CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MAY 28, 2024

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by Commissioner Roy Johnson
c. Pledge of Allegiance

2. PRESENTATION - MID-YEAR BUDGET REVIEW FY2024

1. -1-2024 Mid Year Budget Review FY 2023-2024

   (Requested by Michele Moore, Finance)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - May 14, 2024 - Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 4)

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

1. Resolution -2024-R-33 A Resolution of the City of Holly Hill, Florida, Adopting an Amendment to the 2018 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution -2024-R-34 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023 - 2024; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

3. Resolution -2024-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the First of the (1) One-Year Extensions to Agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for Emergency Debris Hauling and Authorizing the City Manager to Execute the First of the (1) One-Year Extensions to Agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for Emergency Debris Monitoring; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Increase the Annual Limit of Clog Dog Services

(Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

1. Request for a Lien Reduction - 909 Oleander Avenue

   (Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

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

1. Ordinance –2024-O-3078 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Creating Separation Requirements and Adding Definitions; Amending Sections 114-353 and 114-593 and 78-14 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. 990 Alabama Avenue Storage Facility - Special Exception

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

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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

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

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

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

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 05/28/24 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Michele Moore
Initiator: Michele Moore
Sponsors:
DOC ID: 4467

PRESENTATION 2024-1

Mid Year Budget Review FY 2023-2024

Presentation of mid-year budget review of fiscal year 2023-2024, conducted by the Finance Department in preparation for fiscal year 2024-2025 budget workshops.

FISCAL ANALYSIS:

The finance staff identified the following necessary budget amendments:

1) Post VAB adjustment increase to Volusia County CRA and Halifax Hospital payments: $123,797.31, Post VAB adjustment increasing General Fund Ad-Valorem tax revenue: $6,083.35, and decreasing CRA revenue: -$5,795.41.

2) Record Volusia League of Cities dinner sponsorships: $11,040.00, and dinner expenses: $13,498.35.

STAFF RECOMMENDATION:

Approve the Budget Resolution for increases to revenue resulting from Post VAB values and Volusia League of Cities dinner sponsorships and expenses.

COMMISSION GOAL:

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

Mid-Year Budget Report FY 2023 - 2024

Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

CITY OF HOLLY HILL

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

This Mid-Year Budget Report for the Fiscal Year 2023-2024 covers the six-month period ending March 31, 2024. It provides a status update on the City's revenue and expenditures in the General Fund, Community Redevelopment Fund, and Enterprise Funds. It also provides an opportunity to make budget amendments, if necessary.

Government Wide Total Budget and Year to Date Activity

REVENUE

Government Wide Revenue Activity Year To Date March 31, 2024

Fund	Total Budget FY 2023-24	Year to Date Activity March 31, 2024	YTD % of Budget
001 - GENERAL FUND	11,195,046	6,998,213	62.51%
002 - LOCAL OPTION FUEL TAX	1,193,240	272,750	22.86%
004 - PERMITTING	390,289	263,043	67.40%
006 - FIRE DONATIONS FUND	0	28	N/A
015 - HURRICANE IRMA	0	0	N/A
101 - LAW ENFORCEMNT IMPACT FEE	0	4,382	N/A
102 - FIRE IMPACT FEE TRST ACCT	0	2,942	N/A
103 - ROAD IMPACT FEE TRST ACCT	0	14,079	N/A
104 - PARK IMPACT FEE TRST ACCT	0	4,242	N/A
110 - LAW ENFORCEMENT TRUST FD	0	750	N/A
130 - COMMUNITY REDEVELOPMT	3,188,240	3,384,015	106.14%
135 - CRA FOUNTNHD INCENT-LAND	0	0	N/A
139 - CRA PROJECTS FUND	3,453,262	514,339	14.89%
301 - CAPITAL PROJECTS	5,679,338	127,175	2.24%
400 - WATER & SEWER FUND	14,507,608	4,182,890	28.83%
401 - WATER IMPACT FEES	0	13,170	N/A
402 - SEWER IMPACT FEES	0	18,685	N/A
407 - PROPRIETARY R&R FUND	9,322,261	1,165,391	12.50%
460 - STORMWATER FUND	1,474,137	1,094,080	74.22%
461 - STORMWTR CAP PROJECTS	2,013,802	351,471	17.45%
495 - SOLID WASTE ENTERPRISE	3,195,987	1,457,216	45.60%
605 - POLICE EXPLORERS	3,195	162	5.08%
	55,616,404	**19,869,023**	

EXPENDITURES

Government Wide Revenue Activity Year To Date March 31, 2024

Fund	Total Budget FY 2023-24	Year to Date Activity March 31, 2024	YTD % of Budget
1101 - COMMISSION	178,592	86,435	48.40%
1201 - CITY MANAGER	577,301	278,759	48.29%
1301 - ACCOUNTING	785,523	285,824	36.39%
1303 - CUSTOMER SERVICE	491,574	263,409	53.58%
1306 - ADMIN SVCS/IT	568,160	284,262	50.03%
1310 - PERSONNEL	241,769	112,998	46.74%
2110 - LAW ENFORCEMENT	3,416,435	1,544,426	45.21%
2210 - FIRE OPERATIONS	1,913,224	828,181	43.29%
2410 - PLANNING & CODE ENF	507,066	213,677	42.14%
2415 - BLDG & FIRE INSPECT	390,289	187,220	47.97%
3001 - WATER & SEWER ADMIN	390,001	185,751	47.63%
3010 - WATER UTILITY	2,639,875	1,206,068	45.69%
3020 - SEWER SERVICES	3,177,082	1,430,782	45.03%
3040 - SOLID WASTE	3,195,987	1,621,024	50.72%
3080 - STORMWATER MGMT	771,415	362,154	46.95%
4141 - ROADS & STREETS	748,792	211,965	28.31%
4160 - PUBLIC WORKS/FLEET	332,664	138,184	41.54%
4172 - BLDG & GROUNDS/FACI	1,328,440	674,633	50.78%
4173 - ADULT CTR/PICKLEBAL	229,467	126,461	55.11%
5510 - GENERAL ADMINIS	682,710	214,096	31.36%
8110 - NON-DEPARTMENTAL	33,050,037	5,330,436	16.13%
Total Expenditures:	**55,616,404**	**15,586,745**	

Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

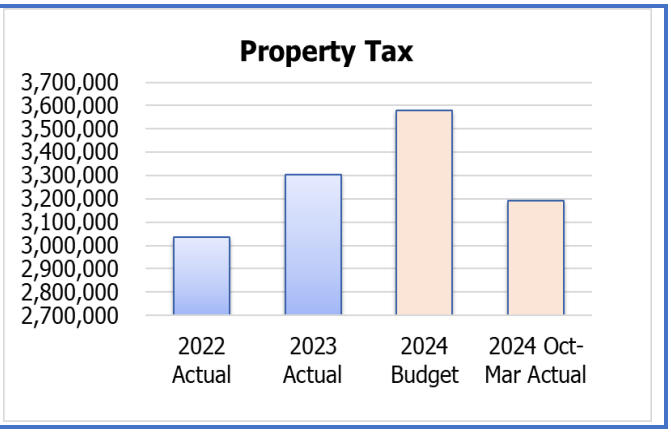
General Fund

The adopted General Fund Budget for Fiscal Year 2023-2024 is approximately $11.2 million. As of March 31, 2024, the General Fund had received 63% of its revenues, or $7 million. The top sources of revenue in the General Fund with data for three years is listed below:

General Funds Revenue Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Property Taxes	3,034,341	3,302,139	3,579,324	3,192,075	89.18%
Electricity Utility Service Tax	1,144,104	1,282,297	1,219,000	667,435	54.75%
Half Cent Sales Tax	869,002	904,020	900,112	354,382	39.37%
Franchise Fees	912,356	997,715	851,633	373,122	43.81%
State Shared Revenues	610,423	659,832	616,653	300,947	48.80%
Water Utility Tax	373,362	389,633	398,000	194,512	48.87%
Telecommunication Tax	382,202	396,357	406,184	145,932	35.93%
Local Business Tax	193,888	178,347	191,000	177,290	92.82%
Local Option Fuel Tax	181,225	184,448	183,326	75,927	41.42%

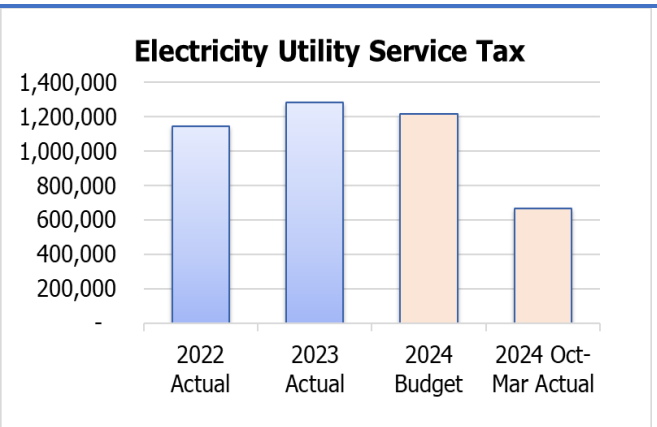
Property Tax

Property Tax is the largest revenue in the General Fund, and it is 32% of the total budgeted revenue in the FY2023-2024 General Fund budget. To date, 89% of the property tax has been received.



Electricity Utility Service Tax

Electricity Utility Service Tax is the 2nd largest revenue in the General Fund, and it is 11% of the total budgeted revenue in the FY2023-2024 General Fund budget. To date, 55% of the electricity utility service tax has been received.



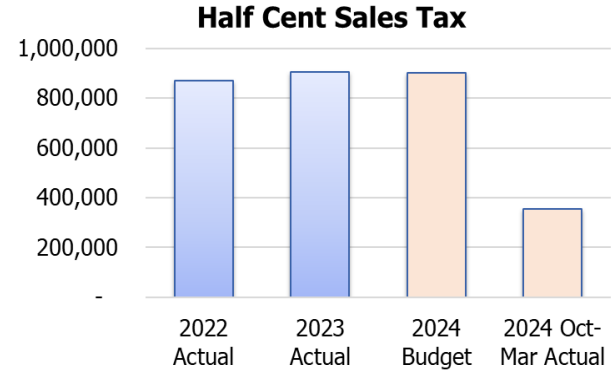
Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

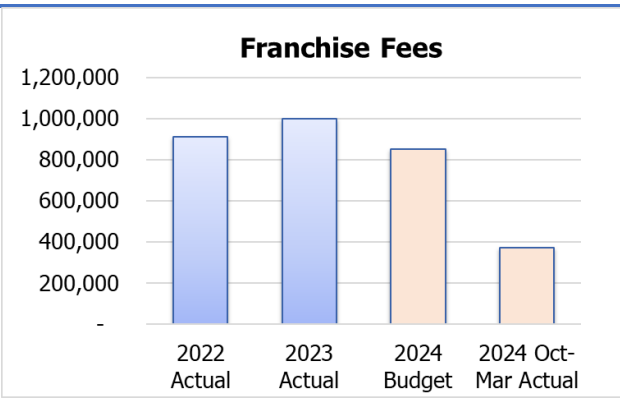
Half Cent Sales Tax

Half Cent Sales Tax is the 3rd largest revenue in the General Fund, and it is 8% of the total budgeted revenue in the FY2023-2024 General Fund budget. To date, 39% of the half cent sales tax has been received.



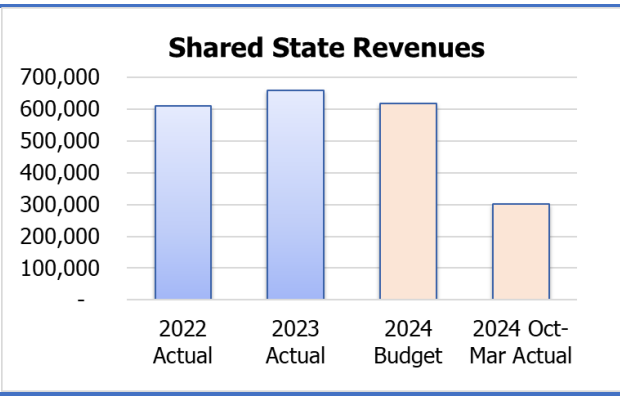
Franchise Fees

Franchise Fees from FPL and TECO are the 4th largest revenue in the General Fund, and it is 8% of the total budgeted revenue in the FY2023-2024 General Fund budget. To date, 44% of the franchise fees have been received.



State Shared Revenue

State Shared Revenue, money given to localities to be spent on purposes determined by the localities themselves, is the 5th largest revenue in the General Fund. State shared revenue is 6% of the total budgeted revenue in the FY2023-2024 General Fund budget. To date, 49% of the state shared revenue has been received.



Other General Fund Revenues

The remaining General Fund's revenue comprises 35% of the fund's budgeted revenue. The primary sources of the other General Fund revenues are summarized below:

- Direct Cost Allocation which comprises 16% ($1,788,491) of the General Fund's budget.
- Telecommunication Tax which comprises 4% ($406,184) of the General Fund's budget.
- Water Utility Tax which comprises 4% ($398,000) of the General Fund's budget.
- Local Business Tax which comprises 2% ($191,000) of the General Fund's budget.
- 1st Local Option Fuel Tax which comprises 2% ($183,326) of the General Fund's budget.

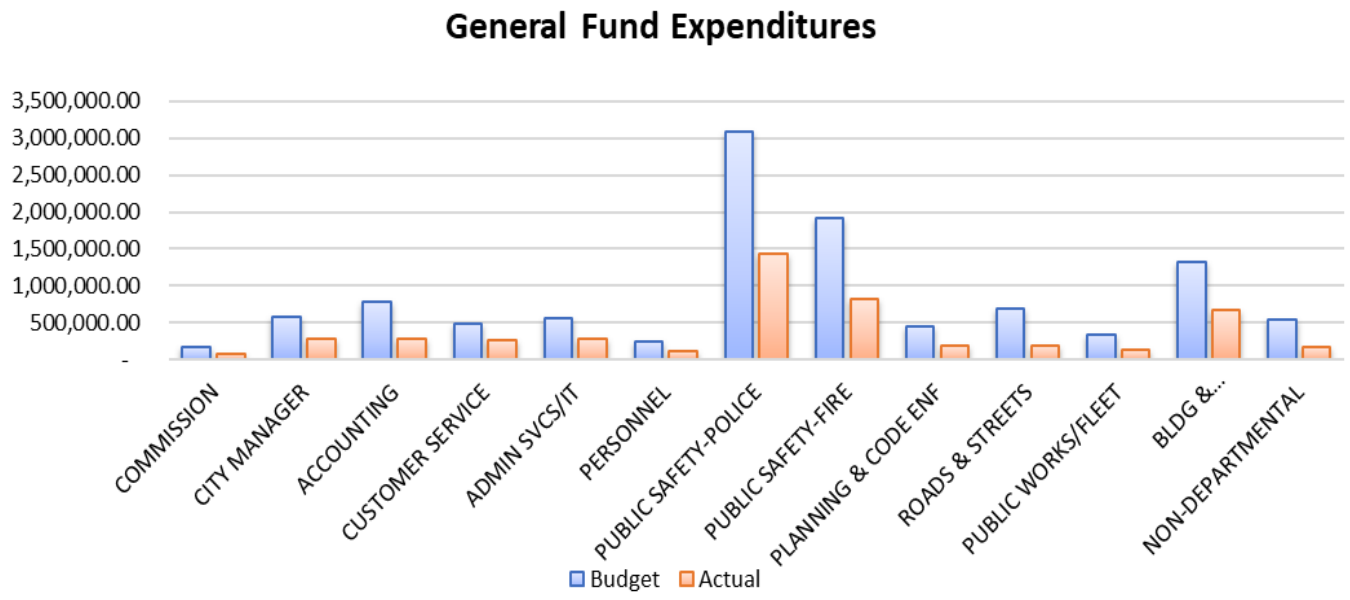
Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

General Fund Expenditures

General Funds Expenditure Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Salaries	4,009,061	4,234,067	4,975,821	2,209,475	44.40%
Benefits	2,081,523	2,283,201	2,654,666	1,115,264	42.01%
Professional & Other Services	582,171	823,555	882,456	452,648	51.29%
Leases & Maintenance	1,249,252	1,345,095	1,549,837	802,199	51.76%
Supplies & Fuel expenses	554,429	376,637	447,283	157,578	35.23%
Machinery & Equipment	304,000	395,773	402,600	58,298	14.48%
Grants & Aids	56,000	28,500	42,000	25,181	59.96%
Transfers	4,688,188	2,188,017	152,382	77,891	51.12%



Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

Community Redevelopment

CRA Funds Revenue Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Property Taxes	1,289,675	1,461,831	1,587,316	1,579,299	99.49%
Interlocal Share Tif	1,442,102	1,490,704	1,560,924	1,684,721	107.93%
ECHO Grant	2,229,854	270,146	-	-	0.00%
Events	-	28,043	-	17,049	N/A

CRA Funds Expenditure Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Salaries	159,206	187,612	298,142	121,412	40.72%
Benefits	65,419	73,695	123,730	50,320	40.67%
Supplies & Other Expenses	538,545	671,079	783,677	335,368	42.79%
Grants & Aids	184,787	113,442	100,000	42,117	42.12%

The current CRA Project is Phase 3 Overhead to Underground Conversion. The total budget for this project is $3,651,091.

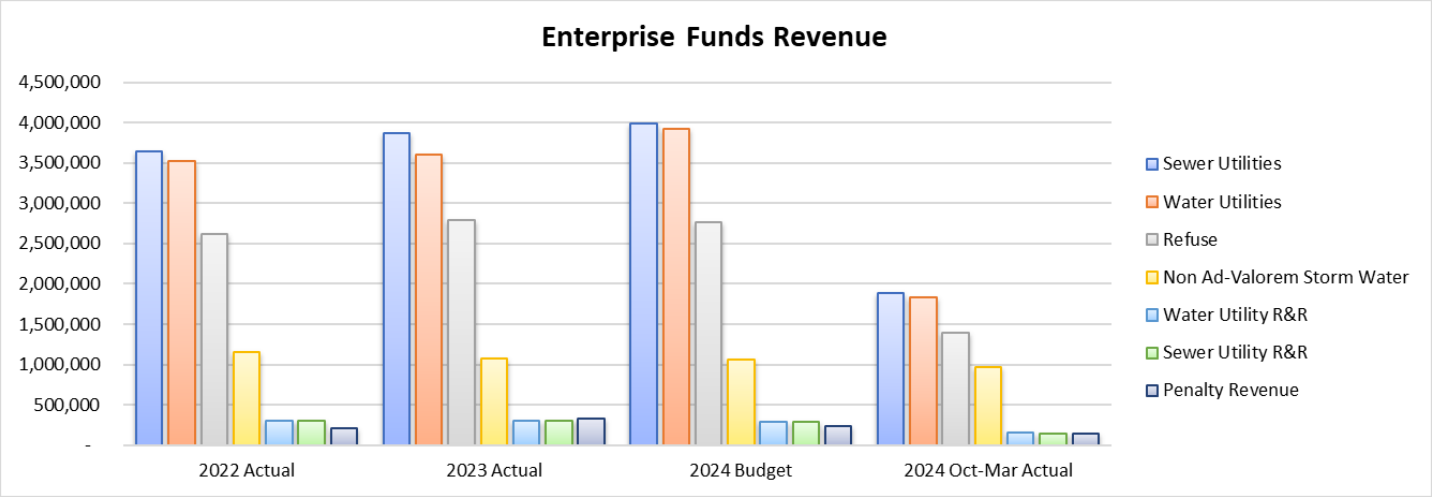
Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

Enterprise Funds

Enterprise Funds Revenue Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Sewer Utilities	3,650,026	3,870,721	3,998,335	1,886,590	47.18%
Water Utilities	3,529,539	3,608,481	3,930,119	1,826,518	46.47%
Refuse	2,617,307	2,786,653	2,760,000	1,395,731	50.57%
Non Ad-Valorem Storm Water	1,153,186	1,069,213	1,055,293	964,918	91.44%
Water Utility R&R	299,025	297,508	290,000	150,994	52.07%
Sewer Utility R&R	299,581	297,936	290,000	146,853	50.64%
Penalty Revenue	204,553	324,826	230,177	141,257	61.37%



City increased utility fees by approximately 5.5% to maintain a revenue sufficiently adequate enough to fund upcoming operating and capital requirements as recommended by the utility rate study. Currently there are 5,915 active utility accounts serviced by Holly Hill.

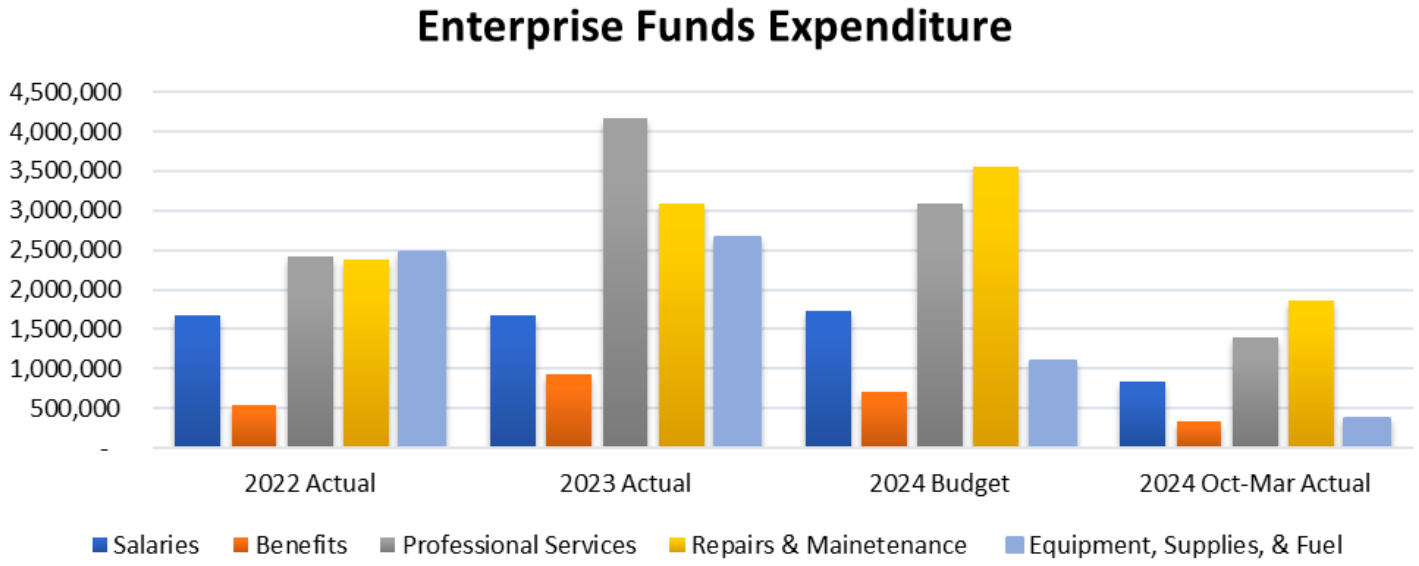
Billing is done in four cycles, reads are done weekly and reviewed for accuracy. Once complete, the billing packet process is run, file is sent to Enco to be mailed or emailed by depending on customer choice. Customers have a due date of a minimum of 21 days from invoice date. One to two business days after due date all unpaid accounts are penalized (15% of the outstanding balance) and phone notifications are sent to customers. From the date of the notification call the customers are given five business days to make payment before being disconnected.

Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

Enterprise Funds Expenditure Source	2022 Actual	2023 Actual	2024 Budget	2024 Oct-Mar Actual	% of Budget at Mid Year
Salaries	1,680,328	1,678,860	1,732,882.00	841,399.54	48.55%
Benefits	539,960	930,554	707,530.00	340,681.89	48.15%
Professional Services	2,417,752	4,160,502	3,080,663.72	1,392,634.71	45.21%
Repairs & Maintenance	2,372,875	3,093,051	3,552,202.04	1,862,116.16	52.42%
Equipment, Supplies, & Fuel	2,473,434	2,655,934	1,101,082.00	368,947.10	33.51%



Professional Services Funds for advertising, landscaping, water treatment, & Waste Pro services.

Repairs & Maintenance Funds for rentals and leases, utility services, and insurance. This group also funds the repair and maintenance of fleet vehicles, generators, and equipment.

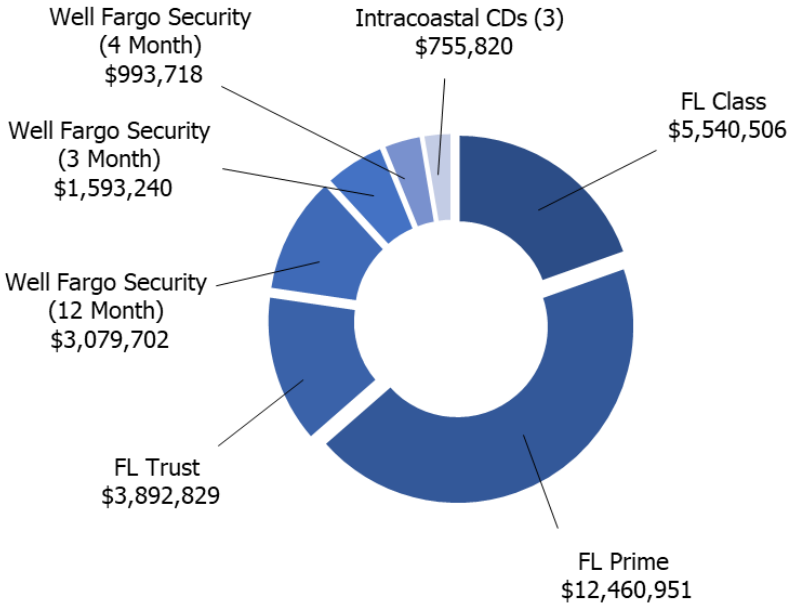
Equipment, Supplies & Fuel Purchases of operating supplies for water & sewer, equipment, and small tools. This also includes fleet vehicle fuel.

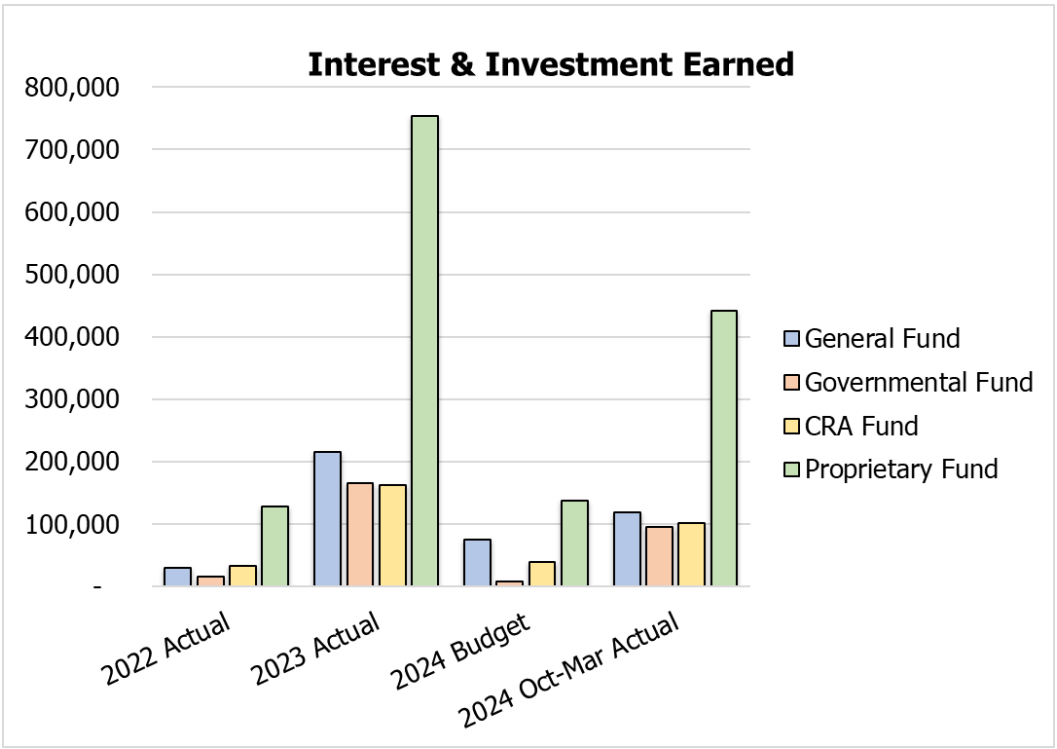
Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

Investment Balance as of March 31, 2024

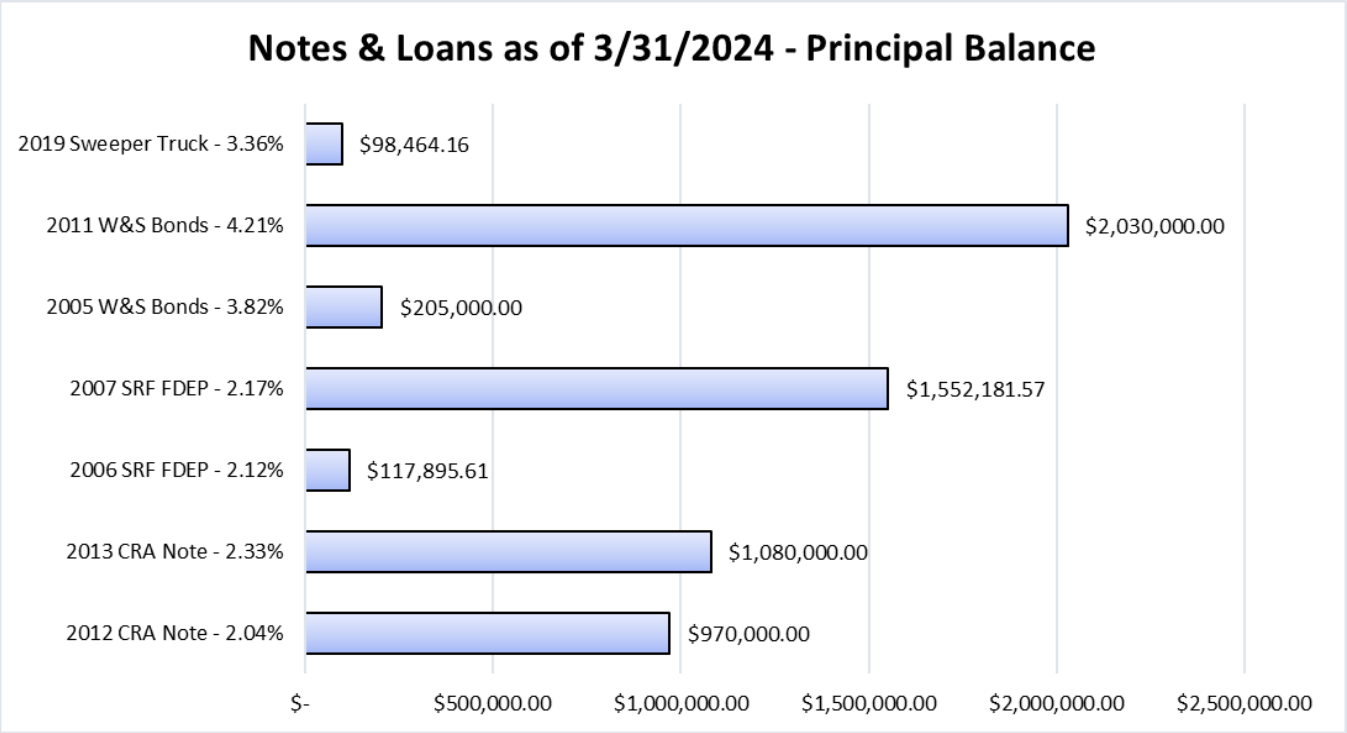




Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024



Notes & Loans as of 3/31/2024 -	Maturity Date	Principal Balance
2005 W&S Bonds - 3.82%	10/1/2025	$ 205,000.00
2019 Sweeper Truck - 3.36%	11/30/2025	$ 98,464.16
2012 CRA Note - 2.04%	5/1/2026	$ 970,000.00
2013 CRA Note - 2.33%	5/1/2026	$ 1,080,000.00
2006 SRF FDEP - 2.12%	4/15/2027	$ 117,895.61
2007 SRF FDEP - 2.17%	3/15/2029	$ 1,552,181.57
2011 W&S Bonds - 4.21%	10/1/2030	$ 2,030,000.00
		$ 6,053,541.34

Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

City of Holly Hill

Mid-Year Budget Report
For the six-month period ending March 31, 2024

Project Status Report as of 04/30/2024

Project Number	Project Name	Project Budget	FY24 Activity	Encumbrance	Budget Remaining	Pending Appropriations Grants
21TYLR	TYLER INCODE	178,821.08	17,251.11	2,308.39	159,261.58	
21WW04	LIFT STATION #19 REHAB	534,553.88	133,846.18	400,707.64	0.06	
21WW09	LIFT STATION #20 REHAB	374,594.46	309,383.85	32,264.19	32,946.42	
22BG06	FIRE STATION	3,571,712.95	300,133.69	2,442,672.47	828,906.79	
22BG09	OLD FIRE STATION CONVERSION	100,000.00			100,000.00	
22BG10	SEAWALL RIVERSIDE PARK	791,400.00	-	54,590.00	736,810.00	-
22BG12	SUNRISE PARK IMPROVEMENTS	534,515.96	12,758.60	16,881.00	504,876.36	-
22BG13	LANDSCAPE PROGRAM	24,556.28	12,174.00	4,150.00	8,232.28	
22ST02	STREETS VEHICLE 2022 F350	81,000.00		80,845.70	154.30	
22ST08	PHASE 3 OVER-UNDERGROUND CONVERSION	2,415,952.05	6,170.57	12,316.32	2,397,465.16	
22SW04	MIRAGE DRAINAGE POND	576,805.00	3,948.01	38,401.99	534,455.00	
22WA04	AUTO SAMPLING STATIONS	27,466.20	19,296.00	6,734.76	1,435.44	
22WW02	FORCE MAIN UNDER CANAL	-			-	
22WW05	LIFT STATION #4 REHAB	624,220.64	484.00	323,427.20	300,309.44	
22WW06	COMPLIANCE SB #64	459,679.00	4,682.00	265,209.26	189,787.74	
22WW08	ARPA BTU #3	9,424,627.96	80,488.42	9,344,079.54	60.00	1,837,851.0
23ST03	SCHOOL ZONE IMPROVEMENTS	137,286.00		137,286.00	-	
23SW01	VULNERABILITY STUDY	68,715.00	26,715.00	42,000.00	-	
23WA02	AERATOR TANK COATING	20,000.00	-		20,000.00	
23WA06	FILTER CONTROL PANEL UPGRADE	55,000.00	40,753.00	10,873.00	3,374.00	
24BG01	AC REPLACEMENT PROGRAM	40,000.00			40,000.00	
24BG02	YMCA AC REPLACEMENT	20,000.00			20,000.00	
24BG03	JON BOAT REPLACEMENT	5,000.00		4,863.00	137.00	
24BG04	SUNRISE PARK IMPROVEMENTS (playground)	350,000.00			350,000.00	-
24PD01	POLICE VEHICLE	58,000.00		56,719.41	1,280.59	
24PD02	POLICE VEHICLE	55,000.00		54,825.94	174.06	
24PD03	POLICE VEHICLE	55,000.00		54,825.94	174.06	
24ST01	ANNUAL PAVING PROGRAM	342,507.44	6,200.00	101,497.95	234,809.49	
24ST02	ANNUAL SIDEWALK REPLACEMENT PROGRAM	50,000.00	767.00	20,610.70	28,622.30	
24ST03	FORD F-350 MINI DUMP	81,000.00		80,845.70	154.30	
24ST04	FORD F-350 UTILITY BOX W/HOIST	125,000.00		101,210.70	23,789.30	
24ST05	SIDEWALKS - COMBINED	650,000.00			650,000.00	
24SW01	RIVERSIDE DUCKBILLS	740,000.00		6,765.00	733,235.00	400,000.0
24SW02	PIPE LINING OF STORMWATER PIPES	200,000.00	100,682.00	57,691.13	41,626.87	
24WA01	CLEARWELL PUMPS, PIPING	1,072,394.98	22,036.60	420,400.44	629,957.94	
24WA02	WELL FLOW METERS	30,000.00	27,084.11	-	2,915.89	
24WA03	WELL CHECK VALVE REPLACEMENT	10,000.00	5,515.00		4,485.00	
24WA04	TANK CLEANINGS	10,000.00			10,000.00	
24WA05	WATER MAIN REPLACEMENTS 3RD ST/.CAVAN	200,000.00			200,000.00	800,000.0
24WA06	SAHFI WATER	55,500.00		55,500.00	-	11,250,000.0
24WW01	NEW HIGH SERVICE PUMP MOTOR	18,000.00		9,532.44	8,467.56	
24WW02	NEW GOLF COURSE FLOW VALVE	73,000.00			73,000.00	
24WW03	LIFT STATION PUMP REPLACEMENTS	80,000.00	39,316.00		40,684.00	
24WW05	MIDNIGHT FLOW STUDY	64,000.00	46,803.84	17,196.16	-	
24WW06	RESURFACE/SEAL WALL OF MANHOLES	115,000.00	8,300.00	-	106,700.00	
24WW07	SEWER SERVICE EXTENSION	1,360,000.00		47,700.00	1,312,300.00	
24WA07	ANNUAL FIRE HYDRANT UPGRADES	60,000.00		33,719.67	26,280.33	-
24WW08	SAHFI WASTEWATER	45,000.00		45,000.00	-	9,300,000.0
24WW09	SEWER PIPE LINING	79,000.00		-	79,000.00	-
		26,044,308.88	1,224,788.98	14,383,651.64	10,435,868.26	23,587,851.0

Attachment: Holly Hill Mid-Year Report FY24 (1-2024 : Mid Year Budget Review FY 2024)

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

Requesting Department		Date
Finance		5/28/2024

ADD FUNDS TO ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
Revenue:		
001-0000-311-1000	Ad-Valorem Tax	$6,083.35
130-0000-338-3000	CRA Intergovt Share of TIF	$123,797.31
130-0000-311-1000	CRA Ad-Valorem Tax	-$5,795.41
001-0000-366-9050	Sponsorships	$11,040.00
	Total	$135,125.25

ADD FUNDS TO ACCOUNT NUMBER:		
Expenditures:		
130-8110-581-0139	CRA Capital Projects	$118,001.90
001-1201-512-4810	Special Events - LOC Dinner	$13,498.35
001-1310-513-3400	Other Services - HR Software Conversion	$3,625.00
	Total	$135,125.25

Purpose of Transfer:

Mid year review analysis. Record changes to Ad-valorem revenue due to Post VAB values, record sponsoships of the Volusia League of Cities dinner held in December and related expenses.

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----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

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

Step 1: Finance Review

Finance Director Signature _____ Date _____

Step 2: Budget Adjustment Entry

Funds are available for this request? Yes____ No ____

Tyler Packet # _____

Employee Signature _____ Date _____

Attachment: Attachment A - Mid Year Budget Amendments (1-2024 : Mid Year Budget Review FY 2024)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 28, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - May 14, 2024 - Regular City Commission Meeting**
NUMBER: **(ID # 4513)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the May 14, 2024 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - May 14, 2024 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MAY 14, 2024

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Mayor Via asked for a motion to EXCUSE Commissioners Penny and Currie from tonight's meeting due to vacation plans that were already planned way in advance.

Commissioner Johnson made a motion to ***EXCUSE COMMISSIONERS PENNY AND CURRIE FROM TONIGHT'S REGULAR CITY COMMISSION MEETING,*** *seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 3-0.

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

b. Invocation by Commissioner John Danio

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Edith Gadson, Holly Hill; Kim Gadson, Holly Hill; Jim Legary, Holly Hill; Phil Wahby, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - April 23, 2024 Regular City Commission Meeting

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

4. CONSENT AGENDA - ITEMS (1 - 5)

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

1. –2024-R-28 Resolution

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

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2024-R-28
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC., ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, or force, or effect of any other section or part of this Resolution.

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

2. 2024-R-29 Resolution

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

(Requested by Antoine Khoury, Public Works)

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

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

RESOLUTION
2024-R-29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

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

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

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

3. -2024-R-30 Resolution

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

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-30
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

4. -2024-R-31 Resolution

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

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-31
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING EMERGENCY SEWER CLEANING AND REPAIR FOR A NOT TO EXCEED AMOUNT OF $79,000 UNDER RESOLUTION 2024-R-18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

5. -2024-R-32 Resolution

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

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-32
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

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

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

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

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

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

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

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

5. REGULAR AGENDA

1.

Daytona Climbing Incentive Agreement and Amended Escrow

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

6. PUBLIC HEARINGS

1. –2024-O-3076 Ordinance

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

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

ORDINANCE
2024-O-3076
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Exhibit A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Written Development Agreement, attached to this Ordinance as **Exhibit B** and incorporated in this Ordinance by reference.

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

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

SECTION 3. That all Ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024 for second and final reading.

EXHIBIT "A"

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

WRITTEN DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Avenue, Holly Hill, FL, 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement")

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is entered into and made as of the ___ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Daytona Climbing Company, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3100 S Ridgewood Avenue, #154, South Daytona, FL 32119.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property as a world class indoor rock-climbing facility; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

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WHEREAS, the BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, (hereinafter the "Master Development Plan") subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

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A. Permitted principal uses allowable on the Subject Property:
1. Rock Climbing Gym with usual and customary uses such as sales of rock climbing equipment and accessories and sales of non-alcoholic drinks and snacks.

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Permitted maximum intensity measured in floor area ratio: 4.55

D. Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.

E. Minimum open space shall be 25% of the subject property.

F. Minimum landscaping is as shown and described on the Preliminary Development Plan.

G. Minimum lot size area (in acreage or square footage): 82,000 square feet

H. Minimum lot width (in feet): 100 feet

I. Minimum yard building setbacks:
1. Front yard: 25 ft
2. Side yard: 10 ft
3. Street side yard: 25 ft
4. Rear yard east side abutting homes: 35 ft

J. Maximum building height (in feet): 70 ft

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. If abutting residential property, lighting shall not exceed 5-foot candles at the property line.

M. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase I - 8,000 square foot rock climbing facility

Phase II - 6,500 building

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N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

O. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

P. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

Q. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the BPUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence, and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in the paragraph below titled, "**Notices**."

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11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

13. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

14. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

15. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

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OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

With copy to:

Garrett Zinke

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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16. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

17. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

18. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

19. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

20. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

21. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

22. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

23. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

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24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

25. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

26**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of approval is specifically authorized by the City Commission at the time that the first phase is approved.**

Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

EXHIBIT "A"

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LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Development Plan

TO BE ATTACHED

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

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

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As:

_____ _____

Signature of Witness #2 Print or type

_____ **ATTEST:**

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

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_____

Printed Name

Commission No.: _____

My Commission Expires: _____

DEVELOPER

By:

_____ _____

Signature of Witness # 1 Signature

_____ _____

Print or type name Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

ATTEST:

_____

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

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Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By:

_____

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Date: _____

ATTEST:

_____

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ 2024, by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

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_____

Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and

reliance by the City of Holly Hill, Florida

_____

Scott Simpson
City Attorney

Enacted and approved this 14th day of May, 2024, in Holly Hill

2. –2024-O-3077 Ordinance

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

(Requested by Joseph Forte, City Manager)
Mr. Forte stated the changes were made from the direction of the City Commission at the last meeting to the Ordinance. It contains only the increases that Attorney Simpson just mentioned and does not include any of the dependent health insurance that was discussed.

Mayor Via mentioned that he was reading through the Ordinance and had a question for Attorney Simpson. He thinks it's too ambiguous when it comes to how that percentage is calculated. What he means is in the title it only mentions salaries of elected constitutional officers and school board districts each year and then a further down it says that again

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then in the "Whereases" it says, *"it is the proposed increase is a fix percentage of salaries of elected constitutional officers in school board districts Table 3., and then in parenthesis, County Commissioners"* and then it stops. When he reads through the city's Municode and he looks at everything that's been passed by any City Commission, if he were to read this would it be in bold and the all of the caps?

Attorney Simpson stated, no. It would be…Section 1.

Mayor Via stated, okay. Section 1., moving to that. It is also ambiguous there, specifically. That's what he thought. He thought that's what he would be reading where it says, "expense allowance health insurance and honorarium, Section 2-30." It mentions the elected constitutional officers in school board districts but it doesn't say anywhere that it's calculated off of the County Commissioner, specifically. He thinks that needs to be added in there because in that Table 3., there's a lot of different constitutional officers. Some of them making $182,000, some of them making $50,000. It should say Volusia County Commissioners, that's another thing he was going to bring up. But he doesn't see where it says County. Is it in Section 2-30?

Mr. Forte stated he thought the Mayor was looking at the "Whereas".

Mayor Via stated in the "Whereas" it mentions it.

Attorney Simpson stated constitutional officers in school board districts…

Mayor Via stated Table 3, which is the correct title for…

Attorney Simpson stated it's not actually in the Section 2-30, doesn't reference Table 3.

Mayor Via stated okay, you're right. So, it should.

Attorney Simpson stated that would clarify it. He remembers when they were talking about it before and Commissioner Penny came over and showed me because there was a question about it and he showed me the chart.

Mayor Via stated and he has the chart here. Table 3 is not specifically only for County Commissioners. It's for all of the elected constitutional officers.

It was suggested to include the following wording and to update the "Whereas" Section as follows, with the assistance of Attorney Simpson and Mr. Forte:

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 2 (Administration), Section 2-30 (Salary, health and life insurance; expenses) to read as follows: **Sec. 2-30. Expense allowance, health insurance, and honorarium.**

(a) The annual expense allowance for the city commission, except for the mayor, shall be 11.5% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3, as amended, payable in 26 equal installments. The annual expense allowance for the mayor shall be 17% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3, as amended, payable in 26 equal installments. If actual expenses are less than the expense allowance, any excess funds over actual expenses shall constitute an honorarium. Any salary adjustment outlined above shall take effect on January 1, 2025 and then on October 1st of each subsequent year.

Mayor Via opened public participation. No one spoke.

Commissioner Danio made a motion to ***APPROVE ORDINANCE 3077, WITH THE UPDATED WORDING AS READ BY ATTORNEY SIMPSON: THE ANNUAL EXPENSE ALLOWANCE FOR THE CITY COMMISSION, EXCEPT FOR THE MAYOR, SHALL BE 11.5% OF THE SALARIES OF VOLUSIA COUNTY***

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COMMISSIONERS AS ESTABLISHED BY THE STATE OF FLORIDA IN CHAPTER 145 FLORIDA STATUTES, TABLE 3, AS AMENDED, PAYABLE IN 26 EQUAL INSTALLMENTS. THE ANNUAL EXPENSE ALLOWANCE FOR THE MAYOR SHALL BE 17% OF THE SALARIES OF VOLUSIA COUNTY COMMISSIONERS AS ESTABLISHED BY THE STATE OF FLORIDA IN CHAPTER 145 FLORIDA STATUTES, TABLE 3, AS AMENDED, PAYABLE IN 26 EQUAL INSTALLMENTS. IF ACTUAL EXPENSES ARE LESS THAN THE EXPENSE ALLOWANCE, ANY EXCESS FUNDS OVER ACTUAL EXPENSES SHALL CONSTITUTE AN HONORARIUM. ANY SALARY ADJUSTMENT OUTLINED ABOVE SHALL TAKE EFFECT ON JANUARY 1, 2025 AND THEN ON OCTOBER 1ST OF EACH SUBSEQUENT YEAR, *seconded by Commissioner Johnson.*

PASSED, 2-1 (Mayor Via - No)

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

3.

782 S Yonge Street - Bintelli Golf Cart Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 14th day of May, 2024, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments
Mr. Forte stated from his perspective the dedication to the Veterans Memorial Monument was one of his more prouder moments as a City Manager.

B. City Attorney Comments
None.

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C. City Commission Comments

Commissioner Danio stated that Saturday was a busy day. They started out at Sunrise Park for the Holly Hill School Fishing Clinic Club, there were various booths around the park, great turnout for their first annual, weather was nice then he went over to Copper Bottom for the fundraiser for reading and that was a success, then they headed over to the ribbon cutting at Pictona for the Atena Gardens, which was great and the Veterans Memorial monument dedication, you can't say enough about it. Proud of that.

Commissioner Johnson stated the Veterans Memorial monument dedication was super great. Reminded everyone that at the end of the month is Memorial Day. Glad to see that someone signed up for District 3, glad to see that someone wants to serve. He kind of worries sometimes that people are not interested and what would they do if no one came forward. Spoke briefly about LPGA and the amount of traffic that is backed up every day. The county is still working on the study so that's a good thing. Everything is moving forward and happy about how things are moving forward in Holly Hill.

D. Mayor's Comments

Mayor Via stated that's what he was going to speak about, the Veterans Memorial Monument dedication. He completely echo's what Mr. Forte said. They have done a lot here in his 8th year in office. If you haven't seen the Veterans Memorial out front in front of City Hall, take time to go look at it. Go towards the street and look at it and there's fifteen names inscribed into stone of Holly Hill men, they're all men that served, gave their life for our Country and they are from Holly Hill. The city thought it would only be fitting to have their names etched into the history of City Hall forever. It was a very meaningful dedication unveiling ceremony. Thank you, Mr. Forte, I was going back through emails as we talked about from five years ago, you and I, throwing around ideas about it and for it and put it on our goal settings session and funded all these years and finally got to have that come to fruition. He agrees with Mr. Forte, they have done a lot in eight years but this one is really something special. Every time I drive by every single day, I take a look at it and think how beautiful it is. The most meaningful part is the amount of people who knew these men on the stone and the family members, the moms, the uncles, the nieces, the friends and I have received so many phone calls. After the memorial I stayed the whole time just to talk to every single one of them and they were all extremely touched and honored and I just think that there's not enough we can ever do as US citizens to make sure that they are always honored and that we always give thanks to them so that future generations can always remember it and make sure that we always defend our Country. Especially, in this day and age that we're coming into. He thought that was very special. Mayor Via thanked Mr. Forte and all his staff, thanked the City Clerk, thanked Mr. Walker, Malia and Mr. Cox, Steve at Public Works, Manny from Publix Works, and all of the city's officers who were there and able to contribute. Everyone really appreciated it. Mayor Via asked for an update on the property where the car wash was supposed to go on Nova Rd/Flomich. Where are they with the possible demolition.

Mr. Forte stated Mr. Walker just reported to him today that he received a demolition permit request, which was granted and we should see demolition start next week. Staff was moving forward with condemnation so that the city would tear it down ourselves. He

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

just wants to remind the City Commission and whatever happens in the future, happens in the future but there's a growing lien on that property that would be considered a second lien and by policy, not eligible for a lien reduction. He will just throw that out there as a seed and see what happens in the future.

Mayor Via stated thank you and he appreciates all the hard work that staff has done on that. He also thanked Mr. Forte and Mr. Walker for addressing the issues at The Vineyards. The old Vineyards that is now becoming homes over there, with the complaints from the neighbors around it. He knows that staff has been working hard to address it. He will say that he put in a couple of emails today that just, for him, adds insult to injury because, as they know, he wasn't for the project but now that it has been moving forward, to see the disregard, he thinks, of the neighborhood and the neighbors, is disgusting to him. He absolutely hate that. He just wishes they would do the right thing there. He has to express that. It's how he feels but the right way to go about it is the way that Mr. Forte and Mr. Walker have diplomatically talked to them and hopefully come to a better conclusion there. He just wanted to make note of that.

8. ADJOURNMENT

The meeting adjourned at approximately 7:10 PM.

Attachment: Minutes - May 14, 2024 - Regular City Commission meeting (4513 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: May 28, 2024
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopting an Amendment to the 2018 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: 2024-R-33
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission adopted the 2018 Personnel Rules and Regulations in December 2018 and updated them in September 2021. A second update is now proposed to this document. The requested changes are written in RED with additions being underlined and deletions being struck-through.

In addition to typo corrections made, the following is a summary of the proposed changes noted by page number: 6 - update to protected classes adding pregnancy; 8 - modify casual day clothing requirements; 9 - reference City's social media policy; 10 - clarifying language regarding personnel policy and personnel file responsibilities; 11 - update minimum hours for full-time to match requirements associated with providing health care coverage; 12 - clarify probation periods; 13 - removed duplicative reference; 14 - clarify insurance protections for volunteers; 15 - clarify sentence; 16 - increase resignation notifications for supervisory personnel and formalize attendance expectations after notice is given; 17 - relocate previous section 6-13 to this area and make pay increases effective the first day of the first full pay period following when they are earned or otherwise authorized; 20 - clarifies scheduled leave will count as time worked for overtime purposes and all unscheduled leave will not; 21 - pay out comp time if employee is promoted to exempt status and establish a 15% increase limit for working out of class; 22 - clothing allowance moved from section 7.9 and clarified; 24 - update vacation leave to match changes implemented for personal leave; 24 - update sick leave to match changes implemented for personal leave; 27 - clarify personal leave and disallow accrual for those in a no-pay status for any portion of a pay period (except for those on FMLA, military leave, or workers comp); 28 - clarify use of PL for probationary employees; update the annual leave sell-back program to include all leave types and change deadline to May 15th; 29 - clarify requirements associated with personal day (birthday holiday), safety day, and bereavement leave; 30 - incorporate Administrative Leave policy into manual; 32 - clarify absence without pay requirements and update pension section; 41 - clarify crash requirements and update "take home vehicle" information; 50 - broaden tobacco classifications; 62 - clarify post-accident drug testing requirements; 64 - update the appeal time for drug test results; 67 - clarify reassignments due to a positive drug test may result in a demotion for that time period.

FISCAL ANALYSIS:

There is no fiscal impact to the budget.

STAFF RECOMMENDATION:

Approve the comprehensive amendment proposed to the Personnel Rules and Regulations.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE AMENDMENT TO THE PERSONNEL RULES AND REGULATIONS AS PROPOSED.

ATTACHMENTS:

- Personnel Rules & Regulations - Draft Update 2024 (PDF)

Resolution No. 2024-33

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING AN AMENDMENT TO THE 2018 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING AN AMENDMENT TO THE 2018 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill adopted the 2018 Personnel Rules and Regulations to continue to provide consistent guidelines for Employees; and

WHEREAS, from time to time Personnel Rules and Regulations require amendments to insure they remain up to date with current law, along with providing clarifications and modifications where appropriate; and

WHEREAS, the representatives of each of the City's Collective Bargain Units and Department Heads have all reviewed the proposed 2024 amendment to the 2018 Personnel Rules & Regulations and have offered no objections or additional changes to this final amended document.

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

SECTION 1. That the City Commission hereby adopts the 2024 amendment to the 2018 City of Holly Hill Personnel Rules and Regulations, attached hereto for reference.

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

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2024.

2018

HOLLY HILL

FLORIDA

Personnel Rules and Regulations

ADOPTED DECEMBER 2018, UPDATED SEPTEMBER 2021 &
UPDATED MAY 2024

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

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1 INTRODUCTORY STATEMENT

1.1 INTRODUCTORY STATEMENT

The City of Holly Hill is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, gender, national origin, disability, religion, age, genetic information, political affiliation, gender identity, sexual orientation, marital status, pregnancy, or status as a covered veteran in accordance with applicable federal, state and local laws.

The City of Holly Hill complies with applicable state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

1.2 GENERAL STATEMENT

Except for those employees whose rights are addressed by collective bargaining agreements, any employees not covered by a collective bargaining agreement shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the appeal grievance committee of any action taken by the administration of the city government pertaining to his/her employment or employment rights established under the rules and regulations of the City of Holly Hill.

This manual contains general statements of City policy and should not be read as including the fine details of each policy nor as forming an expressed or implied promise that the policies discussed in it will be applied in all cases.

Employees are encouraged to recommend changes to this policy to the Human Resources Manager.

The City Manager shall have the authority and responsibility for equitable interpretation and effective implementation and general administration of the Policies and Procedures manual and has final administrative authority.

1.3 AMERICANS WITH DISABILITIES

The City is committed to providing equal employment opportunity for individuals with disabilities in compliance with the ADA and all other applicable federal, state and local laws.

- Reasonable accommodation will be provided to all qualified candidates.
- All employment decisions will be based on the qualifications of the individual in accordance with defined job criteria.
- Upon request employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA.
- All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria not the disability of the individual. An employee may be medically separated if the City is unable to provide a reasonable accommodation or if the employee refused to accept an offered position.

1.4 COVERED EMPLOYEES

Unless subject matter is specifically addressed under a collective bargaining unit these Personnel Rules and Regulations shall apply to all employees.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

1.5 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures that govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

1.6 CODE OF ETHICS

Employees of the City shall comply with the requirements set forth in the Code of Ethics for Public Officers and Employees established in Chapter 112, Florida Statutes. The City has set standards for Ethics for its employees as follows:

Employees shall always use their positions of authority with fairness and honesty and avoid preferential treatment to any person, contractor or vendor.

Employees must use the powers and resources of the City entrusted to them to support and implement the policies and programs adopted by its elected officials.

Employees shall be committed to being educated on a regular basis as to their ethical obligations.

Employees shall not use their position of public trust in seeking personal gain for themselves, family members or other individuals.

Employees shall operate with transparency and without undue influence that could impair their impartiality in the performance of their public responsibilities.

Employees shall avoid any conduct that might undermine the public trust by making objective, fair and impartial decisions.

Employees shall not act in any manner that may discredit the City, public officials, fellow employee(s), or themselves; provided, however, employees shall have the right to report fraud, waste or abuse. The rights of employees under “whistleblower legislation” shall be honored and respected.

Employees shall avoid personal relationships with co-workers or individuals doing business with the City that could give the appearance of favoritism, preferential treatment, personal gain, or can reasonably be expected to undermine discipline, authority or morale.

If an employee is uncertain if any anticipated personal action, dealing or contractual relationship complies with Florida Statutes, he or she shall submit a request for guidance with a complete factual background to the City Manager.

1.7 DRESS CODE AND PERSONAL APPEARANCE

The public, professional associates, and other city employees judge our professionalism and commitment to high standards, fairly or unfairly, by our appearance. Employees shall maintain high standards of professional appearance as deemed appropriate by their Department Head.

Employees working in potentially hazardous jobs shall wear the appropriate safety clothes, gear and equipment as required by their specific employment assignment.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

It is the city's expectation that the employees use good judgement in maintaining appropriate dress and grooming. The immediate supervisor shall be responsible for addressing matters with their employees with regard to inappropriate attire. If the situation is sensitive or uncomfortable for the immediate supervisor, Human Resources may be present in discussing the matter.

Business office attire is the acceptable form of attire for non-uniformed employees. Each department has the ability to establish their own departmental dress code, subject to City Manager approval.

Casual Day/Special Event Days

Every Friday has been designated as Casual Day for non-uniformed employees, . On Fridays, the following attirejean pants may be worn: - Jean pants (any color, any style – with the exception of form fitting), however, faded, acid washed or ripped jeans are not permitted. Leggings are not permitted to be worn on casual days or any other work day as a substitute for pants. Polo style shirts with the City of Holly Hill logo or a similar appropriate golf, polo style shirt may be worn. The City Manager may allow other attire for designated City sponsored events.

1.8 COMPUTER USAGE AND INTERNET POLICY

The City's computers, network, and related equipment and services should at all times be utilized only for activities which are consistent with the City's business.

Employees are prohibited from accessing, transmitting, downloading, uploading and viewing offensive material on City computers, equipment, or network, or through the City's internet access. Examples of offensive materials include, but are not limited to, sexually, culturally or racially offensive materials; obscene, vulgar or profane materials (including sexually-explicit materials); inflammatory or abusive materials; and unlawful materials. If, while utilizing City's computers or Internet access, an employee encounters unsolicited materials which may violate this policy (such as "pop-up" advertisements or unsolicited email communications), the employee is should report the incident to his or her supervisor.

City computers and internet access shall not be utilized for unlawful purposes including, but not limited to, copyright infringement, libel, slander, fraud, plagiarism, forgery, impersonation, computer tampering, spreading of computer viruses, and harassment.

City computers and internet access shall not be utilized for any of the following activities:

- Commercial activities
- Religious causes
- Solicitations of any kind
- Gambling
- Dating
- Personal Social Networking
- Political activities
- Activities not directly related to assigned responsibilities
- Downloading files or software without approval from the IT Manager
- Activities which are disruptive of the City's mission or the performance of any employee's assigned responsibilities

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

All electronic information transmitted, received, accessed or contained on City computers or through the City's internet access is the property of the City of Holly Hill. Management shall have the right to view and monitor all internet and computer usage conducted using City computer equipment and/or the City's internet access, including e-mail communications, text and instant messaging. Documents generated from City computers will be saved and a record may be created to record the computer usage even where the user attempts to delete it. E-mail and internet usage, as well as all other computer records, will be inspected by management from time to time to ensure they are being used consistent with this policy. Employees do not have any expectation of privacy with respect to any of this information.

Employees who utilize City computers or internet access shall be deemed to consent to this policy. All employees are responsible for complying with the terms of this policy. Employees who fail to abide by the terms of this policy are subject to disciplinary action, up to and including dismissal from employment.

The City recognizes employees may send and receive limited amounts of personal e-mail to or from their City-supplied computer. However so long as such use does not violate the prohibitions discussed above.

1.9 COMMUNICATION DEVICE POLICY

The City will issue a communication and/or tablet device for work-related communications during the workday. To protect the employee from incurring a tax liability for the personal use of this equipment, such devices are to be used for business purposes only. In extenuating situations, you may use the City device for personal business.

Personal devices may be carried by staff during the workday, but use must be kept at a minimum, and never at times and places that would endanger the employee, the public, or City equipment.

Employees may not add or delete any application without direct instruction from the IT Department, nor alter settings (GPS tracking, etc.…) on the device which decreases the ability of the City to communicate with the employee, or collect operational data.

Employees in possession of City communication equipment are expected to protect the equipment from loss, damage or theft. Equipment should remain within the provided case for protection. Report any loss, damage or theft immediately to your supervisor. Should repeated incidents occur, employees are subject to disciplinary action, up to and including dismissal from employment. Upon resignation or termination, or at any time upon request, the employee will be asked to produce the device for return or inspection. Employees unable to present the device in good working order within the time period requested, may be expected to bear the cost of a replacement.

1.10 SOCIAL MEDIA POLICY

It is the responsibility of all City employees engaged in the use of social media utilized by the City to be familiar with the City's current social media policy.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

2 ~~HUMAN RESOURCES MANAGER~~PERSONNEL POLICIES & PERSONNEL FILES

2.1 RESPONSIBILITIES

It shall be the responsibility of the City Manager~~, or~~ and the City Manager's designee~~s,~~ to ~~direct the administration of~~administer the personnel policies set forth by City Commission ~~through ordinances, or~~as adopted and updated by resolution.

It shall be the responsibility of the Human Resources Manager to ensure all employees are made aware of the City's personnel policies and provided with updates. In addition, it shall be the responsibility of the Human Resources Manager to maintain the personnel files of all employees to insure compliance with applicable federal and state personnel laws.

3 EMPLOYMENT STATUS AND JOB CLASSIFICATIONS/DESCRIPTIONS

3.1 GENERAL STATEMENT

Job classifications and job descriptions are established and maintained by the Human Resources Department with the approval of the City Manager.

Written job descriptions are developed, maintained and continually reviewed for all City positions. They are utilized as the basis for establishing the minimum recruitment qualifications for attracting candidates for employment. These include, but are not limited to, a description of the position function, characteristics of work performed, examples of work and minimum qualifications. Specifications are designed to be descriptive and explanatory of the types of work generally performed, but are not necessarily inclusive of all duties that may be assigned from time to time.

The City may change job descriptions from time to time to expand, reduce or clarify the job dimensions and/or responsibilities of any classification. The City will attempt to provide employees with as much advance notice of any change as practicable.

Each City department maintains a copy of current job descriptions for authorized job classifications assigned to that department.

All job descriptions are intended to be only generally descriptive of a classification's qualifications and duties, and not exhaustive statements of such qualifications and duties. The City reserves the right to assign, change, or delete specific job duties, or add, amend or delete specific qualifications. The City may also from time to time assign employees additional duties without the necessity of formally amending the job description.

City representatives are not authorized to modify this policy or to enter into any agreement, oral or written, contrary to this policy. City personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the City which are not consistent with City policy. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the at-will nature of management position employment or imply that discharge will occur only for cause.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

This policy may not be modified by any statements contained in this manual or any other employee handbooks, employment applications, recruiting materials, or memoranda provided to applicants or employees in connection with their employment.

None of these or other documents, alone or when combined, can create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment. Similarly, City policies and procedures with respect to any matter are not to be considered as creating any contractual obligation on the City's part or as providing in any way that termination will occur only for "just cause". Statements of specific grounds for termination set forth in this manual or in any other City documents are examples only, not all-inclusive lists, and are not intended to restrict the City's right to terminate management employees.

3.2 EMPLOYMENT CLASSIFICATIONS ~~CLASSIFIED SERVICE~~

Regular employment positions within the City shall be classified in accordance with federal and state laws. The City Manager may supplement the regular work force with seasonal employees, or other forms of flexible staffing when needed, due to peak work load, employee absences or other situations.

Employees hired into full time positions must serve a probationary period. During this period employees are subject to dismissal for just cause, no cause, or any cause. Upon successful completion of the probationary period, such employees shall continue in regular service status in said position.

3.3 DEFINITIONS

Regular Full-time Positions are approved in the budget, are assigned a position code and work at least ~~40~~ 30 hours per week except employee assigned to shifts that may result in non-uniform work weeks.

Regular Part-time positions are approved in the budget, are assigned a position code but work less than 30 hours per week, and less than 130 hours per month.

Seasonal Positions are those positions that supplement the regular work force, are permanent annually budgeted positions that are filled for less than six (6) consecutive months and less than 1040 hours per fiscal year.

Temporary Positions provide the ability to staff a position that is not continuously budgeted and will not be authorized for more than six (6) months, and/or requires work to be performed intermittently or on an as-needed basis, unless approved by the City Manager. The general terms and conditions of the specific Temporary Employment assignment are detailed in a Temporary Agreement Form, established and mutually endorsed by the hiring authority and the Temporary Employee, with the approval from the Human Resources Manager and the City Manager. Employees filling temporary positions do not receive benefits.

Temporary Emergency positions are established on a temporary basis as a result of a state of emergency as declared by the Governor due to a disaster caused by destructive storms, winds, floods, fires, earthquakes, freezes, or other similar emergencies.

