCE

Enacted and approved this 8th day of May, 2018, in Holly Hill



### 2. Ordinance

Chapter 30 Finance Code of Ordinances - Article III Purchasing Procedures SECOND READING - Ordinance 3004 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 30, "Finance" of the City of Holly Hill and Replacing it with a New Chapter 30, "Finance"; Amending Chapter 30, Article III, Purchasing Procedures of the City of Holly Hill; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors; Providing for Severability; and Providing for an Effective Date.

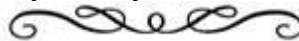
(Requested by John McKinney, Finance)

**Mayor Penny opened public participation. No one spoke.**

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AT 2ND READING [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner   |
| <b>SECONDER:</b> | John C. Danio, District 3 - Commissioner  |
| <b>AYES:</b>     | Byrnes, Currie, Danio, Via, Penny         |

### ORDINANCE

Enacted and approved this 8th day of May, 2018, in Holly Hill



## 12. COMMUNICATIONS

### A. City Manager & Staff Comments

a.

State Hwy Lighting, Maintenance, & Compensation Agreement Work Order (FY18/19)

(Requested by Antoine Khoury, Public Works)

Mr. Forte informed the Mayor and Commissioners this was for informational purposes only.

Mr. Koury showed the Mayor and Commissioners what the replacement street signs will look like.



### B. City Attorney Comments

None.

### C. City Commission Comments

Commissioner Currie thanked Mike Medford and Patricia Firouzadi for all they do at the Boys and Girls Club; thanked Chief Bland and his staff for helping with her mom the other day.

Commissioner Byrnes asked about the street signs for clarification; thanked the Boys and Girls Club for coming and for all that they do for the community.

Commissioner Via apologized for not attending the ribbon cutting this morning; commended Mr. Conte for bringing businesses into Holly Hill; Holly Hill Boys and Girls Club and all that they do; thanked the Second Harvest Food Bank with the HHK-8 school recently; lots of positivity going and they need to keep that moving forward.

Commissioner Danio mentioned that the free meals from Second Harvest Food Bank along with Pastor Chuck did a great job; the Paint Holly Hill program is going to be a good program; the Pizzathon ended and they raised \$3622 and thanked everyone for being generous and coming through, they exceeded their goal and wished everyone a Happy Mother's Day.

**D. Mayor's Comments**

Mayor Penny mentioned that he is part of the Volusia Leagues Advocacy Team and they have retained the services of Kathy Till and Associates who is a lobbyist who helped them last year. The League of Cities retained Ms. Till for another twelve months and over the summer they are going to get started interacting with their legislatures and representatives to form some relationships. Each city has been asked to appoint two citizens as a Citizens Advocacy Team and the League will schedule seven individual round tables with their representatives throughout the County over a three to four month period. They have to wait until after qualifying to see who has opposition and who might be re-elected without opposition before those meetings are actually scheduled. Mayor Penny stated he was tasked with finding two residents of Holly Hill and without any opposition, he will give the two names to the Commissioners and they will appoint them unless anyone is drastically opposed to them. The first one is Mike Myer and the second one is Kelly Ferguson. There was no opposition, therefore, Mayor Penny will notify Ms. Till that they will be representing Holly Hill. As those meetings are announced, everyone from the Commission will be invited to attend those.

Mayor Penny wanted to let everyone know that Pastor Chuck and the organizers couldn't say enough about the city staff, all the people that came out and volunteered. They were very complimentary of the community that it's very apparent that there's a sense of community between the city and the school and it was very evident to all those that were there and extend their "thank you's" to every one that was there. Mayor Penny reminded everyone that the largest fundraiser for the Boys and Girls Club is May 24th, the Steak and Steak dinner so if any of the Commissioners can make it, let Ms. Pat or Mr. Mike know and if you can't make it, they will take a check and give your steak to somebody else.

**13. ADJOURNMENT**

The meeting adjourned at approximately 7:30 PM.



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

**City Commission  
Resolution**

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**MEETING DATE:** May 22, 2018  
**FROM:** Antoine Khoury  
**SUBJECT:** Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1905)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City of Holly Hill has qualified for a \$125,978 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program to purchase 23 duckbills valves for installation on drainage pipes along the Halifax River. This grant will be administered through the State of Florida Division of Emergency Management agreement # H0018.

These duckbill valves will be largely installed by City staff on drainage pipes along Riverside Drive. Duckbill valves have a closed end which will prevent water from the Halifax River from flowing westward through drainage pipes. Water coming from the west towards the Halifax will be still be able to drain into the river as the duckbills will open when a certain amount of water pressure is reached. As such, this project is anticipated to significantly mitigate the duration of flooding in neighborhoods throughout the City.

**FISCAL ANALYSIS:**

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of the project, estimated to be \$167,970 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$125,978. The City will be responsible for the remaining 25% of the project cost for an anticipated \$41,992.

These costs were not accounted for in the 2017-2018 budget. As such, an appropriation in the amount of \$167,970 will be needed. Of the \$167,970 appropriated, an anticipated \$125,978 will be repaid upon receipt of reimbursement.

Please see the attached budget amendment under Exhibit A for the appropriation request.

**STAFF RECOMMENDATION:**

Approve the grant agreement with the Florida Division of Emergency Management.

**COMMISSION GOAL:**

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**APPROVE RESOLUTION 2018-R-31, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND.**

**ATTACHMENTS:**

- Budget Amendment Request-Duckbill Valves (PDF)
- Duckbill Valves Grant Agreement 4283-29-R (PDF)

**HISTORY:**

05/08/18

City Commission

PULLED BY CITY MANAGER

Next: 05/22/18

Mr. Forte pulled this agenda item at the beginning of the meeting and this will be brought back at the May 22, 2018 meeting at 7:00 PM.

**Resolution No. (ID # 1905)**

**RESOLUTION 2018-R-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RESOLUTION 2018-R-31**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has qualified for a \$125,978 grant to purchase (23) duckbill valves, funded by the Federal Emergency Management Agency and administered through the Florida Division of Emergency Management; and

**WHEREAS**, the addition of duckbill valves are anticipated to mitigate the duration of flooding in neighborhoods throughout the City; and

**WHEREAS**, this grant requires the City to match the anticipated award of \$125,978 with \$41,992 of the City's own funding and requires that the award funds be provided on a reimbursement basis.

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

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into Grant Agreement H0018 with the Florida Division of Emergency Management.

**SECTION 2.** That the City Commission of the City of Holly Hill does hereby grant approval for the City Manager to perform a budget appropriation to add \$167,970 into the Capital Outlay Account 460-3080-538-6300. Of the \$167,970 allocated, \$125,978 shall be repaid upon receipt of reimbursement funds awarded by Grant Agreement H0018 with the Florida Division of Emergency Management.

**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 22<sup>nd</sup> day of MAY, 2018.**



**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2017-2018**

| Requesting Department | Date      |
|-----------------------|-----------|
| Public Works          | 1/29/2018 |

| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:      | AMOUNT:    |
|---------------------------------|---------------------------|------------|
| 460-0000-331-5020               | FEMA - HMGP Grant         | 125,978.00 |
| 460-0000-380-1000               | Appropriated Fund Balance | 41,992.00  |
|                                 |                           |            |
|                                 |                           |            |
|                                 | Total                     | 167,970.00 |

| ADD FUNDS TO ACCOUNT NUMBER: |                                   |            |
|------------------------------|-----------------------------------|------------|
| 460-3080-538-6300            | Stormwater Capital Infrastructure | 167,970.00 |
|                              |                                   |            |
|                              | Total                             | 167,970.00 |

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

Appropriating fund balance for the coverage of Grant Agreement #H0018 with the Florida Division of Emergency Management to purchase (23) duckbills valves to be installed along Riverside Drive. \$125,978 will be reimbursed by a FEMA HMGP Grant; the remainder will be from appropriated fund balance.

**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 -----                                                                                                      |                   |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <br>Department Head Signature                      | 1/29/18<br>Date   |
| <br>City Manager Signature                         | 1-29-2018<br>Date |
| ----- For Finance Use Only -----                                                                                                      |                   |
| Step 1: Finance Review                                                                                                                |                   |
| Finance Director Signature                                                                                                            | Date              |
| Step 2: Budget Adjustment Entry<br>Funds are available for this request? <input type="checkbox"/> Yes <input type="checkbox"/> No     |                   |
| Employee Signature                                                                                                                    | Date              |
| HTE Group # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span> |                   |

Attachment: Budget Amendment Request-Duckbill Valves (1905 : Duckbill Valves Grant)

Agreement Number: H0018  
 Project Number: 4283-29-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

|                                                                                                                    |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Sub-Recipient's name:                                                                                              | <u>City of Holly Hill</u>                                                             |
| Sub-Recipient's unique entity identifier:                                                                          | <u>F59-6000337</u>                                                                    |
| Federal Award Identification Number (FAIN):                                                                        | <u>FEMA-DR-4283-FL</u>                                                                |
| Federal Award Date:                                                                                                | <u>December 20, 2017</u>                                                              |
| Subaward Period of Performance Start and End Date:                                                                 | <u>Upon Execution thru December 31, 2019</u>                                          |
| Amount of Federal Funds Obligated by this Agreement:                                                               | <u>\$125,978.00</u>                                                                   |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$125,978.00</u>                                                                   |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$125,978.00</u>                                                                   |
| Federal award project description (see FFATA):                                                                     | <u>City of Holly Hill – Drainage Project</u>                                          |
| Name of Federal awarding agency:                                                                                   | <u>Federal Emergency Management Agency</u>                                            |
| Name of pass-through entity:                                                                                       | <u>FL Division of Emergency Management</u>                                            |
| Contact information for the pass-through entity:                                                                   | <u><a href="mailto:Renee.singh@em.myflorida.com">Renee.singh@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:                                                     | <u>97.039 Hazard Mitigation Program</u>                                               |
| Whether the award is R&D:                                                                                          | <u>N/A</u>                                                                            |
| Indirect cost rate for the Federal award:                                                                          | <u>N/A</u>                                                                            |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Holly Hill, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subaward these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.



vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh, Project Manager  
Bureau of Mitigation  
Division of Emergency Management  
2702-Directors Row  
Orlando, Florida 32809-5631  
Telephone: (850) 815-4578  
Email: [renee.singh@em.myflorida.com](mailto:renee.singh@em.myflorida.com)

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Steven Juengst, Facilities Supervisor  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117  
Telephone: (386) 248-9463  
Fax: (386) 248-9499  
Email: [sjuengst@hollyhillfl.org](mailto:sjuengst@hollyhillfl.org)

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on December 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$125,978.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any



false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**(10) RECORDS**

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:



i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and



promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. the Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100



(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:



a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

**(18)PROCUREMENT**

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:



i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

business;

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources



- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,



attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant



or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(25) LEGAL AUTHORIZATION**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(26) EQUAL OPPORTUNITY EMPLOYMENT**

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:



i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

ii. 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, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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 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.

vii. 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. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.



The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(28) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(30) SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by the Division. 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 the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** City of Holly Hill

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID#: 59-6000337

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Wesley Maul, Director

Date: \_\_\_\_\_



## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

**Federal Program:** Federal Emergency Management Agency: Hazard Mitigation Grant

**Catalog of Federal Domestic Assistance Number:** 97.039

**Amount of Federal Funding:** \$ 125,978.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

**Federal Program:**

*List applicable compliance requirements as follows:*

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Localized Minor Drainage Improvement

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

*NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.*



## Attachment A

### Budget and Scope of Work

#### STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve the drainage by installation of duckbill valves in City of Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-29-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Holly Hill, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to install duckbill valves on existing drainage outfalls into Halifax River (Intracoastal Waterway). All outfalls are located along Riverside Drive, between Granada Avenue and 3rd Street, which runs along the Atlantic Intracoastal Waterway in Holly Hill, FL 32117

The Construction scope of work includes installation of 23 duckbill valves on drainage pipes through manholes and storm basins closest to corresponding outfalls into the Halifax River. All activities are part of stormwater conveyance improvements for flood abatement. The duckbill valves are designed to reduce duration of roadway flooding for 5, 10 and 25-year events, however positive impact is expected for greater magnitude events as well.

The project shall provide protection against a 10-year storm event.

#### Project Location(s):

1. Intersection of Riverside Drive and Granada Street;
2. Intersection of Riverside Drive and Elizabeth Street;
3. 100 feet south of intersection of Riverside Drive and Elizabeth Street;
4. intersection of Riverside Drive and Flomich Street;
5. intersection of Riverside Drive and 15th Street (50 feet northeast);
6. intersection of Riverside Drive and 15th Street (50 feet southeast);
7. intersection of Riverside Drive and 14th Street;
8. intersection of Riverside Drive and Walker Street;
9. intersection of Riverside Drive and 12th Street;
10. intersection of Riverside Drive and LPGA Blvd (50 feet northeast);
11. intersection of Riverside Drive and LPGA Blvd (300 feet east);
12. intersection of Riverside Drive and San Robar Drive;
13. intersection of Riverside Drive and 10th Street;
14. intersection of Riverside Drive and 9th street (50 feet northeast);
15. intersection of Riverside Drive and 9th street (50 feet southeast);
16. intersection of Riverside Drive and 8th street;
17. intersection of Riverside Drive and 7th Street;
18. 50 feet north of intersection of Riverside Drive and Park Circle;
19. 300 feet northeast of intersection of Riverside Drive and 5th Street;
20. 225 feet northeast of intersection of Riverside Drive and 5th Street;
21. 125 feet northeast of intersection of Riverside Drive and 5th Street;
22. 50 feet east of intersection of Riverside Drive and 5th street;

23. intersection of Riverside Drive and Silver Beach Drive (125 feet east).

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete



the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and
  - b) Letter of Completion:
    - 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
    - 2. Certifying Compliance with all applicable codes;
  - c) Letter verifying that construction activities and equipment storage and staging activities were not located in or impacted any adjacent wetlands or floodplains.
  - d) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of drainage improvements into the Halifax River in City of Holly Hill, Florida 32117; includes installation of 23 duckbill valves on drainage pipes to reduce duration of roadway flooding.

The completed project shall provide protection against a 10-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.



**D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction activities and equipment storage and staging activities are not to be located in or impact any adjacent wetlands or floodplains. Verification of compliance is required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **4283-29-R**, and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

The project was approved by FEMA on December 20, 2017 and the Period of Performance (POP) for this project shall end on **December 31, 2019**

**FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

|                                             |                  |
|---------------------------------------------|------------------|
| State and Local Contracting                 | 3 Months         |
| Construction Plan/Technical Specifications: | 3 Months         |
| Bidding:                                    | 3 Months         |
| Construction:                               | 12 Months        |
| Final Inspection/Closeout:                  | 3 Months         |
| <b>Total Period of Performance:</b>         | <b>24 Months</b> |

**BUDGET****Line Item Budget\***

|                             | <u>Project Costs</u> | <u>Federal Share</u> | <u>Local Share</u> |
|-----------------------------|----------------------|----------------------|--------------------|
| Materials:                  | \$86,370.00          | \$64,778.00          | \$21,592.00        |
| Labor:                      | \$81,600.00          | \$61,200.00          | \$20,400.00        |
| Fees:                       | \$0.00               | \$0.00               | \$0.00             |
| <b>Total Project Costs:</b> | <b>\$167,970.00</b>  | <b>\$125,978.00</b>  | <b>\$41,992.00</b> |

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

|                              |                     |                 |
|------------------------------|---------------------|-----------------|
| Federal Share:               | \$125,978.00        | (75.0%)         |
| Local Share:                 | \$ 41,992.00        | (25.0%)         |
| <b>Total Project Cost:**</b> | <b>\$167,970.00</b> | <b>(100.0%)</b> |

*\*\*The project cost is inclusive of administrative cost.*



## Attachment B

### Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes

- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmenta/grant/sfha\\_conditions.shtm](http://www.fema.gov/governmenta/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all



reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.



## Attachment D

## DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT NAME: City of Holly Hill

REMIT ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT #: \_\_\_\_\_ CONTRACT #: H0018FEMA TRACKING #: 4283-29-R INVOICE PERIOD: \_\_\_\_\_ to \_\_\_\_\_

| Eligible<br>Amount<br>100% | Obligated<br>Federal<br>75% | Obligated<br>Non-Federal<br>25% | Previous<br>Payments | Current<br>Request | DEM Use Only |          |
|----------------------------|-----------------------------|---------------------------------|----------------------|--------------------|--------------|----------|
|                            |                             |                                 |                      |                    | Approved     | Comments |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

|                        |          |                                      |
|------------------------|----------|--------------------------------------|
| APPROVED PROJECT TOTAL | \$ _____ | GOVERNOR'S AUTHORIZED REPRESENTATIVE |
| ADMINISTRATIVE COST    | \$ _____ |                                      |
| APPROVED FOR PAYMENT   | \$ _____ |                                      |
|                        |          | DATE _____                           |

**Attachment D  
(Continued)**

## DIVISION OF EMERGENCY MANAGEMENT

## SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Holly Hill DISASTER #: 4283

CONTRACT #: H0018 FEMA TRACKING #: 4283-29-R

| <b>Sub-Recipient's Reference No.<br/>(Warrant, Voucher, Claim check, or Schedule No.)</b> | <b>Date of delivery of articles, completion of work or performance services.</b> | <b><u>DOCUMENTATION</u><br/>List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.</b> | <b>Sub-Recipient's Eligible Costs<br/>100%</b> |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
|                                                                                           |                                                                                  |                                                                                                                                                                                                                                                                                                 |                                                |
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| <b>TOTAL:</b>                                                                             |                                                                                  |                                                                                                                                                                                                                                                                                                 |                                                |

## Attachment E

## JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Holly Hill

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items)                       | 20____-20____ Anticipated Expenditures for the First Three<br>Months of Contract |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| For Example<br><b>ADMINISTRATIVE COSTS</b><br>(Include Secondary Administration) |                                                                                  |
| For Example<br><b>PROGRAM EXPENSES</b>                                           |                                                                                  |
| <b>TOTAL EXPENSES</b>                                                            |                                                                                  |

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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## Attachment F

**DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM**

SUB-RECIPIENT City of Holly Hill PROJECT #: 4283-29-R  
 PROJECT TYPE: Drainage Project CONTRACT#: H0018  
 DISASTER NUMBER: 4283 QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable): \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-June 20\_\_ \$ \_\_\_\_\_  
 July-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-June 20\_\_ \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspector's): \_\_\_\_\_ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

## Attachment G

### Warranties and Representations

#### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

## Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Holly Hill  
Sub-Recipient's Name

\_\_\_\_\_  
H0018  
DEM Contract Number

\_\_\_\_\_  
4283-29-R  
FEMA Project Number



## Attachment I

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

## ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-29-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$125,978.00

OBLIGATION/ACTION DATE: December 20, 2017

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 132869686

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
 DBA NAME (IF APPLICABLE): \_\_\_\_\_  
 PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
 ADDRESS LINE 1: \_\_\_\_\_  
 ADDRESS LINE 2: \_\_\_\_\_  
 ADDRESS LINE 3: \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_  
 PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_  
 DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to install duckbill valves on existing drainage outfalls into Halifax River (Intercoastal Waterway). All outfalls are located along Riverside Drive, between Granada Avenue and 3rd Street, which runs along the Atlantic Intercoastal Waterway in Holly Hill, FL 32117

The Construction scope of work includes installation of 23 duckbill valves on drainage pipes through manholes and storm basins closest to corresponding outfalls into the Halifax River. All activities are part of stormwater conveyance improvements for flood abatement. The duckbill valves are designed to reduce duration of roadway flooding for 5, 10 and 25-year events, however positive impact is expected for greater magnitude events as well.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_  
 ADDRESS LINE 2: \_\_\_\_\_  
 ADDRESS LINE 3: \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or

more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

| <b>Rank</b><br>(Highest to<br>Lowest) | <b>Name</b><br>(Last, First, MI) | <b>Title</b> | <b>Total Compensation</b><br><b>for Most Recently</b><br><b>Completed Fiscal Year</b> |
|---------------------------------------|----------------------------------|--------------|---------------------------------------------------------------------------------------|
| <b>1</b>                              |                                  |              |                                                                                       |
| <b>2</b>                              |                                  |              |                                                                                       |
| <b>3</b>                              |                                  |              |                                                                                       |
| <b>4</b>                              |                                  |              |                                                                                       |
| <b>5</b>                              |                                  |              |                                                                                       |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment J

### Mandatory Contract Provisions

#### Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

#### OMB Guidance

#### Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must 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



## Pt. 200, App. III

## 2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)**

**A. GENERAL**

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

**1. Major Functions of an Institution**

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to





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

**City Commission  
Agenda Item**

---

**MEETING DATE:** May 22, 2018  
**FROM:** Joseph Forte  
**SUBJECT:** Request for Lien Reduction - 113 / 115 Walker Street  
**NUMBER:** (ID # 2019)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 113/115 Walker Street. The property is owned by Angelo Noviello, Jr. The original code enforcement action commenced in 2012 under the ownership and responsibility of Angelo Noviello, Jr., in violation of Section 82-131 and 304.1. The issue involving this case is that Mr. Noviello’s father, Mr. Noviello, Sr., was responsible for the property up until his incarceration last year. Following Sr’s incarceration, Mr. Noviello, Jr., brought the property into compliance in anticipation of selling the property.

