

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 14, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION

- 1. Discussion - Mid-Year Budget Review
(Requested by Susan Lincoln, City Commission)

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

- 1. Minutes - May 24, 2022 Workshop and May 24, 2022 Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 6)

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

- 1. Resolution -2022-R-37 A Resolution of the City of Holly Hill, Volusia County, Florida, Adopting the Holly Hill City Comprehensive Emergency Management Plan (CEMP); Providing for Conflicting Resolutions; Providing for Severability; and Providing for an Effective Date.
(Requested by Joseph Forte, City Manager)
- 2. Truist Deposit Account Resolution and Authorization for Business Entities
(Requested by Susan Lincoln, City Commission)
- 3. Approval of FDOT State Highway Lighting, Maintenance and Compensation Agreement FY 22-23 Work Order
(Requested by Antoine Khoury, Public Works)
- 4. River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2022-2023
(Requested by Valerie Manning, City Clerk)
- 5. Pictona 2 - FPL Underground Easement for Utility Line
(Requested by Valerie Manning, City Clerk)
- 6. Disposal of Fixed Assets

(Requested by Susan Lincoln, City Commission)

6. REGULAR AGENDA

1. Resolution -2022-R-38 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating FDOT Speed and Aggressive Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)

2. Resolution -2022-R-39 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Volusia County ECHO Grant Award; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)

3. Resolution -2022-R-40 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2021-2022; and Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)

4. Resolution -2022-R-41 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Non-Competitive Procurement of the Veterans Memorial Monument from Coldspring USA for the City Hall Veterans Memorial Site; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, City Commission)

5. Resolution -2022-R-42 A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Member; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

6. Request for Lien Reduction - 733 Acirema Drive

(Requested by Joseph Forte, City Manager)

7. Request for Lien Reduction - 645 Ridgewood Avenue

(Requested by Joseph Forte, City Manager)

8. Public Works Reorganization

(Requested by Antoine Khoury, Public Works)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their

comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. **Ordinance** -2022-O-3052 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 78 – General Provisions, Section 78-14 – Definitions, to Add Definitions, and Amend Chapter 114 – Zoning, Article Iii – Supplementary District Regulations, Division 4 – Buildings and Structures, to Add a New Section Titled Shipping Containers, Renumber Existing Sections as Needed, and Add Definitions to Section 114-746 – Specific Terms Defined, of the Land Development Regulations; and Providing for Conflicts, Severability, Applicability, and an Effective Date.

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

8. COMMUNICATIONS

A. City Manager & Staff Comments

a. Voting Delegate Needed for FLC Annual Conference in August 2022

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

9. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

2.1

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: Discussion - Mid-Year Budget Review
NUMBER: (ID # 3761)
APPLICANT:
PLANNER:

DISCUSSION:

The Finance staff conducted the Mid-year budget review with all department heads. For Revenues the Solid Waste fund are on track to have an additional \$99,000 above the projected revenue amount. Conversely, the Solid Waste fund is anticipated to have a deficit of \$35,300 which will be offset by the projected additional revenue. Overall Revenues are projected to come in with a small surplus (1.5%) over the annual budgeted amount. Expenditures are projected to also come in with a surplus of (1.8%) over the annual budgeted amount. The surplus in expenditures is attributable to the timing of spend for capital projects (see EXHIBIT A).

FISCAL

ANALYSIS:

The finance staff identified two budget amendments will be need 1) DOJ CESF grant for \$7,784.70 (last 4 months on grant) and 2) FDOT Aggressive Driving grant for \$40,000. The current budgets after the mid-year review are stable and require minor amendments within the respective fund.

STAFF RECOMMENDATION:

Approve the Budget Resolution for the FDOT Aggressive Driving grant.

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.

- EXHIBIT A - Capital Project Report FY22 (PDF)

Capital Projects FY2022

Funding Source	Division	Project Name	Project #	Total Budget	LTD Spenc
CRA	CRA	OVER-UNDERGRND	13ST03	200,000	191,643.4
CRA	CRA	OVER-UNDERGRND	13ST03	97,770	0.0
CRA	CRA	PIKLEBALL PHASE II	PKBAL2	2,500,000	1,235,691.1
Capital Project Fund	Facilities	PW Building	20BG08	210,000	0.0
Capital Project Fund	Facilities	Veterans Flag Pole	20BG09	75,000	23,380.0
Capital Project Fund	Facilities	YMCA Roof Replacement	22BG01	190,000	874.2
Capital Project Fund	Facilities	YMCA Generator	22BG02	10,500	0.0
Capital Project Fund	Facilities	Fire Generator	22BG03	12,500	0.0
Capital Project Fund	Facilities	FY 2022 AC Replace Program	22BG04	40,000	192.0
Capital Project Fund	Facilities	Fire Station	22BG06	2,500,000	0.0
Capital Project Fund	Facilities	Bulkhead Sunrise South	22BG08	700,000	0.0
Capital Project Fund	Facilities	Old Fire Station Conversion	22BG09	100,000	0.0
Capital Project Fund	Facilities	Bulkhead Riverside Park	22BG10	800,000	0.0
	Facilities	Centennial Park Bridge Demo	22BG11	25,000	0.0
Capital Project Fund	Facilities	Sunrise Park improvements	22BG12	650,000	0.0
Capital Project Fund	finance	Tyler Incode Upgrade	21TYLR	278,945	58,106.2
Capital Project Fund	Fire	Reserve for Fire Truck	FIRETK	515,226	257,612.7
General Fund	Fleet	vehicle 2021 F350	21ST03	45,000	42,598.0
General Fund	Fleet	RANGER now Maverick	22CE01	21,000	0.0
General Fund	Fleet	vehicle 2022 F150	22ST01	21,000	0.0
General Fund	Fleet	vehicle 2022 F350	22ST02	37,000	0.0
	PD	PC Replacements	21IT03	14,400	0.0
	PD	Radios	RADIOS	247,995	0.0
Water-Sewer	Sewer	Lift Station #5 Rehab	21WW03	361,001	32,828.4
Water-Sewer	Sewer	Lift Station #19 Rehab	21WW04	425,001	19,455.8
Water-Sewer	Sewer	Sand Filter Rehab	21WW05	515,000	49,072.1
Water-Sewer	Sewer	Lift Station #20 Rehab	21WW09	110,000	19,539.2
Water-Sewer	Sewer	Force Main Under Canal	22WW02	350,000	0.0
Water-Sewer	Sewer	Sewer Manhole Rehab	22WW03	100,000	0.0
Water-Sewer	Sewer	Generator WW Plant	22WW04	500,000	0.0
Water-Sewer	Sewer	Lift Station #4 Rehab	22WW05	300,000	0.0
Water-Sewer	Sewer	Compliance SB #64	22WW06	1,800,000	0.0
Water-Sewer	Sewer	LS #11 Rehab	22WW07	71,700	0.0
Water-Sewer	Sewer	ARPA #3BTU	22WW08	6,189,048	0.0
Stormwater	Stormwater	Mirage Drainage Pond	21SW01	660,000	77,600.0
Stormwater	Stormwater	Riverside Duckbills	22SW02	60,000	23,017.7
Stormwater	Stormwater	Mirage Pond	22SW04	600,000	0.0
Stormwater	Stormwater	Duckbills	22SW05	400,000	0.0
Stormwater	Stormwater	Pipe Lining	22SW06	500,000	0.0
Local Option Fuel Tax	Streets	FY 2022 Annual Paving Program	22ST03	100,000	0.0
Local Option Fuel Tax	Streets	Center Street Sidewalk Rehab	22ST04	250,000	0.0
Local Option Fuel Tax	Streets	Flomich Street Sidewalk Rehab	22ST05	200,000	0.0
Local Option Fuel Tax	Streets	10th Street Sidewalk Rehab	22ST06	150,000	0.0
Local Option Fuel Tax	Streets	Walker Street Sidewalk Rehab	22ST07	100,000	0.0
Water-Sewer	Water	Chlorine Hoist	21WA03	17,000	26,621.5
Water-Sewer	Water	3RD Street Water Main	21WA05	490,000	32,195.7
Water-Sewer	Water	Clearwell Pumps, Piping	21WA06	900,000	39,361.1
Water-Sewer	Water	Water Plant Chlorine Hoist	22WA01	110,000	0.0
Water-Sewer	Water	Softener Rehab #1	22WA02	250,000	0.0
Water-Sewer	Water	Watermain Replacement	22WA03	750,000	0.0
Water-Sewer	Water	Auto Sampling Stations	22WA04	150,000	0.0
				\$ 25,700,086	\$ 2,129,79

Attachment: EXHIBIT A - Capital Project Report FY22 (3761 : Discussion - Mid-Year Budget Review)

Completed Projects

Funding Source	Division	Project Name	Project #	Total Budget	LTD Spenc
CRA	CRA	YMCA/BOYS GIRLS CLUB SIGN	22CRA1	12,000	11,709.0
Capital Project Fund	Facilities	Sunrise Park N&S Pier	19BG07	838,495	657,152.8
Capital Project Fund	Facilities	Sunrise Park South Seawall	19BG09	60,880	36,660.0
Capital Project Fund	Facilities	Sunrise Park North Seawall	19BG10	848,151	691,713.3
Capital Project Fund	Facilities	Sunrise Park Bridge	21BG05	150,001	151,416.7
	Facilities	Replace Sunrise Park North Pier	21BG06	0	0.00

Funding Source	Division	Project Name	Project #	Total Budget	LTD Spend
	Facilities	Facilities Lightening Damage	21BG08	0	0.0
	Facilities	PD Sign Replace City Hall	21BG09	5,960	5,960.0
	Facilities	Park R&R Improvements	21BG10	25,825	56,609.0
	Facilities	Sunrise Park Pavilion Improvements	21ST01	80,000	0.0
Capital Project Fund	Facilities	YMCA AC Replace Program	22BG05	40,000	36,766.8
Capital Project Fund	Facilities	FPL Charging Station	22BG07	60,000	0.0
General Fund	Fleet	vehicle F250	21BG07	45,000	35,195.0
General Fund	Fleet	vehicle 2022 F250	21CE01	45,000	40,780.0
General Fund	Fleet	PD Laptops	21IT01	7,000	0.0
General Fund	Fleet	vehicle #215	22PD02	45,700	44,916.9
General Fund	Fleet	vehicle #216	22PD03	45,700	44,916.9
General Fund	Fleet	vehicle #217	22PD04	45,700	44,916.9
General Fund	Fleet	vehicle #218	22PD05	45,700	45,120.1
	PD	CVSA Upgrade	22PD01		0.0
Water-Sewer	Sewer	Lift Station #17B Rehab	21WW02	390,000	92,460.3
Water-Sewer	Sewer	Spotter Truck	21WW06	150,000	34,350.0
Water-Sewer	Sewer	Gator Waste Water	21WW07	16,000	12,848.7
Stormwater	Stormwater	Flomich Street Pipe Replacement	19SW01	359,273	167,597.7
Stormwater	Stormwater	Replacement	22SW01	110,000	103,698.0
Local Option Fuel Tax	Streets	FY2021 Roadway Resurfacing	21ST02	351,652	429,443.3
Water-Sewer	Water	Water MN Birmingham & Kansa	20WA02	199,433	192,995.1
Water-Sewer	Water	Softener2 Drive Shaft Replacement	20WA05	135,000	113,067.0
Water-Sewer	Water	Lime Thickener Tank Rehab	21WA02	72,750	0.0
Water-Sewer	Water	Lime Silo Rehab	21WA04	35,000	29,500.0
Water-Sewer	Water	AC Replace LAB	22WS01	7,000	6,585.0
Stormwater	Stormwater	Stormwater Pipe Lining	22SW03	105,000	88,611.0

Attachment: EXHIBIT A - Capital Project Report FY22 (3761 : Discussion - Mid-Year Budget Review)



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

**City Commission
Agenda Item**

4.1

MEETING DATE: June 14, 2022
FROM: Valerie Manning
SUBJECT: Minutes - May 24, 2022 Workshop and May 24, 2022 Regular City
Commission and CRA Meeting
NUMBER: (ID # 3764)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the May 24, 2022 workshop and regular City Commission and CRA meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - May 24, 2022 - Regular City Commission and CRA meeting (PDF)
- Minutes - May 24, 2022 - Workshop on Various Topics (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 24, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

The City Commission meeting was recessed at approximately 6:06 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

1. -2022-R-34

A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Proposal Agreement Between the Community Redevelopment Agency of the City of Holly Hill and Rick Hamilton; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Jim Cameron, Holly Hill, and Roland Via, Holly Hill.

Mayor Via closed public participation.

Attachment: Minutes - May 24, 2022 - Regular City Commission and CRA meeting (3764 : Minutes)

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

Enacted and approved this 24th day of May, 2022, in Holly Hill



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:15 PM. The City Commission regular meeting reconvened at that approximate time.

5. PUBLIC COMMENTS

The following individuals spoke to the Mayor and Commissioners:

Heidi Heller, Holly Hill and Ariel Kay, Holly Hill.

6. APPROVAL OF MINUTES

1.

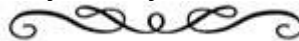
Minutes - May 10, 2022 Regular City Commission Meeting and May 10, 2022 Workshop

(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, Penny, Currie, Danio, Johnson

Enacted and approved this 24th day of May, 2022, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 3)

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

1. -2022-R-35 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Proposal Agreement Between the City of Holly Hill and Rick Hamilton; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION**2022-R-35**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A PROPOSAL AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND RICK HAMILTON; 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 SIGN A PROPOSAL AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND RICK HAMILTON; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill desires to enter into a business relationship with Mr. Rick Hamilton in order to provide entertainment programs and events at the Championship Court at Pictona; and

WHEREAS, the Mr. Hamilton has a long history of serving as an event and entertainment promoter for felicities such as the Ocean Center.

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 proposal agreement, attached.

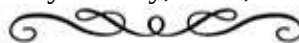
SECTION 2. That the initial term of this agreement shall commence on June 1, 2022 and end on October 31, 2022. The implementation term shall commence on November 1, 2022 and terminate pm October 31, 2023. The proposal agreement may renew for up to three (3) one year periods.

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 24th day of MAY, 2022.

Enacted and approved this 24th day of May, 2022, in Holly Hill



2. -2022-R-36 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the First One (1) Year Extension of the RFQ 18-PW-03 Agreement with Sea Diversified, Inc., and Approving a Proposal of \$56,340.00 with Sea Diversified, Inc., for the Provision of Construction Administrative Support Services, Inspections and Monitoring for the Sunrise Park North – Southern Bulkhead Replacement Project, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2022-R-36**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION OF THE RFQ 18-PW-03 AGREEMENT WITH SEA DIVERSIFIED, INC., AND APPROVING A PROPOSAL OF \$56,340.00 WITH SEA DIVERSIFIED, INC., FOR THE PROVISION OF CONSTRUCTION ADMINISTRATIVE SUPPORT SERVICES, INSPECTIONS AND MONITORING FOR THE SUNRISE PARK NORTH – SOUTHERN BULKHEAD REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION OF THE RFQ 18-PW-03 AGREEMENT WITH SEA DIVERSIFIED, INC., AND APPROVING A PROPOSAL OF \$56,340.00 WITH SEA DIVERSIFIED, INC., FOR THE PROVISION OF CONSTRUCTION ADMINISTRATIVE SUPPORT SERVICES, INSPECTIONS AND MONITORING FOR THE SUNRISE PARK NORTH - SOUTHERN BULKHEAD REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the design and construction administrative support services for the Sunrise Park North - Southern Bulkhead project was provided by Sea Diversified, Inc; and

WHEREAS, the City wishes to maintain a continuity of design standards and approaches for the construction administrative support services for the Sunrise Park North - Southern Bulkhead Replacement project and

WHEREAS, Sea Diversified, Inc., has an existing agreement with the City which allows for two (2) additional one (1) year extensions; and

WHEREAS, Construction administrative support services, inspections and monitoring are desired during the construction phase of the Sunrise Park North - Southern Bulkhead Replacement project in order to ensure that construction is done according to specifications of the design and all requirements of permitting agencies.

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

SECTION 1. That the City Commission of the City of Holly Hill approves the first one (1) year extension of RFQ 18-PW-03 with Sea Diversified, Inc.

SECTION 2. That the City Commission approve a proposal in the amount of \$56,340.00 with Sea Diversified, Inc., for the provision of construction administrative support services, inspections and monitoring for the Sunrise Park North - Southern Bulkhead project 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. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of MAY, 2022.

Enacted and approved this 24th day of May, 2022, in Holly Hill



3.

MOU Panama City Beach PD and Holly Hill Police Department
(Requested by Jeff Miller, Police)

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



8. REGULAR AGENDA

1.

Request for a Reasonable Accommodation to the Fair Housing Act

(Requested by Joseph Forte, City Manager)

At the request to the City Clerk, this portion of the meeting in its entirety is available on CD or the audio of the meeting is available online.

This is a quasi-judicial hearing, for the record.

Mr. Forte read through his staff report to the Mayor and City Commissioners at this time and went through various attachments that are included in the agenda packet for this item. Mr. Forte also read what a reasonable accommodation is defined as. “A reasonable accommodation is defined as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations”. Mr. Forte stated that staff’s recommendation is that the requester has not met the substantial burden of demonstrating a disability-related therapeutic need to have a full size horse reside on a single family residential property amongst other single family homes. Therefore, the staff recommends denial of the request for reasonable accommodations.

At this time Mayor Via called up Dale Gamache, applicant, to state his case before the City Commission. ***(At the request to the City Clerk, this portion of the meeting in its entirety is available on CD or the audio of the meeting is available online).***

Mayor Via opened public participation.

The following individuals spoke **AGAINST** ALLOWING THE HORSE TO STAY AT MR. AND MRS. GAMACHE’S RESIDENCE ON ANNISTON AVENUE.

Roger and Alice Stonge, Holly Hill; Neil and Linda Gushue, Holly Hill.

The following individual spoke **IN FAVOR** of ALLOWING THE HORSE TO STAY AT MR. AND MRS. GAMACHE’S RESIDENCE ON ANNISTON AVENUE.

Gilles Blais, Holly Hill.

Mayor Via closed public participation.

Discussion amongst the Mayor, City Commissioners, Attorney Simpson, Mr. Forte and staff took place at this time.

Commissioner Penny stated BASED ON TONIGHT’S DISCUSSION, HE FINDS THAT NO SUBSTANTIAL COMPETENT EVIDENCE HAS BEEN PRESENTED TONIGHT TO SHOW THAT THE APPLICANT MEETS THE DEFINITION FOR REASONABLE ACCOMMODATION TO BE GRANTED AND I AM MAKING A MOTION TO DENY. Commissioner Currie.

PASSED, 5-0.

Commissioner Penny made a motion THAT THE HORSE MUST BE REMOVED, THE MANURE AND HAY BE REMOVED, THE STABLE CLEANED AND DISINFECTED BY JUNE 1, 2022 AT 12:01 AM OR GO DIRECTLY TO THE SPECIAL MASTER, seconded by Commissioner Currie.

Commissioner Penny asked for clarification from Attorney Simpson at this time. Does it have to say “or go directly to Special Master”? Because Mr. Gamache has already been noticed to go to Special Master.

Attorney Simpson stated he has already be noticed to go to the Special Master; Code Enforcement is an administrative function. No part of Code Enforcement comes before this Commission other than code reduction fines.

Commissioner Penny asked so should I restate my motion and leave that part off?

Attorney Simpson asked do you want my personal opinion?

Commissioner Penny stated, yes.

Attorney Simpson stated withdrawal your motion and let staff handle it and they know to do it expeditiously. Staff has sited Mr. Gamache and he will have to go to the Special Master.

Commissioner Currie stated she's not comfortable with that.

Commissioner Penny stated he wants to give a deadline.

Mr. Forte stated some information that staff found out "today" in anticipation this would be voted down tonight, staff had Code Enforcement do some research and they contacted the County Animal Control, the Health Department and we found out that if the Commission voted no on the reasonable accommodation request, the city can file an administrative warrant or a seizure warrant through the Clerk of the Court's office as soon as tomorrow. In doing that, if we get a court order, we can seize the animal. So, I think we need to give Mr. Gamache reasonable time. I think Mr. Gamache should tell us what the reasonable time frame is, not that it is 90-days, but up to 72 hours, this Friday, next Monday. The horse came here in a day, I don't see why it can't leave in a day but I think Mr. Gamache should be given a reasonable time frame and if not then the city will take administrative action of seeking a warrant to seize the animal.

Commissioner Penny stated and if we take possession of the animal, I'm assuming we have to house the animal and pay for the expense and the we will be able to recoup that expense from the applicant.

Mr. Forte stated it will be issued as a lien against the property.

Commissioner Currie asked what about the structure that was...

Mr. Forte stated any structures that were put up in violation without a permit will be, or have, if not already, will go before the Special Master.

Commissioner Currie stated, okay.

Mr. Forte stated that's already in the process. It shouldn't be more than a week to remove the animal from the property.

Commissioner Penny stated June 1st is seven (7) days from today.

Commissioner Currie stated she is happy with June 1st because that gives a reasonable amount of time.

Attorney Simpson stated the Gamache's knew what the recommendation of the Planning Board was, they knew this was a possibility. It wouldn't be unreasonable to make arrangements in the event the ruling came the way it did.

Mr. Forte stated following the Board of Planning and Appeals meeting, this meeting, I suspected that the Commission would vote no and I advised Mr. Gamache to prepare for a no and to make arrangements for the animal. That advise hasn't been heeded.

Attorney Simpson stated his recommendation is not do the unreasonableness of anything. I'm just trying to recognize what our City Charter says. There's certain decisions the Commission makes and there's certain decisions the City Manager makes. I think Mr. Forte knows that his job is to get this out of here as soon as reasonably possible.

Commissioner Currie stated she just wants to make sure that its done expeditiously; not unreasonable time but expeditiously.

Attorney Simpson stated and he thinks the City Manager understands that.

Commissioner Currie asked so we don't have to put anything...

Attorney Simpson stated unless the City Manager wants you to, that's different. It's just not something that the Commission typically does and this obviously, isn't a typical case. Typically, what you're getting into the administrative function of Code Enforcement.

Commissioner Currie stated she doesn't want to say "go to the Special Master", she wants to say by a certain date it needs to be cleaned up and the Commission has done that before. The Commission has put date-certain on different items.

Attorney Simpson stated because the city has ordinances to allow for the Commission to declare something a public nuisance and then tear it down.

Commissioner Currie stated but Mr. Simpson, the thing shouldn't even be there.

Attorney Simpson stated no, it's a code violation.

Commissioner Currie stated so we don't have to give an extended amount of time. We can give a reasonable amount of time.

Attorney Simpson stated that's what our Code says, yes.

Commissioner Currie stated, okay.

Mayor Via called Mr. Gamache back up to the podium to see how soon he can remove the animal.

Mr. Gamache informed the Commission he was leaving town Thursday for three days and finding a place for a horse is going to take time and needs at least a couple of weeks. He will get rid of all of the manure and hay and keep it that way.

Commissioner Currie asked Attorney Simpson if this is the time where one of us can make a motion to give a time date-certain.

Mayor Via mentioned there is still a motion and a second on the floor.

Commissioner Penny withdrew his motion and Commissioner Currie withdrew her second.

Commissioner Penny stated he believes a reasonable time frame is June 1, 2022 at 12:01 AM.

Mr. Forte stated let me explain what he thinks Attorney Simpson is saying and what I think my responsible is. Tomorrow a notice will be given to the Gamache's that the horse is in violation and needs to be removed and we will give him a week to remove it. If it's not removed in the week, he will be going to the Special Master hearing on June 23rd. I will request that the Special Master authorize the city to issue the warrant of seizure and if it's not removed by then...that's the administrative process. I would think that following...you know, the fact that I did send an email...

Commissioner Penny stated if we didn't do anything right now, from my understanding, you can apply to remove the horse tomorrow.

Mr. Forte stated I can order the horse to be removed tomorrow and if it's not, it goes to the Special Master.

Commissioner Penny stated that's his understanding that none of us Commissioners here have the authority to remove that horse without the Special Master making that ruling.

Mr. Forte stated, correct.

Mayor Via asked what about the confiscation though?

Mr. Forte stated except that, we can file for a...

Commissioner Penny stated he would say give them until June 1st and if they don't do it, file the confiscation.

Mr. Forte stated it's an administrative warrant or seizure warrant at the Clerk of the Court's office. It's not a criminal case, it's not a custody case, there's no statutory limits so we can move to do this quickly.

Commissioner Penny asked so can we give you, Mr. Forte, direction to give him seven (7) days to remove the horse and if he doesn't then you start the paperwork. The Special Master, alongside this paperwork, and whichever one is done first, the horse is gone.

Commissioner Currie stated the paperwork to confiscate the horse, if it's not cleaned up by June 1st.

Mr. Forte stated we can always call a special meeting for the Special Master.

Attorney Simpson agreed that a special meeting can be called for a Special Master hearing before June 23rd.

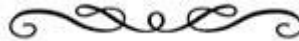
Mayor Via stated it looks like it's the will of the Commission to allow staff to site this tomorrow and to expeditiously have this removed.

Mayor Via recessed the regular City Commission meeting for a brief break at approximately 7:56 PM.

Mayor Via reconvened the regular City Commission meeting at approximately 8:00 PM.

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

Enacted and approved this 24th day of May, 2022, in Holly Hill



2. -2022-O-3052 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 78 – General Provisions, Section 78-14 – Definitions, to Add Definitions, and Amend Chapter 114 – Zoning, Article Iii – Supplementary District Regulations, Division 4 – Buildings and Structures, to Add a New Section Titled Shipping Containers, Renumber Existing Sections as Needed, and Add Definitions to Section 114-746 – Specific Terms Defined, of the Land Development Regulations; and Providing for Conflicts, Severability, Applicability, and an Effective Date.

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

At the request to the City Clerk, this portion of the meeting in its entirety is available on CD or the audio of the meeting is available online.

Brian Walker, City Planner read through his staff report for the Mayor, Commissioners and the audience. The staff report can be found as part of the agenda packet. With the changes recommended by the Commission during their discussion, staff will bring back

the revised Ordinance for second reading at the June 14th meeting.

Mayor Via opened public participation.

Robin Hanger, Holly Hill.

Mayor Via closed public participation.

RESULT:	APPROVED AT 1ST READING [4 TO 1]	Next: 6/14/2022 6:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Penny, Currie, Danio, Johnson	
NAYS:	Via	



9. PUBLIC HEARINGS

1. -2022-O-3051 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the Eighth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement to Add Permitted Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

At the request to the City Clerk, this portion of the meeting in its entirety is available on CD or the audio of the meeting is available online.

Brian Walker, City Planner, read through his staff report that was presented at first reading and is included in the agenda packet again for second and final reading. Staff added the following requirement to the amended Development Agreement between first and second reading: **The restaurant/bistro shall be complete and have received a certificate of completion, prior to any final approval, use, or certificate of completion being issued for any storage uses.** There was discussion amongst the Mayor, Commissioners and staff about the added requirement at this time with the applicant, Tarek Naemo.

Tarek and Jasmine Naemo, the applicants came forward and spoke to the Mayor and Commissioners.

Mayor Via opened public participation. No one spoke.