Internships are either paid or unpaid assignments in which students spend time for the purpose of gaining experience and/or completing academic requirements. Internships are designed for students enrolled in an accredited educational or vocational program. Students must be completing coursework in an appropriate field of study as determined by the hiring department. Internships may be either full-time or

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part-time. Interns do not receive benefits except as required by law. Students must be enrolled in at least one class with the exception of summer semester(s) and other designated school breaks.

Paid internships may not exceed the six (6) month limit placed upon positions of this type unless approved by the City Manager. Funds for these types of positions should be approved through the budget process but may also be approved by the City Manager. Ongoing budgeted/paid positions must meet FRS internship definitions as a Bona Fide intern (enrolled in a full-time status).

3.4 PROBATIONARY PERIOD

New or existing employees hired into full time employment positions shall serve a probationary period of at least six (6) months; the minimum probation is one (1) year for police officers and firefighters. The probationary period is extended by the number of unpaid workdays during the 6-month period/1-year period for police and firefighters. This does not apply to compensated leave time. Employees who are promoted into a full time employment position must serve a minimum of a six (6) months probationary period in the same manner as a new employee. Supervisors are to observe the performance of each probationary employee. Strengths and weaknesses in performance, attendance, conduct or behaviors are to be brought to the employee's attention.

Performance expectations should be prepared and reviewed with each employee hired into a new position within thirty (30) days from the date of hire, and a formal review at six (6) months, one (1) year and annually thereafter.

One month prior to the end of the position's established probationary period, a written evaluation of an employee's performance must be completed. The evaluation is to include a recommendation as to whether the employee should continue in the position. The evaluation should be forwarded to the Department Head for comment/signature and then to Human Resources for inclusion in the employee's personnel file. A copy shall be provided to the employee.

Employees will be permitted to continue in their new position if they are given a satisfactory evaluation.

If the employee's service is unsatisfactory anytime during their probationary period, or upon review prior to the end of their probationary period, employment may be terminated at the recommendation of the Department Head and final approval of the City Manager.

During this probationary period employees are employed "at will" and are subject to dismissal for just cause, no cause, or any cause.

Under extenuating circumstances the Department Head may request that the probationary period of the employee be extended for a period not to exceed three months and must be approved by the City Manager.

3.5 ANNUAL PERFORMANCE EVALUATION

The Human Resources Manager shall administer a program to evaluate the quality of each classified employee's work performance and work behavior. Written employee evaluations must be done on an annual basis on the employee's anniversary date.

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A supervisor evaluates the work performance of each permanent full time employee who has completed an initial probationary period, then six (6) months following the end ~~to~~ of the employee's probationary period and each year thereafter.

Employee performance evaluations shall be used for, but not limited to, the following purposes:

- Documenting the supervisor's perception of the quality of each employee's work performance and work behavior.
- Advising the employee of strengths and weaknesses of his/her performance and work behavior.
- Providing the employee with the supervisor's recommendations and expectations for improvement.
- Aiding supervisors in improving the effectiveness and efficiency of their operations.
- Providing the employee with information on training, education and professional development that would increase the scope of their knowledge and/or provide a platform from which future opportunities within the City may become attainable.
- Documenting the basis for employee promotion, counseling, demotion, or disciplinary action. However, the performance evaluation should not be used as the only reason for disciplinary action.
- Aiding in determining an employee's eligibility for any merit increase if applicable. When a performance evaluation has been finalized by the immediate supervisor and reviewed by the department manager, HR, and City Manager, it shall then be discussed with the employee, who shall be asked to sign the evaluation acknowledging receipt and allowed to attach any comments the employee wishes to make. Written comments attached to a performance evaluation by the employee shall become a part of that evaluation. The employee may refuse to sign the evaluation, but signing the evaluation does not necessarily mean that the employee agrees with the final evaluation. The employee may note on the evaluation that they do not agree with the evaluation. Evaluations are not subject to the grievance process.

While supervisors will strive to make evaluations complete, evaluations are not intended to, and will not be considered to, forgive substandard job performances or misconduct which is not specifically detailed in the evaluation, but which has been the subject of previous disciplinary reports, other documentation, or oral counseling.

If an employee receives an unsatisfactory rating in any category, the employee's unsatisfactory performance area must be re-evaluated again in three (3) months at which time they will be placed on a performance improvement plan. A letter or memorandum must be written by the supervisor (or rater) to document the improvement or lack of improvement in the rated area and submitted to the Human Resources Department. A lack of improvement in the unsatisfactory area of performance could result in disciplinary action.

~~**Annual**~~

~~A supervisor evaluates the work performance of each permanent, full-time employee who has completed an initial probationary period, then six (6) months following the end of the employee's probationary period and each year thereafter.~~

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All standards with regards to performance are identified in the current and approved Performance Evaluation Manual and are therefore made a part of this document.

3.6 EMPLOYEE VOLUNTEERS

The City of Holly Hill believes that volunteers make a positive difference to our community. Volunteering is an activity where employees decide, freely and by choice to help achieve the City's goals without expectation of financial or other reward in-kind. Employee Volunteers benefit through direct engagement with our citizens while building a bond with the community. We understand that ~~individuals~~ our employees volunteer for many reasons and we value their contributions, commitment and participation. Their involvement compliments the work the City undertakes, but does not replace the work of paid staff members. All City approved and authorized volunteers are covered for volunteer-related injuries under the City's workers compensation and liability insurance policies whether they are also employed by the City or strictly volunteers of the City.

~~3.7 RISK MANAGEMENT~~

~~City Volunteers are covered for work related injuries by our Workers Compensation Insurance. Volunteers are also covered by the City's liability insurance policy.~~

4 RECRUITMENT & SELECTION PROCESS

4.1 JOB VACANCIES

It is the policy of the City to be an equal opportunity employer and hire individuals best qualified for open positions. Through the selection and recruitment process, the City will build a diverse workforce that is successful in their endeavors.

In accordance with the Annual Budget and as position vacancies occur, requests to announce and fill job vacancies are initiated by the Department Head and submitted to the Human Resources Manager.

Applications and/or resumes are accepted ONLY for those positions for which the City is actively recruiting.

All position vacancies will be posted as Open until Filled.

Human Resources is responsible for initial screening for all recruitments and forwards screening and applications/resumes to the hiring manager.

Human Resources is responsible for notifying all non-selected candidates of the status of their application.

All offers of employment will be coordinated with Human Resources to ensure accomplishment of pre-employment testing, background and reference checks.

The City Manager may authorize the dual encumbrance of a position at his/her discretion in support of the business needs of the City through transition of new personnel into the role of an employee leaving City service.

4.2 VETERANS PREFERENCE

Per Florida Statute, it is the policy of the State of Florida to give preference to eligible veterans and spouses of veterans in appointment and retention, reinstatement and promotion in positions of public

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employment. As a political subdivision, the City of Holly Hill applies this policy in employment. Documentation must be submitted at time of application.

4.3 MEDICAL EXAMINATIONS

It is the policy of the City that applicants to whom a conditional offer of employment has been extended may be required to submit to medical tests or examination. In addition, ~~to~~ current employees, to the extent permitted by applicable federal or state law, may also be required to submit to medical (including psychological) tests or evaluations.

Successful candidates for sworn police and fire positions will be required as a condition of employment to pass a medical examination to establish both their fitness to perform the job for which they have applied and their fitness to do so without endangering the health and safety of themselves or others. Employees may be required to have a medical/psychological examination on other occasions when the examination is job-related and consistent with business necessity or as required by applicable federal, state or local law. Such occasions may also arise during the course of employment when there is the potential for ~~expose~~ exposure to toxic or unhealthy situations, when the employee is being considered for transfer or promotion, or when there is a question concerning the employee's ability to perform the duties of the job they are being considered for.

- Employees are encouraged, but not required, to have physical examinations periodically during their employment and to participate in wellness programs.
- Medical examinations required by the City will be paid for by the City and performed by a designated health care practitioner or licensed medical facility. Examinations paid for by the City are the property of the City and are to be treated as confidential and held in separate medical files. Records of specific examinations, as required by law or regulation or required by appropriate business practice, will be made available to the employee, persons designated and authorized by the employee, or other agencies or persons as allowed by law.
- Employees who need to use prescribed drugs while at work, when such use may impair their ability to perform their job safely and effectively, must report this requirement to their immediate supervisor. Depending on the circumstances, employees may be reassigned, restricted from performing certain tasks, or even prevented from working if they are judged not able to perform their jobs safely and properly while taking prescribed drugs.
- The City reserves the right to require any employee who is returning to work from an absence due to an injury or illness to report to Human Resources and provide a health care provider's certification of the employee's ability to return to work before the employee is released to duty.

4.4 REFERENCE CHECKS

The Human Resources Department is solely responsible for responding to inquiries concerning current and former employees. The Human Resources Department will only provide information about current or former employees, which can be disclosed in accordance with Florida Law.

Each department which receives a request for an employment reference or recommendation concerning a former or current employee shall forward the request to the Human Resources Department for response. The Human Resources Department, will not comment upon its perception of the current or former employee but will only verify dates of employment, rates of pay and positions held.

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The hiring department may elicit reference check information concerning prospective employees provided it is accomplished objectively.

4.5 NEPOTISM

In compliance with Chapter 112 Florida Statutes, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official.

"Public official" means an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion or advancement in connection with employment in an agency.

"Relative" for this purpose means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

If two employees change their family relationship as to come in conflict with these prohibitions, one of them shall be transferred to a different department if possible, voluntarily reduced in range to a sufficient level such that neither party is in a direct supervisory role, or separated from the City service.

It is the policy of the City no two related employees shall work together on the same team or workgroup.

5 TERMINATION OF EMPLOYMENT

5.1 RESIGNATION WITH NOTICE

A resignation with notice is defined as a written notice by the employee provided to the supervisor which includes the reason for resignation at least two weeks prior to the departure date. This notice requirement is increased to at least three weeks for division heads and four weeks for department heads. ~~It is preferred that department heads and division heads provide at least a four week written notice prior to departure date~~An employee must work each day of the required notice in full, or extend his/her notice accordingly.

The City Manager ~~can~~ may negotiate a lesser period of notice or waive the requirement for notice at his discretion for the betterment of the organization and for extenuating circumstances on a case-by-case basis.

5.2 RESIGNATION WITHOUT NOTICE

A resignation without notice is defined as any notice by the employee written or orally provided to the supervisor that is less than ~~two weeks from the employee's departure date~~the notice requirement.

5.3 RETIREMENT

A notice of retirement is defined as the employee's eligibility to retire under the qualifications of an early, normal retirement or disability retirement under the guidelines of the City's ~~pension~~ retirement plan. A written notice must be provided to the supervisor ~~at least two weeks prior to retiring~~in accordance with the resignation with notice requirement.

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5.4 DISCHARGE

A discharge is the employer's action to terminate the employment of an employee due to a violation of a city policy or unsatisfactory performance.

- Failing to successfully complete a Probationary Period: type of discharge resulting from unsatisfactorily completing the probationary period (length of probationary period as dictated by union contract).
- Abandonment of Position: type of discharge resulting from an employee's voluntary absence from the job without approved leave for two (2) consecutive working days, without intention to return is deemed to be an unwritten resignation.

Employees terminated for cause are ineligible for rehire for two years following their termination. Exceptions must be approved by the City Manager.

5.5 TEMPORARY POSITION ENDED

A temporary position is ended by the employer when the position is no longer needed and is usually established for a specific time frame.

5.6 LAY OFF

Employees may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the elimination of a position or changes in job duties or organizational structure, or for any other reason deemed necessary by the City Manager.

In the event the City Manager determines that a reduction in the work force is necessary, several factors will be taken into consideration to determine which employees will be affected.

The order of such layoffs in most cases will be based on a combination of employee's ability to perform the required work, the employees' performance evaluations for the past three (3) years and length of service with the City. The City's Equal Employment Opportunity Policy and Veteran's Preference will be considered in the determination of layoffs.

On or after July 1, 2011 per Florida Statute 443, an officer, agent, employee, or contractor may receive severance pay that is not provided for in a contract or employment agreement if the severance pay represents the settlement of an employment dispute. Such severance pay may not exceed an amount greater than 6 weeks of compensation. The settlement may not include provisions that limit the ability of any party to the settlement to discuss the dispute or settlement.

Severance pay may be authorized by the Commission. If approved it will be paid according to the following schedule:

Length of Service	Amount of Severance
Less than 6 months	None
6 months to 3 years	One (1) week regular pay
4 years to 6 years	Two (2) weeks regular pay
7 years to 9 years	Three (3) weeks regular pay

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10 years or more Four (4) weeks regular pay

The decision to lay off employees shall not be appealed in accordance with the grievance procedure as outlined in these rules and regulations.

Discrimination against any employee in the layoff process on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws.

The Human Resources Department may provide employees affected by a layoff with transition support services for up to 90 days beyond the date of layoff.

5.7 RECALL

Names of employees laid off by the City will be maintained on a recall register for a period of eighteen (18) months. During this period, should an appropriate job become available, one in which the laid off employee has adequate job related skills; the former employee will be notified.

Following the notice, the employee would subsequently be treated like any new applicant applying for City employment. The employee on recall who is notified of a position opening will compete with other applicants for the position.

Should a laid off employee refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

5.8 DECEASED

The termination of employment due to the death of an employee.

6 COMPENSATION

~~6~~ The City Manager must approve any change to an employee's compensation and the effective date thereof. The City Manager or designee must administer these rules and regulations with the budgetary constraints established each fiscal year. The payment of salaries and granting of salary increases is always subject to the availability of adequate funding.

6.1 PAY INCREASES

At the discretion of the City Manager, Employees may receive a salary increase by means of across-the-board increase, cost of living, promotion, step increase, reclassification, pay range adjustments or salary adjustments based on market data. All pay increases will be effective the first day of the first full pay period following the date earned or otherwise authorized.

Pay increase for non-union employees are provided annually based upon the average of pay increases, if any, provided to members of the collective bargaining agreements which cover union members or at the recommendation of the City Manager and approved by the City Commission.

6.2 PROMOTIONS

A promotion occurs when an employee is moved from a position in one class to another position in a different class that has a higher maximum salary.

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The promoted employee may receive a salary increase to at least the minimum rate of the new pay range or five percent (5%) whichever is greater (or as dictated by union contract). An amount higher than minimum can be considered by the City Manager if the individual's experience, skills or qualifications merit a higher than minimum rate adjustment.

6.3 DEMOTIONS

If an employee is demoted to a lesser classification, the demotion shall include a reduction in pay. There are two types of demotions.

- Voluntary Demotions - at the employee's request to a position, which involves a reduction in classification level. Voluntary demotions shall include a salary adjustment to the new pay range and may not exceed the maximum of that range. The percentage of adjustment shall equal the difference between the job classifications.

- Involuntary Demotions initiated by the City
  Involuntary demotions may include a salary adjustment to the new pay range ~~promotion~~ demotion or a reduction of 15% of gross wages whichever is the lessor amount (or as dictated by union contract) or a reduction equal to the wage increase received for the promotion. If the lessor amount is in excess of the new salary range, no additional adjustments will be made while the employee is outside of the pay range.

  However, an employee shall not receive more than a 15% reduction in pay for involuntary demotions during a 5 (five) year period regardless of the number of involuntary demotions. This does not include reductions in pay for voluntary demotions and demotions for just cause.

  If an employee applies for a new position because his or her current position is being eliminated, such a transfer shall be deemed an involuntary transfer.

  Demotions for Just Cause - Employees may be demoted for disciplinary reasons or when performance evaluations reflect below satisfactory ratings. The pay of the employee will be adjusted to the new range the employee is demoted into.

  Demotions for just cause shall be in accordance with the City's rules and regulations and in accordance with Union contracts.

6.4 TRANSFERS

Employees transferred to a position in the same classification or to a different position with the same pay grade are considered a lateral move and are not eligible for an increase.

Employees transferred to another position in a lower classification or grade shall be handled in accordance with the rule established for Demotions.

6.5 RECLASSIFICATION/ORGANIZATIONAL CHANGES

When a position is reclassified to a higher class, adjustments to salary will be handled in the same manner as a Promotion.

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When a reclassification results in assignment to a lower class, adjustment will be made in accordance with the rules for Demotion.

6.6 TRAINEE CATEGORY

In instances where recruitment efforts do not yield a candidate for selection, the Department Head may request the appointment of a 'TRAINEE'. In such cases, a candidate for hire whose background and experience most closely matches the knowledge, skills and abilities required of the position to be filled could be hired at a rate of ten percent 10% below the minimum salary, until the Trainee has met the minimum qualifications for the position.

This category is used to train people on-the-job who have the potential to do the work, but lack some of the skills or experience needed. The typical time a person remains in a trainee category would be a minimum of six (6) months and a maximum of two (2) years or may be extended at the discretion of the City Manager. This time period would depend upon the skills or experience needed in individual cases.

6.7 OVERTIME WORK

The typical work week for all full time employees shall be forty hours except for those positions assigned to shifts, i.e. Police, Fire and Utilities. The employment and work programs of each department should be scheduled to reduce or eliminate overtime work.

It is anticipated employees may be required to work when necessary to complete assignments or meet deadlines. Department Heads may schedule overtime or extra shifts when necessary. Employees are eligible to receive overtime compensation at the rate of one and one half times their regular rate of pay for all hours worked in excess of forty hours in one work week.

Employees are required to be present at their assigned work location for the total designated hours in their prescribed workweek unless their absence is authorized and documented by an approved leave request. All absences shall be properly recorded and charged to the employees leave record.

Employees in classifications exempt from overtime payment shall be compensated by a regular salary on the basis that extended workdays and/or workweeks may be required to accomplish the assignments of their positions. Such employees are expected to work whatever reasonable hours are necessary to complete assignments and successfully execute the duties and responsibilities of their position.

Job classifications are designed by the City as either exempt or non-exempt for overtime pay purposes in accordance with the Fair Labor Standards Act.

Unscheduled leave (including personal leave, sick leave, extended sick leave, bereavement leave, jury duty leave ~~and leaves of absence~~or any leave which was not scheduled and approved in advance) ~~are~~ is not considered as time worked to accumulate total weekly hours required to be eligible for premium overtime pay. Any leave scheduled and approved in advance may be considered as time worked to accumulate total weekly hours required to be eligible for premium overtime pay.

Non-exempt employees shall not "work" while on sick leave, vacation or other paid leave. "Work" includes accessing the City's email system while on leave Department Heads, Managers and Supervisors shall ensure that no overtime will be worked, with the exception of a declared emergency, unless authorized in advance.

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6.8 COMPENSATORY TIME

At the discretion of the Department Head, non-exempt employees (employees eligible for overtime) will be eligible to accumulate Compensatory Time in lieu of paid overtime up to a maximum of 24 hours or as dictated by union contract agreements. Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

At the Department Head's discretion, Unscheduled Comp Time, defined as Compensatory Time used when it is NOT scheduled in advance, may be utilized only for unforeseen situations such as a transportation problem that results in a late arrival for work, an emergency experienced by an employee's family member or other similar unforeseen matter. Employees abusing the use of Unscheduled Comp Time may be subject to disciplinary action.

When an employment action occurs which places an employee in a position which cannot accrue compensatory time, any existing balance will be paid out at the employee's base hourly rate which was earned just prior to the position change necessitating this action.

6.9 ACTING PAY

The City recognizes its responsibility to reasonably compensate employees. Acting pay status may be granted to employees temporarily assuming the full responsibilities of a higher pay grade.

6.9.1 Classified Service Employees

Acting pay status may occur for permanent full time employees, at the request of the Department Head, when an employee has fully assumed the duties of an absent employee in a higher pay grade. When it is anticipated a classified position will be vacated for a period extending more than five (5) calendar days, or as dictated by union contract agreements, the Department Head, with City Manager's approval, may grant the employee, temporarily assuming the full duties of the higher pay grade, a five percent (5%) salary increase or the minimum hourly wage of the higher paygrade, whichever is greater, not to exceed a fifteen percent (15%) increase above the employee's normal rate of pay.

6.9.2 Reinstatement to Previous Position

Upon reinstatement to the employee's previous job classification, the employee will receive the hourly rate of pay earned prior to the time acting pay status was granted, in addition to any salary increase/wage adjustment that may be applicable.

6.10 HOLIDAYS

6.10.1 Holiday Pay

All full time employees on the active payroll by the date of the holiday are eligible for holiday pay at their regular rate of pay.

An employee must be in a paid status the day before a holiday and the day after the holiday in order to be compensated for the holiday. Paid Status in this context means the employee is compensated for *hours worked (*based on the work schedule) the day before and the day after the holiday or compensated through the use of *accrued paid leave* (i.e., comp time, vacation, personal leave, sick leave) the day before and the day after the holiday.

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Employees receiving occupational injury or occupational illness pay through Workers' Compensation are eligible for the amount of holiday pay that will supplement the Workers' Compensation benefit so the amount payable is as if the employees were present for a normal workweek.

When a holiday is observed on a scheduled workday, full-time eligible employees may be paid up to the number of hours of work usually scheduled for that day.

Permanent part-time employees, who work a minimum of twenty (20) hours per week will be paid four (4) hours as holiday pay. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.

6.10.2 Overtime/Holidays

When an employee does not work on a holiday but receives holiday pay, these hours are considered as time worked to determine if an employee has satisfied the minimum hours per week required to be eligible for premium overtime pay.

6.10.3 Work During Holidays

Each eligible employee is entitled to enjoy a certain number of officially designated holidays while employed by the City. However, if the work requirements of the Department are such that an employee is required to work on any official holiday, employee receives holiday pay for the hours actually worked at a rate of one and one-half (1 ½) times the employee's regular hourly rate.

6.10.4 Holiday Falling on Weekend

When a holiday falls on Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

6.10.5 Holidays During Paid Leave

Employees on vacation or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave and will receive holiday pay.

6.11 MINIMUM CALL BACK PAY

Minimum call back pay is provided to compensate off duty employees who are not on assigned standby duty and who are assigned to report to work on an unscheduled basis.

An employee eligible for call back is paid for the actual hours worked or a minimum guarantee of three (3) hours straight time pay, whichever is greater.

Employees are eligible for call back pay as follows:

- Any nonexempt employee who is off duty and required to report to work on an unscheduled basis is eligible for call back pay, providing the reporting time is more than three (3) hours before the start of the employee's next regular shift.
- When an employee is on duty and directed or assigned to continue or remain at work, the extra work time is considered as scheduled work. The employee is not eligible for the minimum call back pay.

6.12 CLOTHING ALLOWANCE

The City provides a clothing allowance to its employees on the following basis:

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- As stipulated under a collective bargaining agreement.
- For those employees who are required to wear a uniform shirt the City will provide an annual allowance of $100.00 per year for the purchase of pants, which is paid during the first quarter of the fiscal year. Employees will be provided five (5) shirts upon hire and three (3) new shirts annually, each October.
- For those employees who are not required to wear a uniform shirt the City will provide an annual allowance of $200.00 per year which is paid during the first quarter of the fiscal year.

~~6.12~~6.13 WORK BREAK

The typical work day is a nine-hour day with a one-hour unpaid meal break. Each Department Head may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

- No single work break exceeds fifteen (15) minutes absence from the employee's assigned work duties.
- Employee shall not accumulate unused work breaks, and work breaks cannot be used to cover an employee's late arrival or early departure from duty.
- Work breaks may be cancelled whenever the needs of the City dictate such action. Breaks may not be combined with a meal hour or any other break, nor used to provide a later reporting time or earlier quitting time.

~~6.13 EFFECTIVE DATE~~

~~The effective date of any pay increase shall be as approved by the City Manager.~~

~~The City Manager or designee must administer these rules and regulations with the budgetary constraints established each fiscal year. The payment of salaries and granting of salary increases are always subject to the availability of adequate funding.~~

6.14 COMPENSATION PROCEDURE FOR EMERGENCY SUSPENSION OF CITY OPERATIONS

In the event of extreme weather or other emergency conditions that pose a hazard to the safety of City employees or the public or which make normal operations impractical, the City Manager or his designee may suspend all or part of a normal work day.

In the event such determination is made the City Manager shall notify all Department Heads of the effective time of the suspension of operations; Department Heads shall notify all affected employees in their department. Such notification shall include the time of scheduled resumption of normal operations.

- When City operations are closed down before the start of a scheduled workday, employees normally scheduled to work who are instructed not to report to work will receive full pay for the workday. Employees instructed to report to work but failing to report shall, at a minimum, have their accrued leave charged or shall be denied pay if no accrued leave ~~are~~ is available. Depending on the circumstances, a refusal to report to work may lead to disciplinary action, up to and including termination.

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- All temporary and part-time employees not required to work, as part of the City's Emergency Management Plan (non-essential employees) shall not be compensated until normal operations resume.
- Non-exempt employees, part-time and temporary employees required to work as part of the City's Emergency Management Plan, (classified as essential employees) shall be compensated in accordance with City policies for actual hours worked and in accordance with the Fair Labor Standards Act.
- Exempt employees required to work as part of the City's Emergency Management Plan, or in which department operations are not suspended. Exempt employees (essential employees) who work in excess of 40 hours per week, at the direction of the City Manager shall be provided additional compensation when all of the following conditions are met:
    - an emergency or disaster has been declared by an authorized local, state or federal authority;
    - the employee is called in and/or required to work in excess of six (6) hours for non-department head exempt employees and in excess of twelve (12) hours for department head exempt employees:
        - in addition to normally scheduled hours on any day, or
        - on a normal day off during the pay period
- The additional compensation of these hours shall be calculated back to the first hour and will be paid as follows:
- Non-department head exempt employees shall be paid on an hourly basis at time and one-half (annual salary divided by 2080 hours of work in one year x 1.5)
- Department head exempt employees shall be paid on an hourly basis at straight time (annual basis divided by 2080 hours of work in one year)
- Nothing herein shall be deemed to reduce or alter the regular salary payment for exempt employees at times other than those specified above.

Once the City resumes normal operations, all employees are expected to report as normally required. Depending upon the effect the disaster has on an employee, the Department Head may authorize the use of leave to allow the employee to take care of personal needs.

An employee who fails to report for duty when required will be subject to disciplinary action up to and including discharge.

7 BENEFITS

7.1 VACATION LEAVE

This section applies only to employees who did not participate in the City's 2019-2021 Personal Leave conversion; this section does not apply to employees hired after that.

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The Department Heads shall determine when vacation leave shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads; Employees will be given preference as to vacation time according to continuous length of service.

Vacation	
Years of Service	Days per Year
0 - 3	10
4 - 8	13
9 - 13	15
14 -18	18
19 - 23	23
24 - 28	25
Over 28	27

~~Regular full-time probation employees earn vacation leave following the above schedule. Leave shall not be available for use until completion of the six (6) month probationary period.~~

Vacation leave will be paid at the employee's current rate of pay. As vacation leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

An employee must provide a 3-day advance notice to request the use of vacation leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

Department Heads, on a case-by-case basis, have the discretion to waive the advance notice requirement.

Vacation leave may be accumulated to a maximum of 90 working days.

Any employee being separated from the service of the City shall be reimbursed for any unused vacation leave or time to his credit at the rate of pay in effect at the time of separation.

~~Permanent, part-time employees who work a minimum of twenty (20) hours per week shall earn twenty (20) hours of personal leave year on their anniversary date. The personal leave hours will not accrue from one year to the next, and will be forfeited if not used within the anniversary year. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.~~

7.2 SICK LEAVE

~~All regular full-time employees shall be credited sick leave with pay at the equivalent rate of one day per month for each month of continuous service up to a maximum of 90 days. Sick leave benefits shall not accrue during any leave of absence without pay.~~ This section applies only to employees with Sick Leave remaining to them individually after the City's 2019-2021 Personal Leave conversion; this section does not apply to employees hired after that.

Sick leave shall not be considered a right or a privilege to be used at an employee's discretion, but rather, may be granted only for:

- Incapacity due to illness, pregnancy, or injury.

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- Medical, dental, or vision examination or treatment.
- Legal quarantine due to exposure to contagious diseases.

Serious illness in the immediate family, defined for this purpose as consisting of the employee's spouse, children, step-children, parents, brothers, sisters, grandparents, or other dependent relative residing with the employee on a permanent basis.

Claiming sick leave when not entitled shall be just cause for disciplinary action, including suspension, demotion, or dismissal. Employees using accrued sick leave shall be considered to be working for the purpose of accumulating additional sick leave.

Sick leave is to be granted for the purposes as stated above, therefore, an employee shall not be entitled to use any accrued sick leave during their notice period prior to their date of termination, unless upon their return to work, an employee provides a note, or receipt from a physician or health care facility to cover the time of absence. If sick leave is used for purposes that are not legitimate which constitutes an abuse of sick leave, the day the sick leave begins will be their effective date of termination.

Scheduled Sick Leave is defined as use of sick leave for which advance notice has been obtained. Typically scheduled sick leave would be utilized for doctor/dental vision appointments/out-patient procedures, etc.; in these instances, Scheduled Sick Leave would be requested, in writing, as far in advance as possible. Proof of the scheduled appointment is required.

For instances where an employee has been out-of-work for their regular shift due to an unexpected illness/injury, or other purpose for which Sick Leave is allowed, and the employee is unable to report to work the next day (example: flu, or doctor's instructions) the second day of absence will be considered to be "Scheduled" provided the employee notifies his/her supervisor 24 hours in advance of the day(s) of absence. If an employee schedules sick leave for a full work day, the employee must provide his/her supervisor proof of the appointment from the physician or medical facility indicating the entire day is needed for the appointment/procedure.

An employee who is sent home at the request of their Department Head due to a contagious illness/disease shall have their leave deemed to be scheduled.

Unscheduled sick leave is defined as sick leave taken for which no advance notice was obtained.

Upon separation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for all unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of separation:

- Resignation after 15 years of continuous service: 50%
- Upon retirement and/or death: 100%. Retirement is defined as the eligibility to retire under the qualifications of a normal retirement or disability retirement under the guidelines of the pension plan or social security.

If an employee has been absent for three or more consecutive workdays, or whenever abuse of sick leave is suspected on account of a suspicious pattern or quantity, or other similar circumstances, the employee's Department Head may require the employee to file a doctor's certificate confirming the employee's illness, or injury, and specifying whether or not the employee's condition is suitable to resume his or her employment duties. The City reserves the right to investigate the merit of any and all sick leave requests

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or claims prior to authorization of sick leave benefits. An employee who does not report for work due to any cause specified in this policy shall inform his or her Department Head/Designee regarding the absence in accordance with the department's policy.

Failure to notify a Department Head without just cause may be grounds to deny sick leave with pay for the respective period of absence.

When an employment action occurs of promoting, transferring or demoting from a position which accrues personal leave to vacation leave or vacation leave to personal leave and sick leave to extended sick leave or extended sick leave to sick leave, the existing balance at the time of the employment action will be transferred to the leave schedule assigned to the new position and will follow all accrual and payout provisions associated with the type of leave.

7.3 PERSONAL LEAVE

Personal Leave was adopted as a replacement for both Vacation Leave and Sick Leave. This applies to all Employees hired after the 2019-2020 implementation and to Employees who elected to participate in the conversion. Each non-union employee earning Personal Leave may accrue up to 960 hours of Personal Leave. Personal Leave is accrued on a bi-weekly basis according to the below schedule for employees who are in a paid status the entire pay period. Except in cases of FMLA, Military Leave, or Workers Compensation, no accrual shall be provided to employees who either leave employment mid-pay period or who are in a "No Pay" status for any portion of the pay period. ~~Employees who separate from the City, for any reason, will be paid for accrued Personal Leave not to exceed 960 hours.~~

Years of Service	Hours per pay period	Total hours per year
0 - 4	6.2	161.20 Hours
5 - 9	7.2	187.20 Hours
10 - 14	8.2	213.20 Hours
15 - 19	9.2	239.20 Hours
20 -24	10.2	265.20 Hours
25+	11.2	291.20 Hours

Employees who separate from the City, for any reason, will be paid for accrued Personal Leave not to exceed 960 hours. Personal Leave will be paid at the employee's current rate of pay. As Personal Leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

An employee must provide a 3-day advance notice to request the use of Personal Leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more. Any Personal Leave taken without the prescribed notice is considered unscheduled. An employee who takes more than- 32 hours of unscheduled personal leave in a year is considered unsatisfactory and will be reflected in a performance evaluation and subject to disciplinary action.

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During an employee's probationary status, his/her use of personal leave, whether scheduled or unscheduled, must be limited to medical issues and family emergencies. Documentation may be required by the department head. Exceptions to this are limited to dates/events discussed and agreed upon between the department and the employee in advance of hire date, and other extenuating circumstances.

Employees may carry over 75% of ~~earned~~ the Personal Leave earned in a fiscal year to ~~a~~ the succeeding fiscal year. No more than 75% of ~~earned~~ the Personal Leave earned in a fiscal year may be carried over to a succeeding fiscal year without written approval from the City Manager.

Conversion of existing Sick Leave and Extended Leave. Non-union employees hired prior to October 1, 2019 were provided a one-time conversion option. All non-union employees hired after October 1, 2019 will accrue personal leave based on the schedule listed above and are not eligible to accrue vacation and sick leave.

7.4 ~~SICK~~ ANNUAL LEAVE SELL BACK PROGRAM

An employee must have been employed on October 1st of the previous fiscal year to participate in the City's annual leave sell back program. ~~S.L.S.B.P.,~~ The employee~~s~~ must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of the specific ~~sick~~ leave requested for sell back, after the sell back, in order to be eligible to participate ~~in the S.L.S.B.P~~. The maximum available for sell back is 40 hours and this will be reduced based upon the use of unscheduled leave, as described in the chart below.