Following hearings on March 2012 and October 12, 2012, the Special Master ordered the property to pay a fine of \$250.00 at each hearing plus \$200.00 per day for every day the property was not in compliance. The balance of the lien is \$42,131.76.

Should the property fall into disrepair again resulting in additional fines, which become a lien, this property will no longer be entitled to a lien reduction.

**FISCAL ANALYSIS:**

|                                               |                   |
|-----------------------------------------------|-------------------|
| Total lien                                    | \$42,131.76       |
| Required payment:                             |                   |
| Special Master fee of 2 meetings 3/12 & 10/12 | \$500.00          |
| Code enforcement staff time 8 hours           | \$206.00          |
| Finance staff time 2 hours                    | \$ 36.00          |
| One day fine                                  | \$200.00          |
| Filing fee                                    | \$ 20.00          |
| Sub-Total                                     | \$962.00          |
| Plus 18%                                      | \$173.16          |
| <b><u>Total</u></b>                           | <b>\$1,135.16</b> |

\*City negotiated with the owners a reimbursement for administrative and direct costs in the amount of **\$1,135.16**.

**STAFF RECOMMENDATION:**

Reduce the lien from \$42,131.76 to **\$1,135.16** owed to the City. The City shall not release the lien until payment has been received in the amount of **\$1,135.16** and the property is still in compliance no later than June 15, 2018.

If payment is not received and the property is not in compliance at 5:00 pm on June 15, 2018, the full amount of the lien shall remain in place, the lien will not be released and the opportunity to request another lien reduction will be forfeited.

**COMMISSION GOAL:**

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

**MOTION:**

To reduce the lien to an administrative fee in the amount of **\$1,135.16** payable no later than June 15, 2018. Failure to pay the lien by June 15, 2018 and provide proof that the property is in compliance with all noted violations will cause the entire lien to be remain upon the property without the opportunity to request a lien reduction.

- 113-115 Walker (PDF)

March 15, 2018

41,500  
386 679 4979

To; Code Enforcement / Lien Reduction

Re; 115 Walker Street, Holly Hill, Florida  
parcel id # 42-14-32-50-02-0061

We are requesting an application for a lien reduction.

Please forward the application for this process.

Sincerely,

Angelo Novello Jr

Angelo Noviello Jr.



## CITY OF HOLLY HILL

CASE # \_\_\_\_\_

## REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Angelo Novello Jr

Property Address: 115 Walker St. Holly Hill, FL

Phone number(s) where you can be reached during the day:

386-252-5225 cell 386-295-4038

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you claiming financial hardship? ☒ YES ☐ NO

Are you claiming medical hardship? ☐ YES ☒ NO

**APPLICANT AUTHORIZATION FORM**

An authorized applicant is defined as:

- 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 Angelo Noviello Jr, the fee simple owner of the following  
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))

# 42-14-32-50-02-0061

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of \$ \_\_\_\_\_ for Case No. \_\_\_\_\_, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

X Angelo Noviello Jr  
Owner's Name

Angelo Noviello Jr  
Owner's Signature

\_\_\_\_\_  
Owner's Name

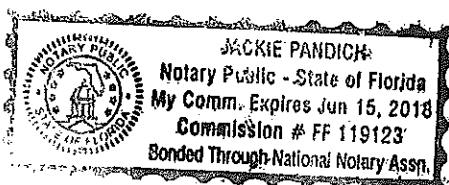
\_\_\_\_\_  
Owner's Signature

I certify that I have examined the 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 Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of April, 2018.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Angelo Noviello Jr, who is personally known to me or who has produced Drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of April, 2018.



Jackie Pandich  
Notary Public in and for the County and State  
Aforementioned Volusia Florida

**APPLICANT AUTHORIZATION FORM**

An authorized applicant is defined as:

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- 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).

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described property (Provided Legal Description or Tax Parcel ID Number(s))

# 42-14-32-50-02-0061

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X Angelo Noviello Jr  
Owner's Name

Angelo Noviello Jr  
Owner's Signature

\_\_\_\_\_  
Owner's Name

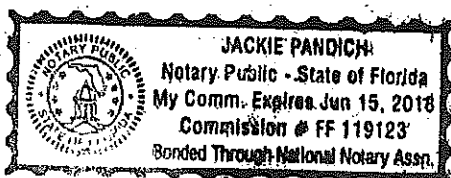
\_\_\_\_\_  
Owner's Signature

I certify that I have examined the 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 Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 3<sup>rd</sup> day of April, 2018.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Angelo Noviello Jr, who is personally known to me or who has produced Drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of April, 2018.



Jackie Pandich  
Notary Public in and for the County and State  
Aforementioned Volusia Florida



If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

I, Angelo Noviello Jr, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: 4.3.18

Signed: Angelo Noviello Jr

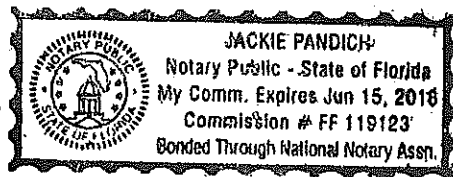
Print Name: Angelo Noviello Jr

STATE OF FloridaCOUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Angelo Noviello Jr, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced Drivers license as identification and did take an oath.

Date: 4.3.18

Jackie Pandich  
Notary Public

My Commission Expires 6.15.2018

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO  
CODE ENFORCEMENT DEPARTMENT  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FL 32117

May 8, 2018

To: City of Holly Hill

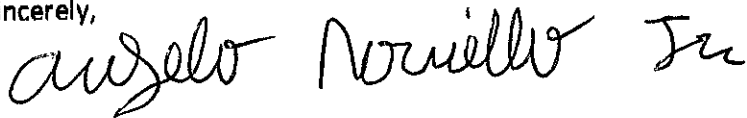
Re: Lien Reduction 115 Walker St

I Angelo Noviello Jr, state that my father was taking care of this property, until the date of November 27, 2018. At this time my father was arrested. I was unaware of any problems on the house, until the code enforcement office of Holly Hill served me in person with documents about the property. In the documents was a list of violations. I believed that my father had taken care of all the issues with the property. As soon as I was served I took care of the violations, and have complied with all that I am aware of with the property. I will do whatever needs to be done to comply with the city.

Please if possible and I hope this can be done to reduce the amount of the liens on this property. I am asking the city of Holly Hill to work with me and reduce or remove the lien. I am having financial difficulties with all that is going on. Once this is taken care of I will put the property up for sale.

Please help me.

Sincerely,

A handwritten signature in black ink that reads "Angelo Noviello Jr". The signature is written in a cursive, flowing style.

Angelo Noviello Jr.



April 10, 2018

To: Joe Forte, City Manager

From: Mark Ballard, Code Enforcement Officer

Subject: 113/115 Walker Street, Holly Hill – REQUEST FOR LIEN REDUCTION

Case #: 11-1237 & 1836531 – Recorded 10/19/12- Parcel #42-14-3250-02-0061

Please find attached the Request for Lien Reduction for your review, as well as a copy of the history of this case. The lien balance is \$42,131.76.

Please review the information and issue a determination of approval or denial on this form. Pursuant to City Commission's approval Lien Reduction/Waiver Policy, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines below:

- (1) If the property owner has purchased property on which a lien was recorded, a waiver or reduction on the lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

\_\_\_\_\_ Fails

\_\_\_\_\_  Does not fail

*Staff Findings:* The owners are requesting a lien reduction on the property.

- (2) If the insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction or waiver would place the City on the indemnifying the title insurer against its losses, which losses should be in premium charges.

\_\_\_\_\_ Fails

\_\_\_\_\_  Does not fail

*Staff Findings:* A Title insurance policy was not issued when the ownership was transferred

- (3) A request got a waiver of reduction in lien shall not be granted if the City Commission has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for education or subsequent applicant.

\_\_\_\_\_ Fails

\_\_\_\_\_  Does not fail

*Staff Findings:* To the best of Staff's knowledge, there has never been a request of the City Commission to reduce the lien.

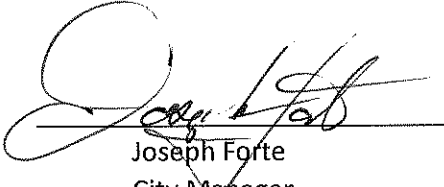
- (4) If a lending agency receives a certificate of title through foreclosure after a lien is in place, then the lending agency will pay the administrative costs associated with this case (plus 100%).

\_\_\_\_\_ Fails

☒ \_\_\_\_\_ Does not fail

☒ \_\_\_\_\_ Approved for consideration by City Commission

\_\_\_\_\_ Denied

  
\_\_\_\_\_  
Joseph Forte  
City Manager



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

**City Commission  
Ordinance**

---

**MEETING DATE:** May 22, 2018  
**FROM:** Brian Walker  
**SUBJECT:** **FIRST READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**  
**NUMBER:** (ID # 2045)  
**APPLICANT:** Brian Walker  
**PLANNER:**

---

**INTRODUCTION:**

Halifax Media Holly Hill BPUD Rezone - Consider a Rezone from B-5 (General Commercial District) to BPUD (Business Planned Unit Development) for 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6<sup>th</sup> Street (Robert Merrell III, Applicant) District 1 - Burns (Brian Walker, City Planner).

**BACKGROUND:**

The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat as recorded in the Public Record of Volusia County, Map Book 58, Pages 154 through 159.

Lots 3 and 4 are divided between the cities of Holly Hill and Daytona Beach. The portions lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts.

**DISCUSSION:**

The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach that are compatible with the stated allowable uses of the Halifax Media Planned District Agreement. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach.

The portions of lots 3 and 4 proposed for parking and drainage are zoned B-5 which does not



allow parking and drainage without a structure. Inasmuch as the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow flexibility of business uses and their supporting infrastructure. Therefore, the rezone will allow the portions of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of commercial structures within the City of Daytona Beach.

Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the uses permitted under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill.

The subject property has a General Commercial future land use designation, which allows a maximum floor area ratio of 1.95. The intent of the General Commercial future land use designation is to provide appropriate locations for general retail commercial development.

## **COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:**

Adjacent land uses and zoning are as follows:

North: FLU is Local Service Industry and Zoning is PD-G (Daytona)

South: FLU is General Commercial and Zoning is B-5 (Holly Hill)

East: FLU is FLU is Local Service Industry and Zoning is PD-G and M-1 (Daytona)

West: FLU is Retail and Zoning is M-1 (Daytona)

### **Site Analysis**

#### **Floodplain Impacts:**

Based on FIRM map 12127C0356J revised on September 29, 2017, and the topographic survey provided by the Applicant; the property is in flood zone A.

#### **Wetland Impacts:**

Based on preliminary wetland map analysis and the topographic survey provided by the Applicant, there are no wetlands on the subject property.

#### **Utilities:**

The site is located in the Holly Hill utility service area, and will be required to connect to public utilities.

#### **Sidewalks:**

There is an existing sidewalk along the east side of Nova Road.

#### **Landscaping and Buffers:**

Lots 3 and 4 will follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 will provide a 50' landscape buffer along Nova Road and a 5' buffer along each

additional boundary, each as measured from the platted lot lines.

Lot 5 will follow the Landscape requirements of the City of Holly Hill, except that Lot 5 will provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.

### **Consistency with the Land Development Code**

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed project supports the objectives of the BPUD zoning designation in that it supports economical and orderly development consisting of compatible land uses.

Staff finds the requested BPUD (Business Planned Unit Development) zoning classification to be compatible with the existing trend of development in the area.

### **Consistency with 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. 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 proposed Business Planned Unit Development (BPUD) zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure.

### **STAFF RECOMMENDATION:**

At its meeting on May 7, 2018, the Board of Planning and Appeals unanimously recommended that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan.

### **STAFF RECOMMENDATION:**

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6<sup>th</sup> Street.

**MOTION:**

**APPROVE FIRST READING OF ORDINANCE 3005, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT).**

**ATTACHMENTS:**

- Aerial Map (PDF)
- Area Map (PDF)
- Zoning and FLU Map (PDF)
- Zoning Map - Surrounding Area (PDF)
- Street Views (PDF)
- Development Agreement (PDF)
- Preliminary Development Plan (PDF)
- Legal Description (PDF)
- Survey & Legal (PDF)
- Application (PDF)
- Property Appraiser Info Sheets (PDF)
- Rezone Ordinance (PDF)
- Halifax Media Plat Lots 1, 2 and 3 (Map Book 58 Page 155) (PDF)
- Daytona's Halifax Media PD Agreement (PDF)
- BOPA Minutes (PDF)

**Ordinance No. (ID # 2045)**

**FIRST READING - ORDINANCE 3005 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 3005**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL 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 and is consistent with 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 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 upon recording.

**APPROVED AND AUTHENTICATED** on the 22<sup>nd</sup> day of MAY, 2018 for first reading.

**EXHIBIT "A"****LEGAL DESCRIPTION**

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT 5, LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5, OF SAID HALIFAX

MEDIA ; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE PONT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

## **EXHIBIT "B"**

### **DEVELOPMENT AGREEMENT**

#### **HALIFAX MEDIA - HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD)**

The Application of RPS News Journal Building, LLC, a Florida limited liability company, hereafter the "Applicant," for rezoning was heard by and before the City of Holly Hill's Board of Planning and Appeals on \_\_\_\_\_, 2018 and the City Commission of the City of Holly Hill on \_\_\_\_\_ 2018, and \_\_\_\_\_, 2018. Based upon the Application and other supporting documents, maps, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced, and evidence received at the Public Hearings on this Application and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the Application of RPS News Journal Building, LLC, a Florida limited liability company, was duly and properly filed on March \_\_, 2018.

B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.

C. That the Applicant is the owner of approximately 1.57 +/- acres lying within the City of Holly Hill. There are three (3) lots or portions of lot platted (Lots 3, 4, and 5) as Halifax Media Subdivision as recorded in Volusia County Map Book 58, Page 159, collectively referred to as the "Property." The Property is described more particularly in the legal description and Preliminary Development Plan, copies of which are attached hereto as Exhibit "A" and by reference incorporated herein.

The Property is part of a larger project that is largely within the City of Daytona Beach and subject to the Halifax Media Planned District Agreement as recorded in Volusia County Records Book 7334, Page 3421. The Property is intended to function as part of the larger project and provide support of the same.

D. That the Applicant has held a pre-application meeting as required by Section 114-771 of the Holly Hill Code of Ordinances.

E. That the Applicant has complied with the "due public notice" requirements of the

Holly Hill Code of Ordinances.

F. That the owner of the Property, RPS News Journal Building, LLC, agrees with the provisions of the Development Agreement.

### **FINDINGS REGARDING REZONING**

A. That the Applicant has applied for a change of Zoning from the present zoning classifications of the Property described in Exhibit "A" from B-5 (General Commercial District) to a Business Planned Unit Development.

B. That the said rezoning to a Business Planned Unit Development is consistent with both the City's Comprehensive Plan, as amended, and the purpose and intent of the Holly Hill Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS \_\_ DAY OF \_\_\_\_\_, 2018, A.D., AS FOLLOWS:**

A. That the Application of RPS News Journal Building, LLC, for the rezoning of the subject parcel is hereby granted.

B. That the Zoning classification of the Property described in Exhibit "A" attached hereto is hereby amended from B-5 (General Commercial District) to Business Planned Unit Development. The BPUD zoning for the Property will permit Halifax Media - Holly Hill Business Planned Unit Development.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said Property to Business Planned Unit Development.

D. That the provisions of the "Master Development Plan" as hereinafter set forth in this Order are consistent with the LDR. With respect to any conflict between the LDR and the Master Development Plan, the provisions of the Master Development Plan shall govern. The LDR shall govern with respect to any matter not covered by the Master Development Plan. The Holly Hill Development Code Administrator will ensure overall compliance with this Order.

E. Unless otherwise provided for herein, the LDR supplementary Regulations shall apply to the development authorized by this Written Development Agreement.

F. Nothing in this Order shall abridge the requirements of any Ordinance of the City of Holly Hill other than the LDR and then, only to the extent authorized by this Written Development Agreement.

G. That the Written Development Agreement, with all attached exhibits, and the Preliminary Development Plan, which is attached hereto as Exhibit B, and by reference incorporated herein, shall comprise the Master Development Plan, which shall govern the development of the Property.

### **DEVELOPMENT AGREEMENT**

A. **Development Concept.** The Property shall be developed as a Business Planned Unit Development substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the Property as a Business Planned Unit Development and shall regulate the future land use of the Property.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Development Plan prepared by Finley Engineering Solutions, Inc. and this Written Development Agreement, including all attached exhibits. The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill. In the event of a conflict between the Written Development Agreement and the Preliminary Development Plan, the Written Development Agreement shall control.