There was consensus and the vote reflects their discussion in regards to **removing paragraph 6** within the amended MPUD Agreement that states, *"The restaurant/bistro shall be complete and have received a certificate of completion, prior to any final approval, use, or certificate of completion being issued for any storage uses."*

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

ORDINANCE**2022-O-3051**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT TO ADD PERMITTED USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT TO ADD PERMITTED USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Owner of Marina Grande ground level retail spaces has proposed an Eighth Amendment to the MPUD, to add approved uses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Eighth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement, a true and correct copy attached hereto.

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

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

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

APPROVED AND AUTHENTICATED on this 24th day of MAY, 2022 for second and final reading.

**EIGHTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

THIS EIGHTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the “Eighth Amendment”) is made this ____ day of _____, 2022, by and between **HALIFAX HOLDINGS LLC**, a Florida limited liability company, (the “Owner”) and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the “City”).

WHEREAS, Holly Hill I Associates, Ltd., a Florida limited partnership (the “Developer”) and City entered into that certain Development Agreement dated November 23, 2004, for the development of certain real property as described in said Agreement, as modified by that certain First Amendment to Agreement dated October 31, 2005 (the “First Amendment”); as further modified by that certain Second Amendment to Agreement dated November 15, 2005

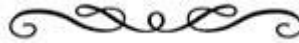
(the “Second Amendment”); as further modified by that certain Third Amendment to Agreement dated November 14, 2006 (the “Third Amendment”); as further modified by that certain Fourth Amendment to Agreement dated February 13, 2007 (the “Fourth Amendment”); and as further modified by that Fifth Amendment to Agreement dated March 27, 2011 (the “Fifth Amendment”); as further modified by that certain Sixth Amendment to Agreement dated March 28, 2017 (the “Sixth Amendment”) (collectively the “Agreement”) ; as further modified by that certain Seventh Amendment to Agreement dated July 14, 2020 (the “Seventh Amendment”) (collectively the “Agreement”) ; and

WHEREAS, Owners of 235 Riverside Drive (Parcel # 5337-34-06-0014) (retail spaces) and City wish to further modify certain provisions of the Agreement as detailed below;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. Owners and City mutually agree to the following changes to the retail spaces of the Marina Grand PD as amended: Upscale restaurant, bistro and café uses as well as interior personal storage and the existing Marina Grande sales / administration office, are approved as additional permitted uses in the ground level retail spaces as shown in Exhibit A.
3. The interior storage space shall be limited to a maximum of 9,500 square feet and shall not be located at either of the far ends of the retail spaces - not the north end or south end units, but shall be located in the center of the current retail spaces. The interior storage spaces shall not be advertised with signage or logos of any type and shall first be offered to residents of the Marina Grande.
4. Prior to permits being issued for restaurant, bistro and café uses, the City shall have to right to review renderings and deny approval if in the City’s judgement, the restaurant, bistro or café will not meet the intent of the word, “upscale” with such word generally meaning as applied to this Agreement, a restaurant, bistro or café that is deluxe, high-end, exclusive, top-end, prime, superior, upper-class, classy, ritzy.
5. The restaurant, bistro or café uses shall be located at the far ends of the current retail spaces - the north end and south end units and allow outdoor seating. The open areas under roof shall be permitted to be glassed in.
6. The restaurant/bistro shall be complete and have received a certificate of completion, prior to any final approval, use, or certificate of completion being issued for any storage uses.
7. The parties hereto agree that this Eighth Amendment constitutes a major amendment to the Agreement and that all other provisions, conditions, and requirements of the Agreement, remain in full force and effect.
8. Signatures on copies of this Eighth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

Enacted and approved this 24th day of May, 2022, in Holly Hill



10. COMMUNICATIONS

A. City Manager & Staff Comments

Scott Gutauckis took a moment to publicly thank his girlfriend, Tonia for being there to help him during his time of being home sick with COVID-19 and Mr. Forte for staying in constant contact with him or Tonia throughout the whole time. Mr. Forte is a great City Manager and a great humanitarian and he is proud to call Mr. Forte his friend. Mr. Gutauckis thanked the Mayor and Commissioners for providing a positive atmosphere in which Mr. Forte can do what he does because without the Mayor and Commissioners, Mr. Forte wouldn't be able to do those things. He just wanted to say thank you and he's glad to be back.

The Mayor, Commissioners and Mr. Forte welcomed Mr. Gutauckis back and are glad he's back. Mayor Via mentioned that Mr. Forte kept all of the Commissioners up to date on Mr. Gutauckis' status and we're all praying for him. They are happy that he is back and hoping that he continues to heal and they appreciate him.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny appreciates this Commission working together. They don't always agree on everything but they can get along at the end of the day and move forward.

Commissioner Currie agrees with Commissioner Penny in that she appreciates this Commission and Mr. Forte as their City Manager.

Commissioner Johnson mentioned there's a TPO meeting tomorrow if anyone had anything they wanted him to bring up. He's still pushing for the transportation issues.

D. Mayor's Comments

Mayor Via mentioned that he was going to ask Mr. Forte for an update on hiring a Project Manager coming in internally as opposed to ZHA, if there was any update on that.

Mr. Forte stated, no. He will go over individually with them as far as other internal plans staff is going to do; reorganizing of the department. Giving Steve the opportunity to take over the role of Project Manager but sending him to P & P School so that he can get certified as a Project Manager and then hiring a Facilities Manager. So, they will bring the Project Manager in-house. He's going to meet with Antione (Public Works Director) tomorrow and if everyone is on board, that's the direction staff is going to go.

Mayor Via stated, good. The reason he brings that up is because we're about to go into budget season and a lot has been changing and a lot has been moving around so we're going to have to have some detailed budget meetings to discuss all of the different...

Mr. Forte stated he has some ideas on the budget that he will talk to them about as well.

Mayor Via mentioned he was invited to the Eclectic Church and they had a tent revival prayer that people came in several nights in a row and prayed for the city, the people, entire Commission. He attended one evening. It was a really nice time. There was a Pastor from Ukraine there and he had a very powerful message to share. It was very nice. Eclectic Church has been stepping up for our community and there whenever the city asks.

11. ADJOURNMENT

The meeting adjourned at approximately 9:45 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 24, 2022

Large Conference Room

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. DISCUSSION ON THE FUTURE OF THE OVERHEAD TO UNDERGROUND PROJECT - RIDGEWOOD AVENUE

(At the request to the City Clerk, this portion of the workshop in its entirety is available on CD or the audio of the meeting is available online.)

There was discussion amongst the Mayor, City Commissioners, and staff in regards to the future of the Overhead to Underground project along Ridgewood Avenue. There was consensus (excluding Mayor Via) from the City Commission to move forward with Phase II of the Overhead to Underground project along Ridgewood Avenue. Mayor Via believes that the money could be spent in a better way and could make a bigger impact on the city.

3. FUTURE OF CRUISIN THE HILL CAR SHOW

(At the request to the City Clerk, this portion of the workshop in its entirety is available on CD or the audio of the meeting is available online.)

At this time the Mayor, City Commissioners, staff and Tony Cassata discussed the future of Cruisin' The Hill Car Show. There was some discussion amongst them and there was consensus from the City Commission that the car show will continue to take place and move forward due to the positive impact it has had on the city since the first car show and the benefits to the local schools. There was consensus to also have the city continue to fund the event ongoing. This will now be a city event but Mr. Cassata will be running it with some help that he has already lined up, a committee he has created. This will be a 2-day event and the next car show will be on March 18-19, 2023.

4. SMOKEY YUNICK MEMORIAL MONUMENT DISCUSSION

(At the request to the City Clerk, this portion of the workshop in its entirety is available on

Attachment: Minutes - May 24, 2022 - Workshop on Various Topics (3764 : Minutes)

CD or the audio of the meeting is available online.)

There was some discussion amongst the Mayor, City Commissioners and staff as it pertains to the old Smokey Yunick property located at 957 N. Beach Street. Roland Via, former Mayor of Holly Hill was present with Tony Cassata who spoke briefly about the memorial monument that they, along with Steve Miller, and the club they have created, would like to have placed on Riverside Drive at the park right next to Marina Grande facing the old Smokey Yunick property. The Mayor and City Commissioners supports a memorial monument but not a way finding sign and there was consensus that they would like to look at the design first before they commit to have monument placed there at the park and Mr. Cassata can meet up with Mr. Forte and show him the exact location they would like to place the monument.

Commissioner Penny brought up for a brief moment, the home inspection program for rentals - long or short-term rentals, that the city used to have and it was removed by a previous city manager. There was consensus from the Mayor and Commissioners to bring that program back to the city. The city can implement the old program that they had and charge more than \$25 for the inspection, to get that rental inspection designation. Make sure that they talk about safety, they're not going to catch on fire.

5. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: June 14, 2022
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Volusia County, Florida,
Adopting the Holly Hill City Comprehensive Emergency
Management Plan (CEMP); Providing for Conflicting
Resolutions; Providing for Severability; and Providing for an
Effective Date.
NUMBER: 2022-R-37
APPLICANT:
PLANNER:

DISCUSSION:

The purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, increase response during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs. This plan attempts to clearly define the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of its guidelines, plans, assessments and resources. State and Federal disaster reimbursements require local jurisdictions to adopt a CEMP and train in accordance with its guidelines utilizing the National Incident Management System (NIMS) and Incident Command Systems (ICS). Federal grant programs now require an adopted CEMP.

The Plan will be reviewed and updated annually as needed.

FISCAL ANALYSIS:

No fiscal impact

STAFF RECOMMENDATION:

To approve the Comprehensive Emergency Management Plan as proposed.

COMMISSION GOAL:

N/A

MOTION:**TO APPROVE THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.****ATTACHMENTS:**

- 2022 CEMP Red lined Changes PDF Format (PDF)
- 2022 CEMP Final PDF Format (PDF)

Resolution No. 2022-37**A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE HOLLY HILL CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ADOPTING THE HOLLY HILL CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP); PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, increase response during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to clearly define the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of its guidelines, plans, assessments and resources; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt a CEMP and train in accordance with its guidelines utilizing the National Incident Management System (NIMS) and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the Police Chief and City Manager recommend the City Commission adopt the presented Comprehensive Emergency Management Plan; and

WHEREAS, the City Commission deems it in the best interest of the City of Holly Hill to formally adopt the Comprehensive Emergency Management Plan.

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

SECTION 1. The Comprehensive Emergency Management Plan, dated May 2022 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.



City of Holly Hill Comprehensive Emergency Management Plan

June ~~2021~~ 2022

Promulgation Statement

JOSEPH A. FORTE
CITY MANAGER
CITY OF HOLLY HILL

CITY OF HOLLY HILL EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, prevention, and recovery actions exist so that public welfare and safety is preserved.

The City of Holly Hill Comprehensive Emergency Management Plan provides a comprehensive framework for Holly Hill's emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies in Holly Hill.

The City of Holly Hill Comprehensive Emergency Management Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of the City of Holly Hill government and with the authority vested in me as the Chief Executive Officer of the City of Holly Hill, I hereby promulgate the City of Holly Hill Emergency Operations Plan.

Joseph A. Forte
City Manager, City of Holly Hill

Approval and Implementation

This plan supersedes the City of Holly Hill Comprehensive Emergency Management Plan dated September 21, 2015.

The transfer of management authority for actions during an incident is done through the execution of a written delegation of authority from an agency to the incident commander. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Holly Hill Comprehensive Emergency Management Plan delegates the City Manager's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

~~Finance Director~~	Community Development Director (Brian Walker)
~~Fire Chief~~	Fire Chief (James Bland)
~~Police Chief~~	Police Chief (Jeffrey Miller)
~~Deputy Police Chief~~	Public Works Director (Antoine Khoury)
~~Public Works Director~~	

Date

Joseph A. Forte
City Manager, City of Holly Hill, Florida

Signature Page

Electronic Signature (Target Solutions)

Susan Lincoln, Finance Director
Finance Director

Electronic Signature (Target Solutions)

Brian Walker, Comm. Develop. Director
Community Development

Electronic Signature (Target Solutions)

Jim Bland, Fire Chief
Fire Department

Electronic Signature (Target Solutions)

Jeffrey J. Miller, Chief of Police
Police Department

Electronic Signature (Target Solutions)

~~Jeffrey J. Miller, Deputy Police Chief~~
~~Police Department~~

Electronic Signature (Target Solutions)

Antoine Khoury, Public Works Director
Public Works

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
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12			
13			
14			
15			

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Basic Plan

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within the City of Holly Hill.

This plan provides guidance to agencies within the City of Holly Hill with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or state emergency operations plans or procedures.

B. Scope of Preparedness and Incident Management Activities

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of the City of Holly Hill.

C. Situation Overview

1. Characteristics

a. Location

- i. The City of Holly Hill is situated on the west bank of the Halifax River located in Volusia County. It's generally bounded on the north by Ormond Beach, on the south by Daytona Beach, on the east by the Halifax River, and on the west by unincorporated Volusia County/Daytona Beach. The city's area of four square miles occupies a ridge of hammock land rising from four feet above sea level at the Halifax River bank to about ten feet above sea level at the highest elevation.

b. Geographic

- i. Life in this community is as pleasant, peaceful and rewarding as expected in a town nicknamed "City with a Heart." There are plenty of social clubs, civic organizations and imaginative recreational programs that contribute to Holly Hill's high quality of life. There are also a dozen charming public parks that keep active people occupied. There are several

churches representing many different denominations that are ready to offer visitors and new members a warm reception.

c. Population

- i. The City of Holly Hill has a population of ~~12,357~~ 12,958, consisting of mostly skilled trade workers. The median age is 44.6, as compared to the state average of 40. The average household income in 2019 was ~~\$35,113~~ 35,231 while the state average was ~~\$59,227~~ \$57,703. The city is ~~73.6~~ 73% white, ~~17.6~~ 17% Black, ~~9~~ 9.4% Hispanic, with Asian and American Indian comprising the remaining income.

d. Designated Areas of Interest

- i. While the Canaveral National Seashore, State Parks, and a well known beach exist minutes from Holly Hill, they are far enough away so as to not have a significant impact on the city or its services.

e. Special Events

- i. The Daytona International Speedway is home to the Daytona 500 NASCAR race each February which brings an estimated quarter million people to Volusia County. A somewhat smaller race occurs each July as well as many smaller automobile and motorcycle events. Spring Break has diminished from its past magnitude and today does not impact to any extent on the city. The Special Events in general create additional traffic for the city, but have little impact otherwise.

f. Economic Base and Infrastructure

- i. The City of Holly Hill economy is based on a service trade with merchants and trades workers providing their services to the community. There are only a few large businesses within the city. However, there are several large employers' minutes from Holly Hill: hospitals, universities, traditional tourism such as hotels, restaurants, and retail shops.

2. Hazard Profile

a. Potential Hazards

The City of Holly Hill is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

Community hazards are listed in the Local Mitigation Strategy.

D. Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries.
2. It is assumed that any of the disaster contingencies could individually, or in combination, cause an emergency situation within Holly Hill. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastating. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
3. Initial actions to mitigate the effects of emergencies or potential disaster conditions will be conducted as soon as possible by the local government.

4. Assistance to the affected jurisdiction(s) by response organizations from another jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient. Federal and State disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.
5. It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.
6. Reasonable actions will be taken to provide the assistance, as requested, when the City of Holly Hill receives a request to assist another jurisdiction.

II. Concept of Operations

A. General

The National Incident Management System (NIMS) and Incident Command System (ICS) shall be utilized, as outlined in Homeland Security Presidential Directive (HSPD/5). NIMS and ICS ensure a core set of concepts, principals, terminology and technologies covering the incident command system, training, management of resources and reporting of local conditions.

1. Communications are maintained between affected jurisdictions and the County EOC if it is activated.
2. If activated, the Volusia County Emergency Operations Center (EOC) has a position for a representative of Holly Hill. For a localized incident in which the County EOC is not activated, a representative of Volusia County Emergency Management may be sent to Holly Hill as a liaison to exchange information and serve as a link to county and state resources.
3. State and Federal emergency management representatives and subject matter experts may be assigned to Volusia County and/or the City of Holly Hill if the situation warrants them.
4. The City of Holly Hill commissioners may, by resolution, declare local states of emergency and request County or State assistance. All requests for County or State assistance should go through the Volusia County Emergency Operations Center (EOC) coordinator. See Appendix 1 marked as Local State of Emergency Resolution.

5. When the State EOC is activated, the Florida Division of Emergency Management is the office of primary responsibility for the State Emergency Response Team (SERT). The director of emergency management will normally serve as SERT leader.
6. Volusia County's EOC will serve as a coordination center for response and recovery operations county-wide and for assisting with the deployment of resources to the cities of Volusia County. The Holly Hill EOC will maintain direction of its own resources and provide guidance to mutual aid resources. Only authorized members will be assigned to the HH EOC.
7. Volusia County maintains a Recovery Committee and Recovery Annex to the County Comprehensive Emergency Management Plan.
8. Planning for recovery will be implemented at the same time local governments are taking the emergency response actions necessary to protect the public. Preparations will be made for rapid deployment of resources necessary to facilitate recovery.

B. Hazard Control and Assessment

1. Perceive the Threat – Historical data for the state, county and the City of Holly Hill are used to visualize what may threaten the community based on past experience. Input from the Central Florida Intelligence Exchange, Federal, State and County law enforcement as well as forecasting from the National Weather Service office in Melbourne, and the National Hurricane Center in Miami provide valuable insight.
2. Assess the Hazard - Hazards are assessed based on the probability of occurrence and the potential for infrastructure damage, economic loss, revenue disruption to government and the psychological impact on the public are measurements that can be used to assess each hazard.
3. Select Control Strategy - This is done by the agency, department or community partners with the most knowledge of the issue.
4. Control Hazard - A snapshot is presented in the chart below as to what actions can be taken to control the hazard.

5. Monitor the Hazard - While contained, the hazard can “regenerate itself.” Monitoring is utilized to assure that the hazards don’t become re-energized after it is controlled.

C. Protective Action Selection

The response activities listed below normally take place at an EOC. In some cases, information from the scene must be communicated to the EOC for these tasks to be completed properly. Ordered steps for protective actions selection are as follows.

1. Analyze the threat
2. Determine protective action
3. Determine public warning
4. Determine protective action and implementation plan

D. Public Warning

The City of Holly Hill provides both fire and police services. During an emergency, personnel from both the fire and police departments will assist with warnings/evacuations, providing traffic management, and recovery and identification of victims. In the event of an evacuation order, both departments will travel through manufactured/mobile home parks utilizing the public address systems to announce the evacuation. If time permits, such notification will take place throughout the city.

The CodeRed countywide emergency notification system will also be utilized. See Appendix 3 marked as CodeRed Procedures. Additionally the VC Emergency Management office has many group email and fax lists which are available for use by the city.

1. Determine message content
2. Select appropriate public warning system(s)
3. Disseminate public warning

E. Protective Action Implementation - As the situation progresses, additional actions might be needed to include, but not be limited to:

1. Monitor progress of protective action implementation
2. Control access and isolate danger area

3. Evacuation support - Mutual aid support is available through the County EOC and agreements with local law enforcement.
4. Decontamination support - Mutual aid assistance through city and county Hazardous Material Teams.
5. Medical treatment - EVAC ambulance and hospitals in Volusia County have surge capability plans.
6. Special population support - Support is available through Emergency Support Function 6 and 8 in the County EOC.
7. Search and rescue - Mutual aid support through the neighboring fire departments, Volusia County Fire Rescue Technical Rescue Team, Florida Urban Area Search and Rescue Task Force 4, and the Volusia County Sheriff's K-9 team.

F. Short-term Needs

1. Shelter operations - For a localized incident, it's the responsibility of the City of Holly Hill to utilize community centers and churches or other available sites. The American Red Cross chapter provides assistance in these cases. For a declared incident, the County of Volusia working with the Volusia County District Schools will open schools as shelters.
2. Unite families – This is a traditional function of the American Red Cross, which maintains an office in Daytona Beach.
3. Continued medical treatment – Accomplished by the utilization of medical surge plans and local and state level.
4. Increase security – Accomplished through mutual aid.
5. Stabilize the affected area – Accomplished through mutual aid plans.

G. Long-term Needs

1. Re-entry – Initial re-entry to the affected area will be conducted by the Holly Hill Police Department. Mutual aid is available from police departments within Volusia County, Volusia County Sheriff's Office and Florida Highway Patrol.
2. Recovery – Volusia County maintains a Recovery Annex to its Comprehensive Emergency Management Plan. Long term

recovery assistance is available from the State of Florida and FEMA through such activities as:

- a. Points of Distribution for food and water. Volusia County has an agreement with Ormond Beach and Daytona Beach to provide sites. These PODs would serve the residents of Holly Hill.
- b. Disaster Recovery Centers (DRC) to provide financial aid and social services. They are located based on need following an incident or disaster.
- c. Small Business Administration participation in DRC's.
- d. Federal/State Community Relations Teams to provide door to door information in the affected area. They customarily arrive 3-5 days post impact and are assigned based on need.
- e. Federal/State Housing Teams to locate long term housing units. They customarily arrive 3-5 days post impact and are assigned based on need.
- f. The Florida Department of Health activates teams as necessary to ascertain the extent of Behavior / Mental Health issues created by the incident or disaster. Federal Behavioral Health Teams can be requested if the need is sufficient.

III. Organization and Assignment of Responsibilities

A. General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complement normal functions. Each department/agency is responsible for developing and maintaining its own emergency management procedures.

B. Organization

1. Chief Elected Officials and Office of City Manager – This group provides guidance to the Holly Hill EOC; identifies financial support and limits on the use of city funds. See Appendix 4 marked as The Role of Elected Officials and Emergency Succession.
2. Police Department – Conducts tradition law enforcement activities with an increase in area evacuation, security to affected areas, countering looting, price gouging and other crimes of opportunity.

3. Fire/Rescue – Evacuation, Search and Rescue, hazmat response.
4. Emergency Coordinator – Manages the Holly Hill Emergency Operations Center, provide situational awareness and a common operating picture to field personnel, elected officials and department heads. Coordination with the County EOC and through it the SERT and FEMA teams.
5. Public Works – Increase in debris removal and disposal, maintaining water and wastewater utilities, assistance in closing off evacuated areas. Coordination with Florida Power and Light.
6. Legal Department – Supporting on-the spot mutual aid agreements that may be needed, providing guidance to city departments regarding non-traditional actions that may be required by the incident.
7. Finance Department – Capturing expenses for possible reimbursement, expediting emergency purchases.
8. Building Official – The City Building official will coordinate damage assessment with the Holly Hill Fire Department and if needed, with the Volusia County Property Appraisers office.

C. Assignment of Responsibilities

Primary and supporting emergency function responsibilities are assigned to specific departments or individuals. The Holly Hill Comprehensive Emergency Operations Plan (CEMP) assigns general responsibilities for emergency functions during emergencies. These tasks should be clearly defined and assigned to the departments or individuals that have the capability to perform them.

Upon activation of the CEMP, each Department Head, or designee, will report to a designated area, identified by the City Manager or his/her designee. Essential personnel will also be contacted and assigned to the disaster. Each department will have their own on-call procedures/protocols.

1. Chief Elected Officials/Office of City Manager
 - a. Disaster declarations
 - b. Evacuation orders
 - c. Re-entry decisions

- d. Other protective action decisions as necessary
- 2. Emergency Coordinator
 - a. EOC staffing and functioning
 - b. Communications
 - c. Operations of the shelter system in conjunction with the American Red Cross
 - d. Emergency public information
 - e. Alert and warning systems
 - f. Assistance from other jurisdictions
 - g. State assistance
 - h. Federal assistance
 - i. Emergency control and use of resources
 - j. Homeland security and emergency preparedness training and education
 - k. Rumor control
 - l. Damage assessment
 - m. Comprehensive homeland security and emergency preparedness planning
 - 3. Law Enforcement Agencies
 - a. Maintaining law and order
 - b. Controlling traffic
 - c. Protecting vital installations
 - d. Controlling and limiting access to the scene of the disaster for public safety and to mitigate against possible looter or vandalism

- e. Supplementing communications
 - f. Assisting with all evacuation efforts
 - g. Search and rescue – related to lost individuals
4. Fire Departments
- a. Providing fire protection and the combating of fires
 - b. Search and rescue – related to entrapment and extrication; possible watercraft used in flooded areas to reach isolated residents
 - c. Decontamination
 - d. Damage assessment
5. Public Works
- a. Maintaining designated major streets and avenues, highways, and other designated routes of travel
 - b. Assisting with heavy rescue
 - c. Decontamination
 - d. Engineering services as required
 - e. Transportation
 - f. Debris removal
 - g. Inspection of shelter sites for safe occupancy
 - h. Inspection of damaged buildings, public and private, for safe occupancy
 - i. Enforcement of building codes
 - j. Maintenance of vehicles and other essential equipment of the various departments and agencies
 - k. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment

- l. Maintenance of a reserve supply of fuel
 - m. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits.
 - n. Provide sandbags only to Holly Hill city residents. (Valid identification or mail will be verified) at the Public Works compound. The 10th Street entrance will be utilized and a member of the police department, if necessary, should be on-scene to provide security.
6. Legal Department
 - a. Providing legal advice as required
 - b. Performing other necessary legal functions
 - c. Serving as a liaison with other legal and judicial agencies and sections of the government
7. Finance Department
 - a. Maintaining economic stabilization as required
 - b. Maintaining a list of suppliers, vendors, and items of critical emergency need (through the appropriate procurement division)

D. Support Functions

1. Support from the National Guard may be requested through the State Division of Emergency Management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will remain at all times under military command, but will support and assist response efforts.
2. Support from other State government departments and agencies may be made available in accordance with the State plan.
3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.

4. Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.
5. Assistance from surrounding jurisdictions may be available through the execution of a memorandum of understanding (MOU) or MOA.

E. Continuity of Government

Each of the departments have been issued a Continuity of Operations Plan (COOP).

Effective comprehensive emergency management operations depend upon two important factors to ensure COG from the highest to lowest levels: (1) lines of succession for officials/agency heads/authorized personnel and (2) preservation of records.

1. Succession of Command

The hierarchy of command succession at the State and local levels.

- a. Local Government Succession:

- i. Mayor
 - ii. Commissioners
 - iii. City Manager
 - iv. Deputy City Manager
 - v. Department Heads
 - vi. Deputy Department Heads

2. Relocation of Government

- a. If sustained winds are forecast in excess of 45 miles-per-hour, all fire personnel assigned to Station 96, will evacuate to the police department prior to the on-set of high winds and will stage from that location until winds subside.
 - b. All personnel deployed for emergency response, in vehicles during a storm will seek shelter at City Hall whenever winds

reach 45-mph (sustained) or as ordered by the Incident Commander or designee. Public Works employees shall seek appropriate shelter whenever winds reach 45-mph (sustained), or as ordered by the Incident Commander or designee.

- c. During an emergency, the purpose built facility located in the police department will function as the primary Holly Hill Emergency Operations Center.
- d. If the police department becomes compromised, staff will relocate to the large conference room on the second floor of City Hall. If City Hall is compromised, staff will relocate to the Public Works administration building or the YMCA building (city owned building). All of these buildings have storm protection and generators. In the event of a catastrophic damage to all city facilities, the city will seek to relocate to a building within the city limits and consider renting office space or mobile shelters. Should no space be available, the city will seek assistance from other governmental entities, such as the Volusia County School Board or community partner.
- e. Emergency Water and Food for Emergency Personnel – In the absence of community donations from several large grocery stores located within the city, emergency city funds will be utilized to purchase food from local supermarkets/vendors. Assigned city personnel will prepare the meals.