~~Sick~~ Unscheduled Leave Hours Used	Hours Eligible to Sell Back
0	40
8	32
16	24
24	16
32	8
40	0

Work related injuries or family medical leave shall not prevent an employee from participating. ~~in the S.L.S.B.P.~~ Requests for selling back hours of ~~sick~~ leave ~~according to the above schedule,~~ must be submitted to Human Resources between ~~October 1st and October 15th~~May 1st and May 15th prior to ~~of~~ each eligible year. ~~Sick~~ Leave Sell Back checks will be issued with the second pay check in November.

7.5 HOLIDAYS

All permanent full time employees are entitled to ten (10) paid holidays each year (unless dictated by union contract).

All permanent part-time employees (who work a minimum of twenty (20) hours per week) are entitled to nine (10) paid holidays each year (based on four hours).

The following are designated holidays

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- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day
- Floating Holiday - to be determined by City Commission/City Manager (usually around the Christmas holiday)

Employees must be in a paid status on both the day scheduled work day prior and the scheduled work day after a holiday in order to receive holiday pay.

7.6 PERSONAL DAY (Formerly Birthday)

An employee shall be awarded a personal day, formerly referred to as the "Birthday Holiday". A personal day will be granted to each non-bargaining unit employee ~~at the beginning~~in the first full pay period of each fiscal year. ~~The personal day is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year~~. Unused Personal Day Leave shall be forfeited after the first full pay period of September each year.

The personal day is an 8-hour day of leave. The personal day cannot be used in increments and must be used as an 8-hour day; and will not be counted toward the calculation of overtime or the provisions of overtime for holidays. Use must be scheduled and requires pre-approval by employee's Supervisor or Department Head.

7.7 SAFETY DAY LEAVE

In the first full pay period of each fiscal year, ~~All~~ all eligible employees shall receive one (1) additional 8 hour day (to be termed a Safety Day), provided the employee has experienced no lost time in the previous fiscal year as a result of any job related accident. No lost time is constituted as one 8-hour day or greater as a result of the job related injury for this purpose.

The Safety Day must be taken as a full-day and not in increments ~~within the fiscal year after it is earned~~ and cannot be carried over to a subsequent fiscal year. ~~(~~Use must be scheduled and requires pre-approval by employee's Supervisor or Department Head~~)~~. Unused Safety Day Leave shall be forfeited after the first full pay period of September each year.

Eligibility will be based upon the employee's previous 12 months of full-time service.

7.8 BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances as established in this policy.

When a death occurs in the immediate family of an employee, that employee shall receive five (5) days off without loss of pay or benefits, or as dictated by union contract agreements. This five (5) days of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement

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affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance.

Additionally, should a member of an employee's immediate family suffer from a terminal illness or be placed in hospice care, an employee may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the employee uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, personal leave, etc.).

If the funeral occurs outside of the state of Florida, the City Manager or his designee shall have discretion to grant up to five (5) additional days off, without loss of pay or benefits, if additional time is needed for travel purposes.

Bereavement Leave will not be charged against sick leave, vacation, holiday, overtime or accumulated compensatory time. A copy of the obituary may be required.

Immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

The employee shall be granted bereavement leave of three (3) days (twenty-four (24) hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of an employee's immediate family requires that the employee use accrued leave (vacation, personal leave, etc.).

7.9 ADMINISTRATIVE LEAVE

The City recognizes that certain exempt employees regularly work additional hours throughout the year in order to accomplish the City's business. These exempt employees are NOT eligible for overtime pay or comp time. In order to provide an off-set for the time commitments required by the City in accomplishing their work, exempt employees shall receive forty (40) hours of administrative leave per fiscal year. Administrative leave is NOT intended to be an hour for hour exchange. Typical exempt employees are expected to work a minimum of 80 hours biweekly consisting of 9 hour work days with a 1 hour lunch. Exempt employees who do not exceed 80 hours biweekly on a regular basis may not be entitled to administrative leave. However, exempt employees who work additional hours during certain peak seasons or emergencies may be eligible for administrative leave. The City Manager is responsible for determining which exempt employees are eligible for administrative leave.

In the first full pay period of October in each fiscal year, qualifying exempt employees will receive 40 hours of administrative leave for the year. Eligible new hires/promotions will receive a pro-rated portion of administrative leave. Unused administrative leave shall be forfeited after the first full pay period of September each year. Administrative leave is not eligible for payment or payout.

~~7.9 CLOTHING ALLOWANCE~~

~~The City provides a clothing allowance to its employees on the following basis:~~

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- ~~As stipulated under a collective bargaining agreement.~~
- ~~For those employees who are required to wear a uniform shirt the City will provide an annual allowance of $100.00 per year which is paid during the first quarter of the fiscal year.~~
- ~~For those employees who are not required to wear a uniform shirt the City will provide an annual allowance of $200.00 per year which is paid during the first quarter of the fiscal year.~~
- ~~Positions designated as required to wear a uniform shirt are as follows:~~
    - ~~Administrative Assistant – Public Works, Police Department and Fire Department~~
    - ~~Customer Service Supervisor~~

~~For the positions listed above the City provides five (5) shirts upon hire and three (3) new shirts annually, each October.~~

7.10 LEAVE OF ABSENCE WITH PAY ~~– ADMINISTRATIVE~~

Court Appearance/Jury Duty

A full time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City shall be granted time off with pay for the time actually spent on jury duty or in the court appearance. The employee must:

- Notify his/her supervisor of the summons or subpoena immediately upon receipt and produce the summons or subpoena to his/her supervisor with an estimate of the duration of the absence; and the City requires an employee who received paid time off for court appearance or jury duty to turn in any compensation which he/she received.
- Report to the supervisor immediately upon the conclusion or continuance of such jury duty or court appearance.
- Provide a copy of the release from Jury Duty from the Clerk of the Court to their supervisor/department head.

The City may reschedule the working hours and days of work of a part time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City of Holly Hill. If it is not feasible or practical to reschedule the employee's hours of work, the City shall grant the employee time off with pay for the time actually spent on jury duty or in the court appearance.

In order to receive time off with pay for jury duty or a court appearance, the employee must abide by the provisions contained above.

If any employee is subpoenaed as a witness other than in the specific circumstances described above, the City will grant the employee leave without pay or accrued personal leave to the extent that the Department Head so approves.

Meetings

An employee may be granted leave with pay to attend approved professional meetings or conferences, which may contribute to the effectiveness of the employee's work performance.

Examinations

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Employees may be granted leave with pay while taking examinations before a Federal, State or City agency, provided such examinations are pertinent to his/her City employment.

At the discretion of the Department Head, employees may be granted paid leave for testing for job related certifications, re-certifications, required CEU's, etc.

7.11 ABSENCE WITHOUT PAY

It is the expectation of the City that employees be judicious in their use of leave in order to ensure that as much as possible, advance approval is requested for any absence from the workplace. Additionally, an employee who exhausts all accrued leave (exceptions include approved FMLA or other leave as required by law) and therefore experiences an absence without pay, is subject to disciplinary action up to and including termination of employment. Therefore, only the City Manager is authorized to approved a leave of absence without pay under exceptional circumstances.

7.12 MILITARY LEAVE

The City complies with all state and federal statutes related to military service. This includes but is not limited to Chapter 115 of the Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act U.S.E.R.R.A.

7.13 LIFE INSURANCE

The City of Holly Hill will provide all permanent full time employees with a term life insurance policy at no cost in the amount of 1 times their annual base salary up to a maximum $100,000 rounded up to the next highest thousand, unless coverage is otherwise required or limited to that specified under a collective bargaining agreement. This policy will pay twice as much in the event that the death is accidental.

The City reserves the right to select and change the carrier for such insurance.

7.14 PENSION

Employees are required to contribute to the Retirement Plan/Pension Plan for which they are eligible in accordance with either (1) legislated requirements or (2) as required by the individual Plan and approved by the affected collective bargaining unit, as further described in this section.

General Employees

All ~~new~~ General employees are hired under the Florida Retirement System (FRS). FRS provides a choice of two retirement plans: the FRS Investment Plan and the FRS Pension Plan. Each plan offers important benefits. To determine which plan is best for you, employees are advised to contact FRS to speak with financial guidance specialist (1-866-446-9377 or ~~–~~visit~~s~~ MYFRS.com for additional information).

~~Employees are required to contribute to the Retirement Plan/Pension Plan for which they are eligible in accordance with either (1) legislated requirements or (2) as required by the individual Plan and approved by the affected collective bargaining unit.~~

In the event a new employee is considered to be an FRS Retiree, the City will provide contributions to a 401(a) plan at the same rate as if they were a participant in FRS.

Police

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The Police Officers Retirement Trust Fund' was created under Chapter 185 Florida Statutes for all sworn officers.

Fire

The City of Holly Hill Firefighters' Retirement System' was created under Chapter 175 Florida Statutes for all firefighters.

7.15 DEFERRED COMPENSATION

Deferred Compensation is a voluntary plan provided by the City to assist employees in providing an option for additional retirement benefits. The total contribution is tax deferred and paid for by the employee. Contact the Human Resources Department for enrollment information.

7.16 VOTING

Employees are ~~therefore~~ encouraged to participate in the federal, state, and local electorate process by voting in these various elections ~~vote~~ either before or after their regular work hours, during their lunch break or ~~through~~ to utilize other options for voting which include: early voting and absentee voting.

7.17 HEALTH INSURANCE

The City of Holly Hill will provide medical coverage for the employees as follows:

The City shall pay an amount equal to the premium carrier's individual rate (as may be adjusted from time to time), to be applied to the individual coverage selected by the employee.

- The City shall make no contribution to dependent coverage. If an employee elects dependent coverage, the employee will pay the full group premium cost for dependents. The dependent must fall within the City guidelines established for dependent coverage.
- The effective date for new employees to participate in the City's group insurance is the first of the month following 30 days of employment.

7.18 ADDITIONAL INSURANCE BENEFITS

Additional benefits ~~are~~ may be available at full cost to employees. See the Human Resources Department for further details

7.19 GROUP INSURANCE - EXTENSIONS

The City complies with provisions for continuation of medical, dental and vision insurance as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Information on continuation of benefits, and/or any other qualifying event, are available in the Human Resources Department.

Retirees

Employees who retire (the eligibility to retire under the qualifications of a normal retirement, social security or disability retirement under the guidelines of the pension plan) may continue their group medical, dental, vision and life insurance coverage(s). Retirees can elect to continue group medical, dental, vision and life insurance (basic life insurance only) at the group rates as provided to all full-time employees. Retirees can elect to continue the group coverage of the plan(s) they have at the time of retirement and are not eligible to add coverages at open enrollment. Enrolled retirees will be able to make

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group medical plan changes during the open enrollment period. Enrolled retirees will be able to add dependents to their current coverages based on qualifying events only. If the retiree fails to continue their coverage during the open enrollment period, coverage will be terminated. If a retiree fails to pay the monthly premiums due, coverage will be terminated and will not be eligible for reinstatement.

~~7.20 EMPLOYEE COMPUTER PURCHASE PLAN~~

~~All full-time city employees who have completed their probationary period may be eligible to receive an interest-free loan up to a maximum of $2,400.00 to purchase a personal computer, laptop, upgrade an existing personal computer or tablet.~~

~~After purchasing the equipment, the employee must submit a copy of the paid invoice to the Finance Department within 7 days of date of check. Failure to provide the receipt(s) within the 7 day period will result in the full loan amount being due immediately and will be deducted from the employee's paycheck. Loans will be made available for a period of 12 or 24 months and are repaid through payroll deductions.~~

~~Loans must be paid in full prior to another loan being given.~~

8 TRAINING AND DEVELOPMENT

8.1 GENERAL STATEMENT

The City of Holly Hill is desirous of helping its employees in their jobs by paying for job related courses during their off duty hours providing the classroom schedules do not conflict with the employees work schedules.

8.2 EDUCATIONAL REIMBURSEMENT

If approved in the annual budget, the Department Heads have the authority to approve any course not exceeding a total cost of up to $500 per fiscal year. Full-time, permanent, non-union employees with at least three (3) years of service may receive reimbursement up to 50% to a maximum of $5,000 per fiscal year. This reimbursement is inclusive of tuition, books and other course materials, provided the applicant is not receiving benefits under the G.I. bill or other aid programs. Final approval must be given by the City Manager. These payments are subject to IRS regulations and may be subject to taxation. Any additional costs for coursework must be authorized by the City Manager. Courses recognized for educational assistance are~~:~~ Job Improvement Courses and In-Service Training Courses, as further described in this section.

8.2.1 Job Improvement Courses

Courses directly related to the employee's assignment that will improve his skills, knowledge and ability to perform his duties and increase, through more advanced techniques, his potential for promotion. Coursework recognized for job improvement can be obtained through technical schools, community colleges and accredited colleges and universities. Covered coursework may be degree or non-degree seeking coursework at the undergraduate or graduate level.

8.2.2 In-Service Training Courses

Courses in management and supervisory development. All City employees are encouraged to participate in this type of training.

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Upon successful completion of the course, the employee's personnel record will be documented with his educational achievement, and the City Manager will arrange for reimbursement to the employee expenses for tuition, books and other course materials, based on the following schedule:

Undergraduate	Graduate
Letter Grade B or higher - 100%	Letter Grade B or higher – 100%
Letter Grade C - 50%	Lower than letter Grade B – 0%
Lower than Grade C – 0%	

Reimbursement for courses in which letter grades are not issued will be in the following manner:

Satisfactory 100%

Unsatisfactory 0%

Should an employee leave City employment after completion of course(s), and prior to compliance with the terms of this agreement to remain in City employment for two (2) years or more, he shall reimburse the City within six (6) months after his termination for any costs due. Non-union employees must remain in the employ of the City for at least three (3) years following course completion. Payment shall be taken from the employee's benefits, if any, accrued at the time of termination. Any amount due the City over and above said benefits shall be paid within the first year after termination at an annual interest rate ~~at~~ of six percent. Payment of such unpaid balance may be made on a monthly basis (principle and interest) subject to prior arrangement with the Finance Department with City Manager approval. Upon termination of an employee who is indebted to the City, the Finance Department will issue an official City invoice to such employee showing the amount due and the terms of payment. Checks shall be made payable to the City of Holly Hill and shall be deposited in the funds of the City.

Death

Should the employee, through death or disability, fail to continue the required tenure of employment as provided herein, any remaining liability for reimbursement of educational expenses shall be cancelled automatically. Forms with procedures are available through the Human Resources Department.

Reimbursement Policy for Short Courses and Certificate Achievement Courses

In those cases where an employee is participating in a short course, or some other course which requires him to take an examination to obtain a certificate as the ultimate goal and objective of the course, the City shall require the employee to reimburse the City for all tuition and fees directly associated with the instructional content of the course (should he/she fail to obtain the certificate or passing grade).

This shall not include such items as meals and lodging where the employee must participate in a course, which is out of town or to which he/she is entitled to per diem expenses.

In such cases where a make-up examination is provided for within a period of one year of the employee's failing to pass an examination or obtain a certificate, the City shall withhold action in requiring the employee to reimburse the City, until such time as the employee has completed the re-examination.

However, where the employee does not indicate a desire to take the re-examination, such reimbursement shall be rendered immediately upon notification to the City and the employee that he/she has not obtained a certificate or passed an examination.

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8.3 TRAINING AND TRAVEL EXPENSE

8.3.1 Training

Training may be required by employees, elected officials and board members to attend –seminars, workshops or classes to improve job skills needed to perform their job responsibilities.

Training may be required for employees to obtain certification(s) or re-certification(s) which include state, national or professional certifications to perform their jobs.

Department heads, division heads, supervisors and other employees as approved by the City Manager during the budget process, whose job performance can be enhanced or whose national or state affiliation brings recognition and distinction to the City, may attend national or state conferences.

All of these types of training generally require travel.

All training and travel requests must be approved by the department head in advance. Employees must complete the Travel and Training Request Form for training which includes the registration, transportation and meals, as well as the Hotel Request Form (if applicable), which is located in the file server, under the Finance Department in WORD. These request forms must be approved by the department head and submitted to the Finance Department along with the supporting documentation at least ten (10) days prior to the training/travel date.

8.3.2 Travel

All travel must be by the most reasonable direct route. If a person travels by an indirect route for his own convenience, any extra cost shall be borne by the traveler. Reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. If travel by the most direct route is not possible because of construction, detour, or other legitimate reasons, the claim for any additional cost will be reimbursed.

The most economical and efficient mode of transportation shall be used. Both travel costs and time will be considered. The use of City vehicles for travel is encouraged.

In the event an employee drives their personal vehicle, the employee will receive a mileage reimbursement based on a rate per mile as designated by current IRS regulations. This reimbursement is paid in advance and is included on the Travel and Training Request Form. Computation for all travel by personal vehicle will be measured from City Hall, 1065 Ridgewood Avenue, or the employee's residence whichever is closer, to the destination and back utilizing Map Quest or a similar internet locator tool.

Upon submittal of the Travel and Training Request forms, all registrations and travel arrangements (inclusive of airlines arrangements if necessary) are coordinated by the individual departments.

If incidental expenses are incurred during the travel time and at the training (i.e. tolls, bus, taxi, limousine fares, parking fees, for business related purposes), or in the case of Hotel fees, such as resort fees, etc., are applied, these charges will be reimbursed by the City provided receipts are provided to the department head and submitted to the Finance Department within ten (10) days from the date of return. Any employee failing to meet the ten (10) day time limit will not be reimbursed. The employee is responsible for presenting the City's Sales Tax Exemption Certification to the hotel to prevent unnecessary charges for sales tax.

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Reimbursement will not include room charges (i.e., personal telephone calls, gratuities, pay television channels, room service). Telephone calls to your supervisor or department head will be reimbursed if the telephone call is necessary, a receipt must be provided.

Reimbursement shall be provided only for actual costs incurred. For example, lodging in a personal residence with meals provided at no cost to the employee is not reimbursable.

The following policies apply with regard to expenditure of City funds for training purposes:

- Selection of training method, timing, etc., is to be on the basis of maximum cost effectiveness, and with approved budgets.
- Employees participating in training sponsored by the City will share their knowledge, course materials, etc., with other employees so as to maximize the benefit received from the City expenditures.
- Approvals from the employee's Department Head and the City Manager are required for training expenditures by the City.

8.3.3 Meals and Incidentals Allowance Rate

Travelers will receive a meals and incidentals allowance consistent with IRS regulations for accountable reimbursement plans. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning, and pressing of clothing, and fees and tips for services, such as porters and baggage carriers. The allowance will be used in lieu of reimbursement of actual expenses substantiated by receipts. The traveler will be paid an amount equal to the Federal meals and incidentals rate for the locality of travel. The meals and incidentals rate for the locality of travel will be based on the U.S. General Services Administration or GSA locality Per Diem Rates which is updated annually.

The City does not reimburse meals included with a conference. If a conference includes meals then the City reimburses only the meals where the traveler incurred an expense.

Receipts are required for all travel expenses paid except for items covered under the meals and incidentals allowance.

Exempt and non-exempt employees will be paid their regular rate of pay for training if conducted during their regular scheduled work day. Employees will not be compensated for travel time outside their normal scheduled workday. Overtime provisions may apply for non-exempt employees only if the training time exceeds the employee's regular scheduled work week.

Upon completion of any employee training, appropriate documentation will be added to the employee's personnel file. The employee may also be eligible for a wage increase if this training is required by the City to obtain certification for the employee's position.

8.3.4 Intra-City Travel

Persons traveling within the boundaries of Volusia County for same day official City business will be reimbursed for qualified expenses such as mileage and parking only. When traveling outside of Volusia County, qualified expenses and meals will be reimbursed according to the GSA locality Per Diem Rates when travel begins before 7 a.m. and return home after 7 p.m. If travel is inside of the stated times, than only the Per Diem Rate for lunch will be given.

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9 MEDICAL - ILLNESS OR INJURY

9.1 PROCEDURE

Any employee injured in the line of duty must make an immediate report to the supervisor regardless of the extent of the injury. The supervisor must report the injury to the Human Resources Department immediately no later than the end of the next business day from the date of injury.

In the event an employee refuses medical care, a signed statement to this effect should be obtained from the employee and submitted to the Human Resources Department.

Failure of an employee to use issued safety devices and/or the failure of a member to file a written first-report-of-injury form regarding any injury sustained on the job, may result in disciplinary action up to and including termination.

When an injury requires medical treatment a post-accident drug screen is required to be administered as soon as possible following the injury and provided that it does not interfere with medical care/treatment.

9.2 BENEFITS

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Law, Chapter 440 Florida Statute (or as subsequently amended), may use sick leave, vacation or compensatory time.

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day at the rate of 66 2/3% based on a no work status and 64% if based on a light duty status of the employee's gross salary (computed on the average weekly wage paid for the thirteen (13) weeks prior to the date of injury), in accordance with the Workers' Compensation Law (or with statutory provisions if subsequently amended). If the employee is unable to resume work at the end of twenty-one (21) days, then Workers' Compensation will begin retroactive to the first day. An employee may use accrued sick leave, vacation leave, or compensatory time to receive compensation for the daily eligible unpaid hours when on Workers' Compensation leave. However, in no case shall an employee's benefits exceed the total amount an employee would have been paid in the absence of injury.

The injured employee will be compensated through the City's payroll system for the eligible 66 2/3% or 64% of gross salary received through worker's compensation. The City will be reimbursed through the worker's compensation insurance carrier. The City will credit back the employee the used leave if paid through Workers Compensation for the first seven (7) days.

9.3 FOLLOW-UP TREATMENT

Those employees, upon returning to work, requiring follow-up treatment due to a work related injury may be allowed time from work with pay for such treatment provided treatment is not reasonably available during non-working hours. Each absence from the work place, due to follow-up treatment, may not exceed three (3) hours. Time away from the work place, in excess of three (3) hours, will be charged to the employee's sick leave.

Treatment must be prescribed and/or recommended by a City authorized physician, Workers' Compensation physician or approved medical treatment facility. The employee shall provide written documentation of the prescribed and/or recommended treatment to the Supervisor/Department Head.

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Department heads shall have the responsibility of monitoring an employee's use of City time for follow-up treatment. An employee may be denied use of City time for such treatment if abuse is determined.

9.4 OBTAINING EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

The procedure for reporting and obtaining medical care for on the job injuries is available on the city's template under Human Resources.

The supervisor arranges transportation to the nearest approved medical facility for a critically injured employee and provides the employee with the necessary documentation for reporting the injury

Immediate notification is to be made to Human Resources as soon as practical following any workplace accident/injury. The supervisor initiates an investigation of the workplace accident/injury with the assistance of the Department Head. Investigations shall include the following:

- Incident reports are completed by the employee, the employee's supervisor and all witnesses.
- Photographs are taken as deemed appropriate.
- Human resources follows-up as needed through additional interviews, accident analysis, root cause, etc.
- All return to work activities are to be coordinated with the Human Resources Manager.

Employees are required to bring a release form from the physician with return-to-work information, including any limitations on duty, to their supervisor as soon after receiving medical treatment as reasonably possible.

9.5 OBTAINING NON-EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

This procedure establishes the guidelines for obtaining non-emergency medical treatment for a job related injury.

WHO IS RESPONSIBLE	PROCESS STEP
Employee	Reports the injury to the supervisor.
Supervisor	Reports the injury to the Human Resources Manager
Human Resources	Reports the injury to the Workers Compensation Carrier.
Employee	Reports to approved Medical Facility for medical treatment and a post-accident drug screen. Upon returning to work completes the Employee Accident Report and submits to the Supervisor. The supervisor submits this report to the Human Resources Department.
Supervisor	Completes all information and forwards to the Human Resources Department within two (2) working days after the injury. Notifies Human Resources Department of any lost time experienced by the employee as a result of the job related injury.
Human Resources	Receives all bills, notes and return to work authorizations and advises Department accordingly.

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9.6 MODIFIED TEMPORARY DUTY

Employees injured as a result of a work related accident resulting in a Workers' Compensation claim will be placed in a modified temporary assignment subject to the following conditions:

- Modified temporary assignments will only be available for employees who are TEMPORARILY unable to perform all essential duties of their job due to an on-the-job injury.
- All policy guidelines for Workers' Compensation must be followed.
- The injured employee must provide documentation from the treating physician which states their specific physical restrictions. The modified, light-duty assignment will be based on the determination by the treating physician and the City's position availability.

9.6.1 Assignment to Modified Temporary Duty

Placement on any modified temporary assignment will be made first within the department where the employee worked when the injury occurred. Each Department will develop, assign and monitor their own modified temporary assignments according to operational needs. If a Department is unable to place the injured employee in a modified temporary assignment, the Department will immediately contact the Human Resources Department. The Human Resources Department may temporarily place the employee in another department within the City.

Work hours for all modified temporary assignments will be at the discretion of, and based on, operational needs of the Department providing the assignment.

Consideration will be given to the employee's condition and requirements for access to follow up treatment.

If released by the City physician, for modified temporary duties, after the initial or any subsequent visit, the employee must immediately report to the supervisor with a completed Medical Certification form from the approved medical facility.

If no modified temporary duty is available to the employee at this time, a telephone number or other method of communication must be made available by the employee for future contact. The employee must report for a modified temporary assignment when notified by the Human Resources Department.

9.6.2 Duration/Time Limitations

Modified temporary assignments, will have a duration based on a case by case basis with the goal of the employee to return back to their position as soon as they are released by the treating physician.

An employee who is released by the physician as medically capable of performing all assigned duties of the position held when injured, will be returned to this position immediately.

An employee will be entitled, at his or her own expense, to a second medical opinion. If the medical opinions differ, then the final return to work determination will be made by the physician as designated by the City's Workers Compensation insurance carrier.

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9.6.3 Impact on Compensation

Employees in a modified temporary assignment will retain the full rate of pay received at the time of injury and will be paid by the Department in which they worked when injured until the end of modified temporary duty.

Employees will have no change in classification during assignment to modified temporary position. All benefits will continue and no break in service or loss of classification will occur.

9.7 NON-JOB RELATED INJURIES

The city does not provide modified temporary duty or assignments to employees who incur conditions, injuries or illnesses which results in the employee becoming temporarily disabled which is not related to their position, employment or duties with the city.

9.8 CITY VEHICLE TRAFFIC CRASH INVESTIGATION PROCEDURES

9.8.1 Definition

Any incident involving a city vehicle that results, either directly or indirectly, in an injury to any person or damage to any property, however slight.

9.8.2 Procedure

Employees involved in a crash while driving a city vehicle, whether on or off-duty, must call their supervisor immediately to report the accident. If the accident involves bodily injury and/or another vehicle, call 911 immediately. Employees operating their personal vehicle while conducting City business are also required to immediately report any accident by notifying their supervisor and calling 911 if the accident involves bodily injury and/or another vehicle. In either scenario, Employees may be subject to additional requirements under Section 13: Drug Free Workplace and Alcohol policy.

Employees who are granted the privilege of a "take home vehicle" have been made aware that Florida Law has upheld that if an employee is involved in an at-fault accident while operating a City-owned vehicle outside of the course and scope of employment, the employee could be held personally liable ~~for any financial loss the other party(s) may have incurred~~. ~~This affects any employee that operates a City of Holly Hill "take home vehicle".~~ An employee acting within the course and scope of employment cannot be sued individually, absent bad faith, etc. ~~However, an employee operating a take home vehicle while outside the course and scope of employment may be sued individually as they do not have the same sovereign immunity protections as the City~~. Employees with "take home vehicle" privileges are ~~highly recommended~~strongly encouraged to obtain ~~or possess~~ a personal automobile policy which provides additional protections for any authorized use of the City vehicle which would be considered outside the course and scope of employment ~~such protections~~. Each employee assigned a "take home vehicle" ~~will be~~is required to sign the "Use of City Vehicles Outside the Course and Scope of Employment Form" available from the human resources manager.

9.8.3 Employee Sanctions

Employees will be held accountable for damage to city vehicles and or equipment. All accidents involving damages to city vehicles and/or city equipment will be investigated by the supervisor. The Human Resources Manager and the applicable Department Head will review the employee, supervisor and witness reports to recommend the appropriate sanction listed below. All sanctions and disciplinary measures will be applied uniformly and consistently city wide. Appropriate progressive disciplinary

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measures will be applied for infractions identified in Categories 2 through 4 up to and including discharge. Category 1 disciplinary sanctions will result in a minimum of a suspension without pay, up to and including discharge. The following shall apply to vehicle crashes:

Category 1 – Intentional Damage: Reimburse the city for repair or replacement of the property, appropriate discipline and possible criminal charges.

Category 2 – Unintentional Damage with Extraordinary Negligence, or Employee is Unable to Explain the Damage: Reimburse the city for the repair or replacement, up to $500 and appropriate discipline.

Category 3 – Unintentional Damage which could have been prevented with Due Care and Caution: Reimburse the city for repair or replacement up to $100 and appropriate discipline.

Category 4 – Damage Occurred as the Result of Some Element of Negligence on the Part of the Employee: Appropriate discipline.

Category 5 – Unavoidable Damage at No Fault by the Employee: Employee will not be responsible for any costs associated with the repair or replacement and will not be subject to disciplinary action.

9.9 FAMILY/MEDICAL LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

9.10 DOMESTIC VIOLENCE LEAVE LAW

Employees who have been employed for 3 or more months, are entitled to take up to 3 days of Domestic Violence Leave in a 12 month period if the employee or a member of the employee's family or household is the victim of domestic violence.

An employee's use of Domestic Violence Leave is limited to the following activities:

- to seek an injunction against domestic violence;
- to obtain medical services from a victim of domestic violence;
- to obtain services from a victim services organization;
- to make the employee's home secure from or to escape from the perpetrator of the domestic violence; or
- to seek legal assistance or attend court proceedings related to the domestic violence.

Except in cases of imminent danger, the employee must provide his or her supervisor with advance notice of the need for Domestic Violence Leave in compliance with the city's requested leave procedures. An employee requesting Domestic Violence Leave must provide documentation of the act of domestic violence for which the leave is needed. Due to the sensitive nature of domestic violence issues, all information relating to an employee's Domestic Violence Leave will be confidential.

An employee must first exhaust all annual vacation, personal, or sick leave before he/she is entitled to leave without pay for domestic leave purposes.

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9.11 SAFETY PROGRAM

The management of the City of Holly Hill is committed to providing employees with a safe and healthful workplace by developing and administering a safety program which incorporates the standards and practices adopted by the safety profession as the most effective in preventing injuries, occupational diseases, vehicular accidents, liability exposure, and damage to equipment and materials. The City's Workplace Safety Program is a separate document available to all employees which includes general safety responsibilities and safety rules and procedures.

9.12 SAFETY COMMITTEE

A Safety Committee, appointed by the City Manager or his/her designee will hold meetings and review all on-the-job injuries and accidents involving property damage in an effort to reduce injuries and accidents. The Safety Committee will review all injury reports, supervisor investigation and employee accident reports and address safety concerns regarding preventable accidents and site inspection findings with department staff and make recommendations for improvement. Assist management in updating the workplace safety program by evaluating employee injury and accident records and identifying safe work practices to mitigate hazards in the workplace. The Committee will be responsible for participating in safety training and assist department management staff in monitoring workplace safety education to the employees.

10 CODE OF CONDUCT

10.1 GENERAL STATEMENT

This code of conduct applies to all employees in City service.

Employees violating these provisions or any provision contained in these policies may be subject to disciplinary action up to and including termination.

All employees are expected to remember they are public service employees and to conduct themselves according to the following:

- Employees shall not conduct themselves in any manner, which discredits the government of the City of Holly Hill, public officials, city administration, supervisors, fellow employees, or themselves.
- Employees shall avoid conduct and speech which undermines the efficiency and/or reputation of fellow employees, City departments, elected officials, policies, programs and actions; or that interferes with the reasonable supervision or proper discipline of the City.
- Employees shall direct and coordinate their efforts to establish and maintain the highest level of efficiency, morale, and achievement.
- Employees shall conduct themselves in such a manner as to bring about the greatest harmony among the various units in the City.
- No employee shall make any false statement or certification of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies with regard to employment, promotion or transfer.

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10.2 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures, which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.3 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP OF INTEREST

Employees who participate in approving, recommending or preparing any part of a purchase or procurement requires, influence the content of any specification or procurement standard or render advice, investigate, audit or act in any other advisory capacity in the procurement process may not be employed by or perform work for any person or entity seeking to provide or providing contractual services to the City.

Employees acting in their official capacities shall not, directly or indirectly, procure contractual services for the City or substantially participate in the procurement of contractual services for the City from any business entity in which a relative, as defined by Florida Statute Chapter 112, is an officer, partner, director, or owner or in which such employee or his/her spouse, child, or any combination thereof has a material interest.

Employees are responsible for disclosing to their Department Head any instance where a relative, any other person with whom the employee shares a residence or maintains a personal relationship akin to that of relative is employed in any capacity in an organization or business entity which is being considered or has been approved to provide goods or services to the City of Holly Hill and the employee will participate through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities. Department Heads are responsible for reporting such disclosures to the City Manager, Director of Finance and the Human Resources Manager.

Employees shall not use or attempt to use their positions or any City property or resource entrusted to them in an effort to obtain a special privilege, gain or benefit for themselves or others.