2. **Amendments.** All amendments of the Master Development Plan, other than those defined by the LDR to be Minor Amendments, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel. In the event the Development Code Administrator is unable to determine whether an amendment is a Major or Minor Amendment, the Development Code Administrator shall seek a determination by the City Commission.

3. **Final Development Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, demolition or land filling, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by the LDR. However, prior to approval of the Final Development Plan by the City pursuant to the LDR, the Final Development Plan shall be submitted to the City Commission for review and comment.

B. **Unified Ownership.** The Applicant and its successors shall maintain unified ownership or control of the Property until after approval of the BPUD rezoning.

C. **Phases of Development.** Subject to the conditions provided below, Applicant shall develop the Property in phases as depicted on the Preliminary Development Plan as described as follows:

1. **Phase I:** Construction of the parking lot on that portion of Lot 3 lying within Holly Hill in support of development of the Commercial Building on that portion of Lot 3 lying within the City of Daytona Beach; and

2. **Phase II:** Construction of commercial uses on Lot 5, consistent with the



land development criteria permitted under the B-5 zoning category; and

3. Phase III: Construction of the parking lot on that portion of Lot 4 lying within Holly Hill in support of development of the commercial building on that portion of Lot 4 lying within the City of Daytona Beach.

Applicant shall diligently pursue any required permits and authorizations from applicable government agencies for each phase and component of such phase. City shall cooperate in good faith, at no cost to the City, with Applicant in Applicant's efforts to obtain any such permits and authorizations. However, the Applicant shall be under no obligation to undertake any phase or component of any phase without requisite approval of the applicable governing board or agency, including without limitation, the securing of any required permits from such board or agency.

Final Development Plans for each phase of the Property shall be individually approved or, at the Applicant's option, Phases may be processed simultaneously. Each phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water, and other required infrastructure. In the event that only one (1) phase at a time is approved, the Final Development Plan for a particular phase shall make provisions for allowing connection of the remaining phases in the configuration required by the Master Development Plan, and contain such reservations, easements, and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith.

The City of Holly Hill shall be the local agency responsible for Site Plan review and Building Permitting for Lot 5. The City of Daytona Beach shall be the Lead Local Agency for Site Plan review and Building Permitting of Lots 3 and 4, with input from the City of Holly Hill. The City of Holly Hill shall be entitled to Building Permit fees for that portion of development on Lots 3,4, and 5 that lie within Holly Hill.

D. Land Uses Within the BPUD. The development of the Property shall be consistent with the uses prescribed for each area within the BPUD. The location and size of said land use areas are shown on the Preliminary Development Plan, Exhibit "B." The following land use shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Parking Lot on Lots 3 and 4: The Parking Lot on those portions of Lots 3 and 4 lying within the City of Holly Hill shall be permitted to be developed as a parking lot intended to support the remainder of said lots, within the municipal boundary of the City of Daytona Beach and whose development is controlled by the Planned Development Agreement as recorded in the Volusia County Official Records Book 7334, Page 3421.

2. Lot 5: Lot 5 shall be permitted to be developed consistent with the uses permitted under the B-5 zoning district of the LDR at the time of approval of the Master Development Plan. (Section 114-473, LDR)

E. Development Standards. All development on the Property shall be generally

consistent with Exhibit "B." It is recognized that the specific layout of Buildings and parking on each lot may change, depending on the end user. However, the general layout shall remain consistent with Exhibit "B."

1. Lots 3 and 4 shall follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 shall provide a 50' landscape buffer along Nova Road and a 5' buffer along each additional boundary, each as measured from the platted lot lines.
2. Lot 5 shall follow the Landscape requirements of the City of Holly Hill, except that Lot 5 shall provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.
3. To the extent that this Agreement and Exhibit "B" do not address an applicable standard, development shall comply with the B-5 zoning district development standards at the time of approval of the Master Development Plan.

F. **Sewage Disposal and Potable Water.** The City of Holly Hill owns and operates a Water and Wastewater Treatment Plan with a permitted capacity of 2.4 MGD. The City has adequate water and wastewater capacity to support the proposed development. Water and sewer connections from all Lots will be made to the City of Holly Hill systems.

G. **Stormwater Management.** Stormwater facilities were previously permitted and constructed in accordance with St. Johns River Water Management District ("SJRWMD") permitting and Preliminary Plat approvals by both the city of Holly Hill and the City of Daytona Beach.

H. **Access, Internal Roadways and Transportation System Improvements.** Access to the project and internal roadways shall be as generally depicted on Exhibit "B." Transportation system improvements will be made in accordance with the requirements of the Holly Hill LDR.

I. **Building or Property Owners Association.** To the extent that any common areas will exist within the project, a Property owners association has been established for future regulation, maintenance and repair of the Property.

With respect to the enforcement of any Property owners association charter and bylaws, any other agreements, covenants, easements or restrictions entered into by and between the Applicant and the owners or occupiers of Property within the PUD, the city will only enforce the provisions of the Master Development Plan and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

J. **Binding Effect of Plans; Recording; and Effective Date.** The Master

Development Plan, including any and all supplementary orders, and the Preliminary Development Plan shall bind an inure to the benefit of the Applicant and its successors in title or interest, to the extent that the improvements shown on same not permitted to be relocated as provided herein. The BPUD zoning, provisions of the Master Development Plan, and all approved plans shall run with the land and shall be administered in a manner consistent with the City's LDR.

This Order and all subsequent orders shall be filed with the Clerk of the Circuit Court and recorded within \_\_\_\_ days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book, page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The effective date of this document shall be the effective date of Ordinance \_\_\_\_\_. The Applicant shall pay all filing costs for recording documents.

K. **Conceptual Approval.** The parties hereto acknowledge that reductions in intensity may occur, and that minor changes to the Preliminary Development Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and landscape buffers may result. Any such changes to the Preliminary Development Plan may be approved by the Development Code Administrator if he determines that said changes are Minor Amendments as that term is defined in the LDR. Any revisions to the Preliminary Development Plan shall be reflected on the Final Development Plan during the approval process of the same.

**Done and Ordered** by the City Commission of the City of Holly Hill, Florida, this \_\_\_\_ day of \_\_\_\_, 2018.

**Attest:**

CITY OF HOLLY HILL, FL

\_\_\_\_\_  
Valerie Manning, City Clerk

\_\_\_\_\_  
John Penny, Mayor

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2018, by VALERIE MANNING, as City Clerk, City of Holly Hill, and JOHN PENNY, as Mayor, City of Holly Hill, who are personally known to me or have produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of Florida At Large  
(Seal)

My Commission Expires: \_\_\_\_\_

Title/Rank: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Witness:

RPS NEWS JOURNAL BUILDING, LLC

\_\_\_\_\_  
(Name Printed or Typed)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_, of RPS News Journal Building, LLC, and who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of Florida At Large  
(Seal)

My Commission Expires: \_\_\_\_\_

Title/Rank: \_\_\_\_\_

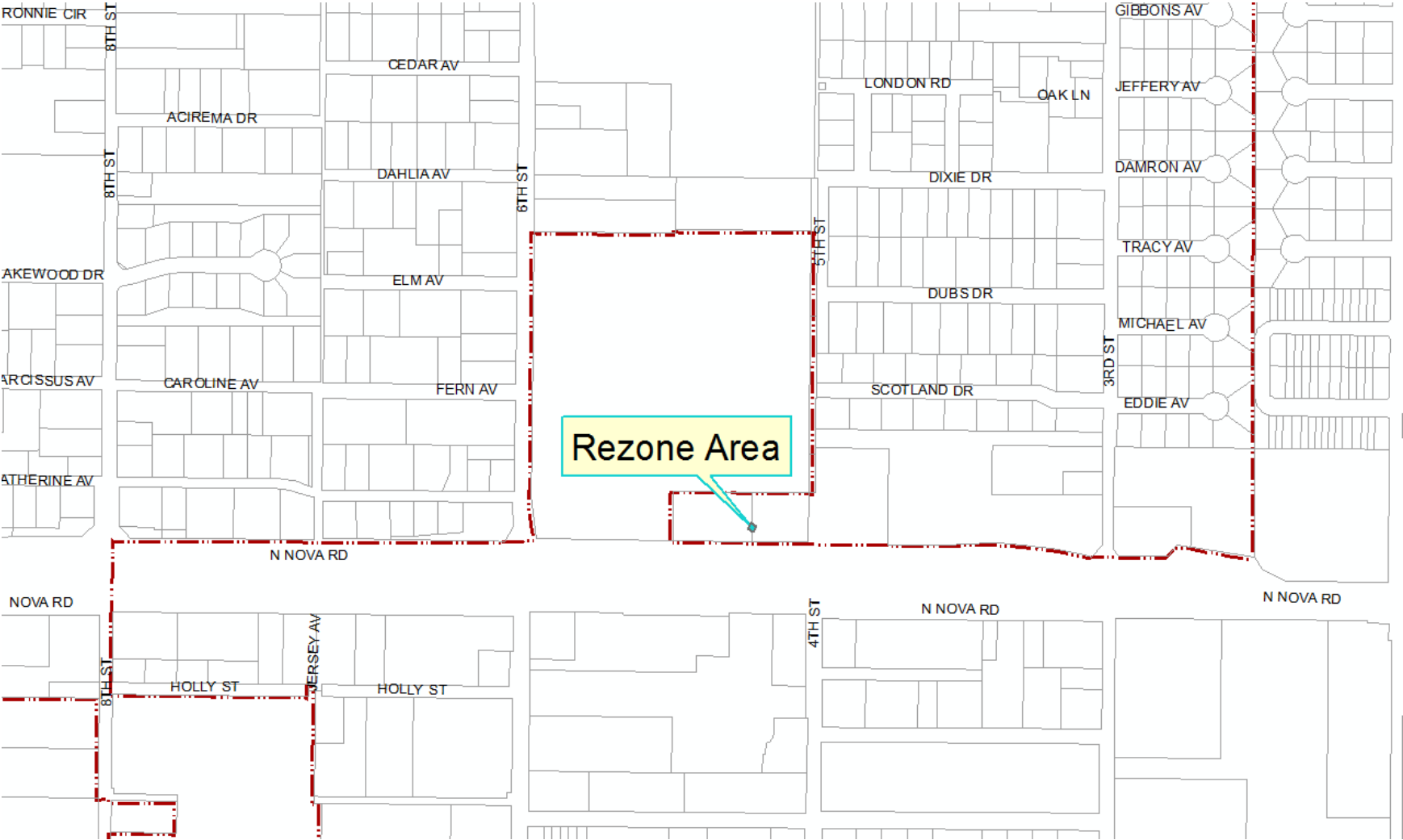
Commission Number: \_\_\_\_\_



AERIAL MAP

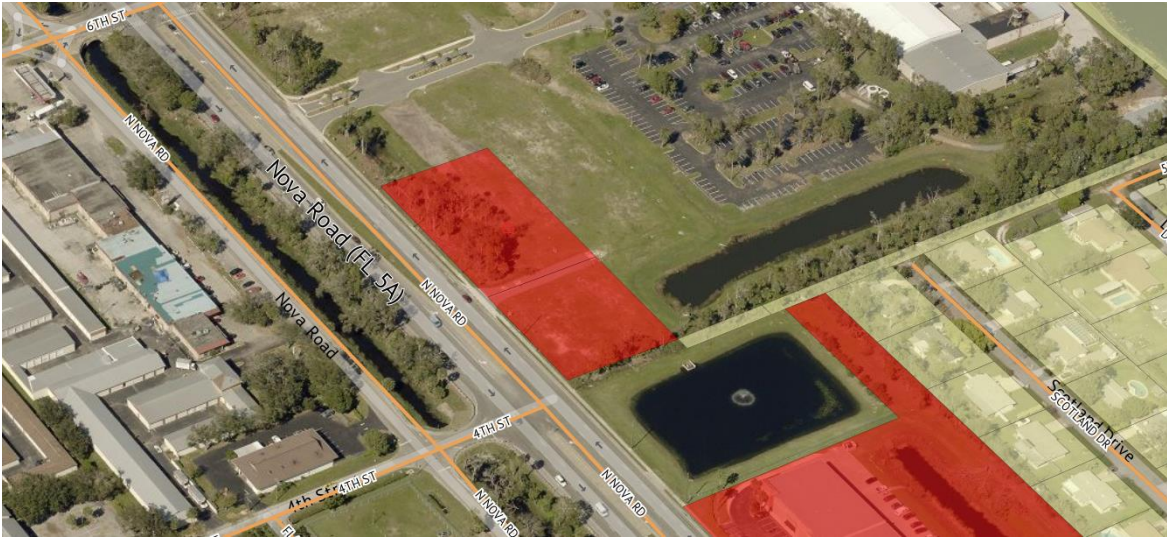


AREA MAP



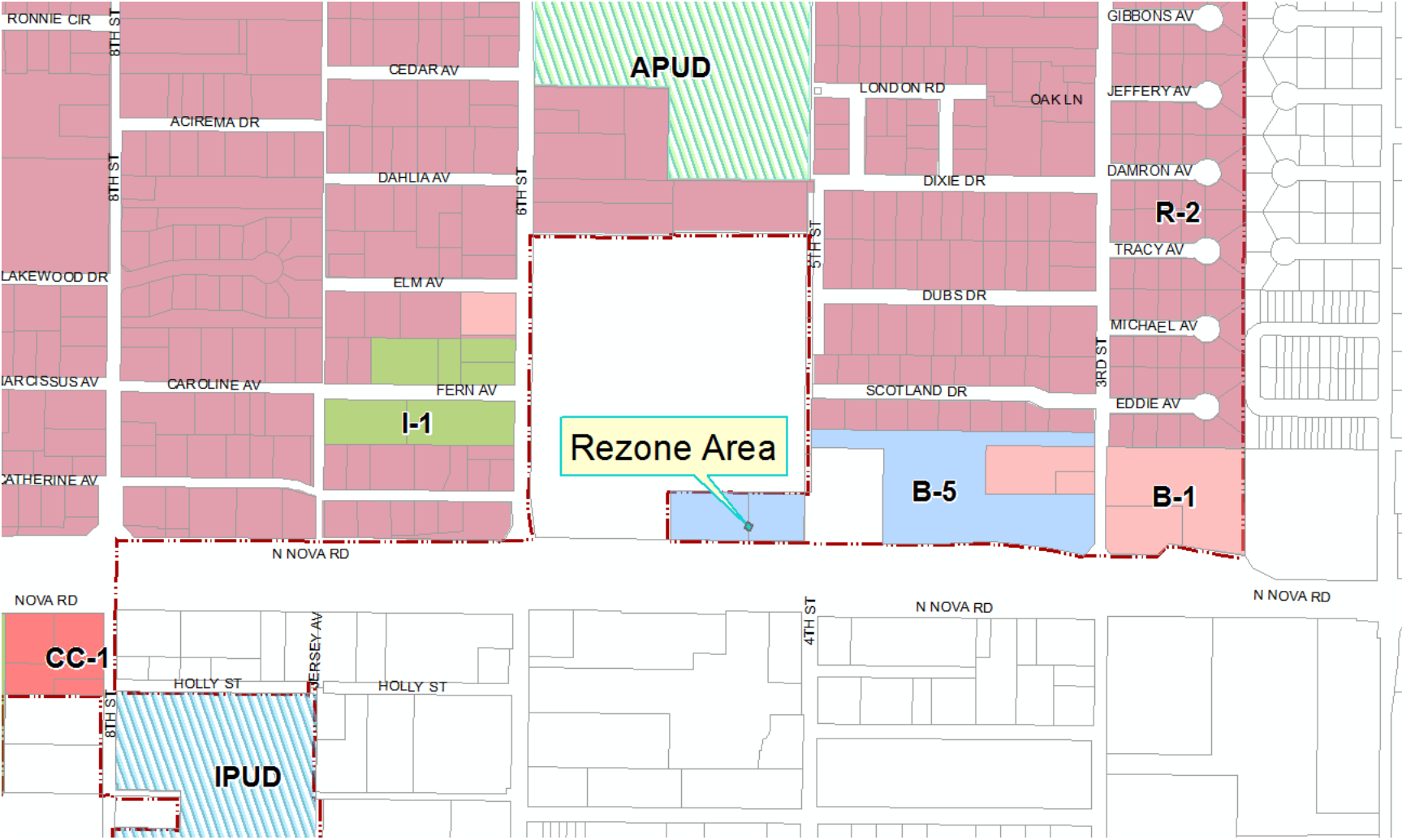


B-5 Zoning / General Retail Commercial FLU



Attachment: Zoning and FLU Map (2045 : Halifax Media Holly Hill BPUD Rezone)

B-5 ZONING  
GENERAL COMMERCIAL FLU





Looking North on Nova Road



Looking South on Nova Road



Looking East on Nova Road



## **DEVELOPMENT AGREEMENT**

### **HALIFAX MEDIA – HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD)**

The Application of RPS News Journal Building, LLC, a Florida limited liability company, hereafter the "Applicant," for rezoning was heard by and before the City of Holly Hill's Board of Planning and Appeals on \_\_\_\_\_, 2018 and the City Commission of the City of Holly Hill on \_\_\_\_\_ 2018, and \_\_\_\_\_, 2018. Based upon the Application and other supporting documents, maps, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced, and evidence received at the Public Hearings on this Application and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the Application of RPS News Journal Building, LLC, a Florida limited liability company, was duly and properly filed on March \_\_, 2018.

B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.

C. That the Applicant is the owner of approximately 1.57 +/- acres lying within the City of Holly Hill. There are three (3) lots or portions of lot platted (Lots 3, 4, and 5) as Halifax Media Subdivision as recorded in Volusia County Map Book 58, Page 159, collectively referred to as the "Property." The Property is described more particularly in the legal description and Preliminary Development Plan, copies of which are attached hereto as Exhibit "A" and by reference incorporated herein.

The Property is part of a larger project that is largely within the City of Daytona Beach and subject to the Halifax Media Planned District Agreement as recorded in Volusia County Records Book 7334, Page 3421. The Property is intended to function as part of the larger project and provide support of the same.

D. That the Applicant has held a pre-application meeting as required by Section 114-771 of the Holly Hill Code of Ordinances.

E. That the Applicant has complied with the "due public notice" requirements of the Holly Hill Code of Ordinances.

F. That the owner of the Property, RPS News Journal Building, LLC, agrees with the provisions of the Development Agreement.

Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

## FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of Zoning from the present zoning classifications of the Property described in Exhibit "A" from B-5 (General Commercial District) to a Business Planned Unit Development.

B. That the said rezoning to a Business Planned Unit Development is consistent with both the City's Comprehensive Plan, as amended, and the purpose and intent of the Holly Hill Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS \_\_ DAY OF \_\_\_\_\_, 2018, A.D., AS FOLLOWS:**

A. That the Application of RPS News Journal Building, LLC, for the rezoning of the subject parcel is hereby granted.

B. That the Zoning classification of the Property described in Exhibit "A" attached hereto is hereby amended from B-5 (General Commercial District) to Business Planned Unit Development. The BPUD zoning for the Property will permit Halifax Media – Holly Hill Business Planned Unit Development.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said Property to Business Planned Unit Development.