3. Preservation of Records

a. Local Level

It is the responsibility of each department head to ensure that all legal documents of both public and private nature recorded be protected and preserved in accordance with applicable State and local laws. Examples include ordinances, resolutions, meeting minutes, land deeds, and tax records, reports, information stored on the city's computer servers.

IV. Direction, Control, and Coordination

- 1. The City Manager serves as the city emergency manager and shall implement this plan and direct the operations of the city government.

2. The City Manager, or designee, will, during time of emergency, coordinate the actions of all municipal departments and agencies, as well as non-governmental supporting elements and volunteers.
3. In the absence of the City Manager and/or Deputy City Manager, the Fire or Police Chief shall implement this plan. In their absence, the Police ~~Deputy Chief~~ **Captain** or the highest ranking fire personnel will implement this plan.

B. Command Responsibility for Specific Actions

1. Upon or during a major incident, the appropriate emergency personnel will respond to the scene – either police, fire, or both. The highest ranking person of the department with primary responsibility for managing the incident will initially assume as the Incident Commander and will establish a field command post. The Incident Commander will assess the situation, develop an initial response plan and implement that plan. As appropriate, the Incident Commander will summon those resources necessary to address the situation. Above all else, the Incident Commander must take the initial steps to provide organization for the incident response.
2. As additional resources begin to arrive on-scene, it may be appropriate to shift the Incident Command responsibilities. However, the highest ranking person from each agency involved should remain at the command post to form a unified command to ensure that all aspects of the incident are managed efficiently and effectively.
3. In the event there is widespread damage to the city as a result of a disaster, the city will be geographically divided into two axis using the Florida East Coast railroad tracks as the east/west axis. LPGA Blvd. will be the north/south axis.
4. Direction of response
 - a. Each area will have an appropriate amount of task force members from the fire department, police department and public works department for search and rescue operations. Each task force will be under the command of fire personnel reporting to the city Incident Commander.
 - b. If Holly Hill is the primary area impacted by the disaster and resources are called in pursuant to mutual aid agreements, the

city will be further divided into smaller areas, to facilitate quicker response. The resources identified here are city resources only.

5. Disaster assistance and/or recovery
 - a. Each city commissioner has the responsibility for addressing threats to his or her district. This authority shall include, but is not be limited to, the declaration of an emergency condition or disaster declaration within the political jurisdiction.
 - b. The City Manager, with direction from the Emergency Management Coordinator or Incident Commander, will act as the chief advisor to each elected official during any declared emergency affecting the people and property of their represented district.
6. Incident Command System

The local incident command structures are responsible for directing on-scene emergency operations and maintaining command and control of on-scene incident operations. If a disaster affects multiple widely separated facilities or areas of the City of Holly Hill, separate incident command operations and an area command may be set up.
7. Assistance

If the City of Holly Hill's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other jurisdictions, the State, or Federal government.

V. Information Collection and Dissemination

- A. Disaster information managed by the Holly Hill Emergency Operations Center is coordinated through department representatives located in the EOC at the Holly Hill City Hall. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and specific times the information is needed are maintained at the Holly Hill Emergency

Operations Center. The information may be summarized into a Situation Report, or SITREP.

- C. Information should also be shared formally, at a minimum of every (12) twelve hours, during briefings among Department Heads, the City Manager, and the Incident Commander.
- D. For a County wide or State wide incident, the City of Holly Hill will send a representative to the County EOC to exchange situational awareness information and facility mutual aid requests.

VI. Communications

- A. Communication for fire, law enforcement and emergency medical services are conducted by the Volusia Sheriff's Communication Center. Other city departments utilizing Holly Hill specific protocols will be coordinated through the Office of the City Manager.

VII. Administration, Finance, and Logistics

- A. The City of Holly Hill has developed the necessary policies and procedures to provide for financial management during and after a disaster. These policies and procedures include the following:

1. Appointment of Officials

The City Manager serves as the city emergency manager and shall implement this plan and direct the operations of the city government. The City Manager will notify and keep the Mayor and members of the City Commission apprised of the overall situation and the need for the passage of emergency ordinances or declarations.

2. Funding and Accounting

The Finance Director, or designee, is responsible for all financial and cost analysis associated with the response and recovery operations, to include, but not limited to, equipment usage and time, purchases, expenditures, and workers compensations issues.

3. Records and Reports

The Incident Commander, or designee, with assistance from the Finance Director, will be responsible for documenting all personnel and equipment costs associated with the disaster or

incident. These personnel and equipment costs will be logged on the appropriate forms designed by FEMA. These forms can be obtained from the county's Emergency Operations Coordinator or the FEMA website. See Appendix 5 for the current forms.

4. Agreements and Understandings

Each municipality in the county has entered into a mutual aid agreement with the county to provide each other resources and support when needed for emergency response and disaster recovery. During periods of activation of the CEMP, such intra-county mutual aid will be coordinated by the applicable ESF, if activated, through the support of the municipal liaison staffing the County EOC. During periods when the ESF and/or County EOC is not activated, intra-county mutual aid is requested through the county warning point in accordance with established procedures.

Volusia County is a signatory of the statewide mutual aid agreement, and as such, may receive or provide mutual aid from other local jurisdictions in the state.

Elements addressed in a MOA/MOUs include the following:

- a. General
 - i. Emergency use of resources and capabilities of organizations that are not part of a government structure will be pre-arranged through agreements to the maximum extent feasible. Duly authorized officials will enter into agreements, which will be formalized in writing whenever possible.
 - ii. Agreements between elements of the same government will be included in their respective plans. Details of such agreements, which are inappropriate for inclusion in these plans, will be set forth in an SOP, instructions, or other directives of the units of government concerned.
 - iii. Unless otherwise provided, agreements remain in effect until rescinded or modified. Annual or other periodic updates will prevent them from becoming outdated.
 - iv. A clear statement of agreement regarding payment reimbursement for personnel services rendered,

equipment costs, and expenditures of material is mandatory.

b. Agreements

Agreements with private relief organizations provide immediate aid to disaster victims and provide some types of aid that the government is unable to render.

c. Understandings

MOUs with adjoining counties or local governments recognize that certain situations require effective coordination and cooperation between jurisdictions to achieve effective response and provide for the general safety and health of residents. These documents formalize and focus attention on commitments and help avoid misunderstandings.

5. Assistance Stipulations

If a state or county declared emergency occurs, the use of volunteers or accepting donated goods and services shall be coordinated through the County EOC. If it's a city specific incident, only the use of volunteers shall be coordinated through the American Red Cross or other appropriate agency. Elements that should be considered when utilizing volunteers or donated goods are:

- a. Administration of insurance claims
- b. Consumer protection
- c. Duplication of benefits
- d. Non-discrimination
- e. Relief assistance
- f. Preservation of environment and historic properties

B. Additional Policies

- 1. When the resources of local government are exhausted or when a needed capability does not exist within a local government, the local units of government call for assistance from the State.

2. The incident commander will submit periodic situation reports to the appropriate authority during a major disaster using standard ICS formats.

VIII. Plan Development and Maintenance

- A. The Holly Hill Comprehensive Emergency Management Plan was developed by the Holly Hill Police Department. It was reviewed and approved by the city officials and departments named within it.

The ~~Deputy~~ Police Chief is tasked with the responsibility for developing, revising, and approving the Basic Plan, annexes, appendices, and supplementary documents, such as checklists, SOPs, etc.

The Volusia County Division of Emergency Management is responsible for reviewing the plan and determining if it is in compliance with requirements of the State of Florida, Federal Emergency Management Agency, and Department of Homeland Security.

Volusia County Emergency Management is responsible for providing technical assistance for development and maintenance of the plan.

- B. Maintenance

The CEMP is a living document. Problems emerge, situations change, gaps become apparent, Federal requirements are altered, and the CEMP must be adapted to remain useful and up-to-date. The Emergency Management Coordinator will maintain the CEMP by reviewing, and updating the Basic Plan, annexes, appendices, and supplementary documents, such as checklists, SOPs, etc. The Emergency Management Coordinator is responsible for assuring that each copyholder of the CEMP has the most current version.

1. Requirements
 - a. The emergency management coordinator will maintain, distribute, and update the CEMP. Responsible officials in State or local agencies should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to people on the distribution list.
 - b. Directors of supporting departments have the responsibility of maintaining internal plans, SOPs, and resource data to ensure prompt and effective response, to and recovery from, emergencies and disasters.

2. Review and Update

a. Review

The Basic Plan and its appendices should be reviewed annually by the City Manager and his/her Department Heads.

b. Update

i. Changes

Changes should be made to plans and appendices when the documents are no longer current. Changes in planning documents may be needed:

- 1) When hazard consequences or risk areas change
- 2) When the concept of operations for emergencies changes
- 3) When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents
- 4) When warning and communications systems change
- 5) When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes, or anticipated emergency resources are no longer available
- 6) When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents
- 7) When State/territorial or Federal planning standards for the documents are revised

ii. Methods of updating planning documents

1) Plan Revision

A revision is a complete rewrite of an existing CEMP or appendix that essentially results in a new document. Revision is advisable when numerous pages of the document have to be updated, when major portions of the existing document must be deleted or substantial text added, or when the existing document was prepared using a word processing program that is obsolete or no longer available. Revised documents should be given a new date and require new signatures by officials.

2) Formal Plan Change

A formal change to a planning document involves updating portions of the document by making specific changes to a limited number of pages. Changes are typically numbered to identify them, and are issued to holders of the document with a cover memorandum that has replacement pages attached. The cover memorandum indicates which pages are to be removed and which replacement pages are to be inserted in the document to update it. The person receiving the change is expected to make the required page changes to the document and then annotate the record of changes at the front of the document to indicate that the change has been incorporated into the document. A change to a document does not alter the original document date; new signatures on the document need not be obtained.

IX. Authorities and References

A. Authorities

1. Federal

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended.
 - b. National Response Framework and selected HS Presidential Directives: #5 and #8.
 - c. Other executive orders and acts pertaining to disasters enacted or to be enacted.
 - d. Public Employees Occupational Safety and Health Act (PEOSHA) regulations.
2. State
 - a. Statewide Mutual Aid Agreement.
 - b. Florida State Statute Chapter 22, Emergency Continuity of Government.
 - c. Florida State Statute Chapter 23, Florida Mutual Aid Act.
 - d. Florida State Statute 252.38 Emergency Management Powers; Political Subdivisions.
3. Local
 - a. Mutual Aid Agreement – Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Law Enforcement).
 - b. Inter-local Agreement Providing Fire-Rescue and Emergency Medical Services Automatic Aid and Closet Unit Response System.
 - c. Inter-local Agreement for Fire and/or Rescue Service Mutual Aid within Volusia County, Florida.
 - d. Volusia County CEMP, its 20 Emergency Support Function Annexes, Mitigation Annex, and Recovery Annex.
 - e. Volusia County Multiple Casualty Plan, Volusia County Shelter Plan, Volusia County Evacuation Plans, Volusia County Logistics Plan, and Volusia Terrorist Incident Response Plan.
4. Volunteer, Quasi-Governmental

- a. Act 58-4-1905, American National Red Cross Statement of Understanding, December 30, 1985.
- b. Mennonite Disaster Services – Agreement with FDAA, 1974.
- c. Public Law 93-288.

B. References

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. Florida Comprehensive Emergency Management Plan
- b. State map with homeland security and emergency management regions

3. Local

- a. Florida Power and Light Emergency Plan
- b. Inter-local agreement(s)

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City of Holly Hill Comprehensive Emergency Management Plan

June 2022

Promulgation Statement

JOSEPH A. FORTE
CITY MANAGER
CITY OF HOLLY HILL

CITY OF HOLLY HILL EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, prevention, and recovery actions exist so that public welfare and safety is preserved.

The City of Holly Hill Comprehensive Emergency Management Plan provides a comprehensive framework for Holly Hill's emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies in Holly Hill.

The City of Holly Hill Comprehensive Emergency Management Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of the City of Holly Hill government and with the authority vested in me as the Chief Executive Officer of the City of Holly Hill, I hereby promulgate the City of Holly Hill Emergency Operations Plan.

Joseph A. Forte
City Manager, City of Holly Hill

Approval and Implementation

This plan supersedes the City of Holly Hill Comprehensive Emergency Management Plan dated September 21, 2015.

The transfer of management authority for actions during an incident is done through the execution of a written delegation of authority from an agency to the incident commander. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Holly Hill Comprehensive Emergency Management Plan delegates the City Manager's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

Community Development Director (Brian Walker)

Fire Chief (James Bland)

Police Chief (Jeffrey Miller)

Public Works Director (Antoine Khoury)

Date

Joseph A. Forte
City Manager, City of Holly Hill, Florida

Signature Page

Electronic Signature (Target Solutions)

Susan Lincoln, Finance Director
Finance Director

Electronic Signature (Target Solutions)

Brian Walker, Comm. Develop. Director
Community Development

Electronic Signature (Target Solutions)

Jim Bland, Fire Chief
Fire Department

Electronic Signature (Target Solutions)

Jeffrey J. Miller, Chief of Police
Police Department

Electronic Signature (Target Solutions)

Antoine Khoury, Public Works Director
Public Works

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
6			
7			
8			
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Basic Plan

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within the City of Holly Hill.

This plan provides guidance to agencies within the City of Holly Hill with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or state emergency operations plans or procedures.

B. Scope of Preparedness and Incident Management Activities

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of the City of Holly Hill.

C. Situation Overview

1. Characteristics

a. Location

- i. The City of Holly Hill is situated on the west bank of the Halifax River located in Volusia County. It's generally bounded on the north by Ormond Beach, on the south by Daytona Beach, on the east by the Halifax River, and on the west by unincorporated Volusia County/Daytona Beach. The city's area of four square miles occupies a ridge of hammock land rising from four feet above sea level at the Halifax River bank to about ten feet above sea level at the highest elevation.

b. Geographic

- i. Life in this community is as pleasant, peaceful and rewarding as expected in a town nicknamed "City with a Heart." There are plenty of social clubs, civic organizations and imaginative recreational programs that contribute to Holly Hill's high quality of life. There are also a dozen charming public parks that keep active people occupied. There are several

churches representing many different denominations that are ready to offer visitors and new members a warm reception.

c. Population

- i. The City of Holly Hill has a population of 12,958, consisting of mostly skilled trade workers. The median age is 44.6, as compared to the state average of 40. The average household income in 2020 was \$35,231 while the state average was \$57,703. The city is 73% white, 17% Black, 9.4% Hispanic, with Asian and American Indian comprising the remaining income.

d. Designated Areas of Interest

- i. While the Canaveral National Seashore, State Parks, and a well known beach exist minutes from Holly Hill, they are far enough away so as to not have a significant impact on the city or its services.

e. Special Events

- i. The Daytona International Speedway is home to the Daytona 500 NASCAR race each February which brings an estimated quarter million people to Volusia County. A somewhat smaller race occurs each July as well as many smaller automobile and motorcycle events. Spring Break has diminished from its past magnitude and today does not impact to any extent on the city. The Special Events in general create additional traffic for the city, but have little impact otherwise.

f. Economic Base and Infrastructure

- i. The City of Holly Hill economy is based on a service trade with merchants and trades workers providing their services to the community. There are only a few large businesses within the city. However, there are several large employers' minutes from Holly Hill: hospitals, universities, traditional tourism such as hotels, restaurants, and retail shops.

2. Hazard Profile

a. Potential Hazards

The City of Holly Hill is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

Community hazards are listed in the Local Mitigation Strategy.

D. Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries.
2. It is assumed that any of the disaster contingencies could individually, or in combination, cause an emergency situation within Holly Hill. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastating. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
3. Initial actions to mitigate the effects of emergencies or potential disaster conditions will be conducted as soon as possible by the local government.

4. Assistance to the affected jurisdiction(s) by response organizations from another jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient. Federal and State disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.
5. It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.
6. Reasonable actions will be taken to provide the assistance, as requested, when the City of Holly Hill receives a request to assist another jurisdiction.

II. Concept of Operations

A. General

The National Incident Management System (NIMS) and Incident Command System (ICS) shall be utilized, as outlined in Homeland Security Presidential Directive (HSPD/5). NIMS and ICS ensure a core set of concepts, principals, terminology and technologies covering the incident command system, training, management of resources and reporting of local conditions.

1. Communications are maintained between affected jurisdictions and the County EOC if it is activated.
2. If activated, the Volusia County Emergency Operations Center (EOC) has a position for a representative of Holly Hill. For a localized incident in which the County EOC is not activated, a representative of Volusia County Emergency Management may be sent to Holly Hill as a liaison to exchange information and serve as a link to county and state resources.
3. State and Federal emergency management representatives and subject matter experts may be assigned to Volusia County and/or the City of Holly Hill if the situation warrants them.
4. The City of Holly Hill commissioners may, by resolution, declare local states of emergency and request County or State assistance. All requests for County or State assistance should go through the Volusia County Emergency Operations Center (EOC) coordinator. See Appendix 1 marked as Local State of Emergency Resolution.

5. When the State EOC is activated, the Florida Division of Emergency Management is the office of primary responsibility for the State Emergency Response Team (SERT). The director of emergency management will normally serve as SERT leader.
6. Volusia County's EOC will serve as a coordination center for response and recovery operations county-wide and for assisting with the deployment of resources to the cities of Volusia County. The Holly Hill EOC will maintain direction of its own resources and provide guidance to mutual aid resources. Only authorized members will be assigned to the HH EOC.
7. Volusia County maintains a Recovery Committee and Recovery Annex to the County Comprehensive Emergency Management Plan.
8. Planning for recovery will be implemented at the same time local governments are taking the emergency response actions necessary to protect the public. Preparations will be made for rapid deployment of resources necessary to facilitate recovery.

B. Hazard Control and Assessment

1. Perceive the Threat – Historical data for the state, county and the City of Holly Hill are used to visualize what may threaten the community based on past experience. Input from the Central Florida Intelligence Exchange, Federal, State and County law enforcement as well as forecasting from the National Weather Service office in Melbourne, and the National Hurricane Center in Miami provide valuable insight.
2. Assess the Hazard - Hazards are assessed based on the probability of occurrence and the potential for infrastructure damage, economic loss, revenue disruption to government and the psychological impact on the public are measurements that can be used to assess each hazard.
3. Select Control Strategy - This is done by the agency, department or community partners with the most knowledge of the issue.
4. Control Hazard - A snapshot is presented in the chart below as to what actions can be taken to control the hazard.

5. Monitor the Hazard - While contained, the hazard can “regenerate itself.” Monitoring is utilized to assure that the hazards don’t become re-energized after it is controlled.

C. Protective Action Selection

The response activities listed below normally take place at an EOC. In some cases, information from the scene must be communicated to the EOC for these tasks to be completed properly. Ordered steps for protective actions selection are as follows.

1. Analyze the threat
2. Determine protective action
3. Determine public warning
4. Determine protective action and implementation plan

D. Public Warning

The City of Holly Hill provides both fire and police services. During an emergency, personnel from both the fire and police departments will assist with warnings/evacuations, providing traffic management, and recovery and identification of victims. In the event of an evacuation order, both departments will travel through manufactured/mobile home parks utilizing the public address systems to announce the evacuation. If time permits, such notification will take place throughout the city.

The CodeRed countywide emergency notification system will also be utilized. See Appendix 3 marked as CodeRed Procedures. Additionally the VC Emergency Management office has many group email and fax lists which are available for use by the city.

1. Determine message content
2. Select appropriate public warning system(s)
3. Disseminate public warning

E. Protective Action Implementation - As the situation progresses, additional actions might be needed to include, but not be limited to:

1. Monitor progress of protective action implementation
2. Control access and isolate danger area

3. Evacuation support - Mutual aid support is available through the County EOC and agreements with local law enforcement.
4. Decontamination support - Mutual aid assistance through city and county Hazardous Material Teams.
5. Medical treatment - EVAC ambulance and hospitals in Volusia County have surge capability plans.
6. Special population support - Support is available through Emergency Support Function 6 and 8 in the County EOC.
7. Search and rescue - Mutual aid support through the neighboring fire departments, Volusia County Fire Rescue Technical Rescue Team, Florida Urban Area Search and Rescue Task Force 4, and the Volusia County Sheriff's K-9 team.

F. Short-term Needs

1. Shelter operations - For a localized incident, it's the responsibility of the City of Holly Hill to utilize community centers and churches or other available sites. The American Red Cross chapter provides assistance in these cases. For a declared incident, the County of Volusia working with the Volusia County District Schools will open schools as shelters.
2. Unite families – This is a traditional function of the American Red Cross, which maintains an office in Daytona Beach.
3. Continued medical treatment – Accomplished by the utilization of medical surge plans and local and state level.
4. Increase security – Accomplished through mutual aid.
5. Stabilize the affected area – Accomplished through mutual aid plans.

G. Long-term Needs

1. Re-entry – Initial re-entry to the affected area will be conducted by the Holly Hill Police Department. Mutual aid is available from police departments within Volusia County, Volusia County Sheriff's Office and Florida Highway Patrol.
2. Recovery – Volusia County maintains a Recovery Annex to its Comprehensive Emergency Management Plan. Long term

recovery assistance is available from the State of Florida and FEMA through such activities as:

- a. Points of Distribution for food and water. Volusia County has an agreement with Ormond Beach and Daytona Beach to provide sites. These PODs would serve the residents of Holly Hill.
- b. Disaster Recovery Centers (DRC) to provide financial aid and social services. They are located based on need following an incident or disaster.
- c. Small Business Administration participation in DRC's.
- d. Federal/State Community Relations Teams to provide door to door information in the affected area. They customarily arrive 3-5 days post impact and are assigned based on need.
- e. Federal/State Housing Teams to locate long term housing units. They customarily arrive 3-5 days post impact and are assigned based on need.
- f. The Florida Department of Health activates teams as necessary to ascertain the extent of Behavior / Mental Health issues created by the incident or disaster. Federal Behavioral Health Teams can be requested if the need is sufficient.

III. Organization and Assignment of Responsibilities

A. General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complement normal functions. Each department/agency is responsible for developing and maintaining its own emergency management procedures.

B. Organization

1. Chief Elected Officials and Office of City Manager – This group provides guidance to the Holly Hill EOC; identifies financial support and limits on the use of city funds. See Appendix 4 marked as The Role of Elected Officials and Emergency Succession.
2. Police Department – Conducts tradition law enforcement activities with an increase in area evacuation, security to affected areas, countering looting, price gouging and other crimes of opportunity.

3. Fire/Rescue – Evacuation, Search and Rescue, hazmat response.
4. Emergency Coordinator – Manages the Holly Hill Emergency Operations Center, provide situational awareness and a common operating picture to field personnel, elected officials and department heads. Coordination with the County EOC and through it the SERT and FEMA teams.
5. Public Works – Increase in debris removal and disposal, maintaining water and wastewater utilities, assistance in closing off evacuated areas. Coordination with Florida Power and Light.
6. Legal Department – Supporting on-the spot mutual aid agreements that may be needed, providing guidance to city departments regarding non-traditional actions that may be required by the incident.
7. Finance Department – Capturing expenses for possible reimbursement, expediting emergency purchases.
8. Building Official – The City Building official will coordinate damage assessment with the Holly Hill Fire Department and if needed, with the Volusia County Property Appraisers office.

C. Assignment of Responsibilities

Primary and supporting emergency function responsibilities are assigned to specific departments or individuals. The Holly Hill Comprehensive Emergency Operations Plan (CEMP) assigns general responsibilities for emergency functions during emergencies. These tasks should be clearly defined and assigned to the departments or individuals that have the capability to perform them.

Upon activation of the CEMP, each Department Head, or designee, will report to a designated area, identified by the City Manager or his/her designee. Essential personnel will also be contacted and assigned to the disaster. Each department will have their own on-call procedures/protocols.

1. Chief Elected Officials/Office of City Manager
 - a. Disaster declarations
 - b. Evacuation orders
 - c. Re-entry decisions

- d. Other protective action decisions as necessary
- 2. Emergency Coordinator
 - a. EOC staffing and functioning
 - b. Communications
 - c. Operations of the shelter system in conjunction with the American Red Cross
 - d. Emergency public information
 - e. Alert and warning systems
 - f. Assistance from other jurisdictions
 - g. State assistance
 - h. Federal assistance
 - i. Emergency control and use of resources
 - j. Homeland security and emergency preparedness training and education
 - k. Rumor control
 - l. Damage assessment
 - m. Comprehensive homeland security and emergency preparedness planning
- 3. Law Enforcement Agencies
 - a. Maintaining law and order
 - b. Controlling traffic
 - c. Protecting vital installations
 - d. Controlling and limiting access to the scene of the disaster for public safety and to mitigate against possible looter or vandalism

- e. Supplementing communications
 - f. Assisting with all evacuation efforts
 - g. Search and rescue – related to lost individuals
4. Fire Departments
- a. Providing fire protection and the combating of fires
 - b. Search and rescue – related to entrapment and extrication; possible watercraft used in flooded areas to reach isolated residents
 - c. Decontamination
 - d. Damage assessment
5. Public Works
- a. Maintaining designated major streets and avenues, highways, and other designated routes of travel
 - b. Assisting with heavy rescue
 - c. Decontamination
 - d. Engineering services as required
 - e. Transportation
 - f. Debris removal
 - g. Inspection of shelter sites for safe occupancy
 - h. Inspection of damaged buildings, public and private, for safe occupancy
 - i. Enforcement of building codes
 - j. Maintenance of vehicles and other essential equipment of the various departments and agencies
 - k. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment

- l. Maintenance of a reserve supply of fuel
 - m. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits.
 - n. Provide sandbags only to Holly Hill city residents. (Valid identification or mail will be verified) at the Public Works compound. The 10th Street entrance will be utilized and a member of the police department, if necessary, should be on-scene to provide security.
6. Legal Department
 - a. Providing legal advice as required
 - b. Performing other necessary legal functions
 - c. Serving as a liaison with other legal and judicial agencies and sections of the government
7. Finance Department
 - a. Maintaining economic stabilization as required
 - b. Maintaining a list of suppliers, vendors, and items of critical emergency need (through the appropriate procurement division)

D. Support Functions

1. Support from the National Guard may be requested through the State Division of Emergency Management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will remain at all times under military command, but will support and assist response efforts.
2. Support from other State government departments and agencies may be made available in accordance with the State plan.
3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.

4. Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.
5. Assistance from surrounding jurisdictions may be available through the execution of a memorandum of understanding (MOU) or MOA.

E. Continuity of Government

Each of the departments have been issued a Continuity of Operations Plan (COOP).

Effective comprehensive emergency management operations depend upon two important factors to ensure COG from the highest to lowest levels: (1) lines of succession for officials/agency heads/authorized personnel and (2) preservation of records.

1. Succession of Command

The hierarchy of command succession at the State and local levels.

a. Local Government Succession:

- i. Mayor
- ii. Commissioners
- iii. City Manager
- iv. Deputy City Manager
- v. Department Heads
- vi. Deputy Department Heads

2. Relocation of Government

- a. If sustained winds are forecast in excess of 45 miles-per-hour, all fire personnel assigned to Station 96, will evacuate to the police department prior to the on-set of high winds and will stage from that location until winds subside.
- b. All personnel deployed for emergency response, in vehicles during a storm will seek shelter at City Hall whenever winds

reach 45-mph (sustained) or as ordered by the Incident Commander or designee. Public Works employees shall seek appropriate shelter whenever winds reach 45-mph (sustained), or as ordered by the Incident Commander or designee.