Any employee who wishes to perform “outside employment”, or continue same if a new employee (e.g. working for an employer other than the City, engaging in private or self-employment for personal gain, or rendering service to private interests for compensation) may do so only after first obtaining written approval from his/her immediate Department Head. A copy of the written request with appropriate approvals shall be forwarded to the Human Resources Department and placed in the employee’s personnel file.

No employee shall be permitted to perform outside employment that would violate any provision of State law or would present a conflict of interest, real or perceived, when viewed in the context of the employee’s City position.

Outside employment shall not interfere with the employee’s effectiveness in his/her City position or impede, be inconsistent with, or adversely affect the performance of his/her City employment.

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No equipment, supplies, facilities, vehicles, uniforms or other property of the City may be used by employees to pursue or engage in outside employment. This prohibition shall include any City resource service regardless of whether the employee intends to reimburse the City for costs.

Permission to engage in outside employment may be denied or withdrawn at any time by the Department Head with the concurrence of the City Manager and the Human Resources Manager upon a determination that such activity is interfering with or may likely interfere with the employee's efficiency or production, causes discredit, or is in conflict with the best interests of the City.

10.4 CONFLICT OF INTEREST REGARDING CONTRACTED ~~COUNTY~~CITY WORK AND/OR PURCHASE OF PROPERTY, MATERIALS OR SUPPLIES PROHIBITED

Employees are prohibited from seeking business with or submitting bids to the City or having a material interest in any entity that seeks business with or submits bids to the City.

The term "material interest" shall mean a direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity, but indirect ownership does not include ownership by a spouse or a minor child.

Employees and entities in which they own a material interest may bid on surplus City property. Employees that are in the decision making approval role to declare City property as surplus may not bid or purchase that property.

10.4.1 Gifts and Gratuities

Employees may accept only authorized compensation for performance of our duties and must respectfully decline any gifts or gratuities from those with whom we do business. Employees are required to report any actual or perceived conflicts of interest.

Employees shall not solicit or accept any gift, either directly or indirectly, from any person or entity doing business with, regulated by, or seeking to do business with the City, or from the agent or lobbyist of any such person or entity.

The term "gift" means any gratuity, benefit, or any other thing which is accepted by, or given to an employee or another on the employee's behalf either directly or indirectly, and includes by way of illustration and not limitation, the following:

a) Real property
b) Tangible or intangible personal property as defined in Florida State Statute 192.001
c) A preferential rate or term on a debt, loan, goods or service that is neither a government rate available to all other similarly situated government employees or officials or a rate which is available to the public
d) Forgiveness of an indebtedness,
e) Transportation, lodging or parking,
f) Membership dues,
g) Entrance fees, admission fees, or tickets to events, performances or facilities,
h) Services provided by persons pursuant to a professional license or certificate,
i) Other personal services for which a fee is normally charged by the person providing the services.

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j) Any and all other similar goods or services having value not already providing for this this definition.

The term “gift” does not include:

a) Salaries, benefits, services, fees commissions, or expenses associated with the employee’s employment.
b) Contributions or expenditures reported pursuant to Florida State Statute Chapter 1066; campaign-related personal services provided without compensation by volunteers or any other contribution or expenditure by a political party.
c) An honorarium or an expense related to an honorarium event paid to individuals and/or family members provided, however, disclosure of same shall be made in writing, to the Human Resources Manager,
d) An award, plaque, certificate, or similar personalized item given in recognition of the employee’s public, civic, charitable, or professional service.
e) An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization,
f) The lawfully permitted use of a public facility or public property for an authorized and approved purpose,
g) Candy, food products, or plants which are generally distributed during holidays as an act of courtesy or benevolence; provided, however, that such items shall be placed in an area which allows and encourages all employees ~~and the public~~ to partake of such items,
h) Office supplies such as calendars, pens, pencils or address books of a nominal value, and which are distributed generally to employees,
i) Discounts offered to all employees,
j) Door prizes awarded “by chance” at business and related conferences and seminars.

Exceptions regarding gifts

a) When an employee’s duties and responsibilities include attendance at business, industry or public luncheons or dinner meetings with public, industry, or business committees, organizations, or associations and these meetings are related to City business, employees may participate. When a meal is provided at the function, the employee is authorized to accept the meal.
b) Employees authorized to attend meetings, seminars, conventions, etc. sponsored by professional organizations are free to participate in the social functions that are part of the meetings or sanctioned by the host.
c) It may be appropriate for employees to attend social functions sponsored by an industry, business, or profession for a broad spectrum of community groups. However, in deciding to attend such functions, employees should be careful to avoid any appearance of impropriety.
d) Employees are prohibited from promoting private business or from engaging in political activity, on behalf of themselves or others while on City time.
e) Any employee receiving a gift from any individual, partnership association, corporation, or other organization, whether public or private, doing business with or subject to regulation by the City, or the agent or lobbyist of such individual or entity, shall report the gift in writing to the Human Resources Manager within five working days of receipt of the gift. The employee will be advised

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on the proper handling of the received gift. Employees shall not accept any gift authorized herein based upon an understanding that his/her official acts or judgement will be influenced thereby.

10.4.2 Bribery

An attempt to bribe an employee is a flagrant attack on the integrity of the City. A bribery attempt occurs when an offer is made to give anything of value to an employee with the intention that the employee will do something or fail to do something relating to the performance of the employees duties. Whether the action or inaction would have taken place anyway is not pertinent to whether a bribery attempt has occurred.

Bribe offers are often made subtly rather than in direct fashion. Employees must be perceptive and alert to solicitations to accept gifts of money or anything else of value in return for acts or omissions involving their official functions and shall promptly report suspicious offers in order that a trained personnel can evaluate the facts and initiate investigations when required. Any employee who has reasonable grounds for believing that a bribe attempt has occurred or will occur shall:

Immediately report the matter to his/her appropriate Department Head or the City Manager and cooperate fully in any investigation.

10.5 DISCLOSURE OF INFORMATION

Information that is obtained in the course of official duties shall not be released by any employee unless the employee is charged with this responsibility as a part of his/her official duties. Employees shall not, in order to gain any personal advantage for themselves or for another, use ~~of~~ or furnish any information to anyone which is not available to the public generally, and which was obtained as a result of City employment. This policy does not limit, hinder, or prevent the giving or using of information in performing official duties.

10.6 ~~HEARING REFUSAL~~TRAFFIC CITATIONS & CRIMINAL CHARGES

An employee is responsible for immediately notifying his/her immediate supervisor when information has been filed by a prosecuting official against him/her for an offense or violation of law (including moving traffic violations) and/or when indicted by a Grand Jury. Employees indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense may be suspended without pay with prior approval of the City Manager. Such suspension may continue until such charge has been disposed of by a trial and conviction or acquittal of the accused, or by dismissal or quashing of the charge.

If the employee pleads nolo contendere, or guilty, to any charge or is tried and found guilty, the employee may be immediately terminated from City employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the affected employee's Department Head and Human Resources Director will review his/her employment status regarding reinstatement, re employment, continuing employment, etc.

If the incident or charge is directly work related, or non-work related, nothing shall preclude the City from initiating disciplinary action independent of any judicial hearings or proceedings.

10.7 PROMOTION OF PRIVATE BUSINESS

Employees are prohibited from promoting or conducting personal or private business for gain or personal benefit on City time.

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10.8 POLITICAL ACTIVITY RESTRICTIONS

It is the City's intent to promote more efficient public service by relieving public employees of political pressure and to protect against a clear, substantial, and direct threat to the efficiency, integrity, or morale of City employees, by regulating the political activities of its employees subject to the City policies:

- City employees shall not use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.
- City employees shall not directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his salary, or any money or anything else of value to any party, committee, organization, agency or person for political purposes. Contributions that are strictly voluntary in nature for political purposes are permitted.
- City employees shall not directly or indirectly coerce or attempt to coerce, command or advise any such officer or employee as to where he might purchase commodities or to interfere in any other way with the personal right of said officer or employee. All employees retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.
- Employees may express opinions on candidates or issues and participate in political campaigns only during off duty hours. No employee can take part in any political campaign while on duty, or within any period of time during which the employee is expected to perform services for which the employee receives compensation from the City.
- The use of employee work time or equipment, supplies or funds to assist political parties or candidates for public offices is prohibited.

10.9 POLICY STATEMENT CONCERNING DISCRIMINATION AND ALL FORMS OF HARASSMENT

All employees have the right to work in an environment free of discrimination and any form of harassment or hostility based on race, religion, color, gender, age, sexual orientation, genetic information, marital status, pregnancy, national origin, disability or veteran's status.

To ensure that no employee is subjected to discrimination, harassment, or hostility, the City also prohibits any offensive physical, written, or spoken conduct regarding any of these subjects, including conduct of a sexual nature. Such conduct may constitute harassment when engaged in by one employee toward another or by someone in the City in a position to influence employment decisions when:

- Submission to such conduct is made either expressly or implicitly a condition of the recipient's continued employment; or
- Submission to or rejection of such conduct by the recipient is used as the basis for repeated and unwelcome physical, written, or spoken conduct by either a Supervisor or any fellow employee that substantially interferes with an individual's work performance or creates what a reasonable person could consider to be an intimidating, hostile, abusive, or offensive working environment.
- Employees who engage in such behavior, which is both illegal and in violation of the City's policy, shall be subject to disciplinary action, up to dismissal, and may be personally liable for damages in the event of successful litigation against them.

Sexual harassment is a form of gender discrimination and is not considered acceptable conduct by the City. Examples of this type of harassment are defined as follows:

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- Unwelcome physical contact;
- Sexually explicit language or gestures;
- Uninvited or unwanted sexual advances;
- Offensive overall environment, including use of vulgar language, the presence of sexually explicit photographs or other materials, the telling of sexual stories, or making sexual innuendoes; or
- Any material, picture, poster, or cartoon that could be characterized as demeaning from the perspective of sex or gender.

Department Directors, managers, and supervisors are responsible within their specific organizational areas for publicizing and enforcing this policy. They should:

a) express strong disapproval of any form of harassment;
b) support, disseminate information about, and enforce the City's policy and procedures concerning harassment;
c) increase awareness of all employees about harassment through access to training targeted towards identifying all its ramifications; and
d) take all complaints seriously.

If an employee believes that he/she is being subjected to any of these forms of harassment or believes he/she is being discriminated against because another employee(s) ~~are~~ is receiving favored treatment in exchange, for example, for sexual favors, the employee is encouraged to report such occurrences by filing a complaint with ~~to~~ a Department Director, the Human Resources Manager (who has responsibility for administration of this policy), or the City Manager (if the complaint is against a Department Director). Any complaint will be investigated promptly, under the direction of the Human Resources Manager, Department Director, City Manager, and/or legal counsel, depending upon the nature of the complaint. Upon the conclusion of the investigation, appropriate action will be taken if it is determined that violations have occurred.

A record of the complaint and the findings will become a part of a complaint investigation record, and the file will be maintained separately from employees' personnel files. Any resulting disciplinary action will become a part of the permanent personnel file of the employee receiving the disciplinary action.

At the conclusion of the investigation of a complaint, all records become public records, in accordance with applicable Florida Statutes.

10.9.1 GRIEVANCE PROCEDURES

Complaints or allegations of any form of harassment shall be examined impartially and resolved promptly in accordance with the Grievance Procedures specified in the City of Holly Hill's Personnel Rules & Regulations.

Any person who files a complaint regarding discrimination or harassment will be treated courteously, the problem handled swiftly and confidentially (to the extent practical and to the extent allowed by law), and the filing of a complaint will not be used or held against the employee, nor will it have an adverse impact on his employment status. This does not preclude disciplinary action against an employee who knowingly files a false complaint.

As in all grievances, it is the employee's responsibility to factually support the allegations.

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You can raise concerns and make reports without fear of reprisal or retaliation, provided that your complaint was made in good faith and not for any malicious or improper purpose. Complaints of discrimination or harassment will be promptly investigated. To the extent possible, your confidentiality, that of any witness, and that of the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

10.10 SMOKE-FREE, TOBACCO-FREE WORKPLACE

This policy is to establish a smoke free/tobacco free workplace.

- All government buildings (defined as any building, or any portion of any building, owned by or leased to the state or any political subdivision thereof and used for governmental purposes) and City vehicle will be designated as 'Non-Smoking/Tobacco-Free". The Tobacco-Free designation shall include the use of all tobacco and smoking products, including but not limited to cigarettes, chewing tobacco, pipes, cigars, e-cigarettes, vaporizers, and hukkahs. ~~E-cigarettes.~~
- There shall be no offices hallways, restrooms, departments, or rooms that shall be designated as smoking or tobacco use areas in any governmental buildings within the City of Holly Hill and to include any and all City vehicles.
- In order to enforce the preceding policy, disciplinary actions will be taken to violators of this policy.

Assistance for Smokers

Surveys reveal that nine out of ten smokers would like to quit smoking, and nearly 30% of them will make a serious attempt this year. Many employees whose smoking is restricted at the workplace report that they are able to quit smoking more easily. The City of Holly Hill will provide, on the request of the employee, self-help manuals on smoking cessation that are provided by the American Lung Association. Also, various pamphlets will be available to all employees through their Department Head on the harmful effects of smoking and ways to quit.

10.11 WORKPLACE VIOLENCE POLICY

The City of Holly Hill maintains a zero tolerance policy toward workplace violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. It is the intent of the City to provide a workplace, which is free from intimidation, threats, or violent acts.

10.11.1 Definitions

Workplace violence includes, but is not limited to, harassment, threats, physical attack, or property damage. A threat is the expression of an intent to cause physical or mental harm or emotional distress regardless of whether the person communicating the threat and regardless of whether the threat is contingent, conditional or future. Physical attack is intentional, unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property, which includes property owned by the City, employees or others.

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10.11.2 Policy

Violence, or the threat of violence, by or against any employee of the City of Holly Hill or other person is unacceptable and violates City policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Possession, use, or threat of use, of weapon, including any type of firearms, is not permitted at work, or on City property, including a City Vehicle, unless such possession or use of a weapon is a necessary and approved requirement of the job.

Any person who exhibits unusual behavior or makes threats, exhibits threatening behavior, or engages in violent acts on City property shall be removed from the premises as quickly as safety permits, with the assistance of law enforcement, as needed; and shall remain off the City's premises pending the outcome of an investigation.

All city personnel are responsible for notifying a supervisor of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent.

No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment based upon his or her report.

The actions of a supervisor, manager, or other employee will be dependent on the seriousness of the situation. However, consistent with personal safety, managers and supervisors have a responsibility to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creating a threat to others.

IN IMMEDIATE EMERGENCY SITUATIONS – CALL 911

As with any other emergency involving fire, violence, potential violence, or medical incidents, the first thought and action is to call 911 and report as many details as possible so that the appropriate emergency response unit can be dispatched.

Persons should report the situation to their immediate supervisor, their Department Head, or the Human Resources Manager. In emergency situations, whereby a citywide threat to employees may be determined to exist, the Human Resources Manager will contact the Police Chief to conduct an evaluation of the incident.

The Police Chief or designee will perform a threat assessment and evaluate the reported situation as well as prior incidents in its recommendation of an action plan which may include: addressing of workplace security matters, legal action through the State Attorney's Office and/or Police Department, issuance of trespass warnings by the Police Department, recommendations that an injunction or protective order be sought, a mandatory fitness for duty evaluation, Employee Assistance Program referral, suspension, termination, job reassignment, or any other means available to insure a safe working environment for all employees.

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10.12 WEAPONS AND FIREARMS

With the exception of sworn member of the City's Police Department, employees may not, at any time while on any property owned, leased or controlled by the City, including anywhere that City business is conducted, such as conferences, trade shows, restaurants, etc., possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Under Florida law employees may keep properly registered fire arms in their locked cars.

10.13 EMERGENCY ESSENTIAL PERSONNEL – MANDATORY REPORTING

The City of Holly Hill provides numerous services to its citizens that impact their safety, health and welfare. These services must continue to be provided even during emergency situations such as hurricane, flood, storm, fire or other type of disaster whether man-made or the result of nature. In the event of severe weather conditions or other emergency situation, the City Manager is authorized to declare an Emergency Situation under which Essential Personnel all employees are required to report for work.

10.13.1 Essential Personnel

All employees that are considered to be Essential Personnel are those employees who have been designated as and are vital to the operation of the City and whose presence is required regardless of the existence of an emergency and whose absence from duty could endanger the safety and well-being of the residents of the City of Holly Hill.

Essential Personnel are designated as Essential by their Department Head based upon their job duties and responsibilities in support of the operations of the City. Essential Personnel are notified annually of their designation as Essential via the Emergency Essential Employee Designation Form. (The Emergency Essential Employee Designation Form must be signed by the designated employee with a copy filed in their personnel file.)

10.13.2 Reporting

Employees who are designated as Essential Personnel are expected to report for their normal shift, or an alternative shift as conditions warrant, once notified that the City Manager has declared an Emergency Situation.

Essential Personnel may be assigned to an alternative shift with minimal notice based upon the needs of the City in order to provide necessary services to its citizens. Alternative shift assignments are made by the Department Head.

Essential Personnel who are on pre-approved leave when an Emergency Situation has been declared, and who have not traveled outside of a fifty (50) mile radius of the City of Holly Hill, shall report for work during the declared emergency. (In this instance, leave balances will be restored as appropriate.)

Essential Personnel who fail to report for duty during a declared Emergency Situation are subject to disciplinary action. However, each situation will be evaluated on a case-by-case basis taking into account the following:

- whether the employee has experienced damage to his home or car which requires immediate attention,

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- the employee's eventual reporting time is reasonable in its relation to the need to attend the personal emergency encountered at home, and
- access to roadways and safe transport to his assigned work location.

Note: Employees who have been designated as Essential Personnel should assess their home and family situation annually to ensure that they have made plans to ensure the safety of family members and property prior to the occurrence of an Emergency Situation.

11 DISCIPLINARY ACTION

It is the intent of the City of Holly Hill that effective management and supervision, as well as good employee-employer relations, will be preventive mechanisms. Positive working relations will avoid situations, which result in disciplinary action.

The policies contained herein, are intended to provide Supervisors/Managers with direction and guidelines for fair, equitable, and consistent application of solution-oriented discipline.

The initiation of disciplinary action for regular full-time employees shall:

- Identify elements of an employee's work habits that are contrary to the rules, regulations, policies, and/or procedures, of the City.
- Identify and measure work performance problems.
- Provide constructive feedback to the employee.
- Encourage employees to cooperate and be productive members of the work force.
- Plan and conduct a discussion to improve an employee's performance and/or work habit, which is less than acceptable.
- Provide documentation of the supervisor's efforts and communication to the employee regarding his/her performance and work habits.

11.1 DISCIPLINARY ACTION AUTHORITY

It shall be the responsibility of the supervisor to:

- Review the performance of his/her employees and identify deficiencies.
- Identify employee work habits that are contrary to the policies, procedures, departmental operating procedures and safety policies/procedures.
- Document, initiate, and select an appropriate action plan in conjunction with the employee.
- Forward appropriate proposed disciplinary actions to Department Head. Department Head's may recommend suspensions, demotions, and terminations subject to prior review of the Human Resources Manager
- Assure that the Human Resources Manager receives completed copies of all official disciplinary actions.
- Obtain prior concurrence from the Human Resources Manager in the event that disciplinary action has a financial impact on the employee.
- Ensure the right of due process is provided for all permanent employees without restriction.

11.2 DUE PROCESS

Due process is the established course of disciplinary proceedings that safeguards the

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rights of the employee. Due process encompasses the progressive disciplinary process established in these policies that provides opportunity(s) for the employee to discuss the work habit or performance problem and establish a corrective action plan with the supervisor.

The City of Holly Hill requires a pre-determination hearing for all employees to respond to actions which may result in loss of monies; demotion (unless voluntary), suspension without pay, and termination, as required by law.

11.3 TYPES OF DISCIPLINARY ACTION

The following guidelines are to be used when considering and selecting the most appropriate and effective type of disciplinary action:

- Each work habit offense or failure to perform must be viewed and judged individually dependent on the circumstances. The most appropriate action should be considered for each offense with the primary focus being resolution of the offense.
- Continued work habit offenses or poor performance may justify more progressively stringent discipline. This could lead up to and include termination.
- In determining the best course of disciplinary action to achieve an immediate positive permanent change in behavior on the part of the employee, the supervisor will consider the following factors in each case:
    - Seriousness and circumstances of the particular offense.
    - Lapse of time since an employee last received disciplinary action and frequency of the problem.
    - Counseling efforts to advise an employee of the problem.
    - Impact on an employee and implications for other employees.
    - Available justification and objective documentation to support the action.
- All of the above considerations may not apply if serious in nature where termination may be appropriate.
- While discipline is typically managed in a progression, the severity of an offense, the time between successive offenses and the aggregate of all offenses are to be considered in issuance of any subsequent discipline. Aggregate discipline may be suspension, demotion, or termination of employment.

11.3.1 General Provisions

Acceptable disciplinary actions may, depending upon the circumstances, include, but are not limited to:

- Verbal Reprimand
- Written Reprimand
- Suspension
- Discharge

All disciplinary action measures shall be accomplished by discussion between the immediate supervisor, other reviewing supervisor as necessary, and the affected employee. However, in all cases, the supervisory employee initiating the disciplinary action shall be present in the disciplinary action discussion with the employee. When disciplinary action is recommended which may have a financial impact, a pre-

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determination hearing must be held subject to provisions outlined in this policy manual. Employees who are issued disciplinary action must sign as receipt of the disciplinary action; signature does not mean that an employee agrees with the discipline, but instead confirms receipt of same.

11.3.2 Verbal Reprimand

A verbal reprimand should be administered and documented by the immediate supervisor when the supervisor denotes early indications of less than acceptable performance or unacceptable work habits.

Verbal Reprimand Notices shall:

- Explain why performance or work habits are unacceptable.
- Describe or identify expected solutions and when and by whom such should be accomplished.
- Denote the consequences of continued undesirable work habits or performance.

A verbal reprimand should be given as soon as practicable after the most recent basis for the verbal reprimand is known by the employee's immediate supervisor.

11.3.3 Written Reprimand

A written reprimand ~~should~~ shall be administered and documented by the immediate supervisor. A written reprimand will be placed in an employee's personnel file.

A written reprimand should be given as soon as practicable after the most recent basis for the reprimand is known by the employee's supervisor.

11.3.4 Suspension

The immediate supervisor or other reviewing supervisor may recommend the suspension of an employee to the Department Head/City Manager.

Suspensions constitute disciplinary time away from the job, with or without pay.

Suspensions without pay should be considered and initiated when less severe disciplinary actions have been unsuccessful, when an employee fails to make corrective action as identified in previous disciplinary actions, or for serious situations.

Suspensions shall be for a period of no less than the balance of the employee's shift on the working day the action is taken.

In accordance with the Fair Labor Standards Act, deductions from pay are permissible for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Section Types of Offenses) by exempt employees.

An employee will be given the due process right of a pre-determination hearing prior to suspensions without pay. All such decisions must have the concurrence of the Human Resources Manager for adherence to due process prior to announcement of final decision or implementation. All suspension and employment terminations require the approval of the City Manager.

Relieving an employee of duties with pay may serve as interim disciplinary action when termination is warranted as a result of the employee's offense for the reasons that:

- Sufficient time is allowed for thorough investigation of the offense and circumstances.

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- Such action provides the opportunity for the supervisor to request and/or accept written, signed statement(s) from the affected employee.
- Time is allowed for careful and supported determinations.

In event an employee is relieved of duties with pay, he/she may be required to call into work daily. The Department Head or City Manager may make this request.

11.3.5 Discharge

Discharge action requests may be initiated by the immediate supervisor or other reviewing supervisors to the Department Head when:

- The violation is a serious offense, or
- There are repeated offenses and all other disciplinary actions have been unsuccessful in effecting improved work habits or performance; or an employee has failed to take corrective action identified in other disciplinary actions.

Discharge is the most serious and the most severe disciplinary action and should be resorted to only when other efforts to bring about correction have been unsuccessful or conduct constitutes a serious offense.

An employee will be given the due process right of a pre-determination hearing prior to discharge. All such decisions must have the concurrence of the Human Resources Manager for adherence to due process prior to announcement of final decision or implementation.

11.3.6 Predetermination Hearing

For employees who are no longer on probationary, ~~Prior~~ prior to any involuntary termination of employment, demotion, or suspension, the affected employee will receive written notice of proposed action, which shall include a statement of the reasons for such action and provide the affected employee with an opportunity to rebut such reasons.

The affected employee will thereafter have the right and opportunity to respond in writing to the proposed action and the reasons thereof, and to respond orally to such matters before the person having the responsibility for making the decision.

11.3.7 Types of Offenses

Work Habits

The following are improper work habits that may be subject to disciplinary action. This list is not to be considered inclusive. Depending on the circumstances of the offense, management may enter into any phase of the disciplinary process deemed appropriate.

Insubordination

- Refusal to carry out a reasonable request given by a supervisor.
- Abusive language toward a supervisor.

Physical Harm/Assault

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- Inflicting bodily harm, threatening, verbally or physically, directly or indirectly, another person or employee.
- Violation of the City's Workplace Violence Policy

Unacceptable Communication and/or Disruptive Conduct

- The use of language, verbal or in writing, which is threatening, intimidating, offensive, malicious or abusive, whether directed toward a supervisor, a fellow employee or a member of the public
- Rudeness or acts of disrespect to the public, elected officials, co-workers, or supervisors.
- Speaking loudly or rudely to other employees, supervisors or others
- Throwing objects or slamming doors

Destruction/Theft of City Property or Equipment

- Taking, removing, damaging, destroying, or tampering with City property without proper authorization.
- Damaging/destroying property due to failure to use proper care, equipment, or instruction.
- Unintentional loss or damage of City equipment could result in reimbursement to the City for the repair or replacement.

Fraud

- Falsification of City records or record keeping (e.g., employment applications, attendance records, time cards, travel vouchers, workers' compensation claims, purchasing activities, etc.).

Unauthorized Use of City Property, Equipment or Personnel

- Personal use of City equipment, materials, tools, supplies, etc. without proper authorization.
- Unauthorized use of City-issued credit cards
- Failure to follow established security procedures
- Inappropriate use of City computer equipment and networks either on or off duty
- Viewing inappropriate/sexually explicit materials, movies, television programs (including cable) or internet sites
- Inappropriate internet and email conduct
- Violation of the City's Social Media Policy

Other Violations of Policy

- Smoking in restricted areas.
- Sleeping on City compensated time.
- Gambling on City compensated time or on any City work site.
- Receiving personal phone calls or mail while on City compensated time which impacts performance.
- Violation of any City or departmental policy or procedure. Attempts to induce or inducement of any City employee to commit an action in violation of any lawful or reasonable policy or regulation.
- Any intentional violation of an authorized rule, regulation policy or procedure that has been made known to the employee.

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- Willful violation of releasing confidential or privileged information to unauthorized persons.

Harassment

- Unwarranted intrusion, subjection to ridicule or threats, verbal or physical of one employee to another for any reason (e.g. sexual, racial, religious, national origin, etc.).
- Making false statements, verbally or in writing, about the City, other employees, themselves,
- Violation of the City's Harassment and Hostile Environment Policy.

Drug/Alcohol Use

- Manufacture, distribution, dispensing, possession or use of drugs/alcohol in the employee's workplace, or reporting to work with drugs/alcohol in their system.

Violations of Law

- Violations or failure to comply with any city, state or federal law or regulation that is job related or which violation or failure to comply, discredits the City of Holly Hill, public officials, fellow employees or themselves.
- Failure to notify supervisor of the above or in case of incarceration.

Conduct Unbecoming a Public Employee

- Conduct, whether on or off the job, that adversely affects the employee's ability to continue to perform his current job, or which adversely affects the City's ability to carry out its mission.

Conflicts of Interest

- Beginning or maintaining an outside personal or business relationship that affords present or future financial benefits dues to the position of the employee.
- Promotion of private business within a City worksite or on work time.
- Hiring or recommending the hire of a relative in the same department over which one has some degree of authority.
- Acceptance of loans, advances, gifts, gratuities, favors, and/or entertainment from any party doing or seeking to do business with the City.
- Misuse of position or abuse of the power or authority of a position for personal reasons or for the financial gain of the employee or another person.

Safety Violations

- Possession and/or use of weapons, ammunition or explosives without proper authorization on City property.
- Failure to comply with City safety practices and regulations or exposure of another person to same.
- Failure to wear specific safety equipment or personal protective equipment (PPE).
- Pranks resulting in physical harm or property damage.

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- Performing unsafe or hazardous activities or behavior when operating personal vehicles and City vehicles on City grounds

Absences/Tardiness

- Failure to report to work for two (2) or more consecutive working days without proper authorization and/or failure to report absence to their supervisor..
- Habitual or excessive absence or tardiness for work for any reason, including legitimate illness.
- Failure to obtain approval prior to any absence from work except in the case of an proven emergency situation
- Reporting late at the beginning of the work schedule, returning late from lunch or rest breaks, all without prior approval.
- Leaving assigned work site without proper authorization.

Loss of Certification/Licensure

- Loss of certification, licensure, etc. required to perform duties.
- Revocation, restriction, expiration, or suspension of drivers' license as required to perform duties.

Failure to report any of the above to supervisor.

Performance

Poor performance as described below will also initiate the disciplinary process.

- Failure to perform assigned duties according to prescribed standards.

12 GRIEVANCE PROCEDURE

It is the policy of the City that all non-union employees should have the right to respond to or express dissatisfaction or disagreement with specific job related actions taken by supervisory members.

12.1 PROCEDURES

Grievances concerning discrimination based on race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran may be initiated by any full-time or part-time employee. Grievances concerning non-selection, suspension without pay or termination may be initiated by any full-time or part-time employee who has successfully completed the probationary period.

It is recommended that the grievance be reviewed, considered and resolved informally, when feasible, and in all cases at the lowest possible level.

No action is stayed pending conclusion of any appeal filed.

The Grievance "Hearing Board" shall consist of five voting members:

- one (1) permanent position, the City Manager designee (to serve as chairperson and who may vote only in case of a tie), and four (4) floating positions with staggered 24-month terms including:
- one (1) Department Director or Division Manager with a term commencing January 1 of odd years;

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- two (2) supervisor or professional members, with one term commencing January 1 of even years and one term commencing January 1 of odd years and
- one (1) non-supervisory member not a part of a collective bargaining unit, with terms commencing January 1.

No member serving on the Hearing Board shall serve as a voting member of the board to hear a grievance filed by a member in the same Department.

Appeal/Grievance Process

An employee shall submit a written grievance to management personnel in the following order:

1. Immediate supervisor
2. Division Manager
3. Department Director
4. Hearing Board
5. City Manager (or designee)

Should the grievance pertain to the immediate supervisor, the employee may submit the initial written grievance to the supervisor's supervisor.

In cases where verbal attempts at resolution have failed, a formal written grievance may be initiated. At each level, grievances must be submitted to management within five (5) working days. Management must provide written responses back to the member within five (5) working days.

If the member is still dissatisfied, all information may be submitted to the Hearing Board through the Human Resources Manager. The Board must meet within forty-five (45) calendar days of receipt of grievance and issue a response to the City Manager or designee within fifteen (15) calendar days thereafter.

If desired, the appellant may submit a statement for the City Manager's consideration within five (5) calendar days of receipt of Hearing Board's recommendations. The City Manager, or designee, will review the findings of the Hearing Board and the appellant's statement, and make a final determination within fifteen (15) calendar days of the meeting.

Once all grievance procedures have been exhausted and the City Manager or designee has issued a determination, the appeal shall be considered concluded and the appellant shall have no further right of appeal under these Personnel Policies and Procedures.

13 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

The City of Holly Hill is committed to providing a safe and healthy workplace for its employees. The City's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with Florida Statutes.

13.1 PROHIBITIONS

Illegal Controlled Substances

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The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.

Alcohol Abuse

Employees of the City are prohibited from consuming or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise consuming alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

13.2 DEFINITIONS: (AS DEFINED IN FLORIDA STATUTE)

13.3 LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

13.4 POLICY

The City will maintain drug and alcohol screening in compliance with Florida Statutes. The City may require the employee to submit to a test for the presence of drugs and/or alcohol. If an employee tests positive or refuses to take a test, the employee may be terminated and may forfeit his or her eligibility for medical and indemnity benefits under workers compensation.

Job Applicant Testing

Applicants offered employment conditioned upon successfully passing a drug test are subject to pre-employment drug test as a prerequisite to employment with the City. Job Applicant means only a person who has applied for a special-risk or mandatory-testing position.

Routine Fitness-for-Duty Testing

Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.

Follow-up Testing

Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advance notice and at least once per year for a period of no less than two years.

Reasonable Suspicion Testing

An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in

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violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

- Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
- A report of drug use, provided by a reliable source;
- Evidence that an individual has tampered with a drug test during his or her employment with the City;
- Information that an employee has caused or contributed to an accident or injury while at work;
- Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
- Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

Random and/or Suspicion less Testing

Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicion less basis.

Post- Accident Testing

Post-accident drug testing is required:

1) when an employee is injured on the job, ~~and~~ or

2) when an employee causes an accident which results in damage to equipment, property or injury to themselves or another person.

- Safety-sensitive positions: post-accident testing is required when the employee is at fault in an accident or any incident which results in damage to any structure – equipment, property or vehicle or results in bodily injury to themselves or another person.