D. That the provisions of the "Master Development Plan" as hereinafter set forth in this Order are consistent with the LDR. With respect to any conflict between the LDR and the Master Development Plan, the provisions of the Master Development Plan shall govern. The LDR shall govern with respect to any matter not covered by the Master Development Plan. The Holly Hill Development Code Administrator will ensure overall compliance with this Order.

E. Unless otherwise provided for herein, the LDR supplementary Regulations shall apply to the development authorized by this Written Development Agreement.

F. Nothing in this Order shall abridge the requirements of any Ordinance of the City of Holly Hill other than the LDR and then, only to the extent authorized by this Written Development Agreement.

G. That the Written Development Agreement, with all attached exhibits, and the Preliminary Development Plan, which is attached hereto as Exhibit B, and by reference incorporated herein, shall comprise the Master Development Plan, which shall govern the development of the Property.

Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezoning)

## DEVELOPMENT AGREEMENT

A. **Development Concept.** The Property shall be developed as a Business Planned Unit Development substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the Property as a Business Planned Unit Development and shall regulate the future land use of the Property.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Development Plan prepared by Finley Engineering Solutions, Inc. and this Written Development Agreement, including all attached exhibits. The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill. In the event of a conflict between the Written Development Agreement and the Preliminary Development Plan, the Written Development Agreement shall control.

2. **Amendments.** All amendments of the Master Development Plan, other than those defined by the LDR to be Minor Amendments, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel. In the event the Development Code Administrator is unable to determine whether an amendment is a Major or Minor Amendment, the Development Code Administrator shall seek a determination by the City Commission.

3. **Final Development Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, demolition or land filling, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by the LDR. However, prior to approval of the Final Development Plan by the City pursuant to the LDR, the Final Development Plan shall be submitted to the City Commission for review and comment.

B. **Unified Ownership.** The Applicant and its successors shall maintain unified ownership or control of the Property until after approval of the BPUD rezoning.

C. **Phases of Development.** Subject to the conditions provided below, Applicant shall develop the Property in phases as depicted on the Preliminary Development Plan as described as follows:

1. Phase I: Construction of the parking lot on that portion of Lot 3 lying within Holly Hill in support of development of the Commercial Building on that portion of Lot 3 lying within the City of Daytona Beach; and

2. Phase II: Construction of commercial uses on Lot 5, consistent with the land development criteria permitted under the B-5 zoning category; and

3. Phase III: Construction of the parking lot on that portion of Lot 4 lying within Holly Hill in support of development of the commercial building on that portion of Lot 4 lying within the City of Daytona Beach.



Applicant shall diligently pursue any required permits and authorizations from applicable government agencies for each phase and component of such phase. City shall cooperate in good faith, at no cost to the City, with Applicant in Applicant's efforts to obtain any such permits and authorizations. However, the Applicant shall be under no obligation to undertake any phase or component of any phase without requisite approval of the applicable governing board or agency, including without limitation, the securing of any required permits from such board or agency.

Final Development Plans for each phase of the Property shall be individually approved or, at the Applicant's option, Phases may be processed simultaneously. Each phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water, and other required infrastructure. In the event that only one (1) phase at a time is approved, the Final Development Plan for a particular phase shall make provisions for allowing connection of the remaining phases in the configuration required by the Master Development Plan, and contain such reservations, easements, and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith.

The City of Holly Hill shall be the local agency responsible for Site Plan review and Building Permitting for Lot 5. The City of Daytona Beach shall be the Lead Local Agency for Site Plan review and Building Permitting of Lots 3 and 4, with input from the City of Holly Hill. The City of Holly Hill shall be entitled to Building Permit fees for that portion of development on Lots 3,4, and 5 that lie within Holly Hill.

D. **Land Uses Within the BPUD.** The development of the Property shall be consistent with the uses prescribed for each area within the BPUD. The location and size of said land use areas are shown on the Preliminary Development Plan, Exhibit "B." The following land use shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Parking Lot on Lots 3 and 4: The Parking Lot on those portions of Lots 3 and 4 lying within the City of Holly Hill shall be permitted to be developed as a parking lot intended to support the remainder of said lots, within the municipal boundary of the City of Daytona Beach and whose development is controlled by the Planned Development Agreement as recorded in the Volusia County Official Records Book 7334, Page 3421.

2. Lot 5: Lot 5 shall be permitted to be developed consistent with the uses permitted under the B-5 zoning district of the LDR at the time of approval of the Master Development Plan. (Section 114-473, LDR)

E. **Development Standards.** All development on the Property shall be generally consistent with Exhibit "B." It is recognized that the specific layout of Buildings and parking on each lot may change, depending on the end user. However, the general layout shall remain consistent with Exhibit "B."

1. Lots 3 and 4 shall follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 shall provide a 50' landscape buffer along Nova Road and a 5' buffer along each additional boundary, each as measured from the platted lot lines.
2. Lot 5 shall follow the Landscape requirements of the City of Holly Hill, except that Lot 5 shall provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.
3. To the extent that this Agreement and Exhibit "B" do not address an applicable standard, development shall comply with the B-5 zoning district development standards at the time of approval of the Master Development Plan.

F. **Sewage Disposal and Potable Water.** The City of Holly Hill owns and operates a Water and Wastewater Treatment Plan with a permitted capacity of 2.4 MGD. The City has adequate water and wastewater capacity to support the proposed development. Water and sewer connections from all Lots will be made to the City of Holly Hill systems.

G. **Stormwater Management.** Stormwater facilities were previously permitted and constructed in accordance with St. Johns River Water Management District ("SJRWMD") permitting and Preliminary Plat approvals by both the city of Holly Hill and the City of Daytona Beach.

H. **Access, Internal Roadways and Transportation System Improvements.** Access to the project and internal roadways shall be as generally depicted on Exhibit "B." Transportation system improvements will be made in accordance with the requirements of the Holly Hill LDR.

I. **Building or Property Owners Association.** To the extent that any common areas will exist within the project, a Property owners association has been established for future regulation, maintenance and repair of the Property.

With respect to the enforcement of any Property owners association charter and bylaws, any other agreements, covenants, easements or restrictions entered into by and between the Applicant and the owners or occupiers of Property within the PUD, the city will only enforce the provisions of the Master Development Plan and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

J. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all supplementary orders, and the Preliminary Development Plan shall bind an inure to the benefit of the Applicant and its successors in title or interest, to the extent that the improvements shown on same not permitted to be relocated as provided herein. The BPUD zoning, provisions of the Master Development Plan, and all approved plans shall run with the land and shall be administered in a manner consistent with the City's LDR.

This Order and all subsequent orders shall be filed with the Clerk of the Circuit Court and recorded within \_\_\_\_\_ days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book, page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The effective date of this document shall be the effective date of Ordinance \_\_\_\_\_. The Applicant shall pay all filing costs for recording documents.

K. **Conceptual Approval.** The parties hereto acknowledge that reductions in intensity may occur, and that minor changes to the Preliminary Development Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and landscape buffers may result. Any such changes to the Preliminary Development Plan may be approved by the Development Code Administrator if he determines that said changes are Minor Amendments as that term is defined in the LDR. Any revisions to the Preliminary Development Plan shall be reflected on the Final Development Plan during the approval process of the same.

**Done and Ordered** by the City Commission of the City of Holly Hill, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Attest:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

John Penny, Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by VALERIE MANNING, as City Clerk, City of Holly Hill, and JOHN PENNY, as Mayor, City of Holly Hill, who are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of Florida At Large  
(Seal)

My Commission Expires:

Title/Rank: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Witness:

RPS NEWS JOURNAL BUILDING, LLC

\_\_\_\_\_  
(Name Printed or Typed)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_, of RPS News Journal Building, LLC, and who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of Florida At Large  
(Seal)

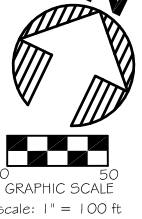
My Commission Expires:

Title/Rank: \_\_\_\_\_

Commission Number: \_\_\_\_\_

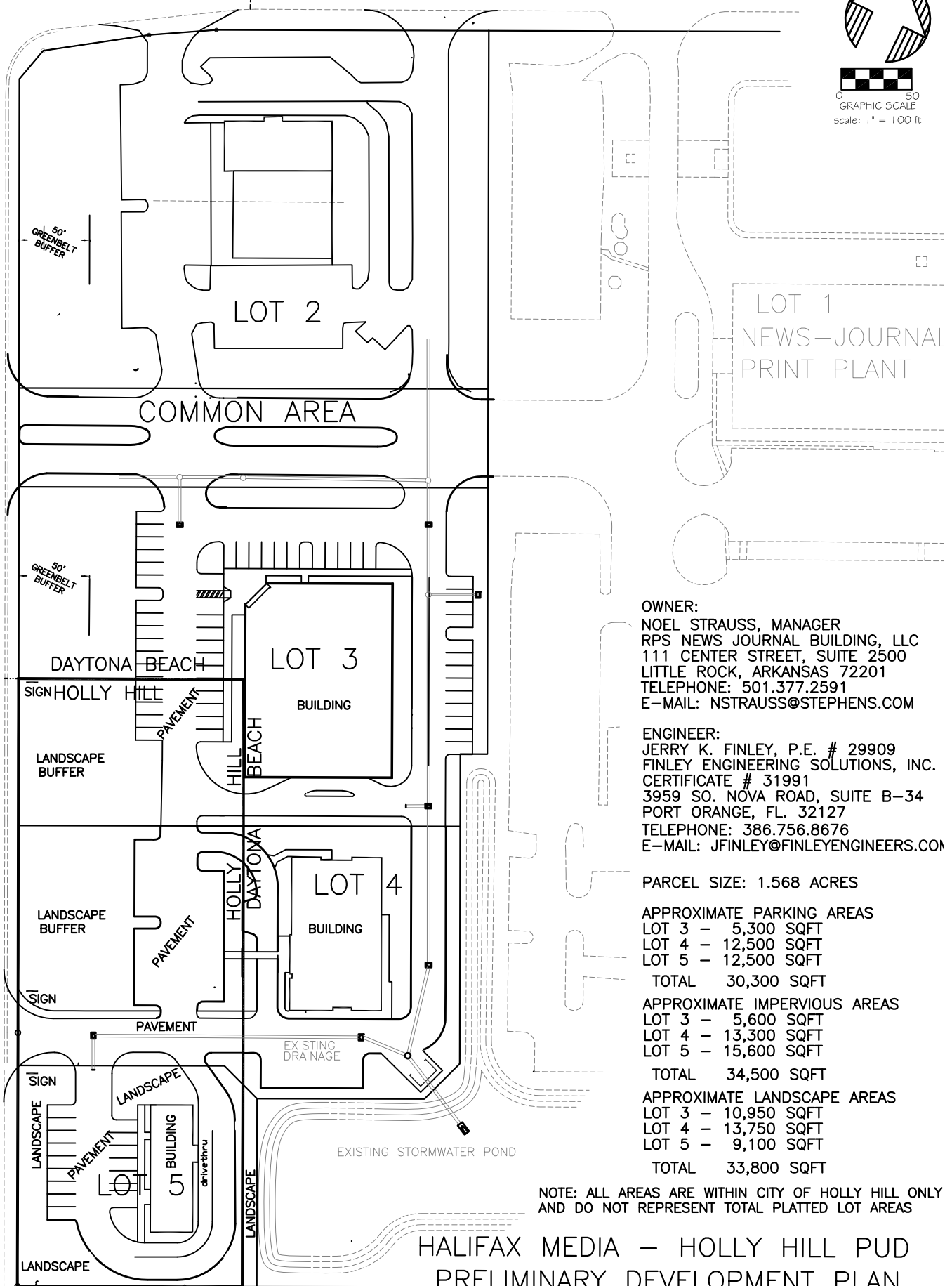
Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)





6TH STREET

NOVA ROAD



OWNER:  
 NOEL STRAUSS, MANAGER  
 RPS NEWS JOURNAL BUILDING, LLC  
 111 CENTER STREET, SUITE 2500  
 LITTLE ROCK, ARKANSAS 72201  
 TELEPHONE: 501.377.2591  
 E-MAIL: NSTRAUSS@STEPHENS.COM

ENGINEER:  
 JERRY K. FINLEY, P.E. # 29909  
 FINLEY ENGINEERING SOLUTIONS, INC.  
 CERTIFICATE # 31991  
 3959 SO. NOVA ROAD, SUITE B-34  
 PORT ORANGE, FL. 32127  
 TELEPHONE: 386.756.8676  
 E-MAIL: JFINLEY@FINLEYENGINEERS.COM

PARCEL SIZE: 1.568 ACRES

#### APPROXIMATE PARKING AREAS

LOT 3 - 5,300 SQFT  
 LOT 4 - 12,500 SQFT  
 LOT 5 - 12,500 SQFT  
 TOTAL 30,300 SQFT

#### APPROXIMATE IMPERVIOUS AREAS

LOT 3 - 5,600 SQFT  
 LOT 4 - 13,300 SQFT  
 LOT 5 - 15,600 SQFT  
 TOTAL 34,500 SQFT

#### APPROXIMATE LANDSCAPE AREAS

LOT 3 - 10,950 SQFT  
 LOT 4 - 13,750 SQFT  
 LOT 5 - 9,100 SQFT  
 TOTAL 33,800 SQFT

NOTE: ALL AREAS ARE WITHIN CITY OF HOLLY HILL ONLY  
 AND DO NOT REPRESENT TOTAL PLATTED LOT AREAS

## HALIFAX MEDIA — HOLLY HILL PUD PRELIMINARY DEVELOPMENT PLAN

EXHIBIT B

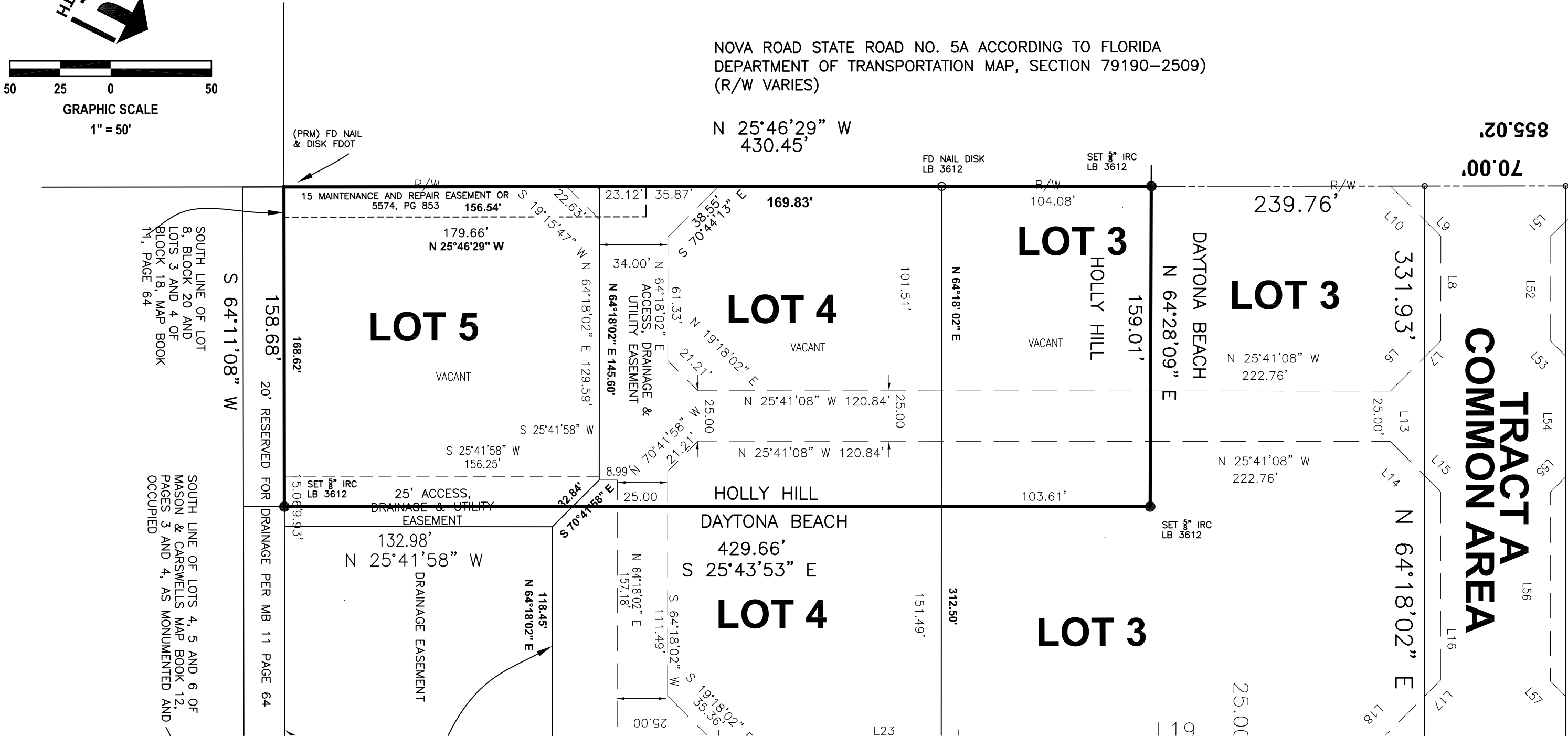
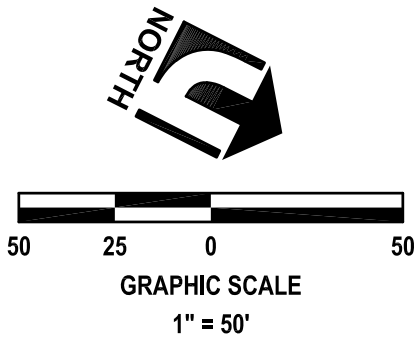
DATE: MARCH 16, 2018

## EXHIBIT A

## LEGAL DESCRIPTION:

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT 5, LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5, OF SAID HALIFAX MEDIA; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.