- c. During an emergency, the purpose built facility located in the police department will function as the primary Holly Hill Emergency Operations Center.
- d. If the police department becomes compromised, staff will relocate to the large conference room on the second floor of City Hall. If City Hall is compromised, staff will relocate to the Public Works administration building or the YMCA building (city owned building). All of these buildings have storm protection and generators. In the event of a catastrophic damage to all city facilities, the city will seek to relocate to a building within the city limits and consider renting office space or mobile shelters. Should no space be available, the city will seek assistance from other governmental entities, such as the Volusia County School Board or community partner.
- e. Emergency Water and Food for Emergency Personnel – In the absence of community donations from several large grocery stores located within the city, emergency city funds will be utilized to purchase food from local supermarkets/vendors. Assigned city personnel will prepare the meals.

3. Preservation of Records

a. Local Level

It is the responsibility of each department head to ensure that all legal documents of both public and private nature recorded be protected and preserved in accordance with applicable State and local laws. Examples include ordinances, resolutions, meeting minutes, land deeds, and tax records, reports, information stored on the city's computer servers.

IV. Direction, Control, and Coordination

- 1. The City Manager serves as the city emergency manager and shall implement this plan and direct the operations of the city government.

2. The City Manager, or designee, will, during time of emergency, coordinate the actions of all municipal departments and agencies, as well as non-governmental supporting elements and volunteers.
3. In the absence of the City Manager and/or Deputy City Manager, the Fire or Police Chief shall implement this plan. In their absence, the Police Captain or the highest ranking fire personnel will implement this plan.

B. Command Responsibility for Specific Actions

1. Upon or during a major incident, the appropriate emergency personnel will respond to the scene – either police, fire, or both. The highest ranking person of the department with primary responsibility for managing the incident will initially assume as the Incident Commander and will establish a field command post. The Incident Commander will assess the situation, develop an initial response plan and implement that plan. As appropriate, the Incident Commander will summon those resources necessary to address the situation. Above all else, the Incident Commander must take the initial steps to provide organization for the incident response.
2. As additional resources begin to arrive on-scene, it may be appropriate to shift the Incident Command responsibilities. However, the highest ranking person from each agency involved should remain at the command post to form a unified command to ensure that all aspects of the incident are managed efficiently and effectively.
3. In the event there is widespread damage to the city as a result of a disaster, the city will be geographically divided into two axis using the Florida East Coast railroad tracks as the east/west axis. LPGA Blvd. will be the north/south axis.
4. Direction of response
 - a. Each area will have an appropriate amount of task force members from the fire department, police department and public works department for search and rescue operations. Each task force will be under the command of fire personnel reporting to the city Incident Commander.
 - b. If Holly Hill is the primary area impacted by the disaster and resources are called in pursuant to mutual aid agreements, the

city will be further divided into smaller areas, to facilitate quicker response. The resources identified here are city resources only.

5. Disaster assistance and/or recovery

- a. Each city commissioner has the responsibility for addressing threats to his or her district. This authority shall include, but is not be limited to, the declaration of an emergency condition or disaster declaration within the political jurisdiction.
- b. The City Manager, with direction from the Emergency Management Coordinator or Incident Commander, will act as the chief advisor to each elected official during any declared emergency affecting the people and property of their represented district.

6. Incident Command System

The local incident command structures are responsible for directing on-scene emergency operations and maintaining command and control of on-scene incident operations. If a disaster affects multiple widely separated facilities or areas of the City of Holly Hill, separate incident command operations and an area command may be set up.

7. Assistance

If the City of Holly Hill's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other jurisdictions, the State, or Federal government.

V. Information Collection and Dissemination

- A. Disaster information managed by the Holly Hill Emergency Operations Center is coordinated through department representatives located in the EOC at the Holly Hill City Hall. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and specific times the information is needed are maintained at the Holly Hill Emergency

Operations Center. The information may be summarized into a Situation Report, or SITREP.

- C. Information should also be shared formally, at a minimum of every (12) twelve hours, during briefings among Department Heads, the City Manager, and the Incident Commander.
- D. For a County wide or State wide incident, the City of Holly Hill will send a representative to the County EOC to exchange situational awareness information and facility mutual aid requests.

VI. Communications

- A. Communication for fire, law enforcement and emergency medical services are conducted by the Volusia Sheriff's Communication Center. Other city departments utilizing Holly Hill specific protocols will be coordinated through the Office of the City Manager.

VII. Administration, Finance, and Logistics

- A. The City of Holly Hill has developed the necessary policies and procedures to provide for financial management during and after a disaster. These policies and procedures include the following:

1. Appointment of Officials

The City Manager serves as the city emergency manager and shall implement this plan and direct the operations of the city government. The City Manager will notify and keep the Mayor and members of the City Commission apprised of the overall situation and the need for the passage of emergency ordinances or declarations.

2. Funding and Accounting

The Finance Director, or designee, is responsible for all financial and cost analysis associated with the response and recovery operations, to include, but not limited to, equipment usage and time, purchases, expenditures, and workers compensations issues.

3. Records and Reports

The Incident Commander, or designee, with assistance from the Finance Director, will be responsible for documenting all personnel and equipment costs associated with the disaster or

incident. These personnel and equipment costs will be logged on the appropriate forms designed by FEMA. These forms can be obtained from the county's Emergency Operations Coordinator or the FEMA website. See Appendix 5 for the current forms.

4. Agreements and Understandings

Each municipality in the county has entered into a mutual aid agreement with the county to provide each other resources and support when needed for emergency response and disaster recovery. During periods of activation of the CEMP, such intra-county mutual aid will be coordinated by the applicable ESF, if activated, through the support of the municipal liaison staffing the County EOC. During periods when the ESF and/or County EOC is not activated, intra-county mutual aid is requested through the county warning point in accordance with established procedures.

Volusia County is a signatory of the statewide mutual aid agreement, and as such, may receive or provide mutual aid from other local jurisdictions in the state.

Elements addressed in a MOA/MOUs include the following:

- a. General
 - i. Emergency use of resources and capabilities of organizations that are not part of a government structure will be pre-arranged through agreements to the maximum extent feasible. Duly authorized officials will enter into agreements, which will be formalized in writing whenever possible.
 - ii. Agreements between elements of the same government will be included in their respective plans. Details of such agreements, which are inappropriate for inclusion in these plans, will be set forth in an SOP, instructions, or other directives of the units of government concerned.
 - iii. Unless otherwise provided, agreements remain in effect until rescinded or modified. Annual or other periodic updates will prevent them from becoming outdated.
 - iv. A clear statement of agreement regarding payment reimbursement for personnel services rendered,

equipment costs, and expenditures of material is mandatory.

b. Agreements

Agreements with private relief organizations provide immediate aid to disaster victims and provide some types of aid that the government is unable to render.

c. Understandings

MOUs with adjoining counties or local governments recognize that certain situations require effective coordination and cooperation between jurisdictions to achieve effective response and provide for the general safety and health of residents. These documents formalize and focus attention on commitments and help avoid misunderstandings.

5. Assistance Stipulations

If a state or county declared emergency occurs, the use of volunteers or accepting donated goods and services shall be coordinated through the County EOC. If it's a city specific incident, only the use of volunteers shall be coordinated through the American Red Cross or other appropriate agency. Elements that should be considered when utilizing volunteers or donated goods are:

- a. Administration of insurance claims
- b. Consumer protection
- c. Duplication of benefits
- d. Non-discrimination
- e. Relief assistance
- f. Preservation of environment and historic properties

B. Additional Policies

- 1. When the resources of local government are exhausted or when a needed capability does not exist within a local government, the local units of government call for assistance from the State.

2. The incident commander will submit periodic situation reports to the appropriate authority during a major disaster using standard ICS formats.

VIII. Plan Development and Maintenance

- A. The Holly Hill Comprehensive Emergency Management Plan was developed by the Holly Hill Police Department. It was reviewed and approved by the city officials and departments named within it.

The Police Chief is tasked with the responsibility for developing, revising, and approving the Basic Plan, annexes, appendices, and supplementary documents, such as checklists, SOPs, etc.

The Volusia County Division of Emergency Management is responsible for reviewing the plan and determining if it is in compliance with requirements of the State of Florida, Federal Emergency Management Agency, and Department of Homeland Security.

Volusia County Emergency Management is responsible for providing technical assistance for development and maintenance of the plan.

- B. Maintenance

The CEMP is a living document. Problems emerge, situations change, gaps become apparent, Federal requirements are altered, and the CEMP must be adapted to remain useful and up-to-date. The Emergency Management Coordinator will maintain the CEMP by reviewing, and updating the Basic Plan, annexes, appendices, and supplementary documents, such as checklists, SOPs, etc. The Emergency Management Coordinator is responsible for assuring that each copyholder of the CEMP has the most current version.

1. Requirements
 - a. The emergency management coordinator will maintain, distribute, and update the CEMP. Responsible officials in State or local agencies should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to people on the distribution list.
 - b. Directors of supporting departments have the responsibility of maintaining internal plans, SOPs, and resource data to ensure prompt and effective response, to and recovery from, emergencies and disasters.

2. Review and Update

a. Review

The Basic Plan and its appendices should be reviewed annually by the City Manager and his/her Department Heads.

b. Update

i. Changes

Changes should be made to plans and appendices when the documents are no longer current. Changes in planning documents may be needed:

- 1) When hazard consequences or risk areas change
- 2) When the concept of operations for emergencies changes
- 3) When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents
- 4) When warning and communications systems change
- 5) When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes, or anticipated emergency resources are no longer available
- 6) When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents
- 7) When State/territorial or Federal planning standards for the documents are revised

ii. Methods of updating planning documents

1) Plan Revision

A revision is a complete rewrite of an existing CEMP or appendix that essentially results in a new document. Revision is advisable when numerous pages of the document have to be updated, when major portions of the existing document must be deleted or substantial text added, or when the existing document was prepared using a word processing program that is obsolete or no longer available. Revised documents should be given a new date and require new signatures by officials.

2) Formal Plan Change

A formal change to a planning document involves updating portions of the document by making specific changes to a limited number of pages. Changes are typically numbered to identify them, and are issued to holders of the document with a cover memorandum that has replacement pages attached. The cover memorandum indicates which pages are to be removed and which replacement pages are to be inserted in the document to update it. The person receiving the change is expected to make the required page changes to the document and then annotate the record of changes at the front of the document to indicate that the change has been incorporated into the document. A change to a document does not alter the original document date; new signatures on the document need not be obtained.

IX. Authorities and References

A. Authorities

1. Federal

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended.
 - b. National Response Framework and selected HS Presidential Directives: #5 and #8.
 - c. Other executive orders and acts pertaining to disasters enacted or to be enacted.
 - d. Public Employees Occupational Safety and Health Act (PEOSHA) regulations.
2. State
 - a. Statewide Mutual Aid Agreement.
 - b. Florida State Statute Chapter 22, Emergency Continuity of Government.
 - c. Florida State Statute Chapter 23, Florida Mutual Aid Act.
 - d. Florida State Statute 252.38 Emergency Management Powers; Political Subdivisions.
3. Local
 - a. Mutual Aid Agreement – Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Law Enforcement).
 - b. Inter-local Agreement Providing Fire-Rescue and Emergency Medical Services Automatic Aid and Closet Unit Response System.
 - c. Inter-local Agreement for Fire and/or Rescue Service Mutual Aid within Volusia County, Florida.
 - d. Volusia County CEMP, its 20 Emergency Support Function Annexes, Mitigation Annex, and Recovery Annex.
 - e. Volusia County Multiple Casualty Plan, Volusia County Shelter Plan, Volusia County Evacuation Plans, Volusia County Logistics Plan, and Volusia Terrorist Incident Response Plan.
4. Volunteer, Quasi-Governmental

- a. Act 58-4-1905, American National Red Cross Statement of Understanding, December 30, 1985.
- b. Mennonite Disaster Services – Agreement with FDAA, 1974.
- c. Public Law 93-288.

B. References

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. Florida Comprehensive Emergency Management Plan
- b. State map with homeland security and emergency management regions

3. Local

- a. Florida Power and Light Emergency Plan
- b. Inter-local agreement(s)

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

5.2

**City Commission
Agenda Item**

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: Truist Deposit Account Resolution and Authorization for Business Entities
NUMBER: (ID # 3765)
APPLICANT:
PLANNER:

DISCUSSION:

The City's primary banking services provider requires the attached Deposit Account Resolution and Authorization for Business Entities to update authorized signatories on the City's various bank accounts.

FISCAL

ANALYSIS:

No fiscal impact.

STAFF

RECOMMENDATION:

Recommend approval of Truist Deposit Account Resolution and Authorization for Business Entities with updated signatories.

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 Truist Deposit Account Resolution and Authorization for Business Entities.

- Truist Resolution for Deposit Account (PDF)

TRUIST

RESOLUTION FOR DEPOSIT ACCOUNT

CITY OF HOLLY HILL

596000337

Name of Entity

TIN

- | | | |
|---|---|---|
| ☐ Corporation | ☒ Government Entity | ☐ Sole Proprietorship |
| ☐ Unincorporated Association | ☐ General Partnership | ☐ Non-Profit Corporation |
| ☐ Limited Liability Company | ☐ Limited Partnership | ☐ Other |

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Florida, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

I. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

II. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representative (Signature)

Printed Name

Title

Joseph Forte

City Manager

Valerie Manning

City Clerk

Chris Via

Mayor

Susan Lincoln

Finance Director

Michele Moore

Asst Finance Director

III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders for payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

IV. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

FOR BANK USE ONLY

Prepared By _____

Date _____

Center _____

Bank No. _____ State _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

Attachment: Truist Resolution for Deposit Account (3765 : Truist Deposit Account Resolution and Authorization for Business Entities)

V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

VI. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

DATED: _____

SIGNATURE

JOSEPH FORTE

PRINTED NAME

Attachment: Truist Resolution for Deposit Account (3765 : Truist Deposit Account Resolution and Authorization for Business Entities)



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

**City Commission
Agenda Item**

5.3

MEETING DATE: June 14, 2022
FROM: Antoine Khoury
SUBJECT: Approval of FDOT State Highway Lighting, Maintenance and
Compensation Agreement FY 22-23 Work Order
NUMBER: (ID # 3763)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has an agreement with the Florida Department of Transportation, State Highway Lighting, Maintenance, and Compensation Agreement AOR-06, to maintain the street lights located along US 1 and Nova Road. FDOT compensates the City on an annual basis for this maintenance.

With the exception of certain lights on Nova Road, the maintenance is completed by FPL. On Nova Road, from Flomich Street to approximately Golf Avenue, the street lights are maintained by the City per FDOT Financial Project ID: 413615-8-78-06.

For the (state) Fiscal Year of 2022-2023 Work Order which begins July 1, 2022 and ends June 30, 2023, FDOT will issue compensation in the amount of \$41,547.29.

FISCAL ANALYSIS:

The FY 22/23 Work Order represents a less than 1% increase over the FY 21/22 compensation amount.

STAFF RECOMMENDATION:

Approve the State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 22/23) and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER (FY 22/23) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

- State Hwy Lighting Maint & Comp Agreement AOR06 Holly Hill Work Order FY 2022 (PDF)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 10, 2022

Antoine Khoury, P. E.
City Engineer
1065 Ridgewood Ave.
Holly Hill, Florida 32117

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 22/23)**

Financial Project ID: 413615-8-78-06
Contract Number: AOR-06
FEID No.: VF-596000337-012
Work Order for Fiscal Year 22/23
Resolution No.: 2007-R-38

Dear Mr. Khoury:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 22/23 paid under this **Work Order** is **\$41,547.29**. The compensation period for this work order will begin from **July 1, 2022, and expire June 30, 2023**.

Please execute and/or return the following documents directly to this office in the enclosed self-addressed envelope. In order to guarantee availability of funds, these documents must be returned to this office no later than June 7, 2022.

- Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.
- Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.
- If the Resolution referenced above is no longer current, return a copy of your current Resolution.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 22/23)
Contract Number:
Page Two:

If you wish to receive payment for the Fiscal Year 21/22 Work Order, please submit an invoice to this office any time after May 19, 2022. Invoices for Fiscal Year 21/22 must be received no later than December 27, 2022. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted any time after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof".

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: **Tracy Rosenberg** at (386) 740-3437.

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification
Sample Invoice

FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Christine Barone

8E2E6175CE92416

Christine Barone, P.E.
Deland Operations Engineer

MAINTAINING AGENCY

Concurrence By: _____

Typed Name: _____

Title: _____

Phone: _____

Date: ____/____/____

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT CERTIFICATION

I, _____, _____,
(Name) (Title)

_____, hereby certify that State Highway Lighting
(Local Maintaining Agency)

Facilities for Financial Project ID: _____, Contract No. **AOR06**

In _____ County (Counties)

were performed to keep all Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) on the roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature.

All maintenance was performed in accordance with Agreement terms and according to the Manual of Uniform Traffic Control Devices; and, all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.

(SIGNATURE)

(DATE)

State of Florida

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ Online notarization, this _____ day of _____, _____ (year) by _____

Notary Public, State of _____ at large.

My Commission expires _____

INVOICE

Date: _____
INVOICE # _____

Attachment: State Hwy Lighting Maint & Comp Agreement AOR06 Holly Hill Work Order FY 2022 (3763 : FDOT State Highway Lighting,

Contract #	Service Dates	Customer Number	Due Date
------------	---------------	-----------------	----------

Qty	Description	Unit Price	Line Total
-----	-------------	------------	------------

[illegible]

Subtotal	
Sales Tax	
Total	

Make all checks payable to Company Name

Company Name Street Address City, ST ZIP Code Phone: Phone Fax: Fax Email



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2022
FROM: Valerie Manning
SUBJECT: River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2022-2023
NUMBER: (ID # 3769)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2022-2023 is \$1,196.00.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal effective June 30, 2022.

FISCAL ANALYSIS:

The TPO's fiscal year 2022-2023 begins July 1, 2022. The funding for this agreement is available in general ledger account 001-1101-511-54.00.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and authorizes the City Manager to execute said agreement.

COMMISSION GOAL:

N/A

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE TPO FY2022-2023 FUNDING AGREEMENT AS SUBMITTED BY STAFF.

- River to Sea TPO FY22-23 Funding Agreement Letter (PDF)

- River to Sea TPO FY22-23 Invoice (PDF)
- River to Sea FY22-23 Funding Agreement (PDF)



To: River to Sea Transportation Planning Organization Member
 From: Mariel Lemke
 Date: June 1, 2022
 Re: FY 2022/23 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system.

Enclosed you will find a Funding Agreement for the FY 2022/23 TPO member assessment. Please execute and return the original to the TPO office. An invoice for the FY 2022/2023 member assessment for your processing is also included. If you have any questions, please contact us.

Thank you for your support of the R2CTPO.

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

River to Sea TPO

Indigo Professional Centre
 2570 W. Speedway Blvd., Suite 100
 Daytona Beach, FL 32114
 386-226-0422 Fax 386-226-0428

INVOICE**INVOICE NO: HH2023****DATE: June 1, 2022****DUE: July 1, 2022**

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

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 22/23 Member Assessment		\$1,196.00
TOTAL DUE			\$1,196.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Mariel Lemke, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

Attachment: River to Sea TPO FY22-23 Invoice (3769 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2022-

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2022/2023 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2022, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2022/23 FUNDING.** The CITY agrees to allocate **\$1,196.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2022/23 budget effective July 1, 2022. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2023.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

R2CTPO: Colleen Nicoulin, Interim Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the

statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO


Signature

Print Name: Colleen Nicoulin
Title: River to Sea TPO Interim Executive Director

ATTEST:


Signature

Print Name: Debbie Stewart
Title: River to Sea TPO Administrative Assistant

(CORPORATE SEAL)

CITY OF HOLLY HILL

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)



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

5.5

**City Commission
Agenda Item**

MEETING DATE: June 14, 2022
FROM: Valerie Manning
SUBJECT: Pictona 2 - FPL Underground Easement for Utility Line
NUMBER: (ID # 3770)
APPLICANT:
PLANNER:

DISCUSSION:

Included with this agenda item is the easement form required by FPL to provide electric service to Pictona at Holly Hill - Phase2, 1062 Ridgewood Avenue facility. This easement needs to be returned to FPL prior to energizing the proposed facility.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the underground utility easement with FPL for electric service at Pictona - Phase 2 facility as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE UNDERGROUND UTILITY EASEMENT WITH FPL FOR ELECTRIC SERVICE AT PICTONA - PHASE 2 FACILITY AND EXECUTE THE EASEMENT AS STATED IN THE LETTER.

- EASEMENT PAPERWORK - 1060 RIDGEWOOD AVE - FOR PICTONA PHASE 2 (PDF)

- Sketch and Description of 10' Wide Utility Easement (PDF)



Florida Power & Light Company

June 8, 2022

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL. 32117

RE: Easement for 1060 Ridgewood Ave. for Pictona Phase 2

Dear: City of Holly Hill

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return the recorded original to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:

Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". If Exhibit "A" type description is used, the middle of the form needs to show "See Exhibit "A" ("Easement Area")". Easements are usually 10' in width for underground and 20' in width for overhead with the FPL facilities installed along the centerline of the easement. **FPL recommends that the easement be described by a surveyor to ensure the description is accurate and correctly describes the easement area.**

Signing and Witnessing:

- A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.
- B. **For Businesses:** Enter date in space provided. The President, or Vice-President sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in the date, sign on line provided, and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement Recorded at the Volusia County Courthouse, only the original unaltered FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 386-322-3421.

Sincerely,

Matthew Shaw
Construction Services

Work Request No. 11285111Sec. 42, Twp 14 S, Rge 32 E

Parcel I.D. _____

(Maintained by County Appraiser)

**UNDERGROUND EASEMENT
(INDIVIDUAL)**

This Instrument Prepared By

Name: Matthew S. ShawCo. Name: Florida Power & LightAddress: 3000 Spruce Creek Rd
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all tree undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the road streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

By: _____

(Witness' Signature)

Print Name: _____

Print Name: _____
(Witness)

Print Address: _____

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____ who is (are) personally known to me or has (have) produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

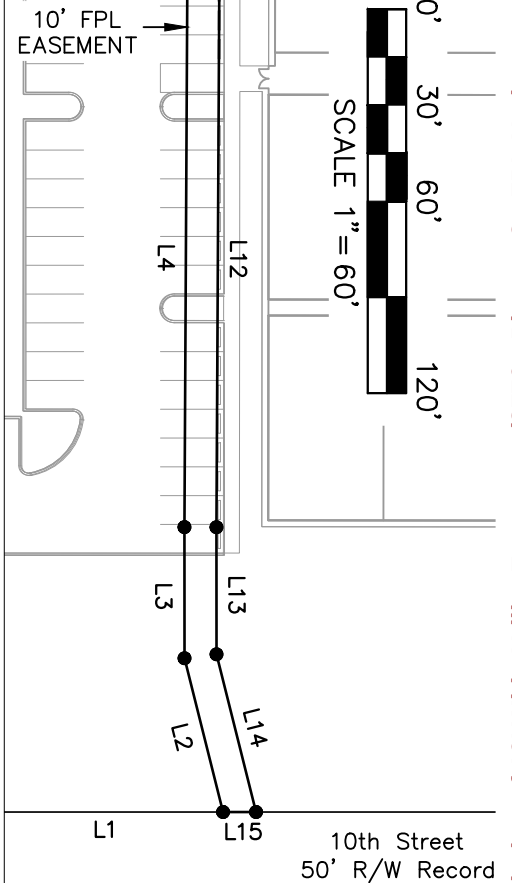
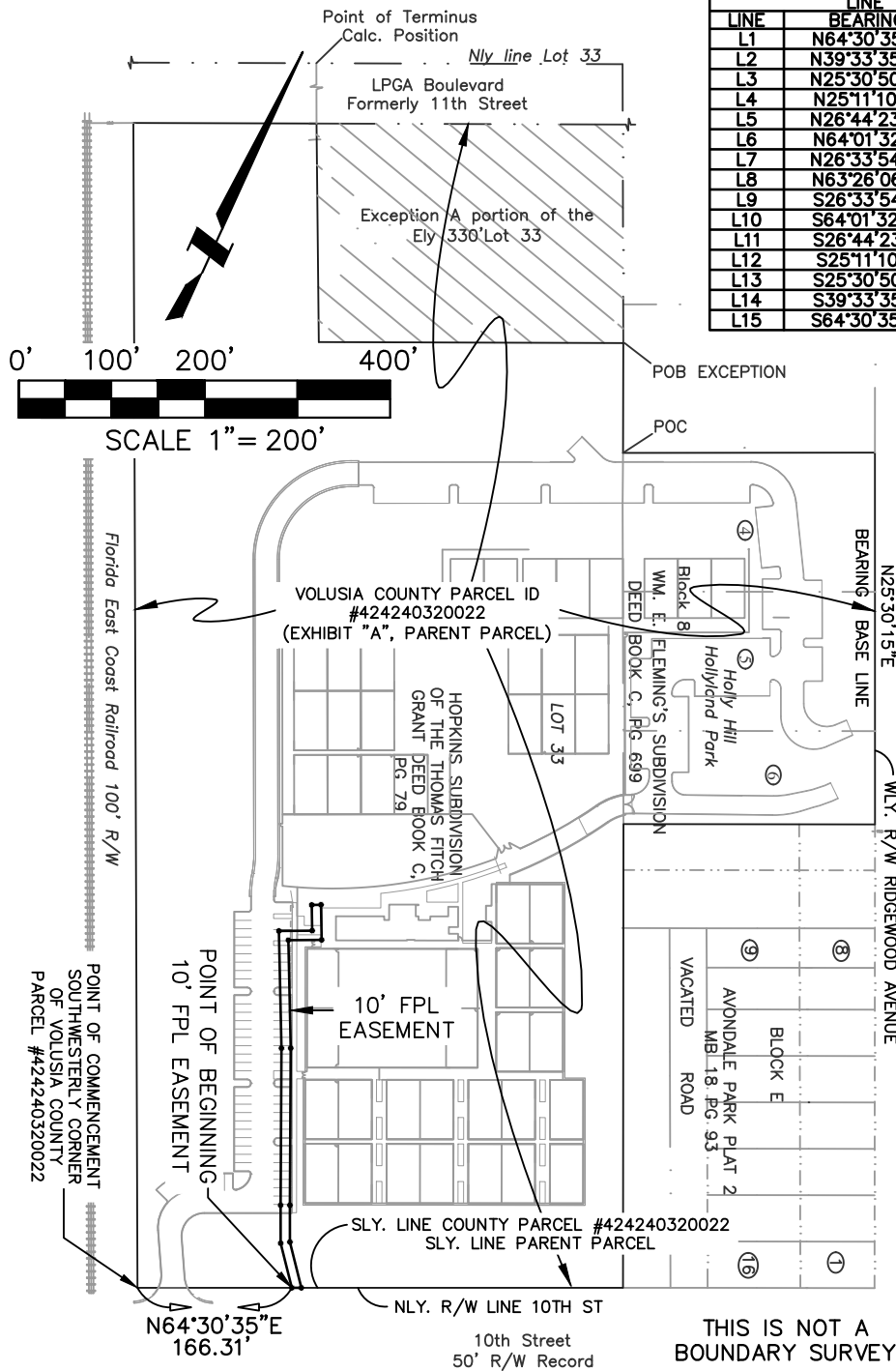
My Commission Expires:

Notary Public, Signature

Print Name _____

Attachment: EASEMENT PAPERWORK - 1060 RIDGEWOOD AVE - FOR PICTONA PHASE 2 (3770 : Pictona 2 - FPL Underground Easement for

LINE	BEARING	DISTANCE
L1	N64°30'35"E	166.31'
L2	N39°33'35"W	49.54'
L3	N25°30'50"W	40.97'
L4	N25°11'10"W	169.11'
L5	N26°44'23"W	126.38'
L6	N64°01'32"E	35.91'
L7	N26°33'54"W	27.70'
L8	N63°26'06"E	10.00'
L9	S26°33'54"E	37.81'
L10	S64°01'32"W	35.88'
L11	S26°44'23"E	116.38'
L12	S25°11'10"E	169.21'
L13	S25°30'50"E	39.71'
L14	S39°33'35"E	50.81'
L15	S64°30'35"W	10.31'



SKETCH AND DESCRIPTION OF 10' WIDE UTILITY EASEMENT

04-21-22

WILLIAM F. WOMBLE
FLORIDA PROFESSIONAL SURVEYOR/MAPPER LS6424
CERTIFICATE OF AUTHORIZATION LB8327

WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE
OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH, DRAWING,
MAP OR PLAT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**PRELIMINARY
DRAWING ONLY**

SKETCH AND DESCRIPTION PROVIDED BY

Oceanside
LAND SURVEYING
OF ORMOND BEACH, LLC

LICENSED BUSINESS NUMBER 832
2090 SOUTH NOVA ROAD, UNIT A-10
SOUTH DAYTONA, FLORIDA 32111
PHONE: 386-763-4130 · FAX: 386-763-4121
EMAIL: BW10CEANSIDE@GMAIL.COM

DRAWING DATE	DRAWN BY	CHECKED BY	JOB NO.	FILE NAME	SCALE	PREPARED FOR	SHEET 1 OF 2
04-21-22	BW	BW	21-855	BW 04-08-22_18240-5 Add UL.dwg	VARIES		Packet Pg. 115

SURVEYOR'S NOTES:

1. DESCRIPTION PREPARED BY OCEANSIDE LAND SURVEYING OF ORMOND BEACH LLC.
2. NOTICE: THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SKETCH AND DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. BEARING STRUCTURE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE HAVING A BEARING OF N25°30'13"W.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
6. USE OF THIS SKETCH AND DESCRIPTION FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN CONSENT BY OCEANSIDE LAND SURVEYING OF ORMOND BEACH LLC, WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREON SHALL BE CONSTRUED AS TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM THE SKETCH WAS PREPARED FOR.
7. THIS MAP CONSISTS OF 2 SHEETS. WHEN MULTIPLE SHEETS ARE INCLUDED FOR THE MAP, NO SINGLE SHEET SHALL BE CONSIDERED FULL AND COMPLETE WITHOUT THE OTHERS.
8. DIMENSIONS SHOWN HEREON ARE MEASURED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
9. LINWORK, TEXT AND DIMENSIONING OF THE UNDERLYING PARENT PARCEL ON SHEET 1 OF 2 OF THIS SKETCH AND DESCRIPTION IS ORIGINALLY FROM "BOUNDARY AND TOPOGRAPHIC SURVEY WITH TREE LOCATIONS", PREPARED BY MYER LAND SURVEYING, INC., LAST REVISED 09-07-21.
10. PARKING AREAS AND ROADWAYS ARE PROPOSED AND SHOWN FOR REFERENCE ONLY.