  A Safety-sensitive position ~~–~~ is any position in which a drug impairment would constitute an immediate and direct threat to public health or safety.

- Non-safety sensitive positions: ~~–~~post-accident testing is required when the employee is at fault and there is either serious bodily injury to another person or significant property damage resulting from the accident.

Other Lawful Testing

The City reserves the right to conduct any other type of lawful drug or alcohol testing.

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Initial Tests

Initial tests will use an immunoassay except that the test for alcohol will be an enzyme oxidation methodology. Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration.

- Alcohol
- Amphetamines
- Cannabinoids
- Cocaine
- Phencyclidine
- Opiates
- Barbiturates
- Benzodiazepines
- Synthetic Narcotics:
    - Methadone
    - Propoxyphene

Confirmation Tests

All specimens identified as positive on the initial test will be confirmed using gas chromatograph/mass spectrometry (GC/MS) except that alcohol will be confirmed using gas chromatography. All confirmation will be done by quantitative analysis. Concentrations that exceed the linear region of the standard curve will be documented in the laboratory and recorded as 'greater than highest standard curve value.

Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration.

Common Medications Which Could Alter or Affect Test Results.

Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer ("MRO"). Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

Drug	**Medication Which May Alter or Affect Test**
Alcohol	Liquid medications containing ethyl alcohol (ethanol). For example many cough syrups, Vicks Nyquil, Comtrex, Listerine, Contact Severe Cold Formula Night Strength
Cannabinoids	Marinol (Dronabinol, Tetrahydrocannabinol (THC))
Amphetamines	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

Cocaine	Cocaine HCI topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription
Opiates	Peregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbituates	Phenobarbital, Tuinel, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butapital, Phrenitin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax
Methadone	Dolphine, Metadose
Propoxyphene	Davocet, Darvon N, Dolene, etc.

13.5 TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, Florida Statute, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

Within ~~180 days~~72 hours of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration

Within five working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the City, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

Consequences of a Positive Confirmed Test, a Refusal to Submit to Testing or Tampering With a Test

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An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

13.6 CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug testing program are confidential and exempt from the provisions of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by Florida Statutes or other applicable law.

13.7 COMMERCIAL DRIVER'S LICENSE DRUG/ALCOHOL TESTING

Effective January 1, 1995, the Federal Highway Administration (FHWA) required employers to have an alcohol use and controlled substance testing program in place for all of its employees who operate a commercial motor vehicle and are required to be in possession of a Commercial Driver's License (CDL).

Alcohol Testing

The alcohol content testing will be by an evidential breath test. Alcohol content is expressed as the number of grams of alcohol per 210 liters of breath. Such alcohol testing will be conducted by a trained alcohol technician.

FHWA has adopted a 0.02-0.04 standard with a two-tiered system of consequences. A CDL driver must be removed from a function required operation of a City vehicle or piece of equipment at any alcohol concentration of 0.02 or greater. The City deems a result of 0.02 or greater as a positive result.

If the CDL Driver's alcohol concentration is at least 0.02, but less than 0.04, the CDL driver will not be allowed to operate any City vehicle or piece of equipment – until the next scheduled duty period, if at least 24 hours has elapsed; or a retest shows the alcohol concentration has fallen below 0.02.

If the CDL driver has an alcohol concentration of 0.04 or greater, the CDL driver shall not report for duty or remain on duty requiring the operation of City vehicles or equipment. No supervisor having actual knowledge that a driver has an alcohol concentration of 0.04 or greater, is in possession of alcohol, is using alcohol or has used alcohol within four (4) hours of performing safety sensitive functions, shall permit the CDL driver to operate a city vehicle or piece of equipment.

Employees required to submit to alcohol testing will be notified prior to, during or immediately after performance of a safety sensitive duty.

Controlled Substance Testing

The controlled substance (drug) testing will be a "split sample" urine specimen for the following (NIDA 5-panel): amphetamines, cannabinoids (marijuana, THC), cocaine, opiates, phencyclidine (PCP).

This testing will involve a urine split sample test. This test requires that the urine sample will be divided into two samples. If the first sample tests positive, the employee may, within 72 hours of notification, have the other sample tested at another laboratory. If second test is negative or for any reason is not available, the entire test will be considered negative.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

Types of Testing:

Random Testing

Effective January 1, 2016, federal guidelines state affected employees will be randomly tested for alcohol and will be tested for controlled substances. The percentage of employees for each is dictated every calendar year by the (FMCSA) Federal Motor Carrier Safety Administration.

The City will ensure that each CDL driver, who is notified of selection for random alcohol and/or controlled substance testing, submits to the required test immediately.

A CDL driver may be tested for alcohol just before, while operating, or just after operation of a City vehicle or piece of equipment. Random controlled substance testing may be performed at any time while the CDL driver is at work.

Post- accident testing

Post-accident testing includes both alcohol and controlled substance testing will be conducted if the accident involved a fatality, an injury treated away from the scene, a towed vehicle and/or the driver is cited for a moving violation.

The required post-accident alcohol test will be administered within two (2) hours following the accident and the controlled substances test will be administered within 32 hours.

No CDL driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, on until he or she undergoes a post-accident alcohol test, whichever occurs first.

Any CDL driver, subject to post-accident testing, who leaves the scene of an accident before a test is administered or fails to remain readily available for testing may be deemed by the City to have refused to submit for testing. Such refusal is treated as if the CDL driver has a "verified positive" controlled substances test result or had an alcohol test result of 0.04 or greater, which will subject the employee to disciplinary action and possibly discharge.

If the CDL driver refuses to submit to a post-accident test after a fatal accident, the FHWA will disqualify such driver for one (1) year. This will result in termination of employment of the employee due to the loss of license and the inability to perform the functions of their position.

Reasonable Suspicion Testing

The City will require a CDL driver to submit to an alcohol and/or controlled substances test when the City has reasonable suspicion that the CDL driver has violated the FHWA prohibitions concerning alcohol and/or controlled substances.

Reasonable suspicion will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech and/or body odor of the driver.

Under FHWA regulations, only one (1) supervisor is required to make the "reasonable suspicion" determination. Documentation of the grounds for reasonable suspicion to require a controlled substances test must made and signed by the supervisor within 24 hours of the observed behavior or before the results of the test are released, whichever is later.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

Reasonable suspicion tests will be conducted within twenty-four (24) hours of the suspected conduct. Delays after that period will require documentation regarding the delay.

Follow-up Testing

Following a determination that a CDL driver is in need of assistance in resolving alcohol misuse and/or drug abuse problems, the City will require the driver to participate in a rehabilitative program.

After completion of any recommended rehabilitative program, the affected employee will submit to at least six (6) follow up tests in the following twelve (12) month period. Costs and leaves of absence associated with rehabilitative programs will be at the employee's expense. Recurrence will result in termination.

13.8 EMPLOYEE ASSISTANCE

The City regards its employees as its most important asset. While the City does not provide formal assistance, there are area agencies that provide help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from a mental health provider or other community resources before drug or alcohol problems lead to disciplinary action.

Information about a self-referred employee's contact with a mental health provider is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline ~~solely~~ as a result of a self-referral for treatment.

However, the use of a certified mental health provider or other community resources will not shield the employee from appropriate disciplinary action for violation of the City's substance abuse policy if such violation comes to the city's attention through other means such as reports from employees or outsiders, direct observation, testing, etc.

Employees referred to a mental health provider as a result of a violation of the City's substance abuse policy may continue their employment with the city provided:

- Contact the provider and strictly adhere to all the terms of treatment and counseling prescribed by the provider.
- Immediately cease any and all use of alcohol and/or drugs; and consent in writing to periodic unannounced testing for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later.

In keeping with the city's need for safety and security, the Human Resources Manager will determine whether the city should grant a leave of absence or reassign an employee following a positive test or during the period of evaluation, treatment, or counseling. This reassignment may result in a demotion for the time period thereof.

Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits. Time lost from work for such a program will be without pay.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

13.9 REPORTING VIOLATION OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to discipline up to and including termination of employment.

13.10 COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

13.11 REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

Attachment: Personnel Rules & Regulations - Draft Update 2024 (2024-R-33 : Personnel Rules and Regulations Update 2024)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 28, 2024**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023 - 2024; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-34**
APPLICANT:
PLANNER:

DISCUSSION:

Wire 3, LLC is a communication company that provides internet and phone services to residents and business customers.

All telecommunication providers are required to get right-of-way use permits for any underground work to be completed within the city. Furthermore, they are also required to complete a request for utility locates in the area where work is being done. Wire 3 started sending five to six requests for different locations almost daily causing city utility maintenance crews to be overwhelmed. City staff and Wire 3 developed a system where the installer would complete the locations based on GIS and Atlas data and city staff would verify in the field.

Wire 3 was negligent in the installation of numerous locations causing city infrastructure damages (water, sewer, and roadway) that required repairs to restore the utility services or pavement damage. Repair costs were tracked and invoiced to Wire 3, LLC.

FISCAL ANALYSIS:

This Resolution will increase the revenue budget $78,601.20 for the amount of damages invoiced to Wire 3, LLC for subcontract costs, and reimburse the budget for the corresponding expenses incurred.

STAFF RECOMMENDATION:

Recommend approval.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024.

ATTACHMENTS:

- Attachment A - Wire 3 (XLSX)
- Subcontract Costs - Wire 3 damages (XLSX)

Resolution No. 2024-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023 - 2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill, by Resolution 2023-R-52, adopted an operating budget for Fiscal Year 2023 - 2024; and

WHEREAS, The City of Holly Hill, Resolution 2023-R-59, Resolution 2023-R-68, Resolution 2023-R-69, Resolution 2024-R-4, and Resolution 2024-R-9 amended the operating budget for Fiscal Year 2023-2024; and

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

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2023-2024 budget.

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

SECTION 1. AMENDED BUDGET. The City Commission of the City of Holly Hill amends the Fiscal Year 2023-2024 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

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

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

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2024.

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

Requesting Department		Date
Finance		5/28/2024

ADD FUNDS TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION:	AMOUNT:
400-0000-369-3000	Settlements	$78,601.20
	Total	$78,601.20

ADD FUNDS TO ACCOUNT NUMBER:		
400-3020-535-4601	Repairs & Maintenance (Sewer Utility)	$29,977.00
400-3010-533-4601	Repair & Maintenance (Water Utility)	$48,264.20
400-3020-535-5204	Small Tools & Equipment	$360.00
	Total	$78,601.20

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

Amend budget for the receipt of a reimbursements from Wire # LLC for damages done while installing telecommunications cable.

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----------

Department Head Signature — Date

City Manager Signature — Date

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

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? Yes No

Employee Signature — Date

Attachment: Attachment A - Wire 3 (2024-R-34 : FY 23-24 Budget Amendment - Wire 3, LLC Reimbursements)

Wire 3 damages - Subcontracted costs

VENDOR	INVOICE #	DATE		AMOUNT	GL ACCOUNT
Blacksands Development	318	10/4/2023	$	10,156.54	400-3010-533-4601
Clog Dog	462853	10/5/2023	$	250.00	400-3020-535-4601
Clog Dog	462854	10/6/2023	$	465.00	400-3020-535-4601
Clog Dog	462861	10/17/2023	$	250.00	400-3020-535-4601
Clog Dog	462878	10/23/2023	$	420.00	400-3020-535-4601
Clog Dog	462894	10/27/2023	$	250.00	400-3020-535-4601
Blacksands Development	329	11/6/2023	$	15,847.66	400-3010-533-4601
JD Weber Construction	4154	11/7/2023	$	18,860.00	400-3010-533-4601
Drain Cables Direct (P-Card)	23BA37444	11/9/2023	$	360.00	400-3020-535-5204
Clog Dog	462951	11/10/2023	$	300.00	400-3020-535-4601
Clog Dog	462970	11/15/2023	$	250.00	400-3020-535-4601
Clog Dog	462989	11/24/2023	$	250.00	400-3020-535-4601
Clog Dog	462990	11/24/2023	$	250.00	400-3020-535-4601
Clog Dog	462926	12/20/2023	$	250.00	400-3020-535-4601
Clog Dog	462946	12/28/2023	$	300.00	400-3020-535-4601
Clog Dog	462505	1/2/2024	$	300.00	400-3020-535-4601
Clog Dog	462514	1/4/2024	$	300.00	400-3020-535-4601
The Alternative Asphalt	1178	1/8/2024	$	3,400.00	400-3010-533-4601
Clog Dog	462528	1/11/2024	$	250.00	400-3020-535-4601
Clog Dog	355816	1/25/2024	$	300.00	400-3020-535-4601
Clog Dog	355817	1/26/2024	$	300.00	400-3020-535-4601
Clog Dog	355818	1/26/2024	$	300.00	400-3020-535-4601
Clog Dog	355820	1/29/2024	$	300.00	400-3020-535-4601
Clog Dog	355821	1/30/2024	$	250.00	400-3020-535-4601
Clog Dog	355829	1/31/2024	$	300.00	400-3020-535-4601
Clog Dog	355837	2/6/2024	$	300.00	400-3020-535-4601
Danus Utilities	6629	2/22/2024	$	16,940.00	400-3020-535-4601
Clog Dog	570509	3/21/2024	$	300.00	400-3020-535-4601
Clog Dog	570525	3/28/2024	$	300.00	400-3020-535-4601
Black Sands	366	4/1/2024	$	6,302.00	400-3020-535-4601
Total			$	78,601.20	

400-3020-535-4601	29,977.00
400-3010-533-4601	48,264.20
400-3020-535-5204	360.00
	78,601.20

Attachment: Subcontract Costs - Wire 3 damages (2024-R-34 : FY 23-24 Budget Amendment - Wire 3, LLC Reimbursements)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 28, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the First of the (1) One-Year Extensions to Agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for Emergency Debris Hauling and Authorizing the City Manager to Execute the First of the (1) One-Year Extensions to Agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for Emergency Debris Monitoring; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-35**
APPLICANT:
PLANNER:

DISCUSSION:

On June 11, 2019, the City Commission approved joint emergency debris hauling agreements with Phillips & Jordan Inc., Crowder Gulf Joint Venture, Inc and Ceres Environmental Services, Inc., and approved joint emergency debris monitoring agreements with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC. These agreements have an initial term of five (5) years from the date of award with five (5) additional one (1) year renewal options. The initial terms of these agreements are set to expire on June 11, 2024. Although debris hauling and debris monitoring agreements were done as joint agreements with the City of South Daytona and the City of New Smyrna Beach, the terms of the agreement specify that each City retains the sole right to determine whether the renewal option should be granted. Copies of these agreements are included under Exhibit 'A'.

With the approach of hurricane season, it is imperative that the City maintain active agreements with both debris haulers and debris monitors should a disaster occur. All debris haulers and monitors have agreed to maintain current rates of their agreements. As such, it is recommended that Phillips & Jordan, Crowder Gulf and Ceres Environmental each be awarded the first of the one (1) year extensions for debris hailing and that Tetra Tech, Rostan Solutions and Thompson Consulting Services each be awarded the first of the one (1) year extensions for debris monitoring. Copies of these extension agreements are included under Exhibit 'B'.

FISCAL ANALYSIS:

There are no costs affiliated with awarding one-year extensions to these contracts. Should a disaster occur, one debris hauler and one debris monitor will be activated and "not to exceed costs" will be developed and presented to the Holly Hill City Commission for approval.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to execute the first of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling and authorize the City Manager to execute the first of the (1) one-year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for emergency debris monitoring.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to execute the first of the (1) one-year extensions to agreement RFP 19Authorize the City Manager to execute the first of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling and authorize the City Manager to execute the first of the (1) one-year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for emergency debris monitoring.

ATTACHMENTS:

- Exhibit A - Contractor Agreements (PDF)
- Exhibit B - Contract Renewals (PDF)

Resolution No. 2024-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC AND THOMPSON CONSULTING SERVICES, LLC FOR EMERGENCY DEBRIS MONITORING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC AND THOMPSON CONSULTING SERVICES, LLC FOR EMERGENCY DEBRIS MONITORING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current agreements for emergency debris hauling and emergency debris monitoring are set to expire on June 11, 2024; and

WHEREAS, it is of paramount importance to have debris hauling and monitoring agreements in place in the event that disaster strikes; and

WHEREAS, the City of Holly Hill retains the sole right to determine whether renewal options should be granted; and

WHEREAS, all debris haulers from agreement RFP 19-PW-16 and all debris monitors from agreement RFP 19-PW-15 have agreed to the first of the (1) one-year extensions with no price increases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the first of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling.

SECTION 2. That the City Commission does hereby approve the first of the (1) one-year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC. for emergency debris monitoring.

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 28th day of MAY, 2024.

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16

THIS AGREEMENT is made and entered into this 11 th day of June 2019, by and between Phillips & Jordan Inc., duly authorized to conduct business in the State of Florida and whose address is 10201 Parkside Drive Suite 300 Knoxville TN 37922, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-16), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR reimbursable expenses per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS

By: Dudley Orr, Vice President

Dated: May 16, 2019

Attachments: **A. RFP #19-PW-16**
B. Firm Response to RFP
C. Attachment 1

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Exhibit F

Attachment 1

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	$95.00
1.2	Backhoe, Cat 416	1	HR	$135.00
1.3	Wheel Loaders, Cat 950	1	HR	$140.00
1.4	Wheel Loaders, Cat 966	1	HR	$165.00
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1.6	Tracked Loader, Cat 955	1	HR	$145.00
1.7	Towed Loader w/Tractor	1	HR	$215.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	$225.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	$225.00
1.10	Dozer, Cat D4	1	HR	$145.00
1.11	Dozer, Cat D5	1	HR	$165.00
1.12	Dozer, Cat D6	1	HR	$185.00
1.13	Dozer, Cat D7	1	HR	$195.00
1.14	Dozer, Cat D8	1	HR	$225.00
1.15	Excavators, Cat 320	1	HR	$135.00
1.16	Excavators, Cat 325	1	HR	$165.00
1.17	Excavators, Cat 330	1	HR	$175.00
1.18	Tractor w/Box Blade, 80 HP	1	HR	$65.00
1.19	Motor Grader, Cat 120G	1	HR	$165.00
1.20	Crane, 30 TON	1	HR	$300.00
1.21	Bucket Truck, Up to 50' Reach	1	HR	$150.00
1.22	Bucket Truck, 50' to 75' Reach	1	HR	$165.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	$145.00
1.24	Mechanized Broom	1	HR	$75.00
1.25	Street Sweeper	1	HR	$90.00
1.26	Water Truck, 2000 Gallon	1	HR	$70.00
1.27	Stump Grinder, Vermeer 252	1	HR	$50.00
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	$150.00
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	$500.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	$550.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	$600.00
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	$120.00
1.33	Truck Mounted Winch, Tow Truck	1	HR	$85.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	$85.00
2.2	Dump Truck, 16 to 20 CY	1	HR	$95.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	$115.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	$125.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	$130.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	$130.00
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	$135.00
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	$120.00
3.2	Pickup Truck, 3/4 Ton	1	DAY	$150.00
3.3	Pickup Truck, 1 Ton	1	DAY	$200.00
3.4	Box Truck, 3/4 Ton	1	DAY	$240.00
3.5	Utility Van, 3/4 Ton	1	DAY	$200.00
3.6	Passenger Van, 9 Passenger	1	DAY	$200.00
3.7	Passenger Car, Full Size	1	DAY	$120.00
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	$95.00
4.2	Supervisor w/Pickup Truck	1	HR	$85.00
4.3	Safety or QC Manager w/Pickup Truck	1	HR	$95.00
4.4	Mechanic w/Truck and Tools	1	HR	$69.00
4.5	Climber w/Gear	1	HR	$69.00
4.6	Operator w/Chainsaw	1	HR	$54.00
4.7	Laborer w/Tools	1	HR	$50.00
4.8	Traffic Control Personnel	1	HR	$45.00
4.9	Ticket Writers	1	HR	$45.00
4.10	Clerical	1	HR	$45.00
4.11	Administrative Assistant	1	HR	$50.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	$11.25
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications)	1	EA	$225.00
5.3	Tree Debris: Leaners	1	EA	$175.00
5.4	Tree Debris: Stumps	1	EA	$275.00
5.5	Construction and demolition debris, including white goods	1	CY	$11.25
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event (CY)	1	CY/Per Ton	$10.50
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	~~CY~~/Per Ton	TN $37.00
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	$42.00
6.2	Restoration of canal banks and slopes	1	LF	$40.00
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	$250.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	$40.00
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	$45.00
6.6	Provision of emergency potable water	1	GL	$1.90
6.7	Provision of emergency ice	1	LB	$1.25
6.8	Temporary bathrooms/port-o-lets (month)	1	EA	$250.00
6.9	Provision of temporary satellite phone (day)	1	EA	$100.00
6.10	Provisions of emergency generators - 25kw to 50kw (day)	1	EA	$250.00
6.11	Provisions of emergency generators - 50kw to 100kw (day)	1	EA	$265.00
6.12	Provisions of emergency generators - 100kw to 150kw (day)	1	EA	$450.00
6.13	Provisions of emergency generators - 250kw (day)	1	EA	$750.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	$45.00
6.15	Grinding / Incinerating	1	CY	$2.25

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15

THIS AGREEMENT is made and entered into this day of June, 2019, by and between Tetra Tech, Inc., duly authorized to conduct business in the State of Florida and whose address is 2301 Lucien Way, Ste 120, Maitland, FL 32751, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-15), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR per the rate sheet "Attachment 1 ", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Cities:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

Les Gillis, City Manager
City of South Daytona
1672 S. Ridgewood Ave.
South Daytona, FL 32119

For Contractor:

Contracts
Betty Kamara, Administrator (Name, Title)
Tetra Tech, Inc. (Company)
2301 Lucien Way, Suite 120 (Address)
Maitland, FL 32751 (City, State, Zip)
407-803-2551 (Phone)

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITIES AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITIES under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

Betty Kamara, Contracts Administrator

FIRMS Tetra Tech, Inc.

By: _____

Jonathan Burgiel, Business Unit President

Dated: May 10, 2019

Attachments: A. RFP #19-PW-15
B. Firm Response to RFP
C. Attachment 1 – Rate Sheet

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Attachment 1

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.
* TDSRS Monitor is a duplicate position to Debris Site Tower Monitors.
* Roving Monitors/Field Coordinators is a duplicate position to Field Supervisor.

	DESCRIPTION	Price Per Hour
A	Project Manager	$ 75.00
B	Field Supervisor	$ 45.00
C	Loading Site Monitors	$ 35.00
D	TDSRS Monitors *	$ 0.00
E	Debris Site Tower Monitors	$ 35.00
F	Roving Monitors / Field Coordinators*	$ 0.00
G	Operations Manager	$ 65.00
H	Data Manager	$ 55.00
I	Administrative Assistant	$ 34.00
J	FEMA Coordinator	$ 95.00
K	Scheduler / Expediter	$ 42.00
L	GIS Specialist	$ 50.00
M	Environmental Specialist	$ 65.00
N	Billing and Invoice Analyst	$ 45.00
O	Data Entry Clerk	$ 0.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.

Authorized Signature

Jonathan Burgiel, Business Unit President
Printed Name & Title

Tetra Tech, Inc.
Company

May 10, 2019
Date

2301 Lucien Way, Suite 120
Address

Maitland, FL, 32751
City, State, Zip Code

(407) 803-2551
Telephone No.

betty.kamara@tetratech.com
Email

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Ceres Environmental Services, Inc., duly authorized to conduct business in the State of Florida and whose address is 5968 Professional Parkway East, Sarasota, FL34240, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

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CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS CERES ENVIRONMENTAL SERVICES INC.

By:

David A. Preus, Senior Vice President

Dated: May 8, 2019

Attachments: A. RFP #19-PW-16
B. Firm Response to RFP
C. Attachment 1

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/2019

Purchasing Initials: CW

Dated: 6/11/19

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Exhibit F

Attachment 1

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

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1.7	Towed Loader w/Tractor	1	HR	$190.44
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1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	$109.07
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1.13	Dozer, Cat D7	1	HR	$229.09
1.14	Dozer, Cat D8	1	HR	$255.52
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1.16	Excavators, Cat 325	1	HR	$198.25
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1.21	Bucket Truck, Up to 50' Reach	1	HR	$277.01
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1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	$472.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	$519.39
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	$562.67
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	$112.54
1.33	Truck Mounted Winch, Tow Truck	1	HR	$177.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

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2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	$109.07
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	$109.07
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3.2	Pickup Truck, 3/4 Ton	1	DAY	$177.00
3.3	Pickup Truck, 1 Ton	1	DAY	$206.50
3.4	Box Truck, 3/4 Ton	1	DAY	$236.00
3.5	Utility Van, 3/4 Ton	1	DAY	$188.80
3.6	Passenger Van, 9 Passenger	1	DAY	$200.00
3.7	Passenger Car, Full Size	1	DAY	$141.60
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	$94.17
4.2	Supervisor w/Pickup Truck	1	HR	$94.17
4.3	Safety or QC Manager w/Pickup Truck	1	HR	$94.17
4.4	Mechanic w/Truck and Tools	1	HR	$76.06
4.5	Climber w/Gear	1	HR	$67.07
4.6	Operator w/Chainsaw	1	HR	$67.07
4.7	Laborer w/Tools	1	HR	$42.76
4.8	Traffic Control Personnel	1	HR	$42.76
4.9	Ticket Writers	1	HR	$42.76
4.10	Clerical	1	HR	$42.76
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Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	$29.74
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications)	1	EA	$236.97
5.3	Tree Debris: Leaners	1	EA	$236.97
5.4	Tree Debris: Stumps	1	EA	$236.97
5.5	Construction and demolition debris, including white goods	1	CY	$18.96
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	TBD by no later than 30 days after emergency ev
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	TBD by no later than 30 days after emergency ev
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	$69.74
6.2	Restoration of canal banks and slopes	1	LF	$39.48
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	$495.65
6.4	Removal of boats including towing, processing, and disposal	1	LF	$3,928.55
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	$1,496.23
6.6	Provision of emergency potable water	1	GL	$2.95
6.7	Provision of emergency ice	1	LB	$2.25
6.8	Temporary bathrooms/port-o-lets	1	EA	$297.46 per w
6.9	Provision of temporary satellite phone	1	EA	$2.98 per m
6.10	Provisions of emergency generators - 25kw to 50kw	1	EA	$995.00 per 8- day
6.11	Provisions of emergency generators - 50kw to 100kw	1	EA	$1,480.00 per 8- day
6.12	Provisions of emergency generators - 100kw to 150kw	1	EA	$1,998.00 per 8- day
6.13	Provisions of emergency generators - 250kw	1	EA	$3,386.00 per 8- day
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	$98.26
6.15	Grinding / Incinerating	1	CY	$5.97

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between CrowderGulf Joint Venture, Inc., duly authorized to conduct business in the State of Florida and whose address is 5435 Business Parkway, Theodore, AL 36582, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-16), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR reimbursable expenses per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS

By: CrowderGulf Joint Venture, Inc.

John Ramsay, President & CEO

Dated:

Attachments: A. RFP #19-PW-16
B. Firm Response to RFP
C. Attachment 1

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: CW

Dated: 6/11/19

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Attachment 1

Exhibit F

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	$75.00
1.2	Backhoe, Cat 416	1	HR	$80.00
1.3	Wheel Loaders, Cat 950	1	HR	$125.00
1.4	Wheel Loaders, Cat 966	1	HR	$135.00
1.5	Wheel Loaders, Cat 980	1	HR	$155.00
1.6	Tracked Loader, Cat 955	1	HR	$125.00
1.7	Towed Loader w/Tractor	1	HR	$85.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	$115.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	$130.00
1.10	Dozer, Cat D4	1	HR	$95.00
1.11	Dozer, Cat D5	1	HR	$115.00
1.12	Dozer, Cat D6	1	HR	$160.00
1.13	Dozer, Cat D7	1	HR	$170.00
1.14	Dozer, Cat D8	1	HR	$185.00
1.15	Excavators, Cat 320	1	HR	$110.00
1.16	Excavators, Cat 325	1	HR	$125.00
1.17	Excavators, Cat 330	1	HR	$140.00
1.18	Tractor w/Box Blade, 80 HP	1	HR	$75.00
1.19	Motor Grader, Cat 120G	1	HR	$115.00
1.20	Crane, 30 TON	1	HR	$200.00
1.21	Bucket Truck, Up to 50' Reach	1	HR	$140.00
1.22	Bucket Truck, 50' to 75' Reach	1	HR	$175.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	$120.00
1.24	Mechanized Broom	1	HR	$65.00
1.25	Street Sweeper	1	HR	$70.00
1.26	Water Truck, 2000 Gallon	1	HR	$75.00
1.27	Stump Grinder, Vermeer 252	1	HR	$85.00
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	$90.00
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	$550.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	$600.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	$625.00
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	$130.00
1.33	Truck Mounted Winch, Tow Truck	1	HR	$90.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Attachment 1

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	$45.00
2.2	Dump Truck, 16 to 20 CY	1	HR	$65.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	$75.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	$82.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	$93.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	$100.00
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	$120.00
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	$45.00
3.2	Pickup Truck, 3/4 Ton	1	DAY	$50.00
3.3	Pickup Truck, 1 Ton	1	DAY	$55.00
3.4	Box Truck, 3/4 Ton	1	DAY	$65.00
3.5	Utility Van, 3/4 Ton	1	DAY	$70.00
3.6	Passenger Van, 9 Passenger	1	DAY	$80.00
3.7	Passenger Car, Full Size	1	DAY	$45.00
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	$70.00
4.2	Supervisor w/Pickup Truck	1	HR	$65.00
4.3	Safety or QC Manager w/Pickup Truck	1	HR	$65.00
4.4	Mechanic w/Truck and Tools	1	HR	$55.00
4.5	Climber w/Gear	1	HR	$125.00
4.6	Operator w/Chainsaw	1	HR	$40.00
4.7	Laborer w/Tools	1	HR	$38.00
4.8	Traffic Control Personnel	1	HR	$35.00
4.9	Ticket Writers	1	HR	$35.00
4.10	Clerical	1	HR	$32.00
4.11	Administrative Assistant	1	HR	$32.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
5	**SECTION 5.**	**ALL-INCLUSIVE SERVICES**		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	$16.65
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications) **NOTE: Cut & Hauled to DMS for Reduction**	1	EA	$750.00
5.3	Tree Debris: Leaners	1	EA	$16.95
5.4	Tree Debris: Stumps	1	EA	$16.95
5.5	Construction and demolition debris, including white goods	1	CY	$16.95
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	At Cost / Pass Thru
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	At Cost / Pass Thru
6	**SECTION 6.**	**OPTIONAL SERVICES**		
6.1	Debris removal from lakes and canals	1	CY	$90.00
6.2	Restoration of canal banks and slopes	1	LF	$28.00
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	$200.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	$65.00
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	$20.00
6.6	Provision of emergency potable water	1	GL	$0.85
6.7	Provision of emergency ice	1	LB	$0.40
6.8	Temporary bathrooms/port-o-lets	1	EA	$195.00 per week
6.9	Provision of temporary satellite phone	1	EA	$140.00 per week**
6.10	Provisions of emergency generators - 25kw to 50kw (25 kW)	1	EA	$750.00 / Day
6.11	Provisions of emergency generators - 50kw to 100kw (50 kW)	1	EA	$1100.00 / Day
6.12	Provisions of emergency generators - 100kw to 150kw (100 kW)	1	EA	$1350.00 / Day
6.13	Provisions of emergency generators - 250kw	1	EA	$2200.00 / Day
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	$24.00
6.15	Grinding / Incinerating	1	CY	$3.60

CrowderGulf NOTES - BELOW:

Section 5 - All inclusive services: Includes collection, hauling to DMS, DMS Management, Reduction, Haul Out of Reduced Debris to Final Disposal. ALL TIPPING / DISPOSAL FEES are a pass through cost to client at no mark up.

Line Items 6.6 and 6.7 - Rate does not include delivery, freight, staging, etc. for Ice and Water.

Line Item 6.8 - Typically Portalets are rented by the week or month, rather than each. The rate includes servicing once per week. Additional costs will include delivery, setup, and removal and any additional servicing of units.

Line Item 6.9 - Temporary Satellite Phones includes rental of phone per week. Does not include any additional minutes that may be required.

Line Items 6.10-6.13 - Typically generators are rented by the day, week or month - not Each. The above rate is a daily rate and does not include delivery, fuel, setup and take away. These items will be invoiced to contractor and passed along to client.

Section 6: Tipping / Disposal fees for these line items will be a pass through cost to client with no mark up.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Rostan Solutions, LLC, duly authorized to conduct business in the State of Florida and whose address is 3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-15), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Cities:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

Les Gillis, City Manager
City of South Daytona
1672 S. Ridgewood Ave.
South Daytona, FL 32119

For Contractor:

Sam Rosania, Exec. V.P. (Name, Title)
Rostan Solutions, LLC. (Company)
3433 Lithia Pinecrest Road, Suite 287 (Address)
Valrico, FL 33596 (City, State, Zip)
813-333-7042 | Cell: 813-505-1313 (Phone)

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITIES AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITIES under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS

By:

Sam Rosania, Executive Vice President

Dated: 5/10/2019

Attachments: A. RFP #19-PW-15
B. Firm Response to RFP
C. Attachment 1 – Rate Sheet

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: CAW

Dated: 6/14/19

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Attachment 1

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.