SHEET 1 OF 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 |                                           |                                                                |                                                                                                                                                                |           |           |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|
| <div>THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2018 ALL RIGHTS RESERVED.</div> <div><div>UPHAM</div><div>CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE</div><div>265 Kenilworth Avenue • Ormond Beach • Florida 32174</div><div>Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com</div><div>LB # 0003612LC # 0000357</div></div> | TYPE OF SURVEY:<br>BOUNDARY                     | LOCATION No:<br>37-15-32                  | SURVEY<br>MAP                                                  | THIS MAP IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN HEREON OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK. |           |           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | PROJECT No:<br>180307                     |                                                                | REVISIONS:                                                                                                                                                     |           |           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | FIELD WORK BY:<br>JP                      |                                                                | DATE:                                                                                                                                                          | COMMENTS: | DRAWN BY: | CHECKED BY: |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | DATE:<br>03/14/2018                       |                                                                | -                                                                                                                                                              |           |           |             |
| MAP SUBJECT:<br>CITY OF HOLLY HILL LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                             | PROJECT ADDRESS:<br>NOVA ROAD<br>HOLLY HILL, FL | OFFICE WORK BY:<br>WSH                    | THIS MAP IS NEITHER<br>FULL NOR COMPLETE<br>WITHOUT THE REPORT | -                                                                                                                                                              |           |           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | DATE:<br>03/14/2018                       |                                                                | -                                                                                                                                                              |           |           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | FIELD BOOK - PAGE:<br>NEWS JOURNAL BOOK 2 |                                                                | -                                                                                                                                                              |           |           |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 |                                           |                                                                | -                                                                                                                                                              |           |           |             |

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 25°46'29" W) ALONG THE EAST RIGHT-OF-WAY LINE OF NOVA RAD AS SHOWN ON PLAT OF RECORD.
2. LEGAL DESCRIPTION NEW BY UPHAM INC.
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
4. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF HOLLY HILL NUMBER 125112, FLORIDA, COMMUNITY PANEL NUMBER 12127C0356 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "A".
5. ACCURACY STATEMENT: THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT IS 1:748,800.
6. DATA SOURCES: NONE
7. MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 DATA COLLECTOR USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
8. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT. PREPARED BY UPHAM INC FILED: FEBRUARY 14, 2018.

A) TBD
9. LIMITATIONS:

A) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEY. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

B) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

C) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b)(6)

D) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM.

E) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

F) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:

1) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST.

2) JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.

3) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.

4) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER

5) GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.

G) TOPOGRAPHIC SURVEY:

1) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN 100 FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND \ ELEVATIONS.

2) OFFSITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENT'S AGENT, BEING AN ARCHITECT OR ENGINEER.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY WILLIAM S HART, PSM No. 3905 ON THIS DATE AND TIME, STAMPED AS SHOWN BELOW USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2017, AS PURSUANT TO SECTION 472, FLORIDA STATUTES

William S  
Hart

Digitally signed by  
William S Hart  
Date: 2018.03.14  
15:38:53 -04'00'

SHEET 2 OF 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                         |                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MAP SUBJECT:<br><b>CITY OF HOLLY HILL LIMITS</b>        | PROJECT No:<br><b>180307</b>    |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS:<br>... CITY OF HOLLY HILL |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PROJECT ADDRESS:<br><b>NOVA ROAD<br/>HOLLY HILL, FL</b> | FIELD WORK BY:<br><b>JP</b>     |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                         | DATE:<br><b>03/14/2018</b>      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | OFFICE WORK BY:<br><b>WSH</b>                           |                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE:<br><b>03/14/2018</b>                              |                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FIELD BOOK - PAGE:<br><b>## - ##</b>                    |                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |

LEGAL DESCRIPTION:

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE . VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT5 , LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREE! 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5 , OF SAID HALIFAX MEDIA ; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE PONT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

ABBREVIATIONS/LEGEND:

|         |                                      |  |         |                                     |
|---------|--------------------------------------|--|---------|-------------------------------------|
| ( C )   | CALCULATED                           |  | CM      | CONCRETE MONUMENT (AS NOTED)        |
| CA      | CENTRAL ANGLE                        |  | CM      | FOUND CONCRETE MONUMENT WITH NO ID  |
| CH      | CHORD LENGTH                         |  | IRC     | IRON ROD & CAP (AS NOTED)           |
| CHBRG   | CHORD BEARING                        |  | IR      | FOUND IRON ROD WITH NO ID           |
| CR      | COUNTY ROAD                          |  | PKD     | PARKER KALON NAIL & DISK (AS NOTED) |
| ( D )   | DESCRIPTION OR DEED                  |  | PKD     | FOUND NAIL & DISK WITH NO ID        |
| FD      | FOUND                                |  | IPC     | IRON PIPE & CAP (AS NOTED)          |
| EL      | ELEVATION                            |  | IP      | FOUND IRON PIPE WITH NO ID          |
| FDOT    | FLORIDA DEPARTMENT OF TRANSPORTATION |  | MES.... | MITERED END SECTION                 |
| FFE     | FINISH FLOOR ELEVATION               |  |         | CATCH BASIN / STORM INLET           |
| FEMA    | FEDERAL EMERGENCY MANAGEMENT AGENCY  |  |         | STORM MANHOLE                       |
| F.I.R.M | FLOOD INSURANCE RATE MAP             |  |         | CLEANOUT                            |
| FL      | FLORIDA                              |  |         | SANITARY SEWER MANHOLE              |
| ID      | IDENTIFICATION                       |  |         | WATER METER                         |
| INV     | INVERT                               |  |         | WATER VALVE                         |
| L       | LENGTH                               |  |         | FIRE HYDRANT                        |
| LB      | LICENSED BUSINESS                    |  |         | POTABLE WELL                        |
| LC      | LICENSED CORPORATION                 |  |         | GUY ANCHOR                          |
| LLC     | LIMITED LIABILITY COMPANY            |  |         | POWER POLE WOOD                     |
| LS      | LICENSED SURVEYOR                    |  |         | POWER POLE CONCRETE                 |
| ( M )   | MEASURED                             |  |         | ELECTRIC JUNCTION BOX               |
| No.     | NUMBER                               |  |         | TELECOMMUNICATION JUNCTION BOX      |
| ORB     | OFFICIAL RECORD BOOK                 |  |         | EXISTING SOFT ELEVATION             |
| ( P )   | PLAT                                 |  |         | EXISTING HARD ELEVATION             |
| PCP     | PERMANENT CONTROL POINT              |  |         |                                     |
| PG(S)   | PAGE(S)                              |  |         |                                     |
| PRM     | PERMANENT REFERENCE MONUMENT         |  |         |                                     |
| R       | RADIUS                               |  |         |                                     |
| R/W     | RIGHT-OF-WAY                         |  |         |                                     |
| SR      | STATE ROAD                           |  |         |                                     |
| US      | UNITED STATES                        |  |         |                                     |

Attachment: Survey & Legal (2045 : Halifax Media Holly Hill BPUD Rezone)





## REZONE/ FUTURE LAND USE AMENDMENT

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

Date Received: 3/13/18 Application ID: \_\_\_\_\_ Received By: \_\_\_\_\_

### PROJECT INFORMATION:

PROJECT NAME: Halifax Media - Holly Hill BPUD  
 PARCEL ID #(S): 44-14-32-01-20-0060 and 44-14-32-01-20-0061  
 LOCATION: east side of Nova Road south of Sixth Street  
 EXISTING USE(S): Vacant  
 PROPOSED USE(S): Commercial (BPUD)  
 TOTAL ACREAGE: 1.39 acres  
 WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill  
 PRIVATE WELL \_\_\_\_\_ PRIVATE SEPTIC \_\_\_\_\_  
 CURRENT ZONING: B-5 PROPOSED ZONING: BPUD  
 CURRENT FUTURE LAND USE: Gen Comm PROPOSED FUTURE LAND USE: no change

### APPLICANT INFORMATION:

Name: Robert A. Merrell, Cobb & Cole E-Mail: rachel.pringle@cobbcole.com  
 Address: 149 So. Ridgewood Ave. D.B. 32114 Phone: 386.736.7700  
 Company: Cobb & Cole Fax: \_\_\_\_\_  
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

### OWNER INFORMATION:

~~Kathy Bryant~~, Manager  
 Name: RPS News Journal Building LLC E-Mail: nstrauss@stephens.com  
 Address: 111 Center Street, Suite 2500 Phone: 501.377.2591  
Little Rock, Arkansas 72201 Fax: \_\_\_\_\_

### CONSULTANT INFORMATION:

Name: Jerry K. Finley, P.E. E-Mail: jfinley@finleyengineers.com  
 Address: 3959 S. Nova, Suite B34 Phone: 386.756.8676  
Port Orange, Fl. 32127 Fax: \_\_\_\_\_  
 Company: Finley Engineering Solutions

### WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

x APPLICANT \_\_\_\_\_ OWNER \_\_\_\_\_ CONSULTANT

Attachment: Application (2045 : Halifax Media Holly Hill BPUD Rezone)

**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 \$1,200

**REZONE (PD)**

- ☒ PD REZONE \$2,000  
☐ PD AMENDMENT \$1,250

**\*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 386-248-9492.
- ☒ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION 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)
- ☒ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ 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)

Applicant's Signature: 

(Signature)

2/22/18

(Date)

Noel Strass

Kathy Bryant, Manager

(Print)

*Dimensional  
Preliminary Dev. Plan*

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at [bwalker@hollyhillfl.org](mailto:bwalker@hollyhillfl.org)

Attachment: Application (2045 : Halifax Media Holly Hill BPUD 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 |
|------|---------|--------------|
|      |         |              |
|      |         |              |
|      |         |              |

(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 |
|------|-----------------|---------|---------------|
|      |                 |         |               |
|      |                 |         |               |
|      |                 |         |               |

(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 |
|------|------------------------|---------|---------------|
|      |                        |         |               |
|      |                        |         |               |
|      |                        |         |               |

(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 |
|------|---------|---------------|
|      |         |               |
|      |         |               |
|      |         |               |

(Use additional sheets for more space.)

- 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: See Schedule Attached

| NAME                                    | TITLE   | ADDRESS                                       | % OF INTEREST |
|-----------------------------------------|---------|-----------------------------------------------|---------------|
| <del>Kathy Bryant</del><br>Noel Strauss | Manager | 111 Center St, Little<br>Rock, Arkansas 72201 |               |
|                                         |         |                                               |               |
|                                         |         |                                               |               |

(Use additional sheets for more space.)

- 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: \_\_\_\_\_

| NAME | ADDRESS | % OF INTEREST |
|------|---------|---------------|
|      |         |               |
|      |         |               |
|      |         |               |

Date of Contract: \_\_\_\_\_

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 rezoning, 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.

Date

STATE OF Arkansas  
COUNTY OF PULASKI

Owner, Agent, Applicant Signature

~~Kathy Bryant~~, Manager  
Noel Strauss

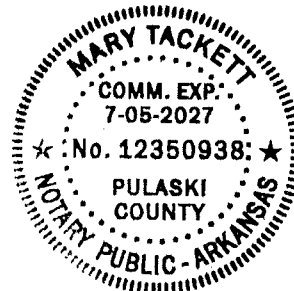
Sworn to (or affirmed) and subscribed before me by Noel Strauss on this 22<sup>nd</sup> day of February, 20 18.  
Owner, Agent, Applicant Name

Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_





## LLC owners of RPS News Journal Building LLC

| Owner                    | % Ownership | Manager         | Address                                                      |
|--------------------------|-------------|-----------------|--------------------------------------------------------------|
| JAARSSS Media, LLC       | 26.37%      | Rupert Phillips | 42 Business Centre Dr., Suite 101<br>Miramar Beach, FL 32550 |
| Redding Investments, LLC | 10.61%      | Michael Redding | 100 King Eider Court<br>Daytona Beach, FL 32119              |
| SCP Halifax Media LLC    | 63.02%      | Noel Strauss    | 111 Center Street<br>Suite 1600<br>Little Rock, AR 72201     |
|                          | 100.00%     |                 |                                                              |

# 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).

~~Noel Strauss~~  
~~Kathy Bryant~~, Manager

I, RPS News Journal Building LLC, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 44-14-32-01-20-0060 and 0061 hereby affirm that Robert A. Merrell 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      ☒ Rezone/Comp Plan Amendment  
☐ 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.

2/22/18  
Date

Owner's Signature

~~Noel Strauss~~  
~~Kathy Bryant~~, Manager

Owner's Name

ARKANSAS  
STATE OF ~~FLORIDA~~  
COUNTY OF Pulaski

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared ~~Kathy Bryant~~ Noel Strauss, 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 22<sup>nd</sup> day of February, 2018.



Mary Tackett  
NOTARY PUBLIC

Attachment: Application (2045 : Halifax Media Holly Hill BPUD Rezone)



## Volusia County Property Appraiser

**Larry Bartlett, J.D.**

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**Parcel Information: 4244-01-20-0061    2018 Working Tax Roll    Last Updated: 01-30-2018**

**Owner Name and Address**

|                       |                               |                      |                             |
|-----------------------|-------------------------------|----------------------|-----------------------------|
| Alternate Key         | 3222008                       | Parcel Status        | Active Parcel (Real Estate) |
| Short Parcel ID       | 4244-01-20-0061               | Mill Group           | 203 Holly Hill              |
| Full Parcel ID        | 44-14-32-01-20-0061           | 2017 Final Mill Rate | 21.43030                    |
| Created Date          | 27 DEC 1981                   |                      |                             |
| Property Class        | 10 Vacant Commercial          |                      |                             |
| Ownership Type        | Fee Simple                    | Ownership Percent    | 100                         |
| Owner Name            | RPS NEWS JOURNAL BUILDING LLC |                      |                             |
| Owner Name/Address 1  |                               |                      |                             |
| Owner Address 2       | 111 CENTER ST                 |                      |                             |
| Owner Address 3       | LITTLE ROCK AR                |                      |                             |
| Owner Zip/Postal Code | 72201                         |                      |                             |
| Situs Address         | NOVA RD HOLLY HILL 32117      |                      |                             |

**Legal Description**  
N 250 FT OF S 450 FT OF W 320 FT OF LOT 6 EXC W 70 FT FOR DRAINAGE CANAL BLK 20 M & C HOLLY HILL PER OR 6461 PGS 649-665 INC PER OR 6669 PG 1858 PER OR 7344 PG 1439

**Sales History**

| Book Page | Sale Date | Sale Instrument | Qualified Unqualified | Improved | Sale Price |
|-----------|-----------|-----------------|-----------------------|----------|------------|
| 7344 1439 | 12/2016   | Quit Claim Deed | Unqualified Sale      | No       | 100        |
| 6669 1858 | 01/2012   | Warranty Deed   | Multi parcel sale     | No       | 100        |
| 6461 0849 | 03/2010   | Fee Simple      | Unqualified Sale      | No       | 5,210,980  |

**History of Values**

| Year | Land    | Bldg(s) | Misc. Impr. | Just Value | School Assessed | Non-School Assessed | School Exemption | School Taxable | Non-School Exemption | Non-School Taxable |
|------|---------|---------|-------------|------------|-----------------|---------------------|------------------|----------------|----------------------|--------------------|
| 2017 | 148,191 | 0       | 0           | 148,191    | 148,191         | 148,191             | 0                | 148,191        | 0                    | 148,191            |
| 2016 | 148,191 | 0       | 0           | 148,191    | 148,191         | 148,191             | 0                | 148,191        | 0                    | 148,191            |

[Display Value History](#)

**Land Data**

| Code                                    | Land Use Type     | Frontage | Depth | No. Units | Unit Type   | Rate | Depth | Loc | Shp | Phy | Just Value |
|-----------------------------------------|-------------------|----------|-------|-----------|-------------|------|-------|-----|-----|-----|------------|
| 1000                                    | VACANT COMMERCIAL | 0.0      | 0.0   | 78408.00  | SQUARE_FEET | 3.00 | 100   | 100 | 90  | 70  | 148,191    |
| Neighborhood C2701 NOVA RD - HOLLY HILL |                   |          |       |           |             |      |       |     |     |     |            |
| Total Land Classified                   |                   |          |       |           |             |      |       |     |     |     | 0          |
| Total Land Just                         |                   |          |       |           |             |      |       |     |     |     | 148,191    |

**Parcel Notes (Click button below to display Parcel Notes)**  
[Display Notes](#)

**Planning and Building**

| Permit Number                   | Permit Amount | Date Issued | Date Complete | Construction Description | Occupancy Number | Occupancy Bldg |
|---------------------------------|---------------|-------------|---------------|--------------------------|------------------|----------------|
| <a href="#">Display Permits</a> |               |             |               |                          |                  |                |

**Total Values**

|                            |         |                                     |         |
|----------------------------|---------|-------------------------------------|---------|
| Land Value                 | 148,191 | New Construction Value              | 0       |
| Building Value             | 0       | City Econ Dev/Historic              | 0       |
| Miscellaneous              | 0       |                                     |         |
| Just Value                 | 148,191 | Previous Just Value                 | 148,191 |
| School Assessed            | 148,191 | Previous School Assessed            | 148,191 |
| Non-School Assessed        | 148,191 | Previous Non-School Assessed        | 148,191 |
| Exemption Value            | 0       | Previous Exemption Value            | 0       |
| Additional Exemption Value | 0       | Previous Additional Exemption Value | 0       |
| School Taxable             | 148,191 | Previous School Taxable             | 148,191 |

| Non-School Taxable                                                                                                                                                                                                                                                                                                     | 148,191 Previous Non-School Taxable | 148,191 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| <div>MapIT   PALMS   Map Kiosk</div> <p>MapIT: Your basic parcel record search including lot dimensions.</p> <p>PALMS: Basic parcel record searches with enhanced features.</p> <p>Map Kiosk: More advanced tools for custom searches on several layers including parcels.</p> <div>Click Here for Tax Bill Info</div> |                                     |         |




**Volusia County**  
**Property Appraiser**  
**Larry Bartlett, J.D.**

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Parcel Information: 4244-01-20-0060    2018 Working Tax Roll    Last Updated: 01-30-2018

**Owner Name and Address**

|                       |                               |                      |                             |
|-----------------------|-------------------------------|----------------------|-----------------------------|
| Alternate Key         | 3221991                       | Parcel Status        | Active Parcel (Real Estate) |
| Short Parcel ID       | 4244-01-20-0060               | Mill Group           | 203 Holly Hill              |
| Full Parcel ID        | 44-14-32-01-20-0060           | 2017 Final Mill Rate | 21.43030                    |
| Created Date          | 27 DEC 1981                   |                      |                             |
| Property Class        | 10 Vacant Commercial          |                      |                             |
| Ownership Type        | Fee Simple                    | Ownership Percent    | 100                         |
| Owner Name            | RPS NEWS JOURNAL BUILDING LLC |                      |                             |
| Owner Name/Address 1  |                               |                      |                             |
| Owner Address 2       | 111 CENTER ST                 |                      |                             |
| Owner Address 3       | LITTLE ROCK AR                |                      |                             |
| Owner Zip/Postal Code | 72201                         |                      |                             |
| Situs Address         | NOVA RD HOLLY HILL 32117      |                      |                             |

**Legal Description**  
 N 180 FT OF S 200 FT E 158.71 FT ON S/L & E 158.83 FT ON N/L OF W 320 FT OF LOT 6 BLK 20 M & C HOLLY HILL PER OR 3739 PG 1893 & PER OR 5574 PG 0853 PER OR 6461 PGS 649-665 INC PER OR 6669 PG 1858 PER OR 7344 PG 1439