LEGAL DESCRIPTION, 10' UTILITY EASEMENT

A PORTION OF VOLUSIA COUNTY PARCEL #424240320022, AKA EXHIBIT "A" CONTAINED HEREON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF VOLUSIA COUNTY PARCEL #424240320022, AKA THE PARENT PARCEL FOR THIS DESCRIPTION, AS DESCRIBED IN EXHIBIT "A" CONTAINED HEREON; THENCE N64°30'35"E ALONG THE SOUTHERLY LINE OF SAID PARCEL #424240320022 AND SAID PARENT PARCEL, SAID SOUTHERLY LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET, A 50' RIGHT-OF-WAY, A DISTANCE OF 166.31 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SOUTHERLY LINE OF SAID PARCELS AND SAID NORTHERLY RIGHT-OF-WAY LINE N39°33'35"W A DISTANCE OF 49.54 FEET; THENCE N25°30'50"W 40.97 FEET; N25°11'10"W A DISTANCE OF 169.11 FEET; THENCE N26°44'23"W A DISTANCE OF 126.38 FEET; THENCE N64°01'32"E A DISTANCE OF 35.91 FEET; THENCE N26°33'54"W A DISTANCE OF 27.70 FEET; THENCE N63°26'06"E A DISTANCE OF 10.00 FEET; THENCE S26°33'54"E A DISTANCE OF 37.81 FEET; THENCE S64°01'32"W A DISTANCE OF 35.88 FEET; THENCE S26°44'23"E A DISTANCE OF 116.38 FEET; THENCE S25°11'10"E A DISTANCE OF 169.21 FEET; THENCE S25°30'50"E A DISTANCE OF 39.71 FEET; THENCE S39°33'35"E A DISTANCE OF 50.81 FEET TO THE SOUTHERLY LINE OF SAID PARCELS AND SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S64°30'35"W ALONG THE SOUTHERLY LINE OF SAID PARCELS AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,497 SQUARE FEET (0.10324 ACRES) MORE OR LESS

EXHIBIT "A" (AKA VOLUSIA COUNTY PARCEL #424240320022)

LEGAL DESCRIPTION OF PARENT PARCEL, AS SHOWN ON "BOUNDARY AND TOPOGRAPHIC SURVEY WITH TREE LOCATIONS", PREPARED BY MYER LAND SURVEYING, INC., LAST REVISED 09-07-21:

LEGAL DESCRIPTION:

A PORTION OF LOT 33, CHARLES HOPKINS' 1875 SUBDIVISION OF THE THOMAS FITCH GRANT, AS RECORDED IN DEED BOOK C, PAGE 79, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A COPY OF WHICH IS RECORDED IN MAP BOOK 12, PAGE 115 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING ALL OF LOT 33 LYING EASTERLY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY; NORTHERLY OF 10TH STREET, A 50 FOOT RIGHT OF WAY; WESTERLY OF AVONDALE PARK, AS RECORDED IN MAP BOOK 6, PAGE 166, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; WESTERLY OF BLOCK 8, D. D. ROGERS' 1877 SUBDIVISION OF WM. S. FLEMING'S PROPERTY, AS RECORDED IN DEED BOOK C, PAGE 699, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A COPY OF WHICH IS RECORDED IN MAP BOOK 14, PAGES 11-14, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SOUTHERLY OF L.P.G.A. BOULEVARD (FORMERLY KNOWN AS 11TH STREET) AND THE DRAINAGE CANAL; AND EXCEPTING THEREFROM THAT PORTION OF THE EASTERLY 330 OF LOT 33, CHARLES HOPKINS' 1875 SUBDIVISION OF THE THOMAS FITCH GRANT, AS RECORDED IN DEED BOOK C, PAGE 79, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AFORESAID, LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINES; COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 4, BLOCK 8, D. D. ROGERS' 1877 SUBDIVISION OF WM. S. FLEMING'S PROPERTY, AS RECORDED IN DEED BOOK C, PAGE 699, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A COPY OF WHICH IS RECORDED IN MAP BOOK 14, PAGES 11-14, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N24°31'06"W, ALONG THE EASTERLY LINE OF LOT 33, AFORESAID, 118.35 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE S65°31'40"W, 328.17 FEET; THENCE N25°15'12"W TO THE NORTHERLY LINE OF LOT 33, AFORESAID, AND THE POINT OF TERMINUS. THE OVERALL PARCEL, EXCLUDING THE EXCEPTION CONTAINS 13 ACRES, MORE OR LESS.

AND INCLUDING:

LOTS 4 & 5 AND THE NORTH 100.5 FEET OF LOT 6, BLOCK 8, D. D. ROGERS' 1877 SUBDIVISION OF WM. S. FLEMING'S PROPERTY, AS RECORDED IN DEED BOOK C, PAGE 699, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A COPY OF WHICH IS RECORDED IN MAP BOOK 14, PAGES 11-14, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; EXCEPTING THEREFROM THAT PORTION TAKEN FOR THE WIDENING OF U.S. HIGHWAY NO. 1. CONTAINING 2.7 ACRES, MORE OR LESS.

THIS IS NOT A BOUNDARY SURVEY

NOTICE:

SEE SHEET 1 OF 2 FOR SURVEYOR'S CERTIFICATE, SURVEYOR'S NOTES AND SURVEY LEGEND.

AS-BUILT SURVEY PROVIDED BY: EMAIL: BW1OCEANSIDE@GMAIL.COM

Oceanside LAND SURVEYING OF ORMOND BEACH, LLC

LICENSED BUSINESS NUMBER 8327 2090 SOUTH NOVA ROAD, UNIT A-10 SOUTH DAYTONA, FLORIDA 32119 PHONE: 386-763-4130 FAX: 386-763-412

DRAWING DATE	DRAWN BY	CHECKED BY	JOB NO.	FILE NAME	SCALE	PREPARED FOR	SHEET 2 OF 2
04-21-22	BW	BW	21-855	BW 04-08-22_18240-5 Add UL.dwg			Packet Pg. 116



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

**City Commission
Agenda Item**

5.6

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: Disposal of Fixed Assets
NUMBER: (ID # 3768)
APPLICANT:
PLANNER:

DISCUSSION:

The fixed assets in the attached list have been identified as being surplus property available for disposition as defined in the City's Purchasing Policy originally adopted by resolution 2018-R-30 on May 8, 2018. This Policy was amended by resolution 2020-R-35 on July 28, 2020, resolution 2021-R-70 on September 13, 2021, resolution 2021-R-105 on November 23, 2021 and resolution 2022-R-17 on March 8, 2022,

Section 13.2 Disposition of Surplus Property states: "The Finance Department has the discretion to classify any City property/equipment as surplus this is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (Section 274.06 F.S.). Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department."

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

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 dispose of the attached list of surplus equipment.

- Purchasing Policy Section 13.2 Disposal of Surplus Property (PDF)
- Disposal Request List 6.14.2022 Meeting (PDF)
- Inventory Computer Disposal List (PDF)

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

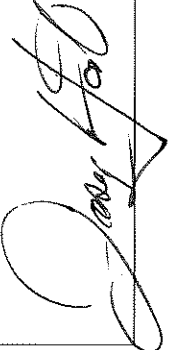


Inventory Disposal Request Form

DATE : 6/14/2022

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	901		HP Desktop PC	HP		2UA2090WL5					CHAMBER PODIUM	2012000068
2	908		HP Desktop PC	HP		2UA2090WKY					PW Conference Room TV	2012000008
3	1142		Acer Desktop PC	Acer		6540401129600					PW Lobby	2013000041
4	1144		Acer Desktop PC	Acer		33030625F9600					PW Break Room	2013000058
5			HP Desktop PC	HP		2UA4131MBH					CM TV COMPUTER	2014000225
6	1026		HP Desktop PC	HP		2UA4342ONB					SPARE	2015000006
7	1040		HP Desktop PC	HP		MXL4390Y7F					SPARE	2015000021
8			HP Desktop PC	HP		2UA4131MBG					Beth Virenn	
9	1063		HP Desktop PC	HP		2UA60216MK					Kyle Mahanes	
10	1065		HP Desktop PC	HP		2UA60216MN					CID INVESTIGATORS	
11	1086		HP Desktop PC	HP		2UA60216MQ					Diane Cole	
12	1064		HP Desktop PC	HP		2UA60216MV					SRT	
13	1053		HP Desktop PC	HP		2UA60216MY					RECORDS COUNTER	
14	1059		HP Desktop PC	HP		2UA60216N0					RECORDS WEST WALL	
15	1067		HP Desktop PC	HP		2UA60216N3					RM 111	
16	1055		HP Desktop PC	HP		2UA60216NQ					D/E Computer - South Wall	
17	1080		HP Desktop PC	HP		2UA60216P1					Brian Walker - City Planner	
18	1051		HP Desktop PC	HP		2UA60216P3					PUBLIC WORKS DIRECTOR	
19	1082		HP Desktop PC	HP		2UA60216P6					Briefing 3	
20	1058		HP Desktop PC	HP		2UA60216PN					KEVIN FALL	
21	1056		HP Desktop PC	HP		2UA650269G					D/E Computer	
22	1081		HP Desktop PC	HP		8CG7165SHZ					PLANS TECH	
23	1082		HP Desktop PC	HP		8CG7166FV7					CM ADMIN DESK	
24			Acer Desktop PC	Acer		4251078249600					JPIATT	
25	1090		HP Desktop PC	HP		8CG71650TP					SPARE	
26	1082		HP Desktop PC	HP		8CG7166FV7					CM ADMIN DESK	
27	1143		Acer Desktop PC	Acer		33190266D9600					PW Break Room	
28		n/a	2007 Ford Crown Victoria	Ford	Ford	2FAFP71W07X101896		unknown			PW Yard	Vehicle #171
29		201500100	2010 Ford Crown Victoria	Ford	Ford	2FABP7BV5AX190032		4/22/2015			PW Yard	Vehicle #113
30		2003001814	2003 Ford Taurus	Ford	Ford	1FAFP3U03A187682		1/10/2003			PW Yard	Vehicle #2

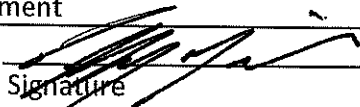
City Manager's Signature/Date


City Manager's Signature/Date

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST

(Initiated by Dept Head)

Asset Tag n/a Description 2007 Ford Crown Victoria
 VIN # 2FAFP71W07X101896 Date Purchased unknown
 Department Police Department
 Department Head  Printed JEFF MILLER
 Reason for Surplus Vehicle has high mileage and has been replaced in the PD fleet
 City Fleet vehicle number 171
 If applicable, Mileage 148,853 Hours 3,634
 Trade-In Vendor Trade-in Value _____
 Scrap Cannibalize Destroy/Discard Insurance Claim Filed? Y or N
 Auction X Donate Other

All Requests will be emailed to Dept Heads as available 1st day of Each Month

II TRANSFER REQUEST?

Y N

If Yes, Signature of Receiver

Required Here:

Receiving Dept

Receiving Dept Signature

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

III COMMISSION APPROVAL TO SURPLUS

Notification of Approval sent to Dept Head
 Surplus Approval Notated in WASP

Agenda Date

Initial/Date

Initial/Date

IV DISPOSAL

SCRAPPED-CANNIBALIZED-DESTROYED

Insurance Claim Filed _____ Date _____

Witnessed By _____ Date _____

TRADED IN

Trade in was for _____ Date _____

Vendor Name _____ Trade In Value _____

New Equipment Property Tag # _____

AUCTIONED

Sold To _____

Auction Price _____ Date Sold _____

DONATED

Donated To _____

OTHER

Attachment: Disposal Request List 6.14.2022 Meeting (3768 : Disposal of Fixed Assets)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM**I SURPLUS REQUEST** (Initiated by Dept Head)

Asset Tag 2015000100 Description 2010 Ford Crown Victoria
 VIN # 2FABP7BV5AX130032 Date Purchased 4/22/2015
 Department Police Department
 Department Head [Signature] SEFF MILLER
 Signature Printed
 Reason for Surplus Vehicle has high mileage and has been replaced in the PD fleet

If applicable, Mileage 141,353 Hours 6,056

Trade-In Vendor Trade-in Value _____
 Scrap _____ Cannibalize _____ Destroy/Discard _____ Insurance Claim Filed? Y or N
 Auction X Donate _____ Other _____

****All Requests will be emailed to Dept Heads as available 1st day of Each Month****

II TRANSFER REQUEST?

Y _____ N _____

If Yes, Signature of Receiver

Required Here:

Receiving Dept _____

Receiving Dept Signature _____

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

III COMMISSION APPROVAL TO SURPLUS

Notification of Approval sent to Dept Head
 Surplus Approval Notated in WASP

Agenda Date _____

Initial/Date _____

Initial/Date _____

IV DISPOSAL**SCRAPPED-CANNIBALIZED-DESTROYED**

Insurance Claim Filed _____ Date _____

Witnessed By _____ Date _____

TRADED IN

Trade in was for _____ Date _____

Vendor Name _____ Trade In Value _____

New Equipment Property Tag # _____

AUCTIONED

Sold To _____

Auction Price _____ Date Sold _____

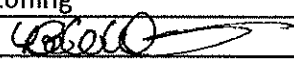
DONATED

Donated To _____

OTHER

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag 2006001814 Description Ford Taurus
VIN # 1FAP53U03A187682 Date Purchased 1/10/2003
Department Building and Zoning
Department Head  Brian Walker 5-27-22
Signature Printed Date
Reason for Surplusing Vehicle has high mileage and has been replaced in the B&Z fleet
City Fleet vehicle number 2
If applicable, Mileage 104,442 Hours _____
Trade-In Vendor Trade-in Value _____
Scrap _____ Cannibalize _____ Destroy/Discard _____ Insurance Claim Filed? Y or N
Auction X Donate _____ Other _____

****All Requests will be emailed to Dept Heads as available 1st day of Each Month****

II TRANSFER REQUEST? Y N If Yes, Signature of Receiving Dept _____
Required Here: _____
Receiving Dept Receiving Dept Signature

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

III COMMISSION APPROVAL TO SURPLUS

Notification of Approval sent to Dept Head _____
Surplus Approval Notated in WASP _____

Agenda Date _____
Initial/Date _____
Initial/Date _____

IV DISPOSAL

SCRAPPED-CANNIBALIZED-DESTROYED

Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____

TRADED IN

Trade in was for _____ Date _____

Vendor Name _____ Trade In Value _____

New Equipment Property Tag # _____

AUCTIONED

Sold To _____

Auction Price _____ Date Sold _____

DONATED

Donated To _____

OTHER



Inventory Disposal Request Form

DATE : 5/5/2022

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	901		HP Desktop PC	HP		2UA2090WL5					CHAMBER PODIUM	3/7/2012
2	908		HP Desktop PC	HP		2UA2090WKY					PW Conference Room TV	3/7/2012
3	1142		Acer Desktop PC	Acer		6544041129900					PW Lobby	DONATED
4	1144		Acer Desktop PC	Acer		33030625F0600					PW Break Room	DONATED
5			HP Desktop PC	HP		2UA4131MBH					CM TV COMPUTER	1/1/2014
6	1026		HP Desktop PC	HP		2UA43420NB					SPARE	1/1/2015
7	1040		HP Desktop PC	HP		MXL4390Y7F					SPARE	1/1/2015
8			HP Desktop PC	HP		2UA4131MBG					Beth Wrenn	3/28/2014
9	1063		HP Desktop PC	HP		2UA60216MK					Kyle Mahanes	1/13/2016
10	1065		HP Desktop PC	HP		2UA60216MN					CID INVESTIGATORS	1/13/2016
11	1066		HP Desktop PC	HP		2UA60216MQ					Diane Cole	1/13/2016
12	1064		HP Desktop PC	HP		2UA60216MV					SRT	1/13/2016
13	1053		HP Desktop PC	HP		2UA60216MY					RECORDS COUNTER	1/13/2016
14	1059		HP Desktop PC	HP		2UA60216N0					RECORDS WEST WALL	1/13/2016
15	1057		HP Desktop PC	HP		2UA60216N3					RM 111	1/13/2016
16	1055		HP Desktop PC	HP		2UA60216NQ					D/E Computer - South Wall	1/13/2016
17	1060		HP Desktop PC	HP		2UA60216P1					Brian Walker - City Planner	1/13/2016
18	1051		HP Desktop PC	HP		2UA60216P3					PUBLIC WORKS DIRECTOR	1/13/2016
19	1062		HP Desktop PC	HP		2UA60216P6					Briefing 3	1/13/2016
20	1058		HP Desktop PC	HP		2UA60216PN					KEVIN FALL	1/13/2016
21	1056		HP Desktop PC	HP		2UA650269G					D/E Computer	12/18/2016
22	1081		HP Desktop PC	HP		8CG7165SHZ					PLANS TECH	5/10/2017
23	1082		HP Desktop PC	HP		8CG7166FV7					CM ADMIN DESK	5/10/2017
24			Acer Desktop PC	Acer		4251078249600					JPIATT	DONATED
25	1090		HP Desktop PC	HP		8CG71650TP					SPARE	5/10/2017
26	1082		HP Desktop PC	HP		8CG7166FV7					CM ADMIN DESK	5/10/2017
27	1143		Acer Desktop PC	Acer		33190266D9600					PW Break Room	DONATED

City Manager Signature/Date

Attachment: Inventory Computer Disposal List (3768 : Disposal of Fixed Assets)



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

**City Commission
Resolution**

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating FDOT Speed and Aggressive Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-38
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Police Department was awarded the FDOT Speed and Aggressive Driving Grant 2021-2022 Grant on or around October 19, 2021. This grant is applied for each year and is competitively awarded. This grants funds salaries and benefits for traffic enforcement in the city. We have received this grant since 2018.

In order to provide the traffic enforcement related to speeding and aggressive driving, the Holly Hill Police Department has sought to continue the grant from the State of Florida's Department of Transportation to fund officers salaries and benefits. The funding of this grant does not require matching city funds.

This grant funding cycle is from October 19, 2021 until September 30, 2022.

The City Commission approved the acceptance of the grant award at the October 21, 2021 meeting. This Resolution will appropriate budget funds for the grant award.

FISCAL

ANALYSIS:

The Grant award amount is \$40,000 for fiscal year beginning October 19, 2021 through September 30, 2022 to provide funding for traffic enforcement officers.

STAFF RECOMMENDATION:

Approve the Budget Resolution for FDOT Speed and Aggressive Driving grant award.

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 FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION FDOT AGGRESSIVE DRIVING GRANT (PDF)
- Speed and Aggressive Driving Grant - FDOT Contract G2045 (PDF)

Resolution No. 2022-38**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING FDOT SPEED AND AGGRESSIVE GRANT AWARD TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a \$40,000 Speed and Aggressive Driving grant from State of Florida Department of Transportation; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by subsequent Resolutions amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall

become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE	VARIANCE
001 - GENERAL FUND	\$ 40,000	\$ 40,000	\$ -
TOTAL ALL FUNDS	\$ 40,000	\$ 40,000	\$ -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

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Project Number: SC-2022-00040	FDOT Contract Number: G2045
Federal Funds Awarded: \$40,000	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date: 10/19/2021	Subgrant End Date: 09/30/2022
Part I: GENERAL ADMINISTRATIVE INFORMATION	
Project Title: Speed and Aggressive Driving	
Federal Funding: \$40,000	Match: \$ Total Cost: \$40,000
1. Subrecipient Agency: Agency Name: City of Holly Hill Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117	2. Implementing Agency: Agency Name: Holly Hill Police Department Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117
3. Federal ID Number: 596000337	
4. DUNS Number: 132869686	
5. Chief Financial Officer: Name: Stella Gurnee Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117 Telephone No: (386) 248-9426 ext. E-Mail Address: sgurnee@hollyhillfl.org	6. Project Director: Name: Jeffrey Miller Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117 Telephone No: (386) 248-9494 ext. E-Mail Address: jmiller@hollyhillfl.org
7. Financial Reimbursement Contact: Name: Amy Krok Title: Assistant Finance Director Telephone Number: (386) 248-9430 ext. E-Mail Address: akrok@hollyhillfl.org	8. Project Activity Contact: Name: Jeffrey Miller Title: Chief of Police Telephone Number: (386) 248-9494 ext. E-Mail Address: jmiller@hollyhillfl.org
9. Payment Remittance Address: Name: City of Holly Hill Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117	

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Project Title: Speed and Aggressive Driving
 Project Number: SC-2022-00040
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Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem:

The City of Holly Hill is a river-coastal community located in eastern Volusia County. The city has an estimated population of 12,000 and encompasses +/- 4 square miles. The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated at quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach Resort area results in significant seasonal increases in both population and traffic density associated with various special events to include, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received complaint from our citizens.

According to an April 2020 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year." Furthermore, "Among speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2020 Fact Sheet).

Volusia County has worsened its ranking to 6 out of 26 counties of similar size regarding crashes correlated with aggressive driving and speeding (FY2022 Highway Safety Matrix -Ranking of Florida Counties, FDOT). Volusia County was ranked 8 in FY 2021, and FY2020.

2. Proposed Solution:

In keeping with the Florida Department of Transportation (FDOT) Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into 4 different phases following the city's fiscal year:

- 1st Phase (October - December)
- 2nd Phase (January - March)
- 3rd Phase (April - June)
- 4th Phase (July - September)

The 1st and 2nd phases of the operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar/laser traffic enforcement operations, involving static and roving units for greatest visibility, will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

Project Title: Speed and Aggressive Driving
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The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist educational and targeted enforcement in identified high incident areas citywide.

The program will be conducted once a week, up to 2 different days, using at least 2 officers at a time. These officers will be dedicated traffic officers assigned to the operation. Following each month, the program coordinator will collect data, including the number of traffic stops, written warnings, citations issued, and traffic crashes, and submit via reimbursement packages to FDOT State Safety Office.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities countywide by 5% when compared to the previous three year average.
- c. Conduct at least 4 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Shield campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 9 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 12 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% countywide, compared to the previous three-year average.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Shield campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

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Part III: PROJECT DETAIL BUDGET

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.				
BUDGET CATEGORY	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services				
Overtime Salary and Benefits	\$40,000	\$	\$40,000	No
	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, Workers Compensation, and Health Insurance.			
Subtotal:	\$40,000	\$	\$40,000	
B. Contractual Services				
Subtotal:	\$	\$	\$	
C. Expenses - Any purchase with a per item unit cost of \$200 or more from any line item within this Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.				
Subtotal:	\$	\$	\$	
D. Equipment Costing \$5,000 or More				
Subtotal:	\$	\$	\$	
E. Indirect Cost				
Subtotal:	\$		\$	
Total Cost of Project:				
	\$40,000	\$	\$40,000	

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PART IV: PERFORMANCE REPORT

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

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Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining

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Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

- ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and ~~elects~~ to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
 3. Wholly or partly suspend or terminate the Federal award
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)

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5. Withhold further Federal awards for the Project or program

6. Take other remedies that may be legally available

- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

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3. Offsets. If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1397). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

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

9. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

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accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

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(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

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- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)
- (j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (d), in every subcontract and sub-agreement and

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in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

- 17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

- 18. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 19. Prohibition on certain telecommunications and video surveillance services or equipment.** subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 20. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

- 21. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

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

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amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- (c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out

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of this Agreement.

- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.
- (c) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

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- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
- iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

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- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended

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to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

43. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

44. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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45. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

46. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

47. Bonus or Commission. By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

48. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

49. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

50. JURY TRIAL WAIVER. The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.

51. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

53. IRS Form 990 Annual Report and Executive Compensation Reporting. Pursuant to Governor's Executive Order 20-44, if the Subrecipient/Contractor/Vendor/Agency/Other Party is required by the Internal Revenue Code to file *IRS Form 990* and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient/Contractor/Vendor/Agency/Other Party shall submit an Annual Report to the Department, including the most recent *IRS Form 990*, detailing the total compensation for each member of the Subrecipient/Contractor/Vendor/Agency/Other Party executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Recipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient/Contractor/Vendor/Agency/Other Party. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Subrecipient/Contractor/Vendor/Agency/Other Party receiving Department funding.