	DESCRIPTION	Price Per Hour
A	Project Manager	$ 85.00
B	Field Supervisor	$ 50.00
C	Loading Site Monitors	$ 38.00
D	TDSRS Monitors	$ 33.00
E	Debris Site Tower Monitors	$ 33.00
F	Roving Monitors / Field Coordinators	$ 38.00
G	Operations Manager	$ 80.00
H	Data Manager	$ 65.00
I	Administrative Assistant	$ 30.00
J	FEMA Coordinator	$ 120.00
K	Scheduler / Expediter	$ 30.00
L	GIS Specialist	$ 65.00
M	Environmental Specialist	$ 65.00
N	Billing and Invoice Analyst	$ 35.00
O	Data Entry Clerk	$ 0.00

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.

Authorized Signature	3433 Lithia Pinecrest Road, Suite 287 Address
Sam Rosania, Executive Vice President Printed Name & Title	Valrico, FL 33596 City, State, Zip Code
Rostan Solutions, LLC Company	813-333-7042 | Cell: 813-505-1313 Telephone No.
5/10/2019 Date	srosania@rostan.com Email

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Thompson Consulting Services, LLC, duly authorized to conduct business in the State of Florida and whose address is ~~1135 Townpark Ave Ste 2101 Lake Mary FL 32746~~. hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

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WITNESSES:

CITY OF HOLLY HILL

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

CITY OF SOUTH DAYTONA

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS

By: Thompson Consulting Services, LLC

Dated: 5/10/2019

Attachments: A. RFP #19-PW-15
B. Firm Response to RFP
C. Attachment 1 – Rate Sheet

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: CW

Dated: 6-11-19

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

Attachment 1

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.

	DESCRIPTION	Price Per Hour
A	Project Manager	$ 68.00
B	Field Supervisor	$ 49.00
C	Loading Site Monitors	$ 35.50
D	TDSRS Monitors	$ 0.00
E	Debris Site Tower Monitors	$ 34.50
F	Roving Monitors / Field Coordinators	$ 0.00
G	Operations Manager	$ 59.00
H	Data Manager	$ 65.00
I	Administrative Assistant	$ 18.50
J	FEMA Coordinator	$ 95.00
K	Scheduler / Expediter	$ 0.00
L	GIS Specialist	$ 55.00
M	Environmental Specialist	$ 65.00
N	Billing and Invoice Analyst	$ 50.00
O	Data Entry Clerk	$ 18.50

1] Positions marked as $0.00 will not be required to complete the scope of work requested by the Cities, and therefore will not be billed to the Cities.

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.

Authorized Signature	1135 Townpark Avenue, Suite 2101 Address
Jon Hoyle, President Printed Name & Title	Lake Mary, Florida 32746 City, State, Zip Code
Thompson Consulting Services, LLC Company	407-792-0018 Telephone No.
5/10/2019 Date	jhoyle@thompsoncs.net Email

Attachment: Exhibit A - Contractor Agreements [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

CROWDER GULF

ADMINISTRATIVE OFFI
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES

WHEREAS, the City of Holly Hill (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Crowder Gulf Joint Venture Inc.; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

NOW, THEREFORE, THE CITY AND CROWDER GULF JOINT VENTURE Inc., AGREE AS FOLLOWS:

1. The City and Crowder Gulf Joint Venture Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The term of this contract renewal agreement shall commence upon the final signature on this document, _____, 2024, and is for a one-year renewal.

CITY OF HOLLY HILL

By: _____
Chris Via, Mayor

Date: _____

CROWDER GULF JOINT VENTURE INC.

By: _____
Ashley Ramsay-Naile, President

Date: _____

Attest: _____
Valerie Manning, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Scott Simpson, City Attorney

Date _____

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
Ceres Environmental Services, Inc.

WHEREAS, the City of HOLLY HILL (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Ceres Environmental Services Inc.; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

NOW, THEREFORE, THE CITY AND CERES ENVIRONMENTAL SERVICES Inc., AGREE AS FOLLOWS:

1. The City and Ceres Environmental Services Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The term of this contract renewal agreement shall commence upon the final signature on this document, _____, 2024, and is for a one-year renewal.

CITY OF HOLLY HILL

By: _____

Date: _____

Attest: _____

CERES ENVIRONMENTAL SERVICES INC.

By: _____
Tia Laurie, Corporate Secretary

Date: _____

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____

END OF CONTRACT FOR SERVICES

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS MONITORING SERVICES
Rostan Solutions LLC

WHEREAS, the City of Holly Hill (City) requested proposals for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

WHEREAS, the City accepted the qualifications of Rostan Solutions LLC; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15

NOW, THEREFORE, THE CITY AND ROSTAN SOLUTIONS LLC, AGREE AS FOLLOWS:

1. The City and Rostan Solutions LLC, agree to all the terms and conditions as stated and contained in the Emergency Debris Monitoring Services Agreement, RFP 19-PW-15, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The term of this contract renewal agreement shall commence upon the final signature on this document, _____, 2024, and is for a one-year renewal.

CITY OF HOLLY HILL

By: _____

Name and Title: _____

Date: _____

ROSTAN SOLUTIONS LLC

By: _____
Travis Mays, Principal

Date: 04/08/2024

Attest: _____

END OF CONTRACT FOR SERVICES

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

thompson
CONSULTING SERVICES

April 9, 2024

Mr. Steve Juengst, Administration Manager
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

Via email: sjuengst@hollyhillfl.org

RE: Mutual Agreement to Extend Contract
Emergency Debris Monitoring Services

Dear Mr. Juengst:

Thompson Consulting Services (Thompson) has been providing the City of Holly Hill, Florida (City) with Emergency Debris Monitoring Services since the execution of the contract on June 11, 2019. The term of the contract is for five (5) years and may be extended for five (5) additional one (1) year terms at the discretion of the City.

If the City desires to exercise the first option to extend the contract, please sign the renewal acceptance below and return a copy to Thompson. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions, until its new expiration date of June 10, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at (407) 792-0018 or by email jhoyle@thompsoncs.net.

Sincerely,

Jon Hoyle
President

RENEWAL ACCEPTANCE
City of Holly Hill, Florida

_____
Signature

_____
Name/Title

_____
Date

2601 Maitland Center Parkway
Maitland, FL 32751
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL AGREEMENT, dated this _____ day of _____, 2024, is entered into by and between the **CITY OF HOLLY HILL, FLORIDA,** a political subdivision of the State of Florida**,** hereinafter referred to as **"CITY"**; and **PHILLIPS AND JORDAN, INCORPORATED, a foreign for-profit corporation** hereinafter referred to as **"CONTRACTOR."**

WITNESSETH

WHEREAS**,** the CITY and CONTRACTOR entered into an agreement dated June 11, 2019, pursuant to the Joint Procurement for Emergency Disaster Debris Hauling & Disposal Request for Proposal No. 19-PW-16, together with all exhibits, attachments, and addenda are incorporated into this agreement as if fully set forth herein (the "Agreement");

WHEREAS, the initial term of the Agreement was for a five (5) year period beginning June 11, 2019, and ending June 10, 2024; and

WHEREAS, pursuant to the terms of the Agreement there are five (5), one (1) year renewal options.

WHEREAS, the Parties agree and would like to exercise the first of these five (5), one (1) year renewal options

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby modified as follows:

1. The WHEREAS clauses are incorporated herein as true and correct.

2. The Agreement is renewed of period from June 11, 2024, to June 10, 2025

3. That as a result of this first renewal there remain four (4), one year renewal options.

4. All other terms and conditions, not modified as set forth herein, of the Agreement are hereby reaffirmed in their entirety.

5. The parties agree that this First Renewal Option and all documents associated with the transaction contemplated herein may be executed by electronic signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this FIRST RENEWAL to be executed below by their duly authorized representatives.

PHILLIPS AND JORDAN, INC.

BY: _____

_____
(printed name)

TITLE: _____

DATE: _____

CITY OF HOLLY HILL, FLORIDA

BY: _____

_____
(printed name)

TITLE: _____

DATE: _____

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

BETWEEN CITY OF HOLLY HILL, FL AND TETRA TECH, INC.

AMENDMENT NO. 1

THIS **CONTRACT AMENDMENT NO. 1** is by and between **City of Holly Hill, Florida** (hereinafter referred to as "CLIENT"), and **TETRA TECH, INC.** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, CLIENT has entered into a Contract for Emergency Debris Monitoring Services with CONTRACTOR for a period of five (5) years beginning on June 11, 2019 through June 11, 2024 with the option to renew the contract term for five (five) additional one (1) year periods.

WHEREAS, CLIENT and CONTRACTOR desire to exercise the first renewal option for one (1) additional year.

NOW, THEREFORE, the parties hereby agree as follows:

1. **CONTRACT TERM**. The Contract is renewed from June 12, 2024 through June 11, 2025.

2. **MODIFICATIONS.** This Contract Amendment and the Contract, taken together, constitute the final agreement between CLIENT and CONTRACTOR. Any modification of or additions to the terms of this Contract Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Amendment written below.

City of Holly Hill, Florida

_____

Name:
Title:

TETRA TECH, INC.

_____

Name: Jonathan Burgiel
Title: Business Unit President

Attachment: Exhibit B - Contract Renewals [Revision 1] (2024-R-35 : Debris Hauling and Monitoring Renewals)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 28, 2024**
FROM: **Antoine Khoury**
SUBJECT: **Increase the Annual Limit of Clog Dog Services**
NUMBER: **(ID # 4526)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill is in need of locating and the clearing of sewer blockages when City owned equipment is incapable of clearing the City sewer. In some instances, some of the residences/business have two cleanouts: one (1) from when these homes were on septic tanks and one (1) from when they were converted and connected to City sewer. These instances may require entering private property in order to find cleanouts and using the existing sewer vents or internal plumbing to locate the old cleanout. These cleanouts are generally buried very deep due to previous connections to the septic systems that no longer exist.

On November 28, 2023 the City Commission approved and adopted Resolution 2023-R-74 authorizing the City Manager to execute purchase orders to Clog Dog in the amount of not to exceed $7,500. Since the adoption of this Resolution, the costs of these services has exceeded the adopted $7,500 repair costs field needs due to increased utility repairs caused by fiber optic contractors working within the city right-of-way.

Staff recommends the increase to Clog Dog from not to exceed $7,500 to $20,000 or the adopted budged in the FY23-24 budget.

FISCAL ANALYSIS:

All funding for such repairs will be charged to Wastewater general ledger account 400-3020-535-4601 in an amount not to exceed $20,000 annually.

STAFF RECOMMENDATION:

Staff recommend the increase to Clog Dog from not to exceed $7,500 to $20,000 or adopted funding in the FY23-24 budget whichever is lower.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING AN INCREASE TO A NOT TO EXCEED COST FROM OF $7,500 TO $20,000 ANNUALLY OR THE LIMITS APPROVED BUDGET FOR FY23-24, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 28, 2024**
FROM: **Joseph Forte**
SUBJECT: **Request for a Lien Reduction - 909 Oleander Avenue**
NUMBER: **(ID # 4524)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Code Enforcement Lien Reduction that has been placed on the real property located at 909 Oleander Avenue, Holly Hill, FL 32117. Parcel I.D. 533739040500. The property is currently owned by Nancy Purdy and does not have a homestead exemption.

According to the Claim of Lien recorded on March 7, 2024 the property has been accumulating fines for violations for the following reasons, violation of section 114-727 fence Maintenance, IPMC 304.7 Roofs and Drainage, IPMC 304.1 Exterior Maintenance for damage to soffits and IPMC 304.1 Exterior Maintenance repairs to facia trim.

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property. The fine began accumulating 90 days after October 27, 2023. The property came into compliance on March 4, 2024. As of the request for a lien reduction, the amount of the lien was $11,600.00 plus administrative costs and fees.

The property has not been sold and is not for sale. The owner states: "*Son passed away - COVID, he helped pay the bills. Loan to repair property was in my sons name. I am on social security and only work part time.*"

I negotiated with the property owner entering into an agreement where the city will release the lien for an agreed upon settlement of **$1,679.34**.

Direct expenses to the City include:

Finance Dept.	$15.00 + 35% x1	=$ 20.25
Code Enforcement	$20.48 + 35% x 5	=$ 138.24
Planning Director	$52.48+ 35% x 1	=$70.84
Total Admin Cost		**= $229.34**
Original Special Master Fines		$ 250.00
Filing Fee		$20.00

Release of lien fee	$20.00
TOTAL fees	**$290.00**
Plus 10% of original lien of $11,600.00	**$1,160.00**
Total lien payoff	**$1,679.34**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$1,679.34.**

STAFF RECOMMENDATION:

Reduce the lien from $11,600.00 to the amount of **$1,679.34.** The City shall not release the $11,600.00 lien amount until payment has been received in the amount of **$1,679.34.** If payment is not received by 5:00 PM on June 28, 2024 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the city maintaining the option of foreclosing on the lien.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **$1,679.34.** payable no later than 5:00 PM on June 28, 2024. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 909 Oleander Avenue (PDF)

LIEN REDUCTION REQUEST PACKET

Date: 4/29/24

From: ~~Leslie Montgomery~~ Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS: 909 Oleander Ave.

CASE #: CER 2023-000060

Has the property been sold since the City's lien was filed? YES____ NO✓

If the property has been sold then it does not qualify for a lien reduction. Return to Leslie.

What date did the property become compliant? 3/4/24

If the property is not in compliance it does not qualify for a lien reduction. Return to Leslie.

Has a lis pendins/final judgement been filed? YES____ NO✓

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Leslie.

What date was the lien filed? 3/7/24

Who owned the property at the time our lien was filed?
Nancy Purdy

What supporting documentation is attached?
VCPP, NOV, SM Order, lien

Who owns the property now? Nancy Purdy

What supporting documentation is attached? VCPP

NOTES:

CE Officer completing this form

4/30/24
Date

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

Lien Reduction Request Information Sheet

Property Address: 909 Oleander Date Prepared: 4/30/24

Owner of Property: Nancy Purdy

Date of Notice of Violation: 4/10/23

Violations:

1. IPMC 304.7 Roof Date of Compliance 3/4/24 Exhibit A
2. IPMC 304.1 Soffit Date of Compliance 3/4/24 Exhibit A
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 10/27/23 Daily Fines Start Date: 11/9/23

Daily Fines of $ 100.00 for 116 days equals 11,600.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

11,600.00 Daily Accumulated Fines

52.50 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

7 Code Enforcement Cost (Amount of Staff Hours: Randy-5) Brian-1, Joe-1

35.50 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

CITY OF HOLLY HILL

CASE # CER 2023-000060

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: NANCY PURDY

Property Address: 909 OLEANDER AVE. HOLLY HILL, FL. 32117

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

_____ cell 386-383-9133

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

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

RECEIVED
APR 29 2024

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 NANCY PURDY, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 533739040500

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $_____ for Case No 23-00003511, 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.

NANCY PURDY
Owner's Name

Nancy Purdy
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 29th day of April, 2024.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Nancy K Purdy, who is personally known to me or who has produced FL DL 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 29th day of April, 2024.

Peggy C Collier

Notary Public State of Florida
Peggy C. Collier
My Commission HH 505450
Expires 3/18/2028

Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

STATE OF Florida

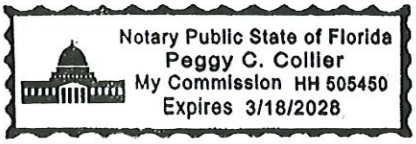
COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Nancy K Purdy, 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 FL DL as identification and did take an oath.

Date: 4/29/24

Peggy C Collier

Notary Public



My Commission Expires_____

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

HOLLY HILL
FLORIDA

CODE CASE DETAILED REPORT CER2023-000060- FOR CITY OF HOLLY HILL, FL

Case Type:	Building (Residential)	**Project:**		**Opened Date:**	12/19/2023
Status:	Closed - Resolved	**District:**	Holly Hill, FL	**Closed Date:**	03/14/2024
Assigned To:	Randy Ast	**Description:**	Transfer of HTE Case		

Parcel: 533739040500 Main	**Address:** 909 Oleander Av Av Holly Hill, FL 32117 Main	

Owner

Nancy Purdy

909 Oleander Ave
Holly Hill, FL 32117

Note	Created By	Date and Time Created
1. Property came into compliance 0n 3/4/24 (Date of Roof permit) Daily fines accumulated from 11/9/23 to 3/4/24: 116 Days @ 100.00/per day = $11,600.00 = +$250.00 SM Fine. The property owner came to city hall and obtained a lien reduction packet.	Randy Ast	4/25/2024 2:09 pm
2. Nancy Purdy 383-9133	Randy Ast	4/25/2024 2:15 pm

Activity Type	Activity Number	Activity Name	User	Created On
Lien Filed with Recorder	LIEN-000234-2024		Randy Ast	03/14/2024
Lien Notification Sent to Property Owner	LIEN-000235-2024		Randy Ast	03/14/2024

Invoice No.	Fee Name	Fee Amount	Amount Paid
	Daily Fines (M)	$100.00	$0.00
	Special Master ($250) (M)	$250.00	$0.00
	Grand Total for Code Case	**$350.00**	**$0.00**

Inspection Number	Inspection Type	Inspection Status	Inspection Date
ICODE-000103-2023 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	01/10/2024 12:00 am
ICODE-000298-2024 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	02/02/2024 12:00 am
ICODE-000674-2024 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	02/13/2024 12:00 am
ICODE-001116-2024 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	02/28/2024 12:00 am
ICODE-001861-2024 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	04/25/2024 12:00 am
ICODE-001923-2024 **Inspector:** Randy Ast **Checklist Comments:**	Zoning Code Enforcement	Scheduled	04/30/2024 12:00 am

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	3477499
Parcel ID:	533739040500
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	39 - 04 - 0500
Owner(s):	PURDY NANCY - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 250583 HOLLY HILL FL 32125
Physical Address:	909 OLEANDER AVE, HOLLY HILL 32117
Building Count:	1
Neighborhood:	2118 - HOLLY HILL 6TH TO 10TH WEST OF CENTER
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOTS 50 & 51 BLK D SHERVILLE PARK HOLLY HILL PLAT 2 MB 2 PG 186 PER OR 4335 PG 1137 PER OR 8281 PG 0338

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$85,661	$82,347	$68,460
Land Value:	$15,750	$13,500	$11,250
Just/Market Value:	$101,411	$95,847	$79,710

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

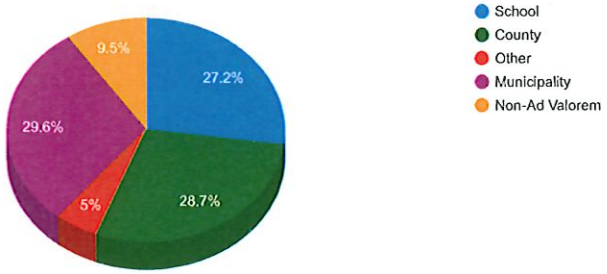
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$101,411	$101,411	$0	$101,411	1.5000	$152.12
0012	DISCRETIONARY	$101,411	$101,411	$0	$101,411	0.7480	$75.86
0011	REQ LOCAL EFFORT	$101,411	$101,411	$0	$101,411	3.1610	$320.56
0050	GENERAL FUND	$101,411	$101,411	$0	$101,411	3.3958	$344.37
0053	LAW ENFORCEMENT FUND	$101,411	$101,411	$0	$101,411	1.4541	$147.46
0055	LIBRARY	$101,411	$101,411	$0	$101,411	0.4209	$42.68
0520	MOSQUITO CONTROL	$101,411	$101,411	$0	$101,411	0.1781	$18.06
0530	PONCE INLET PORT AUTHORITY	$101,411	$101,411	$0	$101,411	0.0692	$7.02
0058	VOLUSIA ECHO	$101,411	$101,411	$0	$101,411	0.2000	$20.28
0057	VOLUSIA FOREVER	$101,411	$101,411	$0	$101,411	0.2000	$20.28
0065	FLORIDA INLAND NAVIGATION DISTRICT	$101,411	$101,411	$0	$101,411	0.0288	$2.92
0100	HALIFAX HOSPITAL AUTHORITY	$101,411	$101,411	$0	$101,411	0.7878	$79.89
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$101,411	$101,411	$0	$101,411	0.1793	$18.18
0200	HOLLY HILL	$101,411	$101,411	$0	$101,411	5.9000	$598.32
						18.2230	$1,848.01

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	2.00	$96.00	$192.00

Estimated Ad Valorem Tax:	$1,848.01
Estimated Non-Ad Valorem Tax:	$192.00
Estimated Taxes:	**$2,040.01**
Estimated Tax Amount without SOH/10CAP ⓘ	$2,040.01

Where your tax dollars are going:



Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

3/7/2024 9:12:11 AM
Instrument# 2024044566 4 pg
Book: 8526 Page: 4409
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peg Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 533739040500	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is the lienor herein.

City of Holly Hill

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

Respondent ordered to pay fines, fees and cost as allows:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on October 30, 2023, which remains unpaid as of February 27, 2024.
Case #CER2023-000060

Fines of $50.00 per day ($50 per day, per violation, 4 violations) commencing on November 29, 2023.

on the following described real property in Volusia County, Florida:
LOTS 50 & 51 BLK D SHERVILLE PARK HOLLY HILL PLAT 2 MB 2 PG 186 PER OR 4335 PG 1137 PER OR 8281 PG 0338

909 Oleander Ave., Holly Hill, FL 32117.

Owned by Nancy Purdy. Fine, fees and cost of $50 per day ($50 per day per violation, 4 violations) commencing on November 29, 2023 along with a Two Hundred and Fifty Dollar ($250.00) Hearing Fine, which remains unpaid as of February 27, 2024.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia Count Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Directo

Sworn to and subscribed before me this 4th day of March, 2024.

PEGGY C. COLLIER
Notary Public-State of Florida
Commission # GG 971072
My Commission Expires
March 18, 2024

Peggy C. Collier
Notary Public

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political **Parcel No. 5337-3904-0500**

Sub-division of the State of Florida **Case No. 23-3511**

New #
CER2023-000060

Petitioner,

-vs-

Nancy Purdy, Owner

Respondent(s).

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 27th of October 2023, The owner of the property Nancy Purdy, was not present. Based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Nancy Purdy, Owner and Respondents of the property located at 909 Oleander Ave., Holly Hill, Florida 32117 were granted an extension by Code Enforcement Officer. The Code Enforcement Officer was contacted by the property owner's attorney on June 13, 2023 and was informed the probate would be finalized in the next thirty (30) days. Attempts were made to contact the attorney after the probate date and no response. Property was posted and notice of violation was issued 04/10/2022. Notice to appear and property posted on 10/09/2023 for the violation of 114-727 Fence Maintenance, repair the damaged wood stockade fence. Violation IPMC 304.7 Roofs and Drainage, remove the concrete blocks and tarp and properly repair the roof. Violation IPMC 304.1 Exterior Maintenance, repair the damaged soffit on the front and the South side of the house. Violation IPMC 304.1 Exterior Maintenance, Repair the damaged fascia trim on the South side of the house.

At the hearing, the Code Enforcement Officer Randy Ast, testified and provided evidence of the above. No one appeared on behalf of the Owner at this hearing.

CONCLUSIONS OF LAW

That the Owners and Respondents of the property located at 909 Oleander Ave, Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances: Violation 114-727 Fence Maintenance, repair the damaged wood stockade fence. Violation IPMC 304.7 Roofs and Drainage, remove the concrete blocks and tarp and properly repair the roof. Violation IPMC 304.1 Exterior

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

Maintenance, repair the damaged soffit on the front and the South side of the house. Violation IPMC 304.1 Exterior Maintenance, Repair the damaged fascia trim on the South side of the house. – Notice of violation and the Notice to Appear was issued in this matter.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine of two hundred fifty dollars ($250.00) due within ninety (90) days of this order. If the Respondents fail to pay the administrative fine within ninety (90) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondents' real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.
The Respondent must bring all the violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of Fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 30th day of October 2023 in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest:

Code Enforcement Official

This instrument prepared by John A Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 30th, day of October, 2023.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 30th day of October, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Nancy Purdy

909 Oleander Ave.

Holly Hill, Fl 32117

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

HOLLY HILL
FLORIDA

City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL. 32117 (386)248-9433

NOTICE OF VIOLATION / NOTICE TO APPEAR

Date: April 10, 2023 **Case Number:** 23-00003511

PURDY NANCY
909 OLEANDER AVENUE
HOLLY HILL, FL 32117

Violation Location: 909 OLEANDER AVE
Parcel ID: 5 3 37 39 04 0500
Property Owner: PURDY NANCY
Date of Violation(s): March 09, 2023
Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail
00010 114-727 FENCE MAINTENANCE
Date Est: March 09, 2023 Location: Qty: 001

Violation Text
Repair the damaged wood stockade fence.

Violation Description
(a) All fences shall be maintained in their original upright condition.
(b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

The violation(s) must be corrected by: **May 12, 2023**

Code Enforcement Officer:
RANDY AST
386-248-9431
RAST@HOLLYHILLFL.ORG

Note:
It is your responsibility to contact the Building and Zoning Department to determine which corrective action(s) require permits. The violation(s) are deemed to still exist if the corrections are completed improperly, without using a licensed contractor, or without obtaining a permit when required.

It is the responsibility of the persons cited to contact the City for an inspection when the violation(s) are corrected. The violation(s) will be deemed to be in existence until the Code Enforcement Officer determines that the violation(s) has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Mandatory appearance before the Special Master with possible fines of up to $500.00 per day.

Hearing Date: June 15, 2023 Time: 1:00 PM Address: City Hall, Commission Chambers, 1065 Ridgewood Ave., Holly Hill, FL. 32117.

City abating nuisance which will result in a lien being placed on the property for the actual cost of services provided.

This citation is issued pursuant to Division III, Code Enforcement, Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. These violations for which you are charged are civil infractions. Your signature below does not constitute an admission of guilt. Refusing to sign this notice does not relinquish your responsibility for the listed violations.

Upon receipt of this violation/citation you must, within (15) days, pay the applicable civil fine indicated above or within the specified time period, contest the violation or fine by filing a request for specoal master hearing. Any person that receives a citation may contest the citation by filing a written request for hearing providing the written request to the City of Holly Hill Code Enforcement Division within 15 calendar days from the citation issue date. If you elect to pay the applicable civil fine, it will be deemed an admission of the violation. If you fail to pay the appicable civil fine as indicated AND fail to appear at the hearing on the

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peg Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 533739040500	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is the lienor herein.

City of Holly Hill

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

Respondent ordered to pay fines, fees and cost as allows:
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Case #CER2023-000060

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Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Direct

Sworn to and subscribed before me this 4th day of March, 2024.

PEGGY C. COLLIER
Notary Public-State of Florida
Commission # GG 971072
My Commission Expires
March 18, 2024

Peggy C. Collier
Notary Public

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Nancy Purdy, Owner

Respondent(s).

Parcel No. 5337-3904-0500

Case No. 23-3511

New #
CER2023-0000060

ORDER OF NON-COMPLIANCE

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DONE AND ORDERED this 30th day of October 2023 in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest:

Code Enforcement Official

This instrument prepared by John A Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 30th, day of October, 2023.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 30th day of October, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Nancy Purdy

909 Oleander Ave.

Holly Hill, Fl 32117

IMPORTANT NOTICE

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Attachment: 909 Oleander Avenue (4524 : Request for a Lien Reduction - 909 Oleander Avenue)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **May 28, 2024**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Creating Separation Requirements and Adding Definitions; Amending Sections 114-353 and 114-593 and 78-14 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3078**
APPLICANT: **Brian Walker**
PLANNER:

DISCUSSION:

In 2014 the Compassionate Use Act legalized low-THC medical cannabis for patients with cancer and epilepsy and ALS.

In November of 2016, the Florida Medical Marijuana Legalization Initiative referendum (Amendment 2) passed with 71.3% of the vote, which expanded the medical marijuana program.

While the Florida legislature worked on establishing the rules for administration of the production and distribution systems for medical marijuana, and how such would affect local zoning regulations, the City adopted Ordinance 2988 which established a twelve month marijuana moratorium.

In 2017, the Florida legislature established a framework for the medical marijuana industry. Within those guidelines, the legislature mandated that municipalities could either outright ban medical marijuana dispensaries or permit them anywhere that a prescription pharmacy is permitted. While many municipalities decided to ban medical marijuana facilities, the Holly Hill City Commission chose to respect the will of the voters by repealing the moratorium and allow licensed medical marijuana dispensaries within the City.

As the number of dispensaries grows with in the State, there has been concern regarding negative impacts resulting from clusters of multiple state-licensed marijuana retail facilities located in close proximity. While this has not become a problem within the City as of yet, the City would like to be proactive in avoiding potential negative impacts. For this reason, staff is proposing that a minimum distance of one mile be required between pharmacies - which includes medical marijuana dispensaries.

To establish the minimum distance requirement, the following language is proposed:

Pharmacies, to include licensed medical marijuana treatment centers/dispensaries, shall not be

located within one mile "as the crow flies" of another pharmacy. The distance shall be measured as the linear distance between the two closest property lines.

In order to clarify what is meant by the term "pharmacy, staff is also proposing that a definition be added to the Definitions portion of the Land Development Regulations as follows:

Pharmacy. An establishment engaged in the retail sale of prescription drugs. Accessory uses may include automated teller machines (ATMs) and facilities providing drive-through service (see Drive-Through Service). The term also includes licensed medical marijuana treatment centers / dispensaries.

FISCAL ANALYSIS:

The proposed ordinance does not have any fiscal impact.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on May 6, 2024, the Board of Planning and Appeals (BOPA) voted unanimously against recommending the proposed Ordinance creating a distance requirement. However, they were in favor of adding the proposed definition of a pharmacy to the Land Development Regulations. The BOPA voted 3-2 in favor of recommending an outright ban on any additional medical marijuana facilities, except that those currently existing in the City can remain.

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt an Ordinance of the City of Holly Hill, Florida, creating separation requirements between pharmacies, including medical marijuana dispensaries, and adding definitions; amending sections 114-353 and 114-593 and 78-14 of the Land Development Regulations; providing for codification; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Pharmacy Location Map as of 4-23-24 (PDF)

Ordinance No. 2024-3078

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SEPARATION REQUIREMENTS AND ADDING DEFINITIONS; AMENDING SECTIONS 114-353 AND 114-593 AND 78-14 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SEPARATION REQUIREMENTS AND ADDING DEFINITIONS; AMENDING SECTIONS 114-353 AND 114-593 AND 78-14 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to clearly define what is meant by a "pharmacy"; and

WHEREAS, the Florida Legislature has required that medical marijuana dispensaries be allowed anywhere a pharmacy is sited, or not allowed at all; and

WHEREAS, the City Commission desires to respect the will of the voters by allowing licensed medical marijuana dispensaries; and

WHEREAS, the City desires to prevent negative impacts resulting from clusters of multiple state-licensed marijuana retail facilities located in close proximity; and

WHEREAS, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities while also protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill.

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

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

SECTION 2. Add the following definition to Chapter 78 - GENERAL PROVISIONS, Sec. 78-14. - Definitions.

Pharmacy. An establishment engaged in the retail sale of prescription drugs. Accessory uses

may include automated teller machines (ATMs) and facilities providing drive-through service. The term also includes licensed medical marijuana treatment centers / dispensaries.