**Sales History**

| Book Page | Sale Date | Sale Instrument | Qualified Unqualified  | Improved | Sale Price |
|-----------|-----------|-----------------|------------------------|----------|------------|
| 7344 1439 | 12/2016   | Quit Claim Deed | Unqualified Sale       | No       | 100        |
| 6669 1858 | 01/2012   | Warranty Deed   | Multi parcel sale      | No       | 100        |
| 6461 0649 | 03/2010   | Fee Simple      | Unqualified Sale       | No       | 5,210,980  |
| 5574 0853 | 05/2005   | Quit Claim Deed | Unqualified Sale       | No       | 105,600    |
| 3739 1893 | 03/1992   | Warranty Deed   | Government Acquisition | No       | 89,000     |

**History of Values**

| Year | Land   | Bldg(s) | Misc. Impr. | Just Value | School Assessed | Non-School Assessed | School Exemption | School Taxable | Non-School Exemption | Non-School Taxable |
|------|--------|---------|-------------|------------|-----------------|---------------------|------------------|----------------|----------------------|--------------------|
| 2017 | 59,459 | 0       | 0           | 59,459     | 59,459          | 59,459              | 0                | 59,459         | 0                    | 59,459             |
| 2016 | 59,459 | 0       | 0           | 59,459     | 59,459          | 59,459              | 0                | 59,459         | 0                    | 59,459             |

[Display Value History](#)

**Land Data**

| Code                                    | Land Use Type     | Frontage | Depth | No. Units | Unit Type | Rate        | Depth | Loc | Shp | Phy | Just Value |        |
|-----------------------------------------|-------------------|----------|-------|-----------|-----------|-------------|-------|-----|-----|-----|------------|--------|
| 1000                                    | VACANT COMMERCIAL |          | 0.0   | 0.0       | 28314.00  | SQUARE_FEET | 3.00  | 100 | 100 | 100 | 70         | 59,459 |
| Neighborhood C2701 NOVA RD - HOLLY HILL |                   |          |       |           |           |             |       |     |     |     |            |        |
| Total Land Classified                   |                   |          |       |           |           |             |       |     |     |     | 0          |        |
| Total Land Just                         |                   |          |       |           |           |             |       |     |     |     | 59,459     |        |

**Parcel Notes (Click button below to display Parcel Notes)**  
[Display Notes](#)

**Planning and Building**

| Permit Number | Permit Amount | Date Issued  | Date Complete | Construction Description | Occupancy Number | Occupancy Bldg |
|---------------|---------------|--------------|---------------|--------------------------|------------------|----------------|
| 93 8045       |               | 0 05-06-1993 |               | OTHER BLDGS DEMO         |                  | 1              |

[Display Permits](#)

**Total Values**

|                     |                                     |        |
|---------------------|-------------------------------------|--------|
| Land Value          | 59,459 New Construction Value       | 0      |
| Building Value      | 0 City Econ Dev/Historic            | 0      |
| Miscellaneous       | 0                                   |        |
| Just Value          | 59,459 Previous Just Value          | 59,459 |
| School Assessed     | 59,459 Previous School Assessed     | 59,459 |
| Non-School Assessed | 59,459 Previous Non-School Assessed | 59,459 |

|                            |                                       |        |
|----------------------------|---------------------------------------|--------|
| Exemption Value            | 0 Previous Exemption Value            | 0      |
| Additional Exemption Value | 0 Previous Additional Exemption Value | 0      |
| School Taxable             | 59,459 Previous School Taxable        | 59,459 |
| Non-School Taxable         | 59,459 Previous Non-School Taxable    | 59,459 |

[MapIT](#)
[PALMS](#)
[Map Kiosk](#)

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL 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 and is consistent with its adopted comprehensive plan.

**NOW, THEREFORE, BE IT ORDAINED BY 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 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 be posted at City Hall as required by law.

**Section 5.** That this Ordinance shall become effective upon recording.



**EXHIBIT A****LEGAL DESCRIPTION****LEGAL DESCRIPTION:**

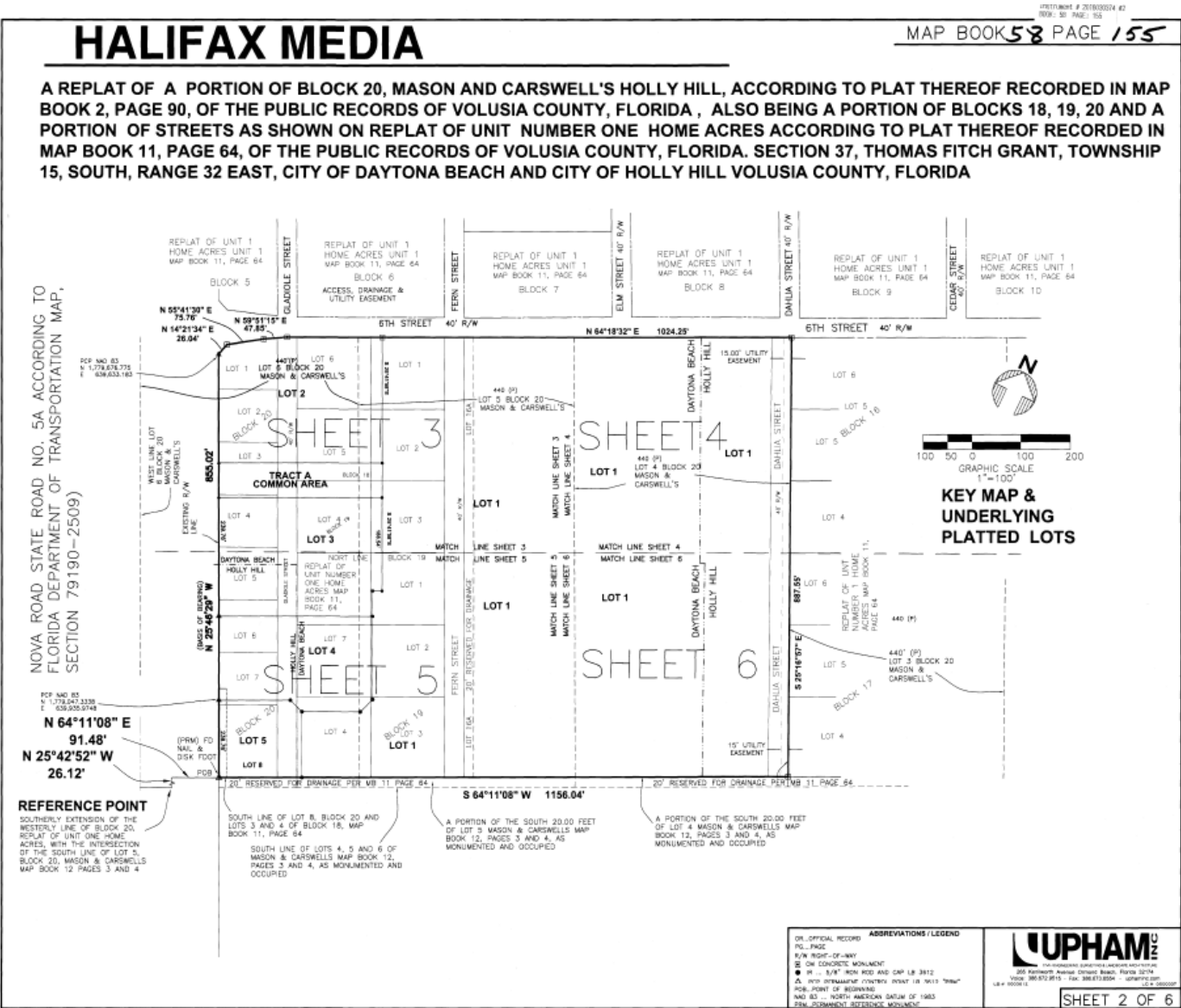
A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT 5, LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5, OF SAID HALIFAX MEDIA; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

**EXHIBIT B**  
**DEVELOPMENT AGREEMENT**

Attachment: Rezone Ordinance (2045 : Halifax Media Holly Hill BPUD Rezone)

EXHIBIT A



Attachment: Halifax Media Plat Lots 1, 2 and 3 (Map Book 58 Page 155) (2045 : Halifax Media Holly Hill

Document prepared by:

\_\_\_\_\_  
 \_\_\_\_\_

Return recorded document to:  
 City of Daytona Beach Records Clerk  
 P.O. Box 2451  
 Daytona Beach, FL 32115-2451

## **HALIFAX MEDIAPLANNED DISTRICT AGREEMENT**

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and RPS News Journal Building, LLC, a Florida Limited Liability Company, the record title property owner ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

### **1. PROPERTY DESCRIPTION AND OWNERSHIP.**

A. The property subject to this Agreement consists of approximately 4.6+/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner

C. The Planned Development consists of land located within the City of Daytona Beach and the City of Holly Hill and contains four lots of 1.9+/- acres, 1.8+/- acres, 1.3+/- acres and 0.6+/- acre, along with an access parcel of 0.5+/- acre as shown on the Preliminary Plat.

D. Owner previously obtained approval of a Preliminary and Final Plat by the City for the above described property and all subdivision related improvements were constructed to the satisfaction of both the City of Daytona Beach and the City of Holly Hill. The completed subdivision improvements provide for water and sewer service to the Planned Development. The City of Holly Hill has accepted these improvements and operates and maintains these water and sewer facilities. Exhibit C, Preliminary Plat, represents a modified boundary to the previously approved Preliminary Plat.

### **2. EXHIBITS.**

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this



Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey.

Exhibit B: Site Plan, prepared by Finley Engineering Group

Exhibit C: Preliminary Plat, prepared by Upham, Inc.

### 3. **DEVELOPMENT PLAN.**

A. Developer has designated the Property as Halifax Media.

B. The Property will be developed as a Planned Development – General (PD-G) pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance in effect at the time of development plan approval shall control.

C. Development of the Property shall be consistent with Exhibit B (Site Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property. Since the exact type of Users for this property is not known at the present time, several options for the development of the lots have been provided for in Exhibit B.

D. **ADDITIONAL LOT DEVELOPMENT CRITERIA.** The following lot development criteria shall apply to the Property:

- (1) Maximum building height of 35 feet;
- (2) Maximum individual building size of 45,000 sq. ft.
- (3) Maximum Floor Area Ratio (FAR) = 0.40
- (4) Setbacks: side 5 ft.; front 50 ft. (Nova Road); rear 10 ft.
- (5) 35% Maximum building coverage;
- (6) 20% Minimum open space on the overall property;
- (7) 80% Maximum impervious surface area;
- (8) Maximum density 0 (du/ac)
- (9) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
- (10) Dry retention pond(s) shall count toward open space requirements; and
- (11) Landscape requirements shall meet the 50 foot scenic setback criteria for Nova Road (Sodded Fill Slopes shall be an acceptable feature of the scenic setback)

E. Developer will subdivide the Property in accordance with the requirements of

the LDC. Exhibit C is the preliminary plat for purposes of complying with the preliminary plat requirements of the LDC. . Site development approval, of the individual lots is contingent upon approval of a Site Plan that is consistent with this Agreement and the City's Land Development Code.

F. **UNIQUE FEATURES OF THE PROPERTY.** It is recognized by both parties, that Site Plans, for certain of the parcels, require development across Municipal boundaries with a portion of development taking place in the City of Holly Hill. Planning for this development was done so that no building would lie within both Cities. The intent of this Planned Development is to have the entire building for Lots 2, 4 and 5 of the Subdivision to lie wholly within the City of Daytona Beach. Parking and other features of the development of these lots shall be allowed to be within the City of Holly Hill. Development of Lot 6 lies entirely within the City of Holly Hill. Lot 3 of the Subdivision is strictly for Access to Lot 1 of the Subdivision. Lot 1 of the subdivision is currently zoned properly for its current use and is not a part of this Planned Development.

#### 4. **CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.**

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

#### 5. **PERMITTED USES.**

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

**Newspaper or Magazine publishing**  
**Radio or Television Studio**  
**Adult Day Care Center**  
**Child Care Facility**  
**College or University**  
**Private School**

**Vocational School**  
**Medical or Dental Clinic or Office**  
**Medical or Dental Lab**  
**Medical Treatment Facility**  
**Civic Center**  
**Club or Lodge**  
**Place of Worship**  
**Animal Grooming**  
**Business Service Center**  
**Conference or Training Center**  
**Employment Agency**  
**Travel Agency**  
**Antique Store**  
**Art Gallery**  
**Art, Craft, Music, Dance, Martial Arts Studio / School**  
**Bank with or without Drive-Through Service**  
**Check Cashing Service**  
**Convenience Store**  
**Gas Station**  
**Drug Store with or without Drive-Through Service**  
**Restaurant with or without Drive-through Service**  
**Restaurant with Drive-In Service**  
**Specialty Eating or Drinking**  
**Car Wash or Auto Detailing**  
**Business Services Office**  
**Contractor's Office**  
**Professional Services Office**  
**Cinema**  
**Dry Cleaning Establishment**  
**Florist**  
**Gift Shop or Stationary Store**  
**Grocery Store**  
**Jewelry Store**  
**Home and Building Supply Center**  
**Large Retail Sales Establishment**  
**Meat, Poultry or Seafood Market**  
**Personal Services Establishment**  
**Second Hand Retail Shop**  
**Shopping Center**  
**Other Retail Sales and Service Establishment**

## 6. INFRASTRUCTURE.

A. A stormwater retention facility was constructed in conjunction with the

development of the Subdivision. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities have been located pursuant to the approved Preliminary Plat Construction Plans and will be located pursuant to site plans approved for individual lots or structures. The stormwater management system constructed on this site provides treatment and peak attenuation for this Planned Development area as well as the previously developed Printing Plant located on the adjacent property to the east.

B. Fire protection of this area is provided through a system of fire hydrants connected to the potable water system constructed with the subdivision improvements.

C. Stormwater Management of this Planned Development is provided by the Lake system already constructed with the subdivision improvements. These existing stormwater improvements provide treatment and peak attenuation for the 23.67 acres of the subdivision.

## **7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.**

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and stormwater drainage. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120%



of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

## **8. ARCHITECTURAL AND DESIGN STANDARDS.**

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) Architectural Elevations will be reviewed at the time of Site Plan submittal and will meet the Land Development Code requirements for building design standards for major thoroughfares.

(6) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be

consistent.

**9. ENVIRONMENTAL CONSIDERATIONS.**

Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

The completed subdivision improvements were done consistent with St. Johns River Water Management District regulations and U.S. Army Corps of Engineers and Florida Department of Transportation drainage and environmental permits were obtained for the work.

**10. SIGNAGE.**

The Planned Development shall have a uniform sign program, as follows:

A. One Ground sign (either monument type or pole mounted) and one wall sign, for each lot shall be permitted. Lot 2 of the subdivision shall be permitted one ground sign and one wall sign for each street frontage. The pedestal of the ground sign shall be constructed of the same materials as the walls of the building. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot.

B. The size of any ground sign shall not exceed one square foot for every lineal foot of property frontage along the street up to a maximum size of 120 square feet along that frontage. The size of any wall signage shall not exceed two square feet for every lineal foot of street frontage up to a maximum of 200 square feet along that frontage. The maximum height for ground signage shall be ten feet as measured from the edge of paving of the adjacent street.

C. Ground signs shall be located a minimum of five feet from the street right-of-way line and a within the middle one-third of the property frontage.

D. Materials and permitting requirements for all signage shall be in accordance with the City's Land Development Code.

E. Electronic messaging signage is specifically prohibited except that the Planned Development allows a maximum of one sign to display electronic gas pricing.

**11. EFFECTIVE DATE; COMPLETION SCHEDULE.**

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all

successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Construction of phase one (subdivision infrastructure) has been completed. Construction of the first building within the Planned Development shall be started within five (5) years of the initial approval of this Agreement and all buildings must be substantially complete within 10 years of the initial approval of this Agreement.

C. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

## **12. MINOR MODIFICATIONS.**

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

(2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:

- a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
- b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
- c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
- d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
- e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

- a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
- b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
- c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
- d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

### **13. AMENDMENTS.**

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.



(2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

#### **14. VARIANCES.**

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

#### **15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.**

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

#### **16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.**

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

**17. VENUE AND SEVERABILITY.**

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

**[Signature pages following]**

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH,  
FLORIDA, a Florida municipal corporation**

Nahed Iskander

Witness 1

Nahed Iskander

Print Name of Witness 1

Emerald Pelicieux

Witness 2

Emerald Pelicieux

Print Name of Witness 2

By: Derrick L. Henry  
Derrick L. Henry, Mayor

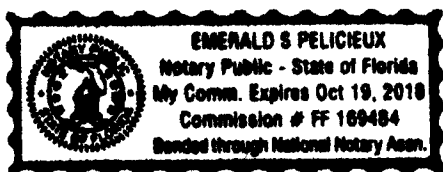
Attest:

By: Letitia LaMagna  
Letitia LaMagna, City Clerk

Date: 11-11-16

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2016 by Derrick L. Henry and Letitia LaMagna Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.



Emerald Pelicieux  
Notary Public  
Commission No: FF 169484

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

Signed, sealed and delivered in the presence of:

[OWNER]

Betha Hankins  
 Witness 1  
Betha Hankins  
 Print Name of Witness 1

By: Kathy Bryant  
 Name: Kathy Bryant  
 Title: Treasurer

Date: October 11, 2016

Debbi Stuart  
 Witness 2  
Debbi Stuart  
 Print Name of Witness 2

[Corporate Seal]

~~Signed, sealed and delivered in the presence of:~~

~~[DEVELOPER, IF DIFFERENT FROM OWNER]~~

~~Witness 1  
 Print Name of Witness 1~~

~~By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_~~

~~Witness 2  
 Print Name of Witness 2~~

~~Date: \_\_\_\_\_~~

~~[Corporate Seal]~~

State of Arkansas  
 County of Pulaski

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2016, by Kathy Bryant as Treasurer of Halifax, referred to in this agreement as "Owner." He or she is ☒ personally known to me or ☐ produced as identification and did not take an oath.



Diane M. Hudson  
 Notary Public  
 Commission No. 12365776

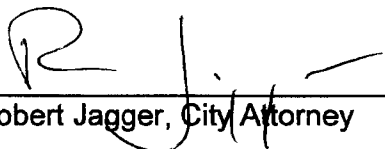


STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, referred to in this agreement as "Developer". He/she is personally known to me and did not take an oath.