GRANT MANAGEMENT

54. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will

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Attachment: Speed and Aggressive Driving Grant - FDOT Contract G2045 (2022-R-38 : Amending the Fiscal Year 2021-2022 Annual Operating

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achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

55. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

Florida Department of Transportation
 Attn: Governor's Highway Safety Representative
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

56. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.
 - iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

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- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

57. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

58. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

59. How this Subgrant Agreement Is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

60. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends
- (c) Failure to provide required performance and final narrative reports in the required time frame
- (d) Failure to perform work described in Part II of this subgrant agreement

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- (e) Failure to provide reimbursement requests and performance reports in a timely manner
- (f) Providing fraudulent performance reports or reimbursement requests
- (g) Misuse of equipment purchased with Federal highway safety funds

61. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

62. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

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63. **Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. **Term of this Subgrant Agreement.** Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

65. **Travel.**

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:

- I. Purchase of Air fare

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- ii. Travel to conference
- iii. Travel which includes a registration fee
- iv. Out-of-subgrant-specified work area travel
- v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$175.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$175 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

66. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

67. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

(a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT Safety Office in

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draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.

(b) Minimum Mandatory Subcontract Language. All subcontract agreements shall include as a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
- ii. Total contract amount
- iii. Scope of work/Services to be provided
- iv. Quantifiable, measurable, and verifiable units of deliverables
- v. Minimum level of service to be performed and criteria for evaluating successful completion
- vi. Budget/Cost Analysis
- vii. Method of compensation/Payment Schedule

(c) Additional Required Clauses.

- i. All subcontract agreements shall contain the following statement: "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date)"
- ii. Buy American Act clause (see Section 4 of Part V)
- iii. Certification Regarding Federal Lobbying (see Section 21 of Part V)
- iv. Cooperation with Inspector General (see Section 32 of Part V)
- v. DBE Clause (see Section 10(b) of Part V)
- vi. E-Verify clause (see Section 33 of Part V)
- vii. Nondiscrimination clause (see Section 16 of Part V)
- viii. Clean Air Act and Federal Water Pollution Control Act clause (subcontracts in excess \$150,000) (see Section 5 of Part V)
- ix. Integrity Certification Clause (see Section 27 of Part V)
- x. Contract Work Hours and Safety Standards Act (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. Indemnification and Insurance (see Section 34 of Part V)
- xii. Policy on Banning Text Messaging While Driving Act (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. Human Trafficking Clause (see Section 23 of Part V)
- xiv. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (see Section 12 of Part V)
- xv. Termination for Convenience (see Section 22 of Part V)

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's

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employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

- (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.
- (b) **Supporting Documentation.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing Over \$5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

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- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) Frequency and Deadlines for Submission.

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty

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at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
- (j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

72. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

73. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

74. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

75. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

76. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a

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current Certified Child Passenger Safety Technician.

77. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priority initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
- (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.
 Frequent: Enforcement occurs often enough to create general deterrence.
 Visible: A majority of the public sees or hears about the enforcement.
 Strategic: Enforcement targets high-risk locations during high-risk times.

(d) Impaired Driving Enforcement.

- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course

Project Title: Speed and Aggressive Driving
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f. Be an active certified Drug Recognition Expert (DRE)

- (e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.
 - i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ..." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

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79. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without

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advance approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:

- i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
- ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. Special Conditions.

Project Title: Speed and Aggressive Driving
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Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)

*Federal Funds Awarded: \$40,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
**Award is for R&D: No

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37520300004020FL0	02/03/2020

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IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Chris Craig
 By: _____
 Authorized FDOT State Safety Office Representative
 Date: 10/19/2021 | 5:30 PM EDT
 Date Signed

SUBRECIPIENT

By: _____
 Signature of Authorized Representative
 Name: **Joseph FORTE**
 Authorized Representative's Name Printed
 Title: **City Manager**
 Authorized Representative's Title Printed
 Date: 10-14-2021
 Date Signed

Reviewed for the Florida Department of Transportation:

DocuSigned by:
Larry Kingers
 By: _____
 Authorized FDOT Attorney
 Date: 10/19/2021 | 4:28 PM EDT
 Date Signed

IMPLEMENTING AGENCY

By: _____
 Signature of Authorized Representative
 Name: **JEFFREY MILLER**
 Authorized Representative's Name Printed
 Title: **INTERIM Police Chief**
 Authorized Representative's Title Printed
 Date: 10-13-2021
 Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

To: Shana.Morris@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2045

9/21/2021

CONTRACT INFORMATION

Contract:	G2045
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF HOLLY HILL
Vendor ID:	F596000337001
Beginning Date of This Agreement:	09/18/2021
Ending Date of This Agreement:	09/30/2022
Contract Total/Budgetary Ceiling:	ct = \$40,000.00
Description:	SC-2022-00040, Speed and Aggressive Driving

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/21/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	\$40,000.00
Financial Project:	19024578422
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088796/22
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$40,000.00



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

**City Commission
Resolution**

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Volusia County ECHO Grant Award; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-39
APPLICANT:
PLANNER:

DISCUSSION:

On January 25, 2022, the City of Holly Hill Commission adopted 2022-R-9 accepting the ECHO Grant Award in the amount of \$2,500,000 from the Volusia County Council. This grant is designated for the Community Redevelopment Agency in partnership with Martens Charities is developing Pictona, Phase 2. The project is projected to cost approximately \$6,000,000.00 of which the CRA is contributing \$1,000,000.00 dollars. The Martens, Steve Juengst and Joe Forte worked on submitting a \$2,500,000.000 Exceptional Grant through Volusia ECHO for the Development of Pictona, Phase 2.

FISCAL

ANALYSIS:

This budget amendment recognizes the \$2,500,000 grant awarded to the City. The City Commission approved a budget amendment on November 23, 2021 recognizing the Martens Charity contribution to the city in the amount of \$1,500,000.00 to be combined with the CRA's \$1,000,000.00 to make up the match to the Volusia ECHO Grants-in-Aid of \$2,500,000.00. The balance of the project cost will be funded directly by Martens Charity.

STAFF

RECOMMENDATION:

Approve the Budget Amendment Resolution for the Volusia ECHO Grant.

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 #3: Implement the CRA master plan with a focus on the best utilization of vacant

properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION ECHO GRANT \$2.5M (PDF)
- ECHO Grant Award letter 21-03 (PDF)

Resolution No. 2022-39

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOLUSIA COUNTY ECHO GRANT AWARD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOLUSIA COUNTY ECHO GRANT AWARD; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On January 18, 2022, the City Commission adopted resolution 2022-R-9 approving the City to accept the Volusia County ECHO Grants-in-Aid award in the amount of \$2,500,000.00; and

WHEREAS, The City of Holly Hill Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by subsequent Resolutions amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE	VARIANCE
139 - CRA CAPITAL PROJECTS	\$ 2,500,000	\$ 2,500,000	\$ -
TOTAL ALL FUNDS	\$ 2,500,000	\$ 2,500,000	\$ -



Resource Stewardship Division

January 18, 2022

Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

**RE: ECHO Grant Award 21-03
City of Holly Hill – Pictona at Holly Hill, Phase 2**

Dear Mr. Forte,

Congratulations! On January 18, 2022 the Volusia County Council approved the ECHO Advisory Committee recommendation of your ECHO Grants-in-Aid award in the amount of \$2,500,000. Attached are the documents you need to complete the award process. The following action steps are required to move toward receiving the Notice to Proceed:

1. Restrictive Covenants – Provide the legal description of the project property to the ECHO office for review and approval. Once approved, complete, duly sign, witness, notarize and record the restrictive covenant with the approved legal description of the project property as a part thereof, with the Volusia County Clerk of the Court and a copy of the filed document needs to be provided to ECHO staff.
2. One Original Letter Contract – Have the appropriate authority sign the document on the line marked "Agency (Grantee) Acknowledgement". Sign the line marked by a red "X" and only that one place. This document will be processed by ECHO staff. It is the document that allows us to encumber funds specific to your project.

Return signed and recorded documents in one packet to ECHO staff no later than February 1, 2022. Please include your grant number (21-03) on all correspondence.

123 W. Indiana Avenue, Room 200
Tel: (386) 943-7081 Fax: (386) 626-6570

A Notice to Proceed must be issued prior to the start of your project. Your expeditious processing of the attached documents is critical to continuing the award process.

On behalf of the ECHO staff, I want to once again congratulate you on your grant award. We look forward to working with your organization to ensure the successful completion of this project to realize the goals of the ECHO Program. Please contact me at (386) 943-7081 or khively@volusia.org if you have any further questions.

Sincerely,



Kendra Hively, ECHO Manager
Resource Stewardship Division



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

**City Commission
Resolution**

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2021-2022; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-40
APPLICANT:
PLANNER:

DISCUSSION:

The current City-wide Fee Schedule was adopted on August 8, 2021, with Resolution 2021-R-49 and became effective October 1, 2021. The current fee schedule includes fees for Fire Plan Reviews, Fire System Tests, and Annual Fire Safety Inspection fee. The City Building code requires a Fire Inspection with each Building Permit issued by the City, however the current schedule does not include this fee. The City Fire Marshall must conduct inspections for each Building Permit in accordance with Florida Law. In as such the City is entitled to collect a fee for such services.

This Resolution amends the City-wide Fee Schedule to include Fire Inspection fees related to Building Permits in accordance with the Florida Statute Section 553.80(2)(c).

FISCAL

ANALYSIS:

The proposed Fire Inspection Fee initial fee is \$40.00 with second re-inspection fee of \$50.00 and third and subsequent re-inspections \$160.00 each.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

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:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022.

ATTACHMENTS:

- Amended FY2021-22 City-wide Fee Schedule (PDF)

Resolution No. 2022-40**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR FISCAL YEAR 2021-2022 TO INCLUDE FIRE INSPECTION FEES RELATED TO BUILDING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. On August 10, 2021, the City Commission adopted Resolution 2021-R-49, the Citywide Fee Schedule for Fiscal Year 2021-2022.
2. The Citywide Fee Schedule has been modified to include Fire Inspection Fees related to Building permits.
3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

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

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

SECTION 3. The fees which are newly created- as set forth in the Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A"):

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

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

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

SECTION 4. The City Commission hereby approves and adopts:

1. The Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A") which:

A. Creates Fire Inspection Fees related to Building Permits.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the Amended FY 2021-2022 Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees listed in this Resolution and set forth in the Amended FY 2021-2022 Citywide Fee Schedule (Exhibit "A") become effective on June 15, 2022.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
BUILDING AND ZONING FEES			
APPLICATION FEES			
APPLIC FEE-TEMP SIGNAGE	25.00		
APPLIC FEE-SIGN PERMIT	25.00		
APPLIC FEE-BD OF PLAN/APL	50.00		
APPLIC FEE-COMM BLDG PRMT	60.00		
APPLIC FEE-RES ACCES.STRC	30.00		
APPLIC FEE-RES BLDG PRMIT	30.00		
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00		
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00		
BUILDING PERMIT FEES			
BUILDING VALUE 0-2,000 , BASE FEE	20.00		
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00		
BUILDING VALUE 4,001-100,000, BASE FEE	75.00		
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00		
BUILDING VALUE 100,001-500,000, BASE FEE	450.00		
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00		
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00		
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50		
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00		
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00		
PLAN REVIEW FEES			
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00		
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00		
ZONING REVIEW - ANY VALUE	20.00		
\$0.00 to \$5,000.00	25.00		
\$5,001.00 to \$10,000.00	30.00		
\$10,001.00 to \$50,000.00	60.00		
\$50,001.00 to \$100,000.00	80.00		
\$100,001.00 to \$200,000.00	100.00		
\$200,001.00 to \$500,000.00	340.00		
\$500,001.00 AND OVER	340.00		
EACH \$500,000.00 OF VALUATION	20.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
PROCESSING FEES			
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	200.00		
CERTIFICATE OF COMPLETION	20.00		
CERTIFICATE OF OCCUPANCY	20.00		
CHANGE CONTRACTOR FEE	25.00		
CHANGE SUB-CONTRACTOR FEE	10.00		
CLOSEOUT FEES-RE:NEW/ADDN	250.00		
CLOSEOUT FEES-REACTV.MISC	40.00		
CLOSEOUT FEES-REACTV.POOL	120.00		
	Cost of original permit excluding impact fees already paid		
EXPIRED PERMIT RENEWAL	\$200.00 or 2X Permit Fee - whichever is greater		
FINES - WORK WITHOUT A PERMIT			
FLOOD DETERMINATION LETTER	50.00		
GENERAL INSPECTION FEE	40.00		
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00		
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	50.00		
PLACARD FEE	3.00		
PLACARD REPLACEMENT FEE	10.00		
ROW-RESIDENTIAL DRIVEWAY APRON FEE	125.00		
TECHNOLOGY FEE	10% of the value of all permits		
LAND DEVELOPMENT FEES			
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)			
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00		
COMP PLAN AMEND-LG SCALE	3,000.00		
COMP PLAN AMEND-SM SCALE	2,000.00		
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00		
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00		
PLAT - FINAL (BASE FEE)	500.00		
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00		
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 3 COMMERCIAL LOTS	500.00		
REZONING - NON-PUD/CODE AMENDMENT	1,200.00		
REZONING - PUD	2,000.00		
REZONING - PUD AMENDMENT	1,250.00		
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	100.00		
SITE PLAN REVIEW-LAND DEV	1,200.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST		
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00		
SPECIAL EXCEPTION-LAND DEV	500.00		
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00		
STREET NAME CHANGE	350.00		
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,000.00		
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00		
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost		
VARIANCE NON-RESIDENTIAL	500.00		
VARIANCE RESIDENTIAL	350.00		
WAVIERS AND APPEALS TO BOPA	300.00		
ALL OTHER	300.00		
ZONING VERIF LETTER/REBUILD (NON PUD)	50.00		
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH	125.00		
SITE PERMIT FEE			
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00		
ELECTRICAL PERMITS			
ELECTRICAL - COMMERCIAL	60.00		
ELECTRICAL - RESIDENTIAL	30.00		
ELEC - CIRCUIT UP TO 10	6.00		
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00		
ELEC - PRE POWER COMMERCIAL	100.00		
ELEC - POOL COMMERCIAL	200.00		
ELEC - PRE POWER - RESIDENTIAL	50.00		
ELEC - TEMP POWER POLE	50.00		
ELEC - PER AMP SINGLE PHASE	0.60		
ELEC - 3PH 241+ VOLT/PER AMP	1.50		
ELEC - 3PH TO 240 VOLT PER AMP	1.00		
ELEC - EACH ADDITIONAL CIRCUIT	3.00		
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00		
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00		
FIRE PLAN REVIEWS			
FIRE PLAN REV/<20K SQ FT	60.00		
FIRE REVIEW/20,001-30K SQ'	90.00		
FIRE REVW/30,001-40K SQ'	120.00		
FIRE REVW/40,001-50K SQ'	150.00		
FIRE REVW/50,001-60K SQ'	180.00		
FIRE REVW/60,001-70K SQ'	210.00		
FIRE REVW/70,001-80K SQ'	240.00		
FIRE REVW/80,001-90K SQ'	270.00		
FIRE PLAN REV/>90,001 SQ'	300.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
FIRE-HOOD SYS/SPR BTH-SUP	100.00		
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00		
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50		
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00		
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00		
	10.00 per each additional 1000 sq. ft. over 10,000		
FIRE SPRINKLER OVER 10,000 SQ FEET			
STANDPIPE SYSTEMS / EACH SYSTEM	50.00		
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00		
COMMERCIAL COOKING - EACH HOOD	75.00		
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00		
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00		
EMERGENCY GENERATOR	75.00		
FUEL TANK INSTALLATION (BELOW GROUND)	50.00		
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00		
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00		
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00		
SYSTEM TEST FEES			
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00		
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00		
COMMERCIAL COOKING (EACH SYSTEM)	60.00		
FIRE HYDRANT FLOW TEST	25.00		
FIRE PUMP TEST	25.00		
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00		
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00		
HYDROSTATIC TEST (UNDERGROUND)	75.00		
ANNUAL FIRE SAFETY INSPECTION FEES			
0 -3,000 SQ. FT. (INITIAL)	40.00		
3,001 - 5,000 SQ. FT. (INITIAL)	50.00		
5,001 - 10,000 SQ. FT. (INITIAL)	60.00		
10,001 - 15,000 SQ. FT. (INITIAL)	100.00		
15,001 - 20,000 SQ. FT. (INITIAL)	120.00		
20,001 - 30,000 SQ. FT. (INITIAL)	150.00		
EACH ADDITIONAL 10,000 SQ. FT.	8.00		
1ST REINSPECTION	40.00		
2ND REINSPECTION	50.00		
3RD AND SUBSEQUENT REINSPECTIONS	160.00		
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
FIRE INSPECTION FEES FOR BLDG PERMITS			
INITIAL INSPECTION FEE	-	40.00	40.00
RE-INSPECTION FEE-SECOND	-	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	-	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
PLUMBING PERMIT FEES			
PLUMB-MIN FEE-RESIDENTIAL	30.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
PLUMB-MIN FEE-ALL OTHER	60.00		
PLUMB - BACKFLOW DEVICE	5.00		
PLUMB - SEPTIC/DF UP TO 1000 G	6.00		
PLUMB - WATER SERVICE PIPING	10.00		
PLUMB - STORMWATER	250.00		
PLUMB - SOLAR WATER HEAT SYS	10.00		
PLUMB - POOL DRAIN & PIPE RESD	30.00		
PLUMB - POOL DRAIN & PIPE COMM	60.00		
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00		
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50		
PLUMB - SEWER PER HOUSE	10.00		
PLUMB - EACH FIXTURE	5.00		
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00		
PLUMB - METER RESET	10.00		
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00		
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00		
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00		
BUILDING PERMIT RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	40.00		
RE-INSPECTION FEE-SECOND	50.00		
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00		
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
PUBLIC WORKS RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	40.00		
RE-INSPECTION FEE-SECOND	50.00		
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00		
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
WASTEWATER TAP FEES			
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00		
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%		
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%		
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%		
WATER TAP FEES			
WATER TAP FEE - 3/4"	Cost + 5%		
WATER TAP FEE - 1"	Cost + 5%		
WATER TAP FEE - 1 1/2"	Cost + 5%		
WATER TAP FEE - 2"	Cost + 5%		
WATER TAP FEE - 3"	Cost + 5%		
WATER TAP FEE - 4"	Cost + 5%		
WATER METER SET FEES			
INSIDE CITY:			
WATER METER SET - 3/4"	500.00		
WATER METER SET - 1"	625.00		

Attachment: Amended FY2021-22 City-wide Fee Schedule (2022-R-40 : Resolution to Amend the Fiscal Year 2022 City Wide Fee Schedule)

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
WATER METER SET - 1 1/2"	1,050.00		
WATER METER SET - 2"	1,450.00		
WATER METER SET - 2" (HIGH FLOW)	2,160.00		
WATER METER SET - 3" (HIGH FLOW)	2,300.00		
WATER METER SET - 4" (HIGH FLOW)	3,600.00		
OUTSIDE CITY:			
WATER METER SET - 3/4"	625.00		
WATER METER SET - 1"	781.25		
WATER METER SET - 1 1/2"	1,312.50		
WATER METER SET - 2"	1,812.50		
WATER METER SET - 2" (HIGH FLOW)	2,700.00		
WATER METER SET - 3" (HIGH FLOW)	2,875.00		
WATER METER SET - 4" (HIGH FLOW)	4,500.00		
GAS PERMIT FEES			
GAS - PER OUTLET (1-4)	2.00		
GAS - PERMIT RESIDENTIAL	30.00		
GAS - PERMIT COMMERCIAL	60.00		
GAS - EA ADDTNL OUTLET, OVER 4	3.50		
MECHANICAL PERMIT FEES			
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00		
MECHANICAL-ALL OTHER	60.00		
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00		
DUCTWORK ONLY	Valuation		
MECH - 0 - 3 TONS	65.00		
MECH - 3+ - 10 TONS, INITIAL FEE	65.00		
MECH - 3+ - 10 TONS PER TON	11.00		
MECH - 10+ - 25 TONS, INITIAL FEE	142.00		
MECH - 10+ - 25 TONS PER TON	9.00		
MECH - 25+ - 50 TONS, INITIAL FEE	277.00		
MECH - 25+ - 50 TONS, PER TON	5.50		
MECH - 50+ TONS, INITIAL FEE	414.00		
MECH - 50+ TONS PER TON	4.50		
SIGN PERMIT FEES			
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE		
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00		
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25		
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00		
SIGN - ILLUMINATED-EACH SQ. FT.	0.25		
TEMPORARY SIGN-PER DAY	1.00		
MISC. BUILDING & ZONING FEES			
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00		
BUILDING PERMIT - RESIDENTIAL FENCE	50.00		
BUILDING PERMIT - RESIDENTIAL SHED	50.00		
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00		
BUSINESS USE OF FOOD TRUCK	25.00/Year		
COMMERCIAL STOCKING PERMIT	100.00		
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00		

Attachment: Amended FY2021-22 City-wide Fee Schedule (2022-R-40 : Resolution to Amend the Fiscal Year 2022 City Wide Fee Schedule)

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
FOOD TRUCK ANNUAL PERMIT	125.00/Year		
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00		
GARAGE SALE PERMIT	5.00		
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00		
LOW VOLTAGE SYSTEM LABEL	55.00		
METER RESET FEE	10.00		
MOBILE HOME PERMIT (Set-up)	250.00		
MOVING PERMIT (HOUSE MOVING)	200.00		
ROOF - NEW OR REPLACEMENT	50.00		
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00		
SIDEWALK PER LINEAR FT	13.00		
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A		
BASE FEE (PER EVENT)	200.00		
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event		
SPECIAL EVENT PERMIT - INDEPENDENT	N/A		
SMALL EVENT	50.00		
LARGE EVENT	150.00		
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event		
TENT PERMIT	50.00		
TREE REMOVAL PERMIT, FIRST TREE	30.00		
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00		
PASS-THROUGH FEES			
(ACTUAL CONSULTANT COSTS AS APPLICABLE)			
LEGAL NOTICES	Actual Cost		
ADVERTISING	Actual Cost		
LEGAL REVIEW AND OPINION	Actual Cost		
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL,			
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost		
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,			
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost		
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,			
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost		
CODE ENFORCEMENT			
MISC.			
SPECIAL MASTER	250.00		
SPECIAL MASTER (PER DAY)	500.00		
SPECIAL MASTER (ONE TIME FINE)	5,000.00		
CODE FINE (CLASS I)	50.00		
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00		
CODE FINE (CLASS II)	100.00		
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00		
CODE FINE (CLASS III)	250.00		
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
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CITY CLERK

MISCELLANEOUS CHARGES FOR COPIES			
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15		
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20		
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50		
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75		
LARGER SIZE COPIES	Actual Cost		
DUPLICATION			
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page		
DUPLICATE DVD	2.00		
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00		

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

UTILITIES

UTILITY DEPOSIT RATES

**RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS
VERIFIED BY APPROVED PROVIDER:**

GREEN

WATER	50.00		
SEWER	50.00		
SOLID WASTE	50.00		

YELLOW

WATER	75.00		
SEWER	75.00		
SOLID WASTE	75.00		

RED

WATER	100.00	100.00	-
SEWER	100.00	100.00	-
SOLID WASTE	100.00	100.00	-

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
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RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK, **OR IF THEY REFUSE CREDIT CHECK.**

DEPOSIT OF \$150 REQUIRED FOR PROPERTY MANAGEMENT COMPANIES OR LANDLORDS IN LIEU OF FULL DEPOSIT TO RECEIVE SERVICES WHILE PREPARING PROPERTY FOR NEW TENANTS.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE

WATER/SEWER UTILITY RATES

WATER

WATER FIXED MONTHLY CHARGES

INSIDE CITY:

WATER RESIDENTIAL 3/4" METER-MONTHLY	9.32
WATER RESIDENTIAL 1" METER-MONTHLY	9.32
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	31.05
WATER RESIDENTIAL 2" METER-MONTHLY	49.69
WATER RESIDENTIAL 3" METER-MONTHLY	135.10
WATER RESIDENTIAL 4" METER-MONTHLY	232.92
WATER RESIDENTIAL 6" METER-MONTHLY	496.90
WATER RESIDENTIAL 8" METER-MONTHLY	869.57
WATER RESIDENTIAL 10" METER-MONTHLY	1,304.37
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	8.81

WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	9.32
WATER NON-RESIDENTIAL 1" METER-MONTHLY	15.53
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	31.05
WATER NON-RESIDENTIAL 2" METER-MONTHLY	49.69
WATER NON-RESIDENTIAL 3" METER-MONTHLY	135.10
WATER NON-RESIDENTIAL 4" METER-MONTHLY	232.92
WATER NON-RESIDENTIAL 6" METER-MONTHLY	496.90
WATER NON-RESIDENTIAL 8" METER-MONTHLY	869.57
WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,304.37
WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	8.81

OUTSIDE CITY:

WATER RESIDENTIAL 3/4" METER-MONTHLY	11.65
WATER RESIDENTIAL 1" METER-MONTHLY	11.65
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	38.82
WATER RESIDENTIAL 2" METER-MONTHLY	62.11
WATER RESIDENTIAL 3" METER-MONTHLY	168.87
WATER RESIDENTIAL 4" METER-MONTHLY	291.15
WATER RESIDENTIAL 6" METER-MONTHLY	621.12
WATER RESIDENTIAL 8" METER-MONTHLY	1,086.97
WATER RESIDENTIAL 10" METER-MONTHLY	1,630.46
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.01

WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	11.65
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City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
WATER NON-RESIDENTIAL 1" METER-MONTHLY	19.41		
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	38.82		
WATER NON-RESIDENTIAL 2" METER-MONTHLY	62.11		
WATER NON-RESIDENTIAL 3" METER-MONTHLY	168.87		
WATER NON-RESIDENTIAL 4" METER-MONTHLY	291.15		
WATER NON-RESIDENTIAL 6" METER-MONTHLY	621.12		
WATER NON-RESIDENTIAL 8" METER-MONTHLY	1,086.97		
WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,630.46		
WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.01		
WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
WATER INSIDE CITY:			
WATER RESIDENTIAL 0 TO 2,000 GALLONS	4.43		
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	8.85		
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	10.18		
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	11.06		
WATER RESIDENTIAL OVER 15,000 GALLONS	11.95		
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	4.43		
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	8.85		
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	10.18		
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	11.06		
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	11.95		
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	8.85		
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	8.85		
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.18		
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	10.18		
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	10.18		
WATER MULTI UNIT NON-RESIDENTIAL 0 TO 2,000 GALLONS	4.43		
WATER MULTI UNIT NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	8.85		
WATER MULTI UNIT NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.18		
WATER MULTI UNIT NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	11.06		
WATER MULTI UNIT NON-RESIDENTIAL OVER 15,000 GALLONS	11.95		
WATER OUTSIDE CITY:			
WATER RESIDENTIAL 0 TO 2,000 GALLONS	5.54		
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	11.06		
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	12.73		
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	13.83		
WATER RESIDENTIAL OVER 15,000 GALLONS	14.94		
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	5.54		
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	11.06		
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	12.73		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	13.83		
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	14.94		
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	11.06		
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	11.06		
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	12.73		
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	12.73		
WATER NON-RESIDENTAL OVER 15,000 GALLONS	12.73		
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	5.54		
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	11.06		
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	12.73		
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	13.83		
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	14.94		
SEWER			
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY:			
SEWER RESIDENTAL 3/4" METER-MONTHLY	13.37		
SEWER RESIDENTAL 1" METER-MONTHLY	13.37		
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	44.55		
SEWER RESIDENTAL 2" METER-MONTHLY	71.29		
SEWER RESIDENTAL 3" METER-MONTHLY	193.81		
SEWER RESIDENTAL 4" METER-MONTHLY	334.15		
SEWER RESIDENTAL 6" METER-MONTHLY	712.87		
SEWER RESIDENTAL 8" METER-MONTHLY	1,247.52		
SEWER RESIDENTAL 10" METER-MONTHLY	1,871.28		
SEWER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	12.63		
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	13.37		
SEWER NON-RESIDENTAL 1" METER-MONTHLY	22.27		
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	44.55		
SEWER NON-RESIDENTAL 2" METER-MONTHLY	71.29		
SEWER NON-RESIDENTAL 3" METER-MONTHLY	193.81		
SEWER NON-RESIDENTAL 4" METER-MONTHLY	334.15		
SEWER NON-RESIDENTAL 6" METER-MONTHLY	712.87		
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,247.52		
SEWER NON-RESIDENTAL 10" METER-MONTHLY	1,871.28		
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT- MONTHLY)	12.63		
SEWER OUTSIDE CITY:			
SEWER RESIDENTAL 3/4" METER-MONTHLY	16.71		
SEWER RESIDENTAL 1" METER-MONTHLY	16.71		
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	55.69		
SEWER RESIDENTAL 2" METER-MONTHLY	89.11		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
SEWER RESIDENTAL 3" METER-MONTHLY	242.26		
SEWER RESIDENTAL 4" METER-MONTHLY	417.69		
SEWER RESIDENTAL 6" METER-MONTHLY	891.09		
SEWER RESIDENTAL 8" METER-MONTHLY	1,559.40		
SEWER RESIDENTAL 10" METER-MONTHLY	2,339.11		
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	15.79		
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	16.71		
SEWER NON-RESIDENTAL 1" METER-MONTHLY	27.84		
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	55.69		
SEWER NON-RESIDENTAL 2" METER-MONTHLY	89.11		
SEWER NON-RESIDENTAL 3" METER-MONTHLY	242.26		
SEWER NON-RESIDENTAL 4" METER-MONTHLY	417.69		
SEWER NON-RESIDENTAL 6" METER-MONTHLY	891.09		
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,559.40		
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,339.11		
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	15.79		
SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
SEWER INSIDE CITY:			
SEWER RESIDENTAL 0 TO 2,000 GALLONS	3.44		
SEWER RESIDENTAL OVER 2,000	10.41		
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.44		
SEWER RESIDENTAL MULTI UNIT OVER 2,000	10.41		
	-		
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	10.41		
SEWER NON-RESIDENTAL OVER 2,000	10.41		
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.44		
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	10.41		
	-		
SEWER RESIDENTAL 0 TO 2,000 GALLONS	4.30		
SEWER RESIDENTAL OVER 2,000	13.01		
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.30		
SEWER RESIDENTAL MULTI UNIT OVER 2,000	13.01		
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	13.01		
SEWER NON-RESIDENTAL OVER 2,000	13.01		
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.30		
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.01		
FIRE LINE SPRINKLERS			
1" FIRE LINE SPRINKLER - INSIDE CITY	2.31		
2" FIRE LINE SPRINKLER - INSIDE CITY	4.58		
4" FIRE LINE SPRINKLER - INSIDE CITY	9.16		
6" FIRE LINE SPRINKLER - INSIDE CITY	18.30		
8" FIRE LINE SPRINKLER - INSIDE CITY	36.64		
10" FIRE LINE SPRINKLER - INSIDE CITY	73.24		
12" FIRE LINE SPRINKLER - INSIDE CITY	146.47		
1" FIRE LINE SPRINKLER - OUTSIDE CITY	2.87		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
2" FIRE LINE SPRINKLER - OUTSIDE CITY	5.73		
4" FIRE LINE SPRINKLER - OUTSIDE CITY	11.48		
6" FIRE LINE SPRINKLER - OUTSIDE CITY	22.89		
8" FIRE LINE SPRINKLER - OUTSIDE CITY	45.78		
RENEWAL/REPLACEMENT			
RENEW/REPLACE SEWER - INSIDE CITY	3.00		
RENEW/REPLACE WATER - INSIDE CITY	3.00		
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75		
RENEW/REPLACE WATER - OUTSIDE CITY	3.75		
MISC./REPLACEMENT FEES			
ACCOUNT FEES:			
ADMINISTRATIVE FEES	25.00		
COLLECTIONS ADMINISTRATIVE FEE	35.00		
DELINQUENT ACCOUNT FEE	30.00		
<u>LATE PAYMENT PENALTY</u>			
<u>(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL</u>	15%		
<u>& REPLACEMENT CHARGES AND UTILITY TAXES)</u>			
COLLECTION AGENCY PERCENTAGE	35%		
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00		
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00		
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00		
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.		
SUSPENDED ACCOUNT FEE	15.00		
SUSPENDED ACCOUNT FEE - REACTIVATION	15.00		
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00		
OTHER MISC/REPLACEMENT FEES:			
POOL FILL READING	10.00		
TEMPORARY TURN-ON	25.00		
BRASS BODY WATER METER	Actual Cost+Labor		
BROKEN HARD LOCK	35.00		
BROKEN SOFT LOCK	30.00		
BROKEN MASTER LOCK	45.00		
METER BENCH TEST	75.00		
BROKEN VALVE	Actual Cost+Labor		
METER COUPLING 3/4"	Actual Cost+Labor		
BALL VALVE 1"	Actual Cost+Labor		
BALL VALVE 3/4"	Actual Cost+Labor		
LABOR CHARGE PER HOUR	N/A		
METER BOX	Actual Cost+Labor		
ADDITIONAL METER CHECK AT LOCATION	20.00		
OVERTIME CHARGE	52.00		
PULLED/SET METER	Labor Cost/1 Hr. Min.		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
RADIO READ HEAD	Actual Cost+Labor		
METER COUPLING 1"	Actual Cost+Labor		
METER RISER 7"	Actual Cost+Labor		
METER RISER 9"	Actual Cost+Labor		
REUSE WATER	Cost as per contract - all locations		
BOOT DAMAGED, STOLEN	26.00		
HYDRANT RENTAL -			
METER DEPOSIT	1,700.00		
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
WTR 0-2,000 GALLONS	8.85		
WTR 2,001-5,000 GALLONS	8.85		
WTR 5,001-10,000 GALLONS	10.18		
WTR 10,001-15,000 GALLONS	10.18		
WTR > 15,000 GALLONS	10.18		
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY		
SOLID WASTE COLLECTION			
RESIDENTIAL			
RESIDENTIAL Toter	23.01		
EXTRA RESIDENTIAL Toter	8.90		
EXTRA RESIDENTIAL Toter DEPOSIT	30.00		
BULK RATE PER CUBIC YARD	8.30		
COMMERCIAL			
COMMERCIAL CONTAINERS - MONTHLY FEES:			
2 YARD			
PU/WK - 1	79.92		
PU/WK - 2	159.84		
PU/WK - 3	239.76		
PU/WK - 4	319.68		
PU/WK - 5	399.60		
PU/WK - 6	479.52		
XPU	19.98		
4 YARD			
PU/WK - 1	159.84		
PU/WK - 2	319.68		
PU/WK - 3	479.52		
PU/WK - 4	639.36		
PU/WK - 5	799.20		
PU/WK - 6	959.04		
XPU	39.96		
6 YARD			

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
	PU/WK - 1	239.76	
	PU/WK - 2	479.52	
	PU/WK - 3	719.28	
	PU/WK - 4	959.04	
	PU/WK - 5	1,198.80	
	PU/WK - 6	1,438.56	
	XPU	59.94	
8 YARD			
	PU/WK - 1	319.68	
	PU/WK - 2	639.36	
	PU/WK - 3	959.04	
	PU/WK - 4	1,278.72	
	PU/WK - 5	1,598.40	
	PU/WK - 6	1,918.08	
	XPU	79.92	
T96 CARTS			
	PU/WK - 2	34.39	
COMMERCIAL CONTAINERS - DEPOSITS:			
2 YARD			
	PU/WK - 1	159.84	
	PU/WK - 2	319.68	
	PU/WK - 3	479.52	
	PU/WK - 4	639.36	
	PU/WK - 5	799.20	
	PU/WK - 6	959.04	
4 YARD			
	PU/WK - 1	319.68	
	PU/WK - 2	639.36	
	PU/WK - 3	959.04	
	PU/WK - 4	1,278.72	
	PU/WK - 5	1,598.40	
	PU/WK - 6	1,918.08	
6 YARD			
	PU/WK - 1	479.52	
	PU/WK - 2	959.04	
	PU/WK - 3	1,438.56	
	PU/WK - 4	1,918.08	
	PU/WK - 5	2,397.60	
	PU/WK - 6	2,877.12	
8 YARD			
	PU/WK - 1	639.36	
	PU/WK - 2	1,278.72	
	PU/WK - 3	1,918.08	
	PU/WK - 4	2,557.44	
	PU/WK - 5	3,196.80	
	PU/WK - 6	3,836.16	
T96 CARTS			
	PU/WK - 2	75.00	

Attachment: Amended FY2021-22 City-wide Fee Schedule (2022-R-40 : Resolution to Amend the Fiscal Year 2022 City Wide Fee Schedule)

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
ROLL-OFF RESIDENTIAL (PER PULL)			
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
ROLL-OFF COMMERCIAL (PER PULL) 2 PULL MINIMUM PER MONTH			
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19		
DISPOSAL COST	Actual		
DISPOSAL COST - GREEN	Actual		
DISPOSAL COST - C&D	Actual		
DISPOSAL COST - MIXED DEBRIS	Actual		
ROLL-OFF RESIDENTIAL/COMMERCIAL - DEPOSIT			
20 YARD	516.38		
30 YARD	516.38		
40 YARD	516.38		
MISC COMMERCIAL CONTAINER CHARGES			
CASTER/WHEELS	10.00		
LOCKING LID	15.05		
20YD TRASH COMPACTOR	516.38		
30YD TRASH COMPACTOR	516.38		
40YD TRASH COMPACTOR	516.38		
RESET DUMPSTER	68.49		
STORMWATER			
STORMWATER UTILITY FEE			
CHARGES PER EQUIVALENT RESIDENTIAL UNIT (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH, (\$96.00 ANNUALLY).			
POLICE FEES			
MISC.			
REPORTS	1.00		
FINGERPRINTS	5.00		
DVD	1.00		
BODY WORN CAMERA VIDEO	\$0.90 PER MINUTE		
VEHICLE EQUIPMENT CHECK	4.00		
GOLF CART REGISTRATION	25.00		
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00		
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00		
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00		
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00		
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00		

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
ANIMAL CONTROL			
EUTHANASIA REQUEST BY OWNER	100.00		
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00		
DEAD ANIMAL REMOVAL - PRIVATE PROPERTY	30.00		
NEUTERED MALE DOG - EACH	5.00		
NEUTERED MALE CAT - EACH	5.00		
SPAYED FEMALE DOG - EACH	5.00		
SPAYED FEMALE CAT - EACH	5.00		
UNALTERED PERMIT - EACH	25.00		
FIRE PROTECTION FEES			
FALSE ALARMS			
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	100.00		
LIFT ASSIST FEE	300.00		
GENERAL GOVERNMENT			
LIEN SEARCH	25.00		
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%		
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate		
MATERIAL - PURCHASED BY CITY	Schedule		
	Actual Cost		
PARKS & RECREATION			
FACILITY/FIELD RENTALS			
SICA HALL			
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	90.00		
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	45.00		
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	160.00		
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	80.00		
SICA HALL - 3 ROOMS (BASE RATE INCLUDES 2 HOURS)	200.00		
SICA HALL - 3 ROOMS (PER EACH ADDITIONAL HOUR)	100.00		
SICA HALL - ALCOHOL FEE	100.00		
SICA HALL DEPOSIT (REFUNDABLE)	100.00		
SET-UP/BREAKDOWN (PER USE)	30.00		
CLEAN UP (NO REFUND OF DEPOSIT)			
CLUBHOUSE			
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	50.00		
CLUB HOUSE (EACH ADDITIONAL HOUR)	25.00		
CLUB HOUSE DEPOSIT	50.00		
CLEAN UP (NO REFUND OF DEPOSIT)			
CENTENNIAL PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00		
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00		
LARGE PAVILION DEPOSIT	25.00		
HOLLYLAND PARK – BALL FIELDS			
FIELD PERMIT:			
DEPOSIT	50.00		
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00		
WITH LIGHTS (MINIMUM 2 HOURS)	15.00		
MARKED FIELD (PER STAFF HOUR)	25.00		

Attachment: Amended FY2021-22 City-wide Fee Schedule (2022-R-40 : Resolution to Amend the Fiscal Year 2022 City Wide Fee Schedule)

City Wide Fee Schedule - Effective June 15, 2022

FEE TYPE	FY2021-22 CURRENT	Addition of Fire Inspection Fees	CHANGE
FIELD DRAGGED (PER STAFF HOUR)	25.00		
SUNRISE PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00		
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00		
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00		
SMALL PAVILION (EACH ADDITIONAL HOUR)	10.00		
GAZEBO (BASE RATE INCLUDES 3 HOURS)	30.00		
GAZEBO (EACH ADDITIONAL HOUR)	10.00		
ROSS POINT PARK			
BASE RATE INCLUDES 3 HOURS	180.00		
EACH ADDITIONAL HOUR	60.00		
DEPOSIT (REFUNDABLE)	100.00		
RIVERSIDE PARK			
BASE RATE INCLUDES 3 HOURS	180.00		
EACH ADDITIONAL HOUR	60.00		
DEPOSIT (REFUNDABLE)	100.00		



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

**City Commission
Resolution**

6.4

MEETING DATE: June 14, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Non-Competitive Procurement of the Veterans Memorial Monument from Coldspring USA for the City Hall Veterans Memorial Site; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-41
APPLICANT:
PLANNER:

DISCUSSION:

In January 2020 the City Manager approached the Commission to construct a Veterans Memorial site on the front lawn of City Hall. The site was to include a new flagpole, pavers and a monument recognizing the six branches of services and the list of names of Holly Hill residents who have made the ultimate sacrifice. After several workshops, the City Commission agreed on a design, which would best fit the unique architecture of City Hall, see EXHIBIT B.

The City Manager researched several monument companies to design and build the chosen artwork. Coldspring, headquartered in Minnesota is able to deliver the monument with the chosen specifications for \$89,220. The price includes foundation, installation and resetting pavers around the memorial, see EXHIBIT A.

This purchase is being procured using the Non-Competitive Negotiation due to the artwork copyrights and being an exceptional purchase.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other

formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts:
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials:
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;

- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;
- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

FISCAL ANALYSIS:

The Veterans Memorial project #20-BG-09 was budgeted \$75,000 of which \$51,620 remains after the purchase of the flag pole and pavers. The monument proposed price is \$89,220. The

deficit of \$37,600 will be transferred from the \$93,328 contingency reserves in the Capital Projects fund.

STAFF RECOMMENDATION:

Approve the Non-competitive negotiation purchase of the Veterans Memorial Monument from Coldspring USA.

COMMISSION GOAL:

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

MOTION

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NON-COMPETITIVE NEGOTIATION PURCHASE OF VETERANS MEMORIAL MONUMENT FROM COLDSRING USA.

ATTACHMENTS:

- EXHIBIT A - Coldspring Price Proposal - Veterans Memorial 053122 (PDF)
- EXHIBIT B Veterans Monument Design D1024289 - Holly Hill, FL (PDF)

Resolution No. 2022-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NON-COMPETITIVE PROCUREMENT OF THE VETERANS MEMORIAL MONUMENT FROM COLDSPRING USA FOR THE CITY HALL VETERANS MEMORIAL SITE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NON-COMPETITIVE NEGOTIATION PURCHASE OF VETERANS MEMORIAL MONUMENT FROM COLDSPRING USA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Commission has agreed to purchase the Veterans Memorial monument; and

WHEREAS, the City has secured a pricing agreement permitted under the City's purchasing guidelines with Coldspring for the specified design; and

WHEREAS, by Section 2.31 of the City of Holly Hill Purchasing Policy, "Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited copyrights and exceptional purchases." In addition, the City Commission must approve the award of a contract if the dollar amount exceeds \$25,000; and

WHEREAS, the price agreement for the purchase of the Veterans Memorial site has been budgeted.

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

SECTION 1. That Coldspring is hereby determined to design the monument for the exceptional purchase for the City of Holly Hill Veterans Memorial site and the City Manager is authorized to issue purchase order to Coldspring to procure and install per the price proposal in an annual amount not to exceed \$89,220.00.

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.



Name: City of Holly Hill

Address: Holly Hill, FL

Attn: Joseph Forte, City Manager

Date: 5/31/2022

Phone: 386-248-9425

Fax: 386-248-9448

Email: jforte@hollyhillfl.org

No of Pages: 1

Ref: 1024289

Project Name: Veterans Memorial

Project Location: Holly Hill, FL

PRELIMINARY BUDGET PRICING

VETERANS MEMORIAL per Coldspring design D1024289

Granite Color/Finish: Mesabi Black (narrow range) / Polish with Rub and Sand Accent

*Includes carving/lettering on front and back per the design.

*Excludes flagpole, pavers and benches.

*Includes foundation, installation, and resetting pavers around the memorial.

*Includes freight to Holly Hill, FL.

*Includes soil tests.

*Excludes permits, engineering, and disposal of pavers and excavated soils.

DELIVERED PRICE... \$89,220. USD

*Price is valid for thirty days. Excludes any applicable sales tax.

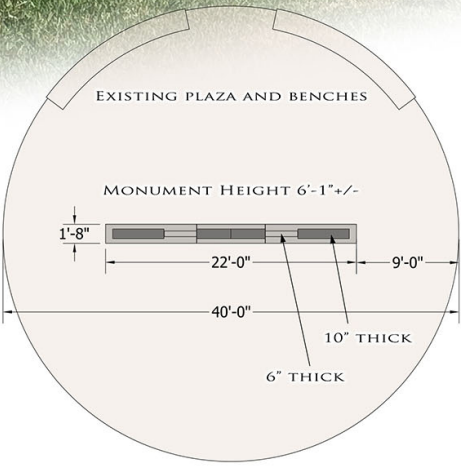
Thank you for this opportunity to quote this project. Feel free to contact us with any questions (rmurray@coldspringusa.com).

Submitted By: Ralph Murray Jr (14020)

Attachment: EXHIBIT A - Coldspring Price Proposal - Veterans Memorial 053122 (2022-R-41 : Approval of Non-Competitive Negotiation for



REAR ELEVATION



DESIGNED BY: BECKY HOWE DATE: 5/19/22

This design is intended for conceptual purposes only. Renderings may not accurately represent stone shade, natural variegation, or final carving and lettering. All carving and lettering will be finalized per contract prior to fabrication.

PROJECT: VETERANS MEMORIAL
LOCATION: CITY OF HOLLY HILL
HOLLY HILL, FLORIDA
SIGN: D1024289 SCALE: NTS

This design is property of Coldspring and protected by applicable copyright laws. Unauthorized use or duplication is prohibited. This design is for concept only.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

6.5

City Commission
Resolution

MEETING DATE: June 14, 2022
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Member; and Providing for an Effective Date.
NUMBER: 2022-R-42
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

Michael V. Moon has submitted his board application for your consideration.

All of the current board members terms will expire December 31, 2022. The term for said member is set for the remaining term of Damon Sansom who resigned from the board in April 2022.

The newly appointed board member's term will expire on December 31, 2022.

FISCAL

ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed name into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING THE FOLLOWING MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES.

ATTACHMENTS:

- Firefighters Pension Board Appointment - Michael V. Moon (PDF)

Resolution No. 2022-42**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

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

<>

Commission Representative

SECTION 2. That the term for said member is set for the remaining term of Damon Sansom who resigned from the board in April 2022. The newly appointed board member's term will expire on December 31, 2022.

SECTION 3. That this Resolution shall take effect immediately upon its

adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- Board of Planning & Appeals
- Police Pension Fund Board of Trustees



Firefighters Pension Fund Board of Trustees

Name of Applicant: Michael V Moon

Home Address: 1615 Tuscaloosa Ave Holly Hill FL 32117

Phone: 7062555874

E-Mail Address: mikeboatingatlanta@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill? _____

Business/Employer Name and Address: Retired Fire Fighter

Business Phone: _____

Job Position / Occupation: Retired

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: fire Science associates degree

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- Banking / Finance

- Business Development
- x Building / Construction
- Promotion Marketing
- x Real Estate / Development
- Manufacturing / Industrial
- Industrial Training
- x Landscaping
- Law / Contract Administration
- Operations of City Government
- Engineering
- Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

_____23 year vFire
Fighter_____

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____ Give back to my
community_____

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☒ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☒ No If so, which board?

How many years have you served on that board? _____0_____

If this is a request for reappointment, how long have you served on this board? _____0_____

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

*Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are **NOT** appropriate for business casual attire*

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will

become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 23 May 2022

Signature: Michael V Moon

REVISED – October 2020

HOLLY HILL RECEIVED

MAY 23 2022

CITY CLERK DEPT.

Valerie Manning
9:55 AM



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

**City Commission
Agenda Item**

6.6

MEETING DATE: June 14, 2022
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 733 Acirema Drive
NUMBER: (ID # 3775)
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 733 Acirema Drive, Holly Hill, FL 32117. (The property is currently owned by Asilia Holdings, LLC as Trustee only).

An order of non-compliance was signed by the Special Master on November 24, 2020. The Order determined a Finding of Fact and Conclusion of Law that the property was still in violation of IPMC 302.4 Weeds, 304.1 exterior structure in disrepair, 304.12 windows and doors in disrepair, section 26-61(13) of the City of Holly Hill code sanitary nuisance. The property remained non-compliant until May 18, 2022.

The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien is \$101,200.00 plus administrative costs.

The property is now in compliance and therefore qualifies for a lien reduction.

I negotiated with the buyer of the property representing the owner for an agreed upon settlement of **\$5,775.19**

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$19.95
Code Enforcement	$\$15.30 + 35\% \times 8$	= \$165.24
Administrator fees		= \$100.00
Total Admin Cost		= \$285.19

Other fees.

Original Special Master Fines	\$250.00 X1	= \$250.00
Filing Fee		=\$10.00
Release of lien fee		=\$10.00
Grass cutting		=\$ 160.0
Other fees total		=\$430.00
TOTAL fees		\$715.19

Plus 15% of original lien	\$5,060.00
Total lien payoff	\$5,775.19

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$5,775.19**.

STAFF RECOMMENDATION:

Reduce the lien from \$101,200.00 to the amount of **\$5,775.19**. The City shall not release the \$101,200.00 lien amount until payment has been received in the amount of **\$5,775.19** no later than July 15, 2022. If the payment is not received by 5:00 PM on July 15, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$5,775.19** payable no later than 5:00 PM on July 15, 2022. 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.

- 733 Acirema Dr (PDF)

MEMORANDUM

DATE: May 18, 2022

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 20-4112
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$101,450.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- | | |
|--|--|
| <p>(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(3) A request for a waiver of reduction in lien shall not be granted if the Board of City Commissioners has previously reduced the amount of the lien. This</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

Prepared 5/18/22,13:18:06
Program HTDFTAL
User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
Screen detail for Program: CE CEN200I, Fees
Case 20-00004112

Page

Property Information

Address: 733 ACIREMA DR
HOLLY HILL, FL 321173317
Location ID: 9432
PARCEL NUMBER: 5 2 37 08 01 0060
Short Parcel ID:
Zoning: R-2 R2 SFR - LOW-MED DENSITY
Subdivision:

Property Address Map

733 ACIREMA DR HOLLY HILL,FL 321173317 .00 .00 X 523708010060 9432

Case General Information

Case status: CL CLOSED
Status date: 5/18/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 9/26/2020
Origination: CC CITIZEN COMPLIANT
Default inspector: RSA RANDY AST
Credit balance: .00

Owner Information

Owner name: KEENE, GARY EST
Address: 733 ACIREMA DRIVE
City: HOLLY HILL, FL 321173317
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
EXTERIOR MAINTENANCE	CM		1	9/26/2020	4/14/2021
WINDOWS	CM		1	9/26/2020	4/14/2021
26-61 (3) SANITARY (VERMIN)	CM		1	9/26/2020	4/14/2021
SANITARY	CM		1	9/26/2020	4/14/2021

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
40	SPEC MAG ADM FEE	250.00	250.00	.00	12/28/2020		.00	250.00

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

Lien Reduction Request Information Sheet

Property Address: 733 Acirema Date Prepared: 5-18-2022Owner of Property: Asila Holdings LLCDate of Notice of Violation: 9-26-2020

Violations:

1. IPMC 304.1 Exterior Maint. Date of Compliance 5-18-2022 Exhibit A
2. IPMC 304.13 Windows Date of Compliance 5-18-2022 Exhibit A
3. 26-61 (3) Vermin Date of Compliance 5-18-2022 Exhibit A
4. IPMC 302.1 Sanitary Date of Compliance 5-18-2022 Exhibit A
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 11-19-2020 Daily Fines Start Date: 12-28-2020Daily Fines of \$ 200.00 for 506 days equals 101,200.00 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

160.00 Grass Cutting250.00 Special Master Administrative Fine(s)101,200.00 Daily Accumulated Fines10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

8 Code Enforcement Cost (Amount of Staff Hours: 6 + 1 For Joe + 1 For Brian)10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

Chad Allen David Keene
733 Acirema Drive
Holly Hill, FL 3232117

Parcel ID No: 523708010060

Quit Claim Deed

Made this April 13, 2022 A.D. by Chad Allen David Keene a single man, hereinafter called the grantor, to 733 Acirema Drive Land Trust, Asila Holdings, LLC as Trustee only, with full power and authority to protect, conserve, sell, lease, wncumber or otherwise manage and dispose of the property under Florida Statutes section 689.071 and section 689.073, whose post office address is: 629 Cumberland Drive, Flagler Beach, Florida 32136, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal re-presentatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Volusia County, Florida, viz:

Lot 6 and the North 22 feet of Lot 7, Block 1, Richland Park, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 158, of the Public Records of Volusia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name Susan M Jones Printed Chad Allen David Keene Address: _____ (Seal)

Witness Name Susan M Jones Printed _____ Address: _____ (Seal)

Witness Name Susan M Jones Printed _____ Address: _____ (Seal)

Witness Name _____ Printed _____ Address: _____ (Seal)

Witness Name _____ Printed _____ Address: _____ (Seal)

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day, of April, 2022, by Chad Allen David Keene a single man, who is personally known to me or who has produced drivers license as identification.