SECTION 3. That the entire language of Sections 114-353 (5) and 114-593 (26) is repealed and replaced with the following:

Pharmacies, to include licensed medical marijuana treatment centers/dispensaries, shall not be located within one mile "as the crow flies" of another pharmacy. The distance shall be measured as the linear distance between the two closest property lines.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

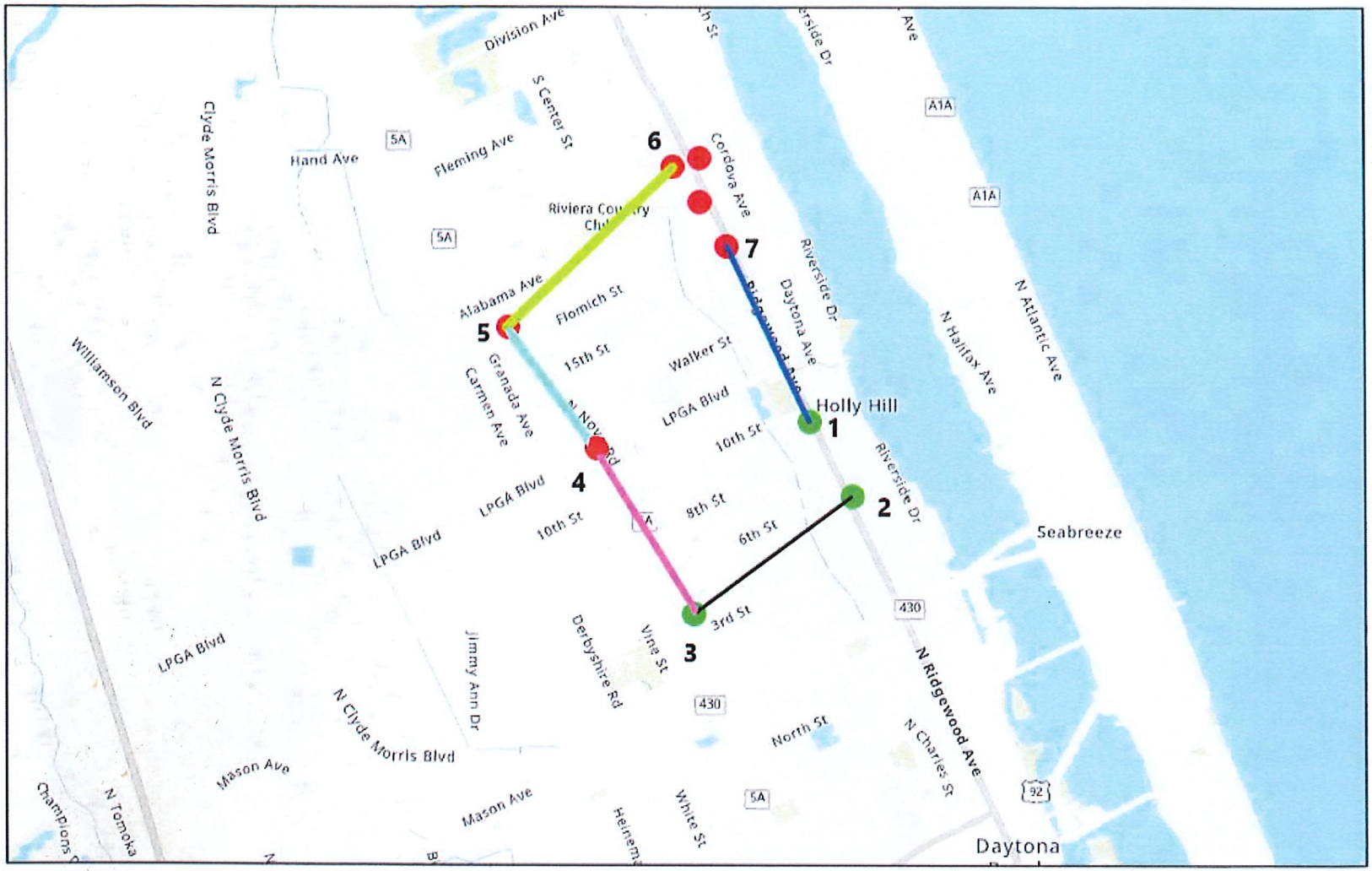
SECTION 6. CODIFICATION. The provisions of this Ordinance, including its recitals, shall become and be made a part of the City of Holly Hill's Land Development Code and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 1, 4, 5, 6, 7, and 8 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7. APPLICABILITY. Pharmacies that do not meet the requirements of this Ordinance and that exist at the time of the passage of this Ordinance, may be continue.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 28th day of MAY, 2024 for first reading.

DISTANCES BETWEEN A SAMPLING OF PHARMACIES AND MEDICAL MARIJUANA DISPENSARIES MEASURED IN MILES AS THE CROW FLYS



1. GREEN DRAGON 915 RIDGEWOOD
2. FLUENT 555 RIDGEWOOD
3. VIDACANN 1027 N NOVA
4. WALGREENS 1600 N NOVA
5. WALMART 1905 N NOVA
6. PUBLIX 1850 RIDGEWOOD
7. FHC 1510 RIDGEWOOD

Pharmacy

Medical Marijuana

1.08 miles

.89 miles

1.30 miles

.82 miles

1.0 miles

Only the 1 mile line is to scale

Attachment: Pharmacy Location Map as of 4-23-24 (2024-O-3078 : Pharmacy Separation Requirements)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**May 28, 2024**
FROM:	**Brian Walker**
SUBJECT:	**990 Alabama Avenue Storage Facility - Special Exception**
NUMBER:	**(ID # 4523)**
APPLICANT:	**Brad Donley PE - Newkirk Engineering, Inc.**
PLANNER:	**Brian Walker**

INTRODUCTION:

The applicant is seeking special exception approval to allow neighborhood residential storage facilities on a parcel in the R-8 zoning district. The subject property is approximately 2.4 acres in size and located on the north side of Alabama Avenue, approximately 1000 feet east of Nova Road, and is more specifically known as 990 Alabama Avenue; (SE2024-02) (Mike Salh, Applicant) (Brian Walker, Community Development Director)

BACKGROUND:

The subject property is a vacant parcel abutting 7 residential backyards on the west, vacant residentially zoned property to the east, and an industrial planned unit development to the north that allows neighborhood storage. The applicant would like to build a one story, 27,360 square foot neighborhood storage building as shown in the attached site plan. Since the property is zoned R-8 (Multifamily Residential District), a special exception is needed for such a facility. The property's future land use is medium density residential.

DISCUSSION:

In order to approve the neighborhood residential storage facility use at the subject location, the City Commission must find that the site and conditions meet the requirements of Section 114-699. The conditions and staff narrative are as follows:

Sec. 114-[699]. Neighborhood residential storage facilities.

(1) Storage facilities shall be used for residential storage only. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises. The operation of a neighborhood residential storage facility shall in no way be deemed to include a transfer and storage business where the use of a vehicle is part of such business.

The submitted plan indicates that at least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. The applicant has indicated that the prohibitions on business activities will be observed. Any violations will also be addressed by City code enforcement.

(2) A storage facility shall be located abutting the zoning district boundary where it will serve as a transition between the residential zoning district and a nonresidential zoning district.

The property abuts an industrial PD to the north and residentially zoned property to the east and west. The property itself is zoned R-8 (Multifamily Residential District) with a medium density residential land use that allows up to 19 dwelling units an acre. The property abuts Parks and Open Space Land use to the east and Commercial to the north. Given the property's location with respect to residential and industrial zoned parcels, the use of a storage facility could be considered a transitional use.

(3) The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.

A traffic demand comparison is attached and demonstrates that traffic demand for the storage facility will be less than that of a residential community built out to its maximum potential of 19 dwelling units and acre, or 44 units.

(4) All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

This will be required at site plan.

(5) The project area shall be no greater than three acres.

The project area is approximately 2.4 acres.

(6) The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).

The proposed FAR is .26

(7) Recreational vehicles, including motor homes, and boats, and other vehicles used only for nonbusiness purposes may be parked or stored on the premises, but only within the building area when screened on all sides by buildings and/or an eight foot high or higher screening fence or wall. Any vehicle that would otherwise be permitted in the R-8 zoning districts may be stored on site.

This will be enforced.

(8) Vehicular access to the premises shall be limited to one entrance and one exit per street frontage.

There is only one ingress and egress for the property.

(9) Off-street vehicular parking shall be provided at the rate of one parking space for every ten storage cubicles. Such parking shall be distributed throughout the premises in order to offer convenient access to every storage cubicle.

Proposed parking as shown on the attached site plan meets this requirement.

(10) There shall be a minimum of 35 feet between warehouse buildings for driveway, parking and fire lanes. Where no parking spaces are provided between buildings and no doorways are provided on opposing walls, a minimum building separation of 15 feet shall be provided.

Only one building is proposed so this does not apply.

(11) No building shall be located within 35 feet of the project perimeter.

The project meets this requirement as shown on the attached site plan.

(12) Except as provided herein, the requirements for signs set out in chapter 110, Holly Hill Code of Ordinances shall apply. Only one sign shall be permitted on each street frontage. The sign area of each sign shall not exceed 32 square feet.

Signage will meet code requirements.

(13) Access to the storage facility shall be limited to the owner and storage unit users and their agents, guests and invitees. The facility shall be designed to discourage the presence of unauthorized persons through the use of site layout facilitating visibility from the street, nonglare lighting, and periodic patrolling/monitoring by the site manager.

The storage facility will be 100% secured with fencing and gated entrance for all excess to the storage units. To access the facility customers will need to park outside the gated facility and enter the office building and purchase a storage unit. Once the storage unit is purchased, then the customer is provided gate entrance code to enter the facility.

All proposed lighting will be installed per City LDC with site photometric plan to make sure there is no off-site glare from lighting per LDC requirements. All lighting will have glare guards to prevent off-site lighting glare.

Section 82-346 (attached) of the land development regulations, provides guidance with regard to reasons why the special exception request can be denied by the City Commission.

Staff has reviewed the requirements and reasons for denial and does not object to the application for a special exception.

RECOMMENDATION:

Staff recommends special exception approval to allow neighborhood residential storage facilities

on a parcel in the R-8 zoning district. The subject property is approximately 2.4 acres in size and located on the north side of Alabama Avenue, approximately 1000 feet east of Nova Road, and is more specifically known as 990 Alabama Avenue, Holly Hill, FL.

- Application (PDF)
- Sec. 82 - 346 - Reasons for denial (PDF)
- Site Layout (PDF)
- Traffic Demand Comparision (PDF)

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

December 22, 2023

Brian M. Walker, AICP, Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
386-248-9424

HOLLY HILL RECEIVED
DEC 22 2023
COMM. DEV. DEPT.

RE: Alabama Storage – Special Exception Submittal
990 Alabama Ave, Holly Hill, FL 31274
Parcel ID: 14-32-42-04-21-0250

Dear Mr. Walker:

- Check in the Amount of $500
- Special Exception Application
- SWPPP Plan with Adjacent Property Owners
- Ownership Disclosure Form
- Owner Authorization Form
- Statement of Request (See Below)
- Boundary Survey
- Site Plan

The Applicant, Mike Salh, proposes a 36,966 sf self-storage building with an employee office and paved parking area. Site improvements for the proposed project will consist of grading, drainage, paving, utilities, and landscaping. The site development area is 2.405 acres with 1.627 acres of impervious surface. The project site is currently zoned R-8 with multifamily future land use and the applicant requests the development of a self-storage facility as a special exception. The proposed project will be gated to limit access and ensure that operation is conducted during daytime hours. Buffers are provided around the site that will consist of existing trees as well as planted landscaping of native species. A wet detention pond is designed per the SJRWMD and City of Holly Hill requirements to reduce runoff rate and volume as well as improve water quality before discharging off the site.

If you have any questions or need additional information, please feel free to call or email me at bdonley@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Brad Donley, PE
Newkirk Engineering, Inc.

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED

PROPERTY

PARCEL ID #:	14-32-42-04-21-0250		
ADDRESS:	990 Alabama Ave, Holly Hill, FL 32174		
TOTAL ACREAGE:	2.405	CURRENT USE OF PROPERTY:	Vacant
WATER PROVIDER:	City of Holly Hill	SEWER PROVIDER:	Private Septic System
ZONING:	R-8	FUTURE LAND USE:	Multifamily
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT?	☑ YES ☐ NO		

OWNER

NAME:	Mike Salh	COMPANY:	Malkit Salh Revocable Living Trust
ADDRESS:	474 Leeway Trail		
CITY:	Ormond Beach	STATE: FL	ZIP: 32174
PHONE:	386-852-0195	EMAIL:	mssalh474@gmail.com

APPLICANT/CONSULTANT

NAME:	Brad Donley, PE	COMPANY:	Newkirk Engineering, Inc.
ADDRESS:	1230 N US HWY 1, Suite 3		
CITY:	Ormond Beach	STATE: FL	ZIP: 32174
PHONE:	386-872-7794	EMAIL:	bdonley@newkirk-engineering.com

REVISED 2018

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

ATTACHMENT CHECKLIST

- ☑ APPLICATION
- ☑ APPLICATION FEE - $500.00
- ☑ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☑ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- ☑ STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- ☑ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☑ DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- ☑ A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.

_____ 12/21/23

SIGNATURE OF OWNER/AUTHORIZED AGENT **DATE**

REVISED 2018

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

What are you requesting?

The applicant is requesting the development of a 36,966 sf self storage building located at 990 Alabama Avenue. The project location is currently zoned R-8 (multifamily residential) and the applicant requests the use of a commerical self-storage facility. Improvements for the proposed project consist of site grading, drainage, utilities, and landscaping.

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐YES ☑NO Explain.
   The proposed project site proposes no problems with the conditions set forth in Sec. 82-346 of the Land Development Code. The project site produces a low daily traffic impact, reduces noise compared to similar commercial uses, and reduces environmental impacts by managing stormwater discharge leaving the site.

2. Is it inconsistent with any element of the comprehensive plan? ☐YES ☑NO Explain.
   The storage use is listed as a special exception for the current site zoning. This property is in a transitional area from residential to a local park. This commerical use will serve as a bridge between the land uses and will go hand and hand with the residential use.

3. Will it adversely affect the public interest? ☐YES ☑NO Explain.
   The proposed project will have a lower traffic impact compared to the current zoning of multifamily residential. Self-storage can be used to serve the surrounding residential areas and acts as a transition from a residential to commercial district.

REVISED 2018

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

SE#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

4. Does it meet the expressed requirements of the applicable special exception? ☑YES ☐NO
Explain.
The site is designed in accordance with the land development code per the self-storage land use.
The project proposes screening and landscaping around the perimeter as a courtesy to surrounding properties.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☑YES ☐NO Explain.
The site design for the proposed project is completed in accordance with the City of Holly Hill Land Development code per the self-storage use. The storwmater system is designed to be in complicance with the City of Holly Hill as well as the SJRWMD criteria.

6. Will it generate undue traffic congestion? ☐YES ☑NO Explain.
ITE trip generation analysis was performed to show that the proposed project produces a total of 54 daily trips. This will reduce traffic impact on Alabama Avenue compared to a more intensive land use. The self-storage facility will be gated to eliminate unwarranted traffic flow around the site.

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☑NO Explain.
The building exterior will serve as an opaque wall and the entrance will be gated to keep the public from entering the site. Hours of operation will be kept to day-time hours to reduce the chance of any public nuisance and limit noise past working hours.

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐YES ☑NO Explain.

The facility will provide a needed resourse for the growing City of Holly Hill. Self-storage is in high demand and this will provide citizens a local option for storage. The low traffic impact will be an advantage for the neighboring residential area.

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐YES ☑NO Explain.

The stormwater system is designed to provide water quality and attenuation for the site in accordance with SJRWMD requirements. Landscaping and a mixture of existing native trees will be used around the project permiter to enhace the site aesthetics.

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

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
Mike Salh	Malkit Salh Revocable	474 Leeway Trail, Ormond Beach, FL 32174	100%
	Living Trust		

(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.)

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

5. For each **limited liability company,** list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase,** list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

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 rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

12/21/23
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Harry Newkirk on this 22nd day of December, 20 23.
Owner, Agent, Applicant Name

Justin Payne
Signature of Notary Public

Justin Payne
Print, Type or Stamp Name of Notary Public

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Mike Salh, Manager of Malkit Salh Revocable Living Trust , the owner of record for the following described property (Legal Description or Tax/Parcel ID Number or Address)
990 Alabama Ave, Holly Hill, FL 32174
hereby affirm that Newkirk Engineering, Inc. is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

☑ Arbor Permit	☑ Special Exception	☐ Variance	☑ Development Plan
☐ Special Event Permit	☐ Vacate	☐ Sign	☐ Other _____

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

12-20-23
Date

Owner's Signature

MALKIT SALH
Owner's Name

STATE OF FLORIDA
COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Malkit Salh, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this _____ day of December 20th, 2023.

NOTARY PUBLIC

JUSTIN PAYNE NOTARY PUBLIC
MY COMMISSION EXPIRES 5-5-2027
STATE OF FLORIDA COMMISSION NUMBER HH 346690

Attachment: Application (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

Sec. 82-346. Reasons for denial.

The city commission may deny any application for a special exception for one or more of the following reasons:

(1) It is inconsistent with the purpose or intent of this subpart.

(2) It is inconsistent with any element of the comprehensive plan.

(3) It will adversely affect the public interest.

(4) It does not meet the expressed requirements of the applicable special exception.

(5) The applicant will not be able to meet all requirements imposed by federal, state or local governments, or by the city commission.

(6) It will generate undue traffic congestion.

(7) It will create a hazard or a public nuisance, or be dangerous to individuals or to the public.

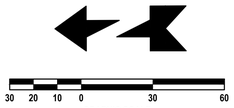
(8) It will materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings.

(9) It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution.

(Ord. No. 2352, § 2(11.3.5), 7-13-93)

Attachment: Sec. 82 - 346 - Reasons for denial (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

LEGEND



TYPE "F" CURB
SEE DETAIL, SHEET No. 14

"F" CURB TRANSITION TO FLAT
SEE DETAIL, SHEET No. 14

10' DECORATIVE FENCE
(SEE ARCHITECTURAL PLANS)

STRIPING KEYNOTES:

1. 6" SOLID WHITE LINE
2. 6" SOLID DOUBLE YELLOW LINE
3. 24" WHITE STOP BAR
4. WHITE DIRECTIONAL ARROW
5. 24" DETECTABLE WARNING MAT PER FDOT INDEX 522-002
6. 12"x6' WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)

PAVING LEGEND

ASPHALT PAVEMENT — 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (BR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

* ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)

*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

CONCRETE PAVEMENT — 6" CONCRETE (3,500 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS)
SEE DETAIL, SHEET No. 14

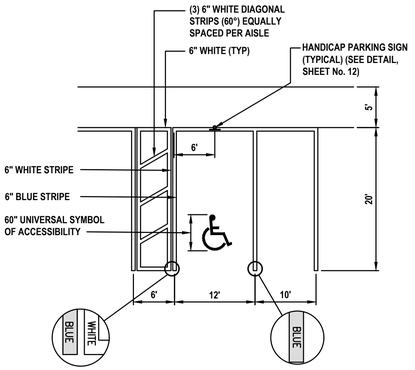
CONCRETE SIDEWALK — 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET No. 12 & 14

PAVEMENT MARKING NOTES:

1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
4. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 706-001.
5. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
6. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
7. FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-101, 17344 AND 711-001.
8. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12' ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

GENERAL NOTES:

1. CITY OF HOLLY HILL BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
2. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
3. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
4. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
5. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
6. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
7. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.



HANDICAP PARKING STRIPING

(UNIVERSAL SPACES PER FLORIDA ADA)

SCALE: 1" = 10'

PARCEL ID#: 14-32-42-04-21-0251
OWNER: COUNTY OF VOLUSIA
123 WEST INDIANA BOULEVARD
DELAND, FL 32720
ZONING: COUNTY P - PUBLIC

PROPOSED 6' TALL FENCE WITH 30' SLIDING SECURITY ACCESS GATE WITH KNOX PADLOCK OR SOS SYSTEM (CONTRACTOR TO CONFIRM EXACT LENGTH)

THICKENED EDGE CONCRETE SIDEWALK FLUSH WITH PAVEMENT

10' LANDSCAPE BUFFER

S00°09'54"W(M) 634.84'(M)

20.4'

20' LANDSCAPE BUFFER

TYPE "F" CURB

165.00'(M)

S89°59'48"E(M)

PARCEL ID#: 14-32-42-04-21-0100
OWNER: 975 GOLF ROAD SELF STORAGE LLC
1602 HASTINGS STREET NE
HAM LAKE, MN 55304
ZONING: IPUD - INDUSTRIAL PLANNED UNIT DEVELOPMENT

R20'

TYPE "F" CURB

35'

(35) 10'x20' PARKING SPACES FOR LOADING

350'

6" BOLLARD (TYPICAL 2 PLACES)

72'

(7) 10'x20' PARKING SPACES FOR LOADING

NOTE:
60 PERCENT BY AREA OF THE STRUCTURE OR STRUCTURES UTILIZED FOR STORAGE PRUPOSES SHALL BE 200 SQUARE FEET OR SMALLER.

1-STORY STORAGE BUILDING 27,360 SF

OFFICE 30'x900 SF WITH RESTROOM 30'

R100'

R35'

R5'

R102'

R7'

R147

SEPTIC DRAINFIELD

25 LF

R37'

15'

6" BOLLARD (TYPICAL 2 PLACES)

CONCRETE WHEELSTOP (TYPICAL 4 PLACES)

WET DETENTION POND

41.5'

(4) PARKING SPACES FOR LOADING

380'

(38) 10'x20' PARKING SPACES FOR LOADING

19.9'

TYPE "F" CURB

R20'

5' LANDSCAPE BUFFER

ALABAMA AVENUE
(50' R/W)(25 MPH)

EXISTING FIRE HYDRANT

STOP
R1-1 (36")

N89°59'48"W

CONC. APRON

R/W

ASPHALT PAVEMENT

200.00'(M)

S89°59'48"E

N00°09'54"E(M) 634.84'(M)

PARCEL ID#: 14-32-42-35-03-0060
OWNER: McGUFFIN, GARY ANDREW
1721 EVERGREEN STREET
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0050
OWNER: BISHOP, GERALD W
1719 EVERGREEN STREET
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0051
OWNER: BIVENS, JAMES / BIVENS LINDA J
1717 EVERGREEN STREET
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0041
OWNER: MORENO, CRYSTAL
1713 EVERGREEN STREET
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0040
OWNER: BARNES, LEROY ALVIN / BARNES, JAMIE THEODORE
125 UNION STREET
PORTAGE, PA 15946
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0030
OWNER: SIZEMORE, PATRICIA EST
1707 EVERGREEN STREET
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0020
OWNER: THOMPSON, JULIE
49 PINTO LANE
ORMOND BEACH, FL 32174
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

PARCEL ID#: 14-32-42-35-03-0011
OWNER: BAGWELL, LILI LE
1176 ALABAMA STREET
HOLLY HILL, FL 32117
ZONING: COUNTY R-4 URBAN SINGLE-FAMILY RESIDENTIAL

S00°09'54"E(M) R/W LINE 1269.68'(M) (BEARING BASIS LINE)

509.59'(M) 90.08'(M) 150.24'(M)

EVERGREEN STREET
(50' R/W)(25 MPH)

PROPERTY INFORMATION	
FUTURE LAND USE (FLU)	MEDIUM DENSITY RESIDENTIAL
ZONING (w/ OVERLAY)	R-8 MULTI-FAMILY RESDENTIAL
FLOODZONE	X
BUILDING USES	SELF STORAGE

REQUIRED SETBACKS			
	BUILDING		LS BUFFER
FRONT (ALABAMA AVE.)	35	FEET	5
REAR (NORTH)	35	FEET	10
SIDE (EAST)	35	FEET	10
SIDE (WEST)	35	FEET	10

PROVIDED SETBACKS (If Different)			
	BUILDING		LS BUFFER
FRONT (ALABAMA AVE.)	199.4	FEET	5
REAR (NORTH)	55.4	FEET	20
SIDE (EAST)	46.5	FEET	10
SIDE (WEST)	46.5	FEET	10

PROPOSED SITE COVERAGE			
AREA TYPE	SF	ACRE	% SITE
BUILDING	27,360	0.628	26.1%
ASPHALT PAVEMENT	40,245	0.924	38.4%
CONCRETE / WALKS	442	0.010	0.4%
GREEN SPACE	36,702	0.843	35.0%
TOTAL SITE	104,749	2.405	100.0%
TOTAL IMPERVIOUS	68,047	1.562	65.0%
TOTAL OPEN SPACE	36,702	0.843	35.0%
FAR REQUIRED =	(0.30) =	32,325 SF	
FAR PROVIDED =	(0.26) =	27,360 SF	

PARKING REQUIREMENTS				
BUILDING USE	A. SF	B. SPACES	C. PER SF	D. REQ.
OFFICE	900	1	250	4
TOTAL REQUIRED SPACES				4
TOTAL REQUIRED ADA SPACES				1
SPECIALTY PARKING REQUIREMENTS				
				REQ.
ADA SPACES				1

PROVIDED PARKING		
	%	PRV.
STANDARD SPACES	4.5%	4
ADA SPACES	1.1%	1
STORAGE SPACES	94.4%	84
TOTAL PROVIDED SPACES		89

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN
ALABAMA AVENUE STORAGE
990 ALABAMA AVENUE
HOLLY HILL, FL 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2023-70
DATE:	DECEMBER 2023
DESIGN BY:	BWD
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1"=30'

DRAWING NUMBER

06

Attachment: Site Layout (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

May 17, 2024

Brian M. Walker, AICP, Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Re: Alabama Avenue Storage
Facility Demand Analysis

Dear Mr. Walker:

Traffic Data and Analysis

Current FLU Traffic Demand							
Area (ac)	Zoning Category	Current Density	Current Units	Type of Use ITE	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
2.4	R-8	19 units/acre	44	ITE 220 Apartments	293	22	27

Special Exemption Proposed Traffic Demand							
Area (ac)	Zoning Category	Building Square Footage (SF)	Current Units	Type of Use	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
2.4	R8	27,360	N/A	ITE 151 Mini Warehouse	68	4	7

If you have any questions or need additional information, please feel free to call or email me at Harry@Newkirk-Engineering.com.

Sincerely,

Harry Newkirk

Digitally signed by Harry Newkirk
DN: CN=Harry Newkirk, dnQualifier=A01410D000001CB9E45A0E00064EE8, O=NEWKIRK ENGINEERING, INC., C=US
Reason: I have reviewed this document
Date: 2024.05.17 07:47:46-04'00'

Harry Newkirk, PE No. 62971
President/CEO of Newkirk Engineering, Inc.

HARRY H. NEWKIRK, P.E. FL. REG. NO. 62971

Attachment: Traffic Demand Comparision (4523 : 990 Alabama Avenue Storage Facility - Special Exception)

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Waterport/Marine Terminal 010	Berths	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Acres	81.90	7.28	6.55		41%	59%	43%	57%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Employees	6.99	0.66	0.55		40%	60%	47%	53%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62		81%	19%	23%	77%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81		69%	31%	28%	72%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	KSF^2	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
General Heavy Industrial 120	KSF^2	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Employees	0.82	0.51	0.88		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Industrial Park 130	KSF^2	6.96	0.84	0.86		82%	18%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Employees	3.34	0.47	0.46		86%	14%	20%	80%		0	0	0	0	0	0	0	0	0
Manufacturing 140	KSF^2	3.82	0.73	0.73		78%	22%	36%	64%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Employees	2.13	0.40	0.36		73%	27%	44%	56%		0	0	0	0	0	0	0	0	0
Warehousing 150	KSF^2	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	0	0	0	0	0
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Warehousing 150	Employees	3.89	0.51	0.59		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	KSF^2	2.50	0.15	0.26		59%	41%	51%	49%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	0	0	NA	NA	0
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	NA	NA	0	0	0	0
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	0	0	0	0	0
High-Cube Warehouse 152	KSF^2	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	0	0	0	0	0
Utilities 170	KSF^2	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	NA	NA	0	0	0	0
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Vehicles	6.02	0.51	0.67		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%	44.0	293	22	27	4	18	0	18	10	0
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	0	0	0	0	0
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	0	0	0	0	0
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	58%	42%		0	0	0	0	0	0	0	0	0
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	0	0	0	0	0
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	0	0	0	0	0
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	0	0	0	0	0
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55		23%	77%	63%	37%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Persons	2.46	0.20	0.26		18%	82%	63%	37%		0	0	0	0	0	0	0	0	0

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Fast Food with Drive Thru 934	KSF²	496.12	49.35	33.48	50%	51%	49%	52%	48%		0	0	0	0	0	0	0	0	0
Fast Food with Drive Thru 934	Seats	19.52	1.32	0.94	50%	53%	47%	53%	47%		0	0	0	0	0	0	0	0	0
Fast Food Drive Thru Only 935	KSF²	NA	NA	153.85	89%	NA	NA	54%	46%		0	NA	0	NA	NA	0	0	0	0
Coffee/Donut Shop w/o Drive Thru 936	KSF²	NA	117.23	40.75		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Shop w/ Drive Thru 937	KSF²	818.58	110.75	42.93		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Drive Thru Only 938	KSF²	1800.00	303.33	75.00	89%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/o Drive Thru 939	KSF²	NA	70.22	28.00		47%	53%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/ Drive Thru 940	KSF²	NA	36.92	19.56		50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Quick Lube Vehicle Shop 941	Service Bays	40.00	3.00	5.19		67%	33%	55%	45%		0	0	0	0	0	0	0	0	0
Automobile Care Center 942	Service Bays	12.48	1.52	2.17		68%	32%	NA	NA		0	0	0	0	0	0	NA	NA	0
Automobile Care Center 942	KSF²	15.86	2.94	3.38		65%	35%	50%	50%		0	0	0	0	0	0	0	0	0
Automobile Parts & Service Center 943	KSF²	NA	NA	4.46		NA	NA	42%	58%				0	NA	NA	0	0	0	0
Gasoline/Service Station 944	Fuel. Position	168.56	12.16	13.87	42%	51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	10.16	13.38	56%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	11.93	13.94		51%	49%	51%	49%		0	0	0	0	0	0	0	0	0
Self-Service Carwash 947	Stalls	108.00	8.00	5.54		50%	50%	51%	49%		0	0	0	0	0	0	0	0	0
Automated Car Wash 948	KSF²	NA	NA	14.12		NA	NA	51%	49%		0	NA	0	NA	NA	0	0	0	0
											293	22	27	4	18	0	18	10	0

RED Rates = CAUTION - Use Carefully - Small Sample Size
Green Rates = Peak Hour of Generator - (no peak rate for the rush hour of adjacent street traffic)
Blue Rates = Saturday Daily total - (no weekday daily rate)

***Pass-By % are Rates from Weekay PM Peak Period**
***The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT**

NA = Not Available
DU = Dwelling Unit
Occ.Room = Occupied Room
KSF² = Units of 1,000 square feet
Fuel Position = the number of vehicles that could be fueled simultaneously

17-May-24

Attachment: Traffic Demand Comparision (4523 : 990 Alabama Avenue Storage Facility - Special

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Waterport/Marine Terminal 010	Berths	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Acres	81.90	7.28	6.55		41%	59%	43%	57%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Employees	6.99	0.66	0.55		40%	60%	47%	53%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62		81%	19%	23%	77%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81		69%	31%	28%	72%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	KSF²	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
General Heavy Industrial 120	KSF²	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Employees	0.82	0.51	0.88		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Industrial Park 130	KSF²	6.96	0.84	0.86		82%	18%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Employees	3.34	0.47	0.46		86%	14%	20%	80%		0	0	0	0	0	0	0	0	0
Manufacturing 140	KSF²	3.82	0.73	0.73		78%	22%	36%	64%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Employees	2.13	0.40	0.36		73%	27%	44%	56%		0	0	0	0	0	0	0	0	0
Warehousing 150	KSF²	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	0	0	0	0	0
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Warehousing 150	Employees	3.89	0.51	0.59		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	KSF²	2.50	0.15	0.26		59%	41%	51%	49%	27.4	68	4	7	2	2	0	4	3	0
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	0	0	NA	NA	0
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	NA	NA	0	0	0	0
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	0	0	0	0	0
High-Cube Warehouse 152	KSF²	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	0	0	0	0	0
Utilities 170	KSF²	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	NA	NA	0	0	0	0
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Vehicles	6.02	0.51	0.67		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%		0	0	0	0	0	0	0	0	0
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	0	0	0	0	0
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	0	0	0	0	0
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	58%	42%		0	0	0	0	0	0	0	0	0
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	0	0	0	0	0
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	0	0	0	0	0
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	0	0	0	0	0
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55		23%	77%	63%	37%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Persons	2.46	0.20	0.26		18%	82%	63%	37%		0	0	0	0	0	0	0	0	0

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Fast Food with Drive Thru 934	KSF²	496.12	49.35	33.48	50%	51%	49%	52%	48%		0	0	0	0	0	0	0	0	0
Fast Food with Drive Thru 934	Seats	19.52	1.32	0.94	50%	53%	47%	53%	47%		0	0	0	0	0	0	0	0	0
Fast Food Drive Thru Only 935	KSF²	NA	NA	153.85	89%	NA	NA	54%	46%		0	NA	0	NA	NA	0	0	0	0
Coffee/Donut Shop w/o Drive Thru 936	KSF²	NA	117.23	40.75		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Shop w/ Drive Thru 937	KSF²	818.58	110.75	42.93		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Drive Thru Only 938	KSF²	1800.00	303.33	75.00	89%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/o Drive Thru 939	KSF²	NA	70.22	28.00		47%	53%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/ Drive Thru 940	KSF²	NA	36.92	19.56		50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Quick Lube Vehicle Shop 941	Service Bays	40.00	3.00	5.19		67%	33%	55%	45%		0	0	0	0	0	0	0	0	0
Automobile Care Center 942	Service Bays	12.48	1.52	2.17		68%	32%	NA	NA		0	0	0	0	0	0	NA	NA	0
Automobile Care Center 942	KSF²	15.86	2.94	3.38		65%	35%	50%	50%		0	0	0	0	0	0	0	0	0
Automobile Parts & Service Center 943	KSF²	NA	NA	4.46		NA	NA	42%	58%				0	NA	NA	0	0	0	0
Gasoline/Service Station 944	Fuel. Position	168.56	12.16	13.87	42%	51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	10.16	13.38	56%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	11.93	13.94		51%	49%	51%	49%		0	0	0	0	0	0	0	0	0
Self-Service Carwash 947	Stalls	108.00	8.00	5.54		50%	50%	51%	49%		0	0	0	0	0	0	0	0	0
Automated Car Wash 948	KSF²	NA	NA	14.12		NA	NA	51%	49%		0	NA	0	NA	NA	0	0	0	0
											68	4	7	2	2	0	4	3	0

RED Rates = CAUTION - Use Carefully - Small Sample Size
Green Rates = Peak Hour of Generator - (no peak rate for the rush hour of adjacent street traffic)
Blue Rates = Saturday Daily total - (no weekday daily rate)

***Pass-By % are Rates from Weekay PM Peak Period**
***The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT**

NA = Not Available
DU = Dwelling Unit
Occ.Room = Occupied Room
KSF² = Units of 1,000 square feet
Fuel Position = the number of vehicles that could be fueled simultaneously

01-May-24

Attachment: Traffic Demand Comparision (4523 : 990 Alabama Avenue Storage Facility - Special