Notary Public  
Commission No: \_\_\_\_\_

**Approved as to legal form:**

By:   
Robert Jagger, City Attorney

**[Exhibit pages attached:]**

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**EXHIBIT A**

**Legal Description of the Property**

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**EXHIBIT B**

**Site Plan**

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**EXHIBIT C**

**Preliminary Plat**

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Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

**EXHIBIT "A"****HALIFAX MEDIA PD REZONING****LEGAL DESCRIPTION**

BEING A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, AND 20 AND A PORTION OF GLADIOLE STREET AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF BLOCK 20, OF SAID REPLAT OF UNIT ONE OF HOME ACRES WITH THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 5, BLOCK 20 OF SAID MASON AND CARSWELL'S HOLLY HILL; THENCE, RUN NORTH 25 DEGREES 42 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 26.12 FEET; THENCE, RUN NORTH 64 DEGREES 11 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 91.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 5A (NOVA ROAD) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79190-2509, DATED NOVEMBER 28, 1995, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, RUN NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE SAID EAST LINE OF NOVA ROAD FOR A DISTANCE OF 855.02 FEET; THENCE, RUN NORTH 14 DEGREES 21 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 26.04 FEET; THENCE, RUN NORTH 55 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 75.76 FEET; THENCE, RUN NORTH 59 DEGREES 51 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 47.85 FEET TO THE NOW ESTABLISHED SOUTH RIGHT-OF-WAY LINE OF SIXTH STREET (40 FOOT WIDE PLATTED STREET PER MAP OF HOME ACRES); THENCE, RUN NORTH 64 DEGREES 18 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 192.94 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 512.38 FEET; THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.11 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 219.28 FEET; THENCE, RUN SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 35.36 FEET; THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 118.45 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 132.98 FEET; THENCE, RUN SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM, THE PORTION BEING WITHIN THE CORPORATE LIMITS OF THE CITY OF HOLLY HILL, BEING

LEGAL DESCRIPTION: PARCEL #4244-01-20-0060

THE NORTH 180 FEET OF THE SOUTH 200 FEET OF THE EAST 158.71 FEET (MEASURED ON THE SOUTH LINE) AND 158.83 FEET (MEASURED ON THE NORTHERLY LINE) OF THE WEST 320 FEET OF LOT 6, BLOCK 20 MASON AND CARSWELLS HOLLY HILL, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RE-RECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 3739 PAGE 1893, AND PER BOOK 5574 PAGE 0853, PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA

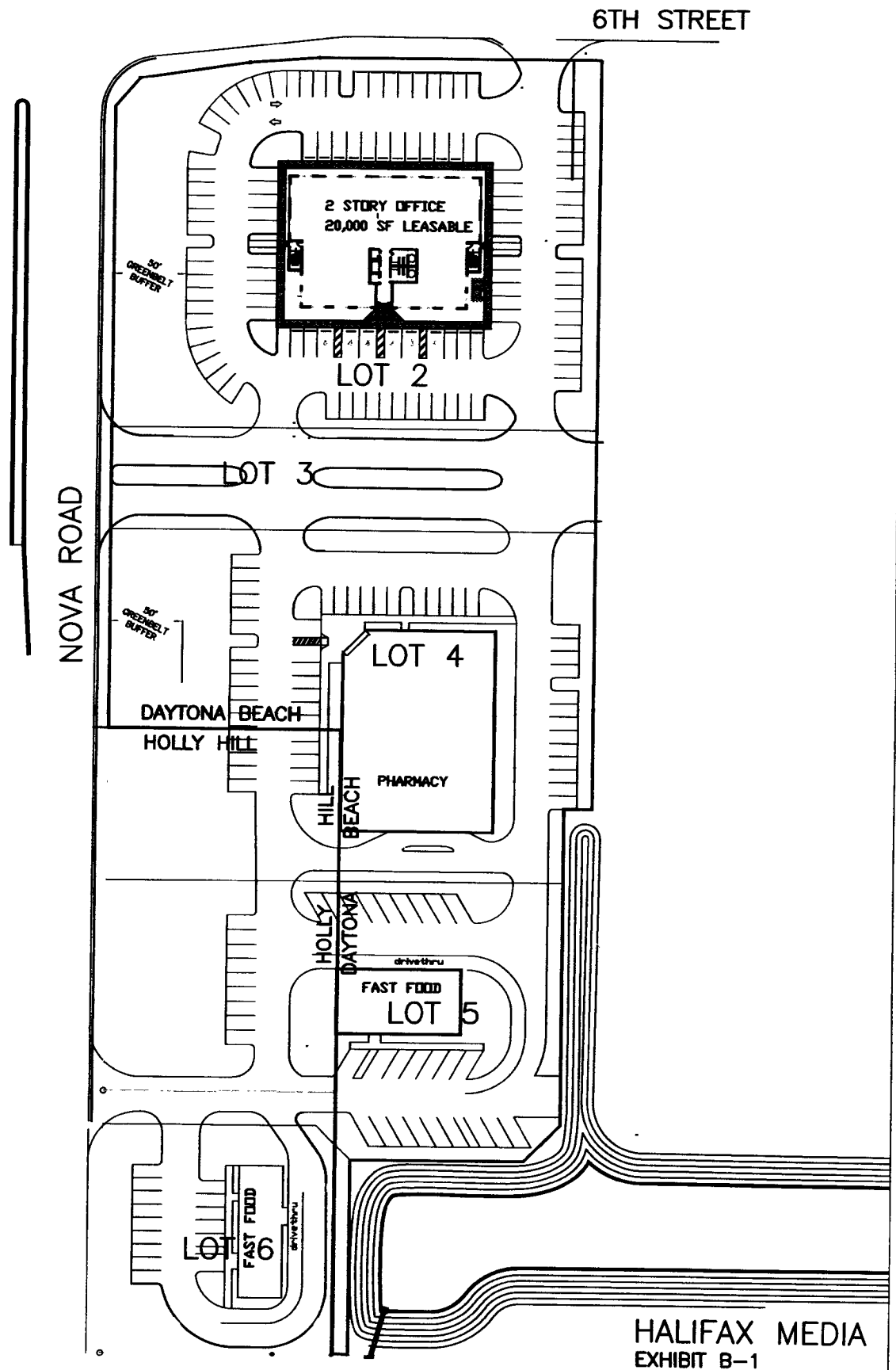
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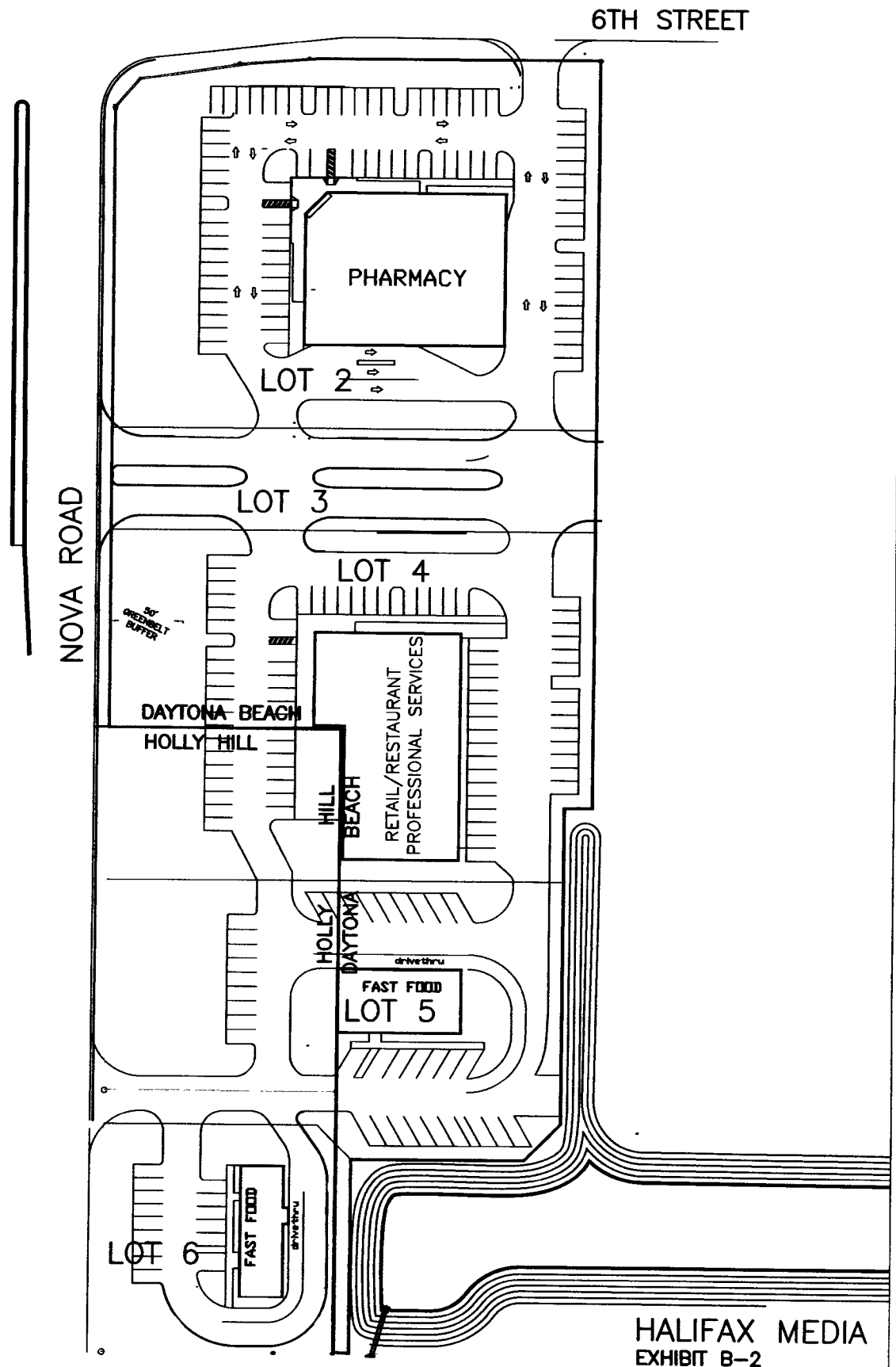
LEGAL DESCRIPTION: PARCEL #4244-01-20-0061

THE NORTHERLY 250 FEET OF THE SOUTHERLY 450 FEET OF THE WESTERLY 320 FEET OF LOT 6, BLOCK 20, EXCEPTING 70 FEET ALONG THE WESTERLY LINE RESERVED FOR DRAINAGE, MASON AND CARSWELLS HOLLY HILL ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RE-RECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA

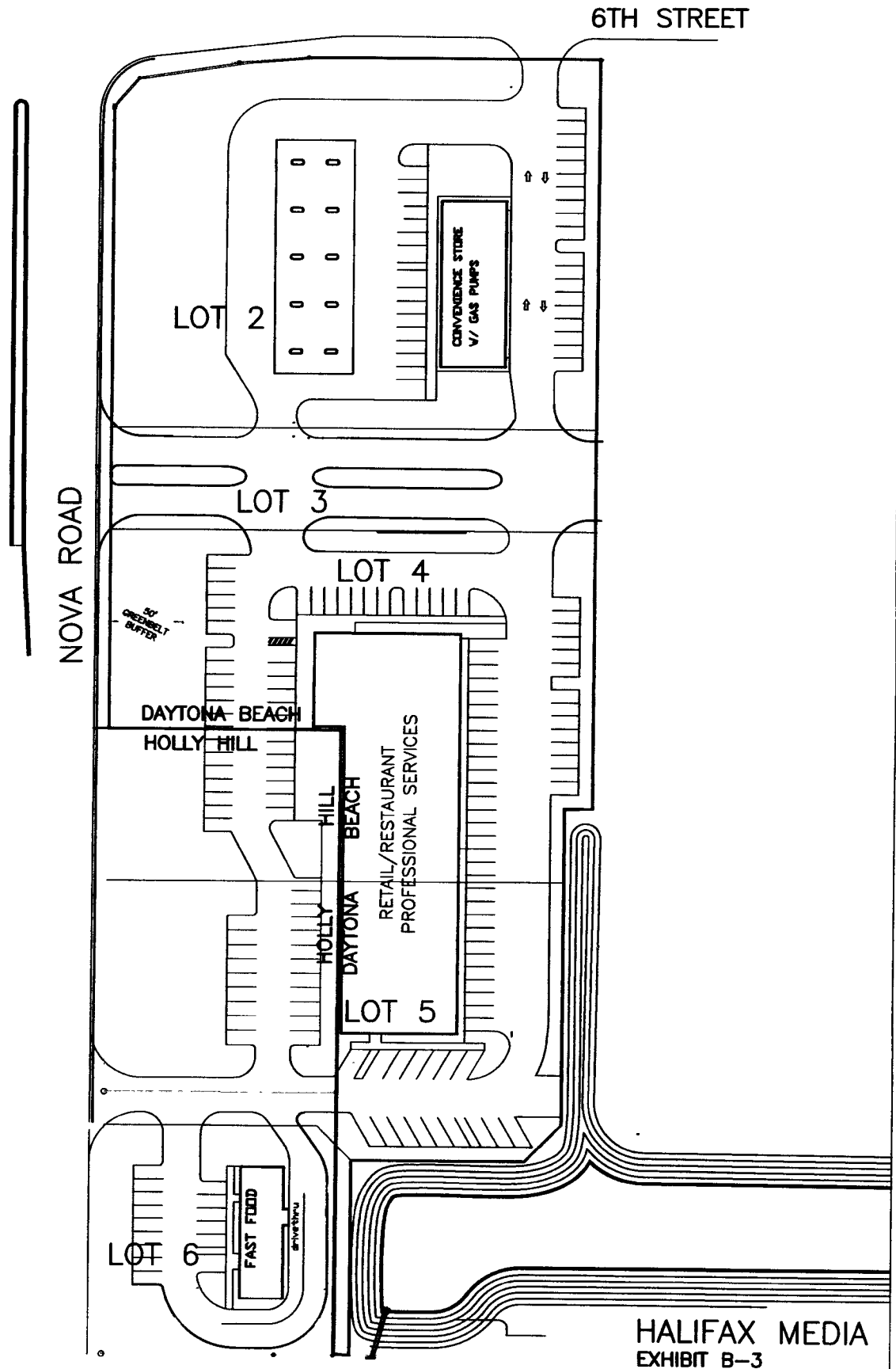
Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)







HALIFAX MEDIA  
EXHIBIT B-2



Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

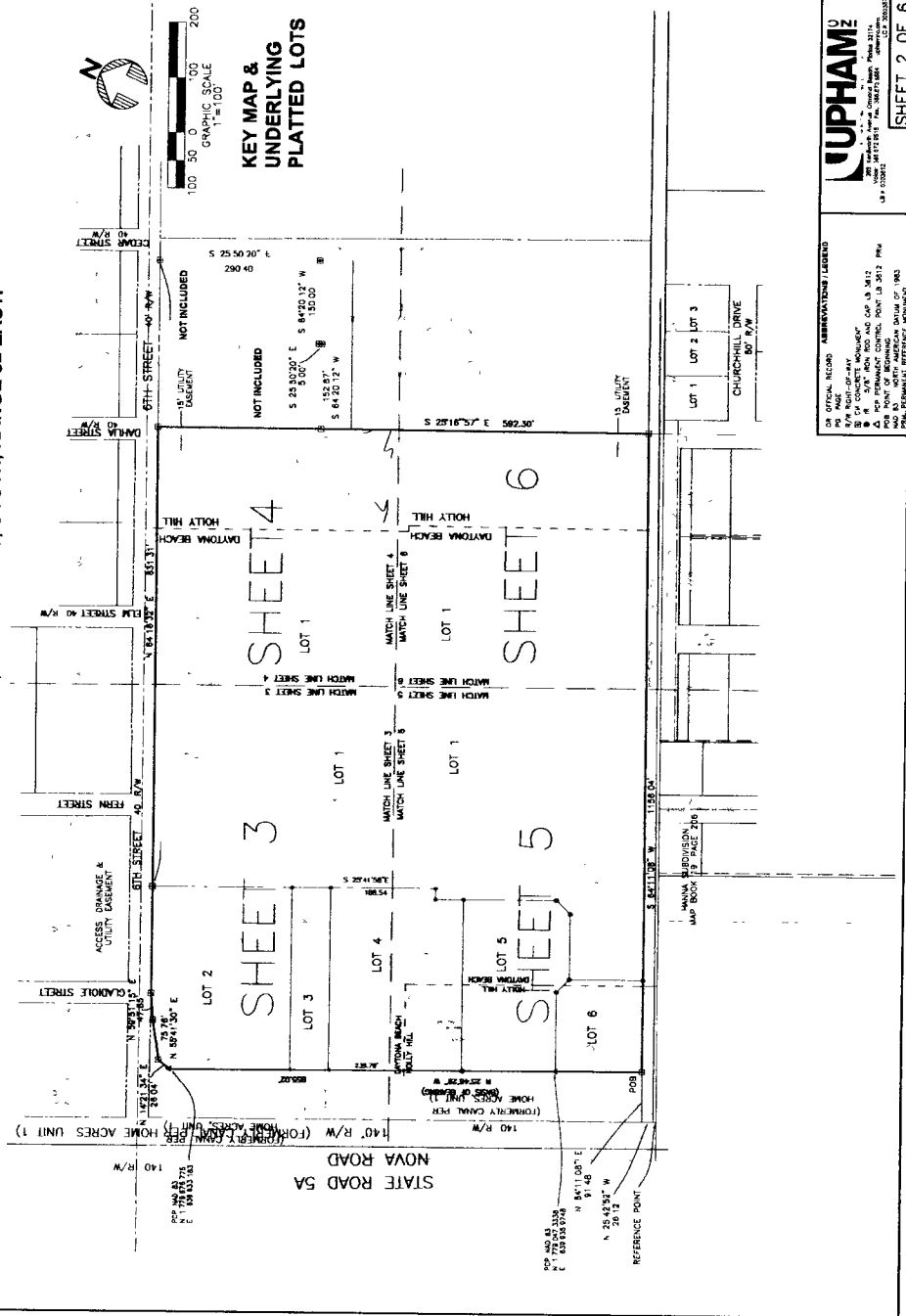




# HALIFAX MEDIA

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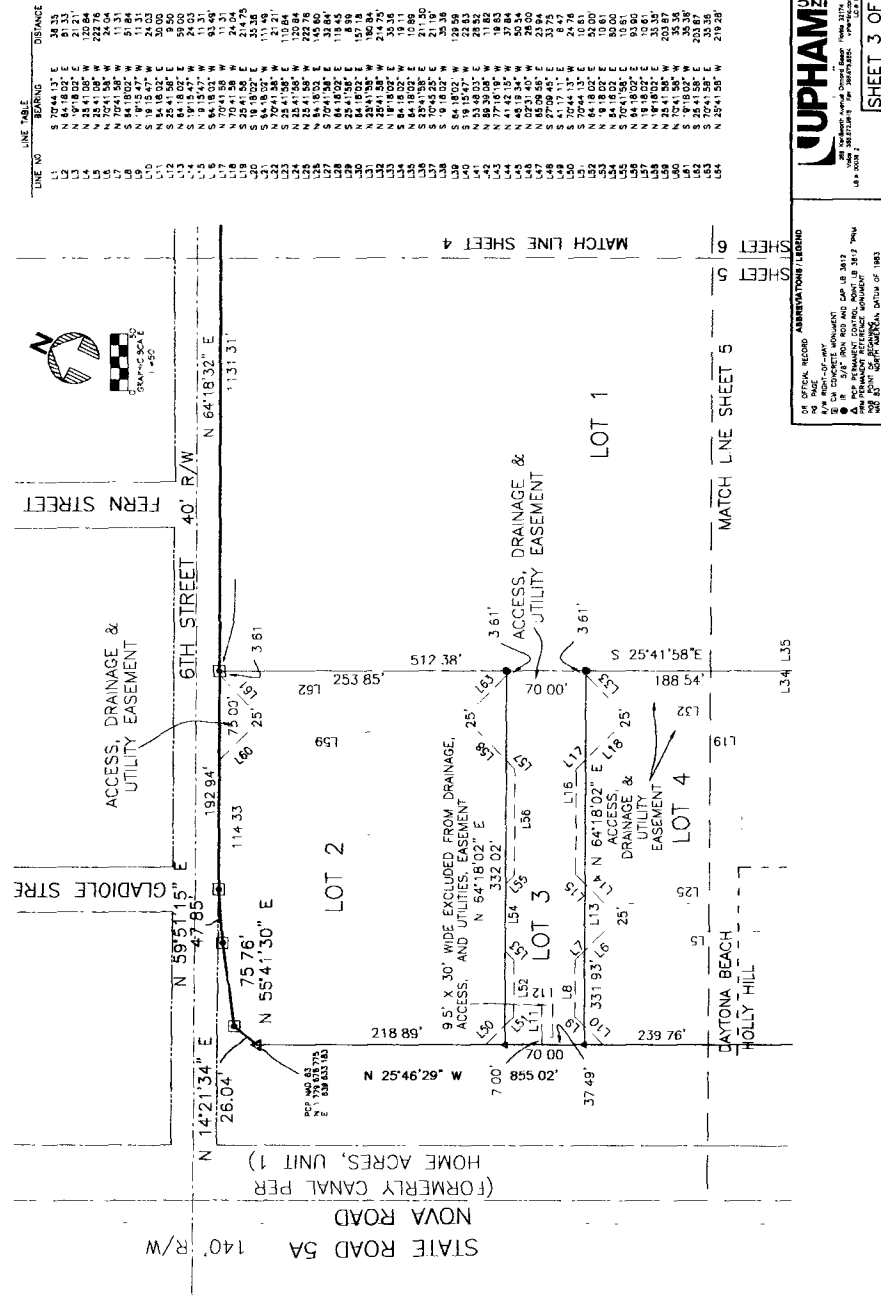
A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF GLADIOLE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST.