Notary Public
Print Name: Susan M Jones
My Commission Expires: _____

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

RECEIVED

MAY 17 2022

CITY OF HOLLY HILL
 19-1592 (12-2033)
 CASE # 20-4112

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, and 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: Gary L. Keene (Deceased), Chad Keene (sole-heir)

Property Address: 733 Acirema Drive, Holly Hill, FL

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

Anytime cell 386-864-0157

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

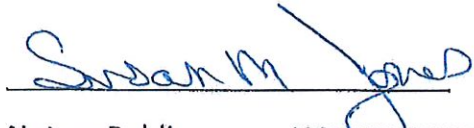
Are you claiming financial hardship? ☐ YES ☒ NO

Are you claiming medical hardship? ☐ YES ☒ NO

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

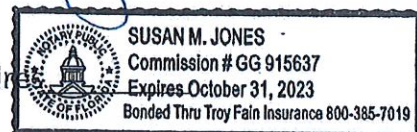
STATE OF FLCOUNTY OF: Flagler

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

Date: 5/16/22

Notary Public

My Commission Expires



RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

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
- (C) 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 Glenn Mee (Asila Holdings LLC), the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s)
523708010060

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 94,101.87 for Case No. 11-1582613-2037 20-412, 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.

Glenn Mee (Asila Holdings LLC)
Owner's Name

Owner's Name

Owner's Signature

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 16 day of May, 2022.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Glenn Mee, who is personally known to me or who has produced Glenn Mee 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 16 day of May, 2022.



Susan M Jones

Notary Public in and for the County and State
Aforementioned

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

Name: Glenn Mee (Asila Holdings LLC as Trustee)

Relationship: Contract Purchaser

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

See Attachment 1.

Date: 05/16/2022

Signed: Glenn Mee

Print Name: Glenn Mee

Attachment

The primary owner of record Gary Keene passed away in 2019. During that time his only heir Chad Keene was incarcerated. There was a period of time where the subject property was being vandalized and occupied by squatters. Upon Chad Keene's departure from prison he came back to the property overwhelmed and defeated. Chad posted on social media asking for help to settle his father's estate and give him the ability to sell the property. We responded to his request agreeing to purchase the property after we funded his father's probate giving him the ability to sell the property to us. We have since then brought the property to code in hopes that it will rectify the liens that the city of Holly Hill has issued on the property. Our plan is to improve the property to the point where it will be unrecognizable in comparison to the property's previous condition and sell the property to a buyer who will be a valued asset to the neighborhood. We currently cannot proceed with our renovation because of the looming city liens on the property. As a gesture of good faith and per our attorney's recommendation we are willing to donate \$1000.00 to the city of Holly Hill for the inconveniences brought onto the city of Holly Hill prior to Asila Holdings taking possession of the property.

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

Chad Allen David Keene
733 Acirema Drive
Holly Hill, FL 3232117

Parcel ID No: 523708010060

Quit Claim Deed

Made this April 13, 2022 A.D. by Chad Allen David Keene a single man, hereinafter called the grantor, to 733 Acirema Drive Land Trust, Asila Holdings, LLC as Trustee only, with full power and authority to protect, conserve, sell, lease, wncumber or otherwise manage and dispose of the property under Florida Statutes section 689.071 and section 689.073, whose post office address is: 629 Cumberland Drive, Flagler Beach, Florida 32136, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal re-presentatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Volusia County, Florida, viz:

Lot 6 and the North 22 feet of Lot 7, Block 1, Richland Park, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 158, of the Public Records of Volusia County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Susan M Jones
Witness
Name Susan M Jones

Chad Allen David Keene (Seal)
Printed Address:

Susan M Jones
Witness
Name Susan M Jones

Printed Address: (Seal)

Susan M Jones
Witness
Name Susan M Jones

Printed Address: (Seal)

Witness
Name

Printed Address: (Seal)

Witness
Name

Printed Address: (Seal)

State of Florida

County of Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day, of April, 2022, by Chad Allen David Keene a single man, who is personally known to me or who has produced drivers license as identification.



Susan M Jones
Notary Public
Print Name: Susan M Jones
My Commission Expires:

Quit Claim Deed

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Eleni Deligianis
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 5237-08-01-0060	

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) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

Respondent ordered to pay fines, fees and cost as follows:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on November 24th, 2020, which remains unpaid.

Fines of \$50.00 per day per violation, commencing on December 24th, 2020 for four cited violations that have not been corrected.

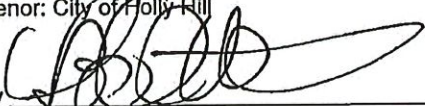
on the following described real property in Volusia County, Florida:

LOT 6 & LOT 7 EXC S 22 FT BLK 1 RICHLAND PARK HOLLY HILL PER OR 3788 PG 2701 PER OR 6305 PG 0867

733 Acirema Drive, Holly Hill FL 32117

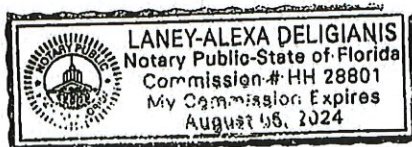
owned by Keene Gary L. EST. Fines, fees and cost of Two Hundred Dollars (\$200.00) per day; commencing on December 24th, 2020 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as of March 2nd, 2021.

Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 2nd day of March, 2021.




Notary Public

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)

CONCLUSIONS OF LAW

That Owner and Respondent of the property located at 733 Acirema Drive, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: IPMC 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited; IPMC 304.1 – The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; IPMC 304.13 – Window Skylight and door frames. Every window skylight, door and frame shall be kept in sound condition, good repair and weather tight; Section 26-61(3) - Any condition which provides harborage for rats, mice, snakes and other vermin; and IPMC 302.1 – Sanitation. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

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 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

This property is currently in violation of IPMC 302.4 – Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. The City of Holly Hill is granted permission to enter the property and cut the grass at the Owner's expense. All fees incurred for the cost of maintaining the grass and weeds shall be billed to the Owner of the property.

If the violation of IPMC 304.1 – The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, is not brought into compliance within thirty (30) days from the date of this order, there shall be an additional fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 304.13 – Window Skylight and door frames. Every window skylight, door and frame shall be kept in sound condition, good repair and weather tight, is not brought into compliance within thirty (30) days from the date of this order, there shall be an additional fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 26-61(3) - Any condition which provides harborage for rats, mice, snakes and other vermin, is not brought into compliance within thirty (30) days

from the date of this order, there shall be an additional fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 302.1 – Sanitation. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition, is not brought into compliance within thirty (30) days from the date of this order, there shall be an additional fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 24th day of November 2020, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: [Signature]
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25th day of November, 2020 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Gary L Keene Estate
733 Acirema Drive
Holly Hill, FL 32117

[Signature]
Code Enforcement Official

Attachment: 733 Acirema Dr (3775 : Request for Lien Reduction - 733 Acirema Drive)



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:	3265572
Parcel ID:	523708010060
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	08 - 01 - 0060
Business Name:	
Owner(s):	KEENE CHAD ALLEN DAVID - FS - Fee Simple - 100
Mailing Address On File:	733 ACIREMA DR HOLLY HILL FL 32117
Physical Address:	733 ACIREMA DR, HOLLY HILL 32117
Building Count:	1
Neighborhood:	2112 - HOME ACRES UT 1 (5237-06)
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 6 & LOT 7 EXC S 22 FT BLK 1 RICHLAND PARK HOLLY HILL PER OR 3788 PG 2701 PER OR 6305 PG 0867 PER OR 8223 PG 1981

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$62,316	\$55,724	\$51,591
Land Value:	\$19,602	\$11,761	\$9,474
Just/Market Value:	\$81,918	\$67,485	\$61,065

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 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 2021 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.

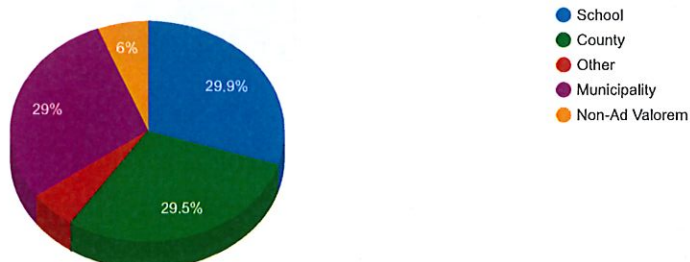
Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$81,918	\$81,918	\$0	\$81,918	1.5000	\$122.88
0012 DISCRETIONARY	\$81,918	\$81,918	\$0	\$81,918	0.7480	\$61.27
0011 REQ LOCAL EFFORT	\$81,918	\$81,918	\$0	\$81,918	3.5540	\$291.14
0050 GENERAL FUND	\$81,918	\$73,889	\$8,029	\$73,889	5.3812	\$397.61
0055 LIBRARY	\$81,918	\$73,889	\$8,029	\$73,889	0.5174	\$38.23
0520 MOSQUITO CONTROL	\$81,918	\$73,889	\$8,029	\$73,889	0.1781	\$13.16
0530 PONCE INLET PORT AUTHORITY	\$81,918	\$73,889	\$8,029	\$73,889	0.0845	\$6.24
0058 VOLUSIA ECHO	\$81,918	\$73,889	\$8,029	\$73,889	0.2000	\$14.78
0057 VOLUSIA FOREVER	\$81,918	\$73,889	\$8,029	\$73,889	0.2000	\$14.78
0059 VOLUSIA FOREVER I&S 2005	\$81,918	\$73,889	\$8,029	\$73,889	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$81,918	\$73,889	\$8,029	\$73,889	0.0320	\$2.36
0100 HALIFAX HOSPITAL AUTHORITY	\$81,918	\$73,889	\$8,029	\$73,889	0.9529	\$70.41
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$81,918	\$73,889	\$8,029	\$73,889	0.2189	\$16.17
0200 HOLLY HILL	\$81,918	\$73,889	\$8,029	\$73,889	6.2500	\$461.81
					19.8170	\$1,510.84

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00

Estimated Ad Valorem Tax:	\$1,510.84
Estimated Non-Ad Valorem Tax:	\$96.00
Estimated Taxes:	\$1,606.84
Estimated Tax Amount without SOH/10CAP ①	\$1,719.37

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Asstd	County Exemptions	County Taxable	HX Savings
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

6.7

MEETING DATE: June 14, 2022
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 645 Ridgewood Avenue
NUMBER: (ID # 3772)
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 645 Ridgewood Ave, Holly Hill, FL 32117. (The property is currently owned by 645 Ridgewood Retail, LLC (Daniel Moon)).

An order of non-compliance was signed by the Special Master on august 25, 2021. The Order determined a Finding of Fact that the property was still in violation of one code under Section 26-61 for the accumulation of trash and litter. The property remained non-compliant until April 23, 2022.

The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property of which there was one violation. As of the request for a lien reduction, the amount of the lien was \$10,550.00 plus administrative costs.

The property is in compliance for these violations and therefore qualifies for a lien reduction.

I am recommending a lien reduction to **\$1,769.53.**

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$19.95
Code Enforcement	$\$15.30 + 35\% \times 7$	= \$144.58
Administrator fees		= \$100.00
Total Admin Cost		= \$264.53

Other fees.

Original Special Master Fines	$\$250.00 \times 1$	= \$250.00
Filing fee		= \$10.00

Release of lien fee	= \$10.00
Other fees total	= \$450.00
TOTAL fees	\$714.53

Plus 10% of original lien	\$1,055.00
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Total lien payoff	<u>\$1,769.53</u>
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FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$1,769.53**.

STAFF RECOMMENDATION:

Reduce the lien from \$10,550.00 to the amount of **\$1,769.53**. The City shall not release the \$10,550.00 lien amount until payment has been received in the amount of **\$1,769.53** no later than July 15, 2022. Additionally, there is old debris on the property which must be removed by July 15, 2022. If the debris is not removed and the payment is not received by 5:00 PM on July 15, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$1,769.53** payable no later than 5:00 PM on July 15, 2022. 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.



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

**City Commission
Agenda Item**

6.8

MEETING DATE: June 14, 2022
FROM: Antoine Khoury
SUBJECT: Public Works Reorganization
NUMBER: (ID # 3774)
APPLICANT:
PLANNER:

DISCUSSION:

The purpose of this reorganization plan is to ensure continuity, succession planning for current/future employees and the belief that increased institutional knowledge is a tremendous advantage to the City of Holly Hill.

Public Works is requesting the following changes to be implemented in order to achieve the Goals that we were stated above.

1. Reclassify the Vacant Deputy Public Works Director to Administration Manager/Senior Project Manager for Public Works. The position will be required to achieve Project Manager Professional PMP certification to receive a 5% increase in salary.
2. Reclassify the existing Public Works Administration Manager to Facilities Supervisor/Senior Trade Worker.
3. Move Fleet Operations that is currently reporting to the Administration Manager to have that position along with the staff assistant reporting to the Public Works Director.
4. Attached is a reorganization plan.

FISCAL ANALYSIS:

Increase in wages to Steve Juengst in the amount of 5% upon the time that he receives the PMP certification.

STAFF RECOMMENDATION:

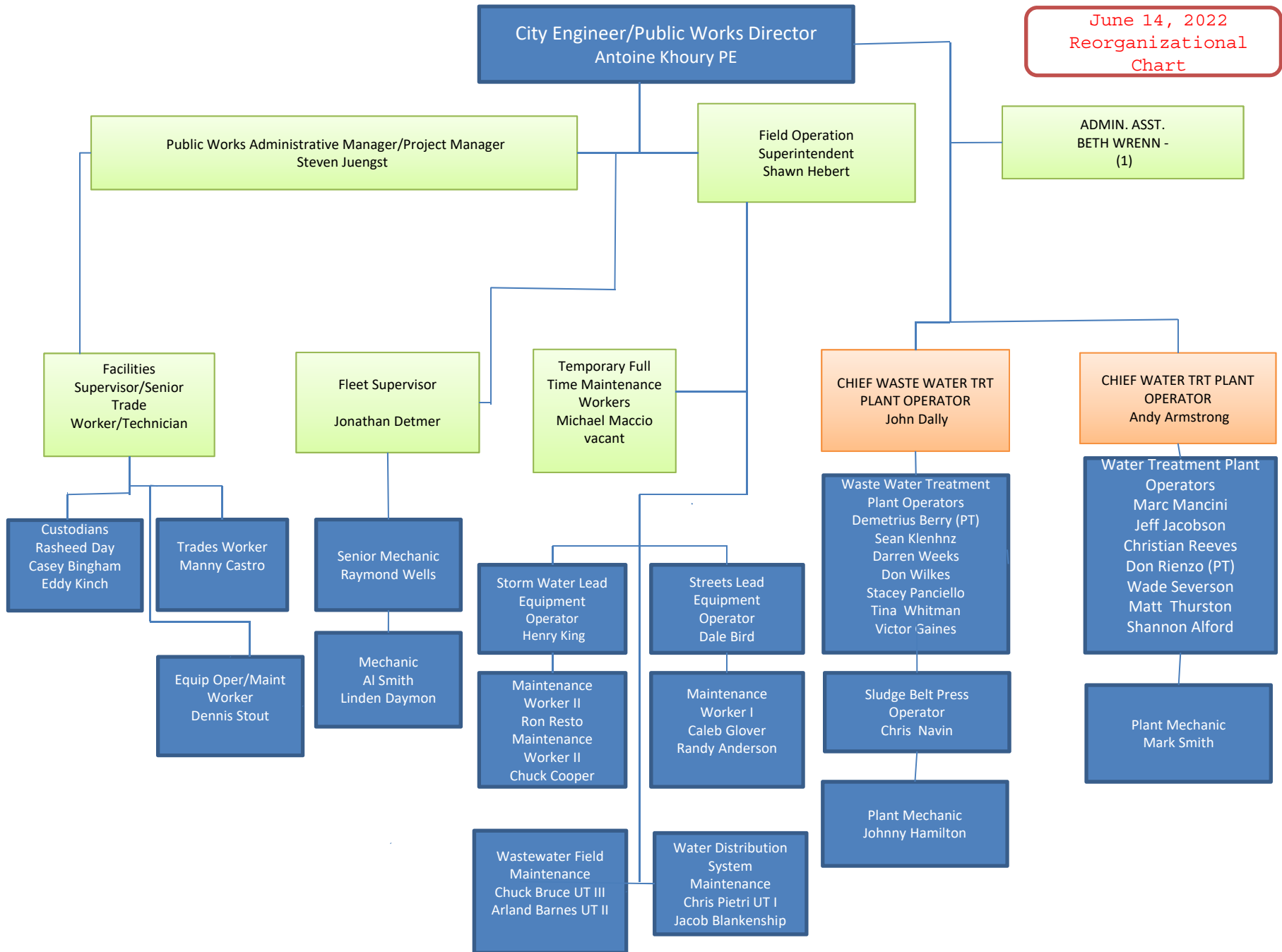
Motion to approve the reorganization plan, job descriptions and wages.

COMMISSION GOAL:

N/A

MOTION:**MOTION TO APPROVE THE REORGANIZATION PLAN, JOB DESCRIPTIONS AND WAGES.**

- Public Works Reorganizational Chart 2022 (PDF)
- Facilities Supervisor Senior Tradesworker Job Description (1) (1)(PDF)
- Public Works Administrative Manager - Project Manager 2022 (PDF)



CITY OF HOLLY HILL
JOB DESCRIPTION

6.8.b

JOB TITLE: FACILITIES SUPERVISOR/SENIOR TRADESWORKER

DEPARTMENT: PUBLIC WORKS

DIVISION: BUILDINGS & GROUNDS

GENERAL DESCRIPTION:

Responsible for overseeing the repair and maintenance of all facilities and grounds. Supports, leads and trains assigned Buildings and Grounds personnel including custodians, equipment operator/maintenance workers, and trades workers. Work includes administrative tasks such as special event coordination; supervising a divisional budget, contracts supervision and small project supervision. Skilled routine maintenance of City buildings, properties, other facilities and equipment including the maintenance, repair, alteration and construction of fixtures, equipment and facilities. Considerable tact and courtesy required as position requires frequent contact with contractors, other City staff, and the general public. Work is evaluated through quality of work, timeliness of assignment completion, performance of subordinates, and results obtained. This is an essential emergency operation position and subject to emergency hold over and/or call out.

ESSENTIAL JOB FUNCTIONS:

1. Maintains schedules of assigned personnel; approves leave and overtime requests; addresses disciplinary matters; prepares performance evaluations for assigned staff; responsible for coaching/ counseling/ training of assigned personnel; instructs personnel in equipment safety, operation, and maintenance.
2. Responsible for ensuring City-owned facilities and grounds are repaired, maintained, and cleaned in accordance with established standards. This includes but is not limited to custodial duties, grounds keeping, building maintenance such as air conditioning, roofing, painting, etc.; management and inventory of issued keys, re-keying locks, programming locks.
3. Manages buildings and grounds related maintenance contracts such as mowing, pest control, etc.; ensures maintenance responsibilities are met for other miscellaneous contracts/ leases i.e., recreation contracts, building leases, etc.
4. Assists in preparation and control of the division budget; research and solicit quotes for various Buildings and Grounds purchases as required.
5. Coordinates activities with other departments including set-up and clean-up of City facilities that have been reserved in support of City-wide activities or individual citizen rentals; participates on planning committees and assists with preparations for and ensuring staffing of City special events; may be required to attend special events and oversee activities.
6. Responds to inquiries from other city staff, county and state personnel, and concerned citizens; maintains records associated with complaints/problems and resolutions, work orders, etc.
7. Performs general building maintenance and repairs including carpentry, plumbing, electrical, roofing and HVAC.
8. Performs safety inspections and general repairs on parks, playground equipment and other

9. Performs other duties as may be assigned.
10. This position is designated as an essential position and is required to respond as needed during declared emergency or upon assignment to an emergency response team/crew.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of business English, spelling, punctuation in order to prepare documents, compose letters, etc.
- Knowledge of occupational hazards as well as safety precautions of the work place.
- Knowledge of Public Works operations.
- Ability to plan, inspect, evaluate, and supervise the work of others.
- Ability to train and instruct others.
- Ability to effectively communicate both verbally and in writing. Ability to prepare written reports and keep records.
- Ability to read and comprehend City policies, Union contracts, and Department procedures and practices. Ability to master the use of specific programs as required, i.e. Excel, Word, Access, and others.
- Interpersonal skills and ability to establish and maintain effective working relationships with employees, city officials, other city, county, and state personnel, contractors, and the public.
- Advanced computer skills.
- Performs general building maintenance and repairs including carpentry, plumbing, electrical, roofing and HVAC.
- Performs safety inspections and general repairs on parks, playground equipment and other facilities.

This job description is provided as an outline and resource in describing the duties and responsibilities of this position of Facilities Supervisor and is not intended to be an exhaustive list of the activities, duties or responsibilities that may be required of the position.

EDUCATION AND EXPERIENCE:

High school diploma or possession of an acceptable equivalency diploma required with a Bachelor's Degree in Business or similar with application of knowledge in a business/municipal setting preferred. Minimum of five (5) years of related experience including (2) years' of supervisory experience. Five (5) years' experience in construction/repair and trades maintenance.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

Valid Florida Driver's License.

Possession of a Class "B" Commercial Florida Driver's License or the ability to obtain one within 6 months of hire.

Possession or the ability to obtain FEMA ICS-100 and ICS-700 certifications within 6 months of hire.

ESSENTIAL PHYSICAL SKILLS

- Heavy (45 pounds and over) lifting and carrying
- Ability to communicate both orally and in writing.
- Acceptable eyesight (with or without correction)
- Walking
- Standing
- Kneeling
- Pushing
- Pulling
- Bending
- Stooping
- Driving

ENVIRONMENTAL CONDITIONS

- Works inside and outside in various weather conditions
- Works with hazardous power tools
- Uneven surfaces
- Electrical energy
- In or with moving objects
- Heights (to 30 feet)

(Reasonable accommodations will be made for otherwise qualified individuals with a disability)



TITLE: PUBLIC WORKS ADMINISTRATIVE MANAGER/PROJECT MANAGER

DEPARTMENT: PUBLIC WORKS

CLASSIFICATION: NON-UNION

PAY GRADE: E-1

FLSA: EXEMPT

GENERAL DESCRIPTION:

Under general direction, provides technical assistance to the Department Director and manages the administrative functions of the Public Works Department. Serves as the Project Manager for capital projects within the Public Works Department to include project initiation, project planning, project execution, project monitoring and project closing. Provides grant management on behalf of the Public Works Department. Performs other related duties as assigned. Work is performed under the direction of the Public Works Director. This position will supervise the Facilities Supervisor.

ESSENTIAL FUNCTIONS:

- Plan, prioritize, assign, supervise, and review administrative functions of the department of public works.
- Coordinate and prepare of Public Works budgets and submit budget recommendations; monitor expenditures; prepare cost estimates; submit justification for equipment; monitor budget expenditures.
- Assist in the preparation of various contracts, request for proposals, and reports.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.
- Provide grants management on behalf of the Public Works department to include the coordination and overseeing of grant applications, documenting payments and expenditures, preparing progress reports, ensuring compliance with grant regulations, management of timelines and deliverables and project closeout.
- Provide Project Management for Public Works capital projects from the initiation stage through project closeout.
- All employees will have a role in the City's disaster preparation and/or disaster recovery efforts, as may be designated in the City Comprehensive Emergency Management Plan.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required)

MINIMUM QUALIFICATIONS:

Ability to plan, supervise and monitor diverse capital improvement projects on behalf of the Public Works Department. Ability to oversee Public Works budgets to include the coordination of budget requests, monitoring of expenditures and the creation of budget amendment requests as needed. Ability to communicate effectively both orally and in writing; regularly operate a motor vehicle; lift objects weighing in excess of 44 pounds; possess hand and finger dexterity for operation of equipment.

Knowledge, Skills, and Abilities:

- Ability to read and interpret documents such as construction plans, safety rules, operation and maintenance instructions, procedure manuals, and related documentation.
- Ability to understand and follow verbal and written instructions.
- Ability to establish and maintain effective working relationships and communications with other employees, contractors, vendors, and the public.
- Ability to organize work, establish priorities, meet established deadlines, and follow up on assignments with a minimum of direction.

Education and Experience:

- Must possess and maintain a Florida Driver's License.
- Bachelor's Degree with five years of progressively responsible project management experience. Significant equivalent experience may be considered in lieu of degree.
- Possession of Project Management Professional (PMP) Certification
- Employee shall obtain certifications for the National Incident Management System ICS-100 Introduction to the Incident Command System and IS-700 National Incident Management System, An Introduction within six (6) months of employment. The following courses are designed to provide a baseline, as they introduce basic NIMS and ICS concepts and provide the foundation for higher-level Emergency Operations Center- (EOC), MACS-, and ICS-related training.
-

Essential Physical Skills

- Medium (up to 44 pounds) lifting and carrying
- Good vision (with or without correction)
- Walking
- Standing
- Driving

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: June 14, 2022
FROM: Brian Walker
SUBJECT: SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 78 – General Provisions, Section 78-14 – Definitions, to Add Definitions, and Amend Chapter 114 – Zoning, Article Iii – Supplementary District Regulations, Division 4 – Buildings and Structures, to Add a New Section Titled Shipping Containers, Renumber Existing Sections as Needed, and Add Definitions to Section 114-746 – Specific Terms Defined, of the Land Development Regulations; and Providing for Conflicts, Severability, Applicability, and an Effective Date.

NUMBER: 2022-O-3052
APPLICANT: Brian Walker
PLANNER:

CHANGES MADE SINCE FIRST READING. "ROOF FEATURE" AND "AESTHETICALLY PLEASING" LANGUAGE HAS BEEN REMOVED. THE PROHIBITION ON ELECTRICITY HAS ALSO BEEN REMOVED.

INTRODUCTION

Consider an Ordinance amending Chapter 78 - General Provisions, Section 78-14 - Definitions, to add definitions, and amend Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures, to add a new section titled Shipping Containers, and renumber existing sections as needed, and add definitions to section 114-746 - Specific terms defined, of the Land Development Regulations.

DISCUSSION

Currently, the City's Land Development Code does not specifically allow or disallow the use of shipping containers, in the style of those commonly seen on freight trains and ships and trucks transporting goods, for storage in any zoning district within the City.

However, the City has received several requests to place shipping containers on parcels in both the business and residential zoning districts for permanent storage use. And while there have been few complaints about such containers, the request to use them for permanent storage has been increasing.

It is staff's opinion that the use of shipping containers is a temporary one, in which they are delivered to a site, loaded with goods, and placed on a transport vehicle such as a ship, train or

truck, to be transported to another facility. They are not meant to be a permanent storage fixture on sites. Steel shipping containers are built well for their purpose, which is the temporary transport of goods on a ship, rail or truck, and because they are industrial in nature and designed for transport, they are not visually appealing when left on a site for permanent storage use. Such containers come in all shapes, sizes and conditions, and if left unregulated, staff feels they have the potential to severely detract from the visually appealing commercial and residential areas that the City is trying to realize.

Because the City's code does not provide any specific guidance on shipping containers, or even define what a shipping container is, staff has worked to develop an ordinance that defines the term, and addresses where they can and cannot be placed within the City.

In developing the ordinance, staff reached out to other jurisdictions within Volusia County to get an idea of how shipping containers are treated in those areas. In general, such containers are permitted as permanent structures only in industrial settings.

The proposed ordinance defines a "Shipping Container" aka "Intermodal Container" as a reusable container that is originally, specifically or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship for intermodal freight transport. Such a container is not a storage shed.

EXHIBIT A - provides an example of the type of shipping containers this ordinance addresses.

The proposed ordinance restricts the use of shipping containers for permanent storage use, to properties zoned CC-1 - Commercial Corridor District, I-1 - Wholesale-Light Industrial and I-2 - Heavy Industrial, zoning districts. "Permanent use" means more than 14 days within a calendar year, except that such containers may be placed on active construction sites for more than 14 days within a calendar