# HALIFAX MEDIA

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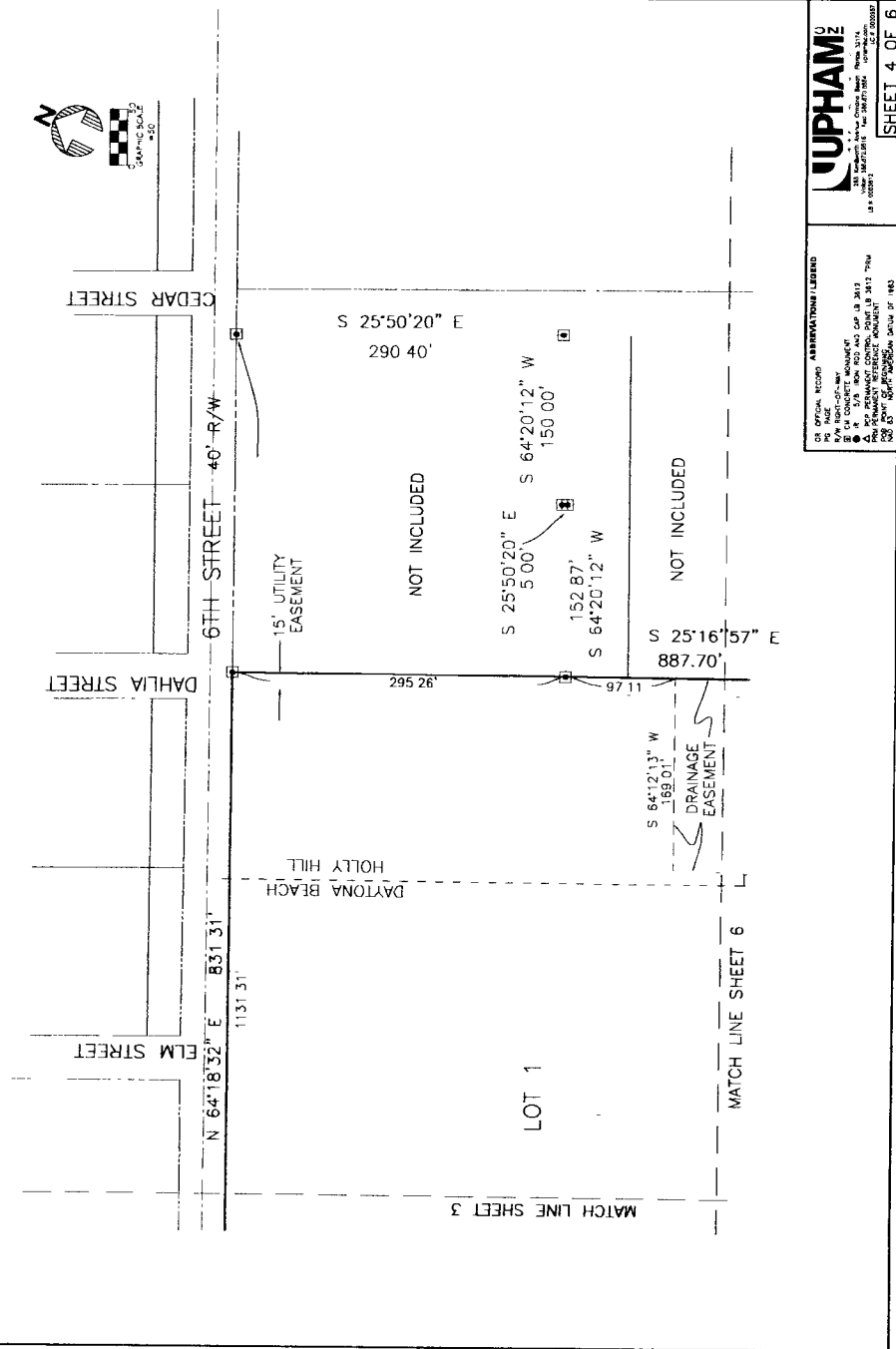
A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 96, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF GLADIOLE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST.



# HALIFAX MEDIA

| MAP | BOOK | PAGE |
|-----|------|------|
|-----|------|------|

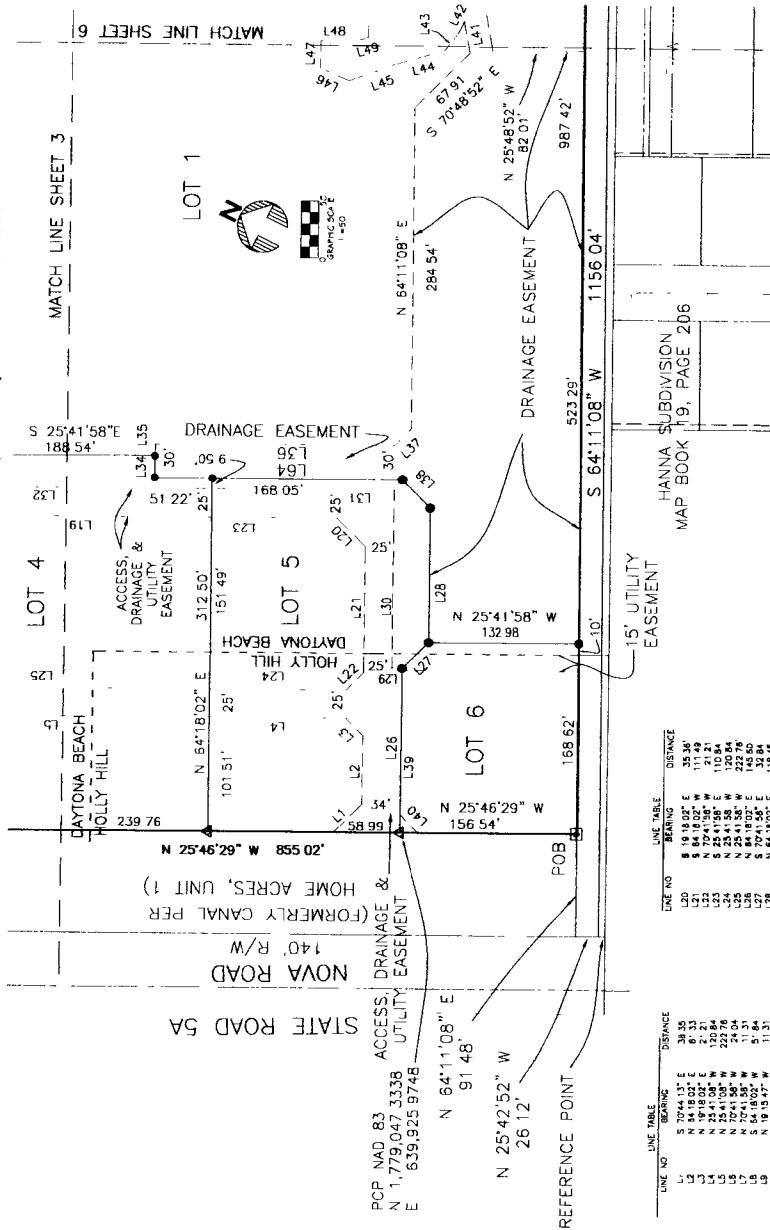
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# HALIFAX MEDIA

MAP BOOK PAGE

A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF GLADIE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST.



| LINE NO. | LINE BEARING  | DISTANCE |
|----------|---------------|----------|
| 1        | S 70°44'31" E | 38.35    |
| 2        | N 34°18'02" E | 8' 33    |
| 3        | N 39°18'02" E | 2' 21    |
| 4        | N 35°41'03" W | 10.84    |
| 5        | N 25°41'58" W | 222.76   |
| 6        | N 25°41'58" W | 222.76   |
| 7        | N 25°41'58" W | 155.60   |
| 8        | S 70°44'31" E | 118.45   |
| 9        | N 64°18'02" E | 87.99    |
| 10       | N 64°18'02" E | 160.84   |
| 11       | N 25°41'58" W | 19.11    |
| 12       | N 25°41'58" W | 25.35    |
| 13       | N 25°41'58" W | 21.19    |
| 14       | S 70°44'31" E | 21.19    |
| 15       | S 70°44'31" E | 35.35    |

**UPHAM'S**

3000 Highway 19, Suite 200, Palm Bay, FL 32909  
Tel: 321.321.1234 Fax: 321.321.1234

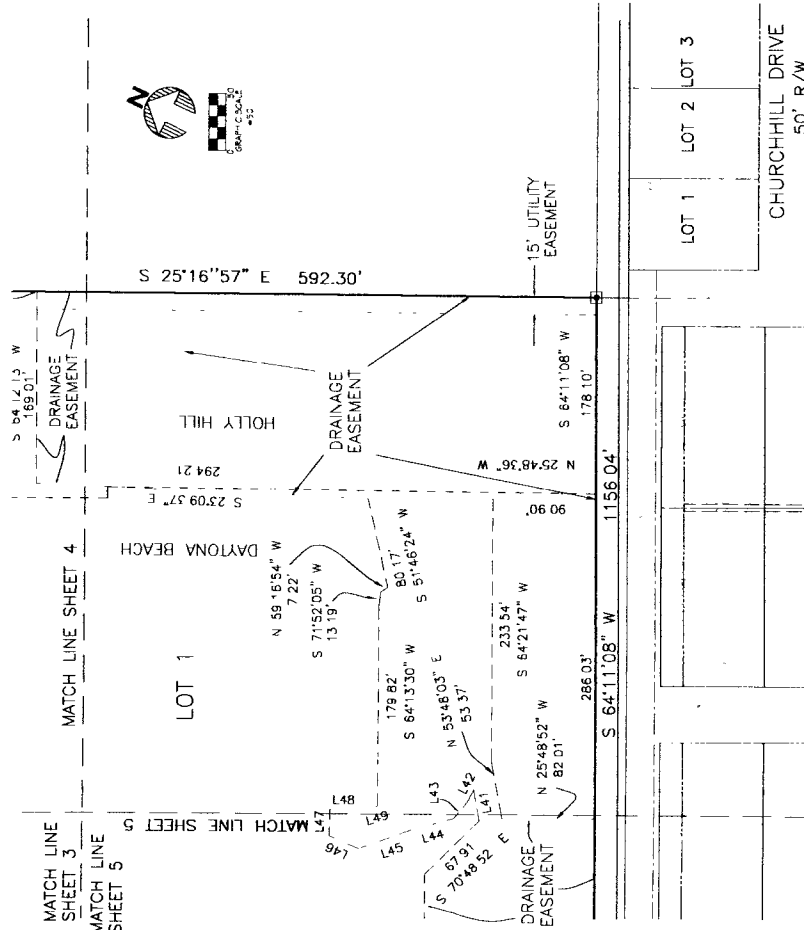
**ABBREVIATIONS / LEGEND**

NO. TOTAL RECORDS  
N/A. Not a Record  
S. Survey  
E. Easement  
D. Drainage  
U. Utility  
A. Access  
R. Right of Way  
W. Water  
P. Power  
G. Gas  
O. Oil  
C. Cable  
F. Fencing  
H. Highway  
L. Lot  
B. Block  
S. Section  
T. Township  
R. Range  
N. North  
S. South  
E. East  
W. West  
NE. Northeast  
SE. Southeast  
SW. Southwest  
NW. Northwest  
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# HALIFAX MEDIA

A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF BLOCKS '8, '19, '20 AND A PORTION OF GLADDOLE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST.

| LINE NO | BEARING       | LINE TABLE |
|---------|---------------|------------|
| L39     | S 84°18.02' W | 129.56     |
| L40     | S 19°15.47' W | 22.63      |
| L41     | N 33°45.03' E | 28.52      |
| L42     | N 68°39.08' E | 11.82      |
| L43     | N 77°16.19' W | 19.63      |
| L44     | N 41°42.15' W | 37.84      |
| L45     | N 45°19.34' W | 50.54      |
| L46     | N 02°31.40' W | 28.00      |
| L47     | N 65°09.56' E | 23.94      |
| L48     | S 47°38.45' E | 33.75      |
| L49     | S 47°17.11' E | 8.47       |



ON OFFICIAL RECORD      ABBREVIATIONS / LEGEND

|     |                                       |
|-----|---------------------------------------|
| Pg  | PAGE                                  |
| N/W | RIGHT-OF-WAY                          |
| CM  | CONCRETE MONUMENT                     |
| IR  | 5/8" IRON ROD AND CAP LB 3612         |
| PCP | PERMANENT CONTROL POINT LB 3612 "P&M" |
| PRM | PERMANENT REFERENCE MONUMENT          |
| DOB | DATE OF BEGINNING                     |
| NOA | NORTH AMERICAN DATUM OF 1983          |

**UPHAM**

205 Kell North Avenue Orlando, FL 32814  
 Phone 356.872.5919 Fax 356.873.8534  
 www.upmhc.com

SHEET 6 OF 6





# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

MINUTES • MAY 7, 2018

City Commission Chamber

BOPA Regular Meeting

6:30 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

| Attendee Name    | Title        | Status  | Arrived |
|------------------|--------------|---------|---------|
| Mike Myer        | Chairman     | Present |         |
| Jim Legary       | Board Member | Present |         |
| Robin D. Hanger  | Board Member | Present |         |
| Arthur Cappuccio | Board Member | Present |         |
| Arthur W. Morris | Board Member | Present |         |

### 2. INVOCATION

Invocation was given by Robin Hanger.

### 3. PLEDGE OF ALLEGIANCE

Chairman Mike Myer led the Pledge of Allegiance.

### 4. BOPA MINUTES APPROVAL

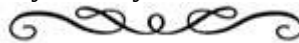
1.

Minutes of April 3, 2018 Meeting

(Requested by Brian Walker, City Planner)

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member          |
| <b>SECONDER:</b> | Robin D. Hanger, Board Member           |
| <b>AYES:</b>     | Myer, Legary, Hanger, Cappuccio, Morris |

Enacted and approved this 7th day of May, 2018, in Holly Hill



### 5. AGENDA ITEM(S)

1.

Halifax Media Holly Hill BPUD Rezone

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, summarized his staff report, stating that the applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat. Lots 3 and 4 are divided between the Cities of Holly Hill and Daytona Beach. The portion lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News-Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts. The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach that are compatible with the stated allowable uses of the Halifax Media Planned District Agreement. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach.

The portions of lots 3 and 4 proposed for parking and drainage are zoned B-5 which does not allow parking and drainage without a structure. Because the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow flexibility of business uses and their supporting infrastructure. Therefore, the rezone will allow the portion of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of commercial structures within the City of Daytona Beach.

Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the uses permitted under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill. Staff finds that the requested BPUD zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses. Staff recommends that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street.

Rachel Pringle, Attorney representing RPS News-Journal LLC, stepped to the podium to answer any questions the Board may have. The Board asked if a Hardee's was being constructed on any of the lots under discussion.

Jerry Finley, Project Engineer, stated that a Hardee's Restaurant may be built on Lot #2, which is in the jurisdiction of the City of Daytona Beach and not part of the lots under discussion.

Brian Walker, City Planner stated that a Dialysis Center is under plan review for lot #4, which is located within the City of Daytona Beach limits.

Arthur Morris, asked how this project will affect the property values for the parcels within the City limits of Holly Hill? The property is owned by the News-Journal,

therefore, the taxes would be going to the City of Daytona Beach, being that the News-Journal building is located within that jurisdiction.

Michael Myer asked if the City could de-annex our parcel and have them annexed into the City of Daytona Beach. Scott Simpson stated that you cannot de-annex property that has been properly annexed.

Jim Legary expressed that he feels that this project benefits the City of Daytona Beach and that the City of Holly Hill is getting nothing from this.

Robin Hanger, stated that he feels it is better to have the land paved and landscaped, then just dirt sitting there. Being developed will attract interest into the area.

Brian Walker, City Planner stated that the Project will have a 50' landscaped buffer.

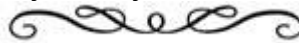
There was a discussion among the Board members as to whether this is good for the City, being that we are not really getting anything from this project.

Scott Simpson, City Attorney expressed to the Board that the question before us is - does this request meet our Land Development Code? Even though the Board may not think this City is benefiting from this project, they must look to see if they meet the criteria for the rezoning through our Land Development Code and Comp Plan.

The consensus of the Board was that the City is not benefiting from this project, but feels that the land would be better developed then undeveloped.

|                  |                                                          |
|------------------|----------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Robin D. Hanger, Board Member                            |
| <b>SECONDER:</b> | Arthur Cappuccio, Board Member                           |
| <b>AYES:</b>     | Myer, Legary, Hanger, Cappuccio, Morris                  |

Enacted and approved this 7th day of May, 2018, in Holly Hill



## 6. OLD BUSINESS

None

## 7. BOARD/STAFF COMMUNICATIONS

None

## 8. ADJOURNMENT

This meeting adjourned at 7:10 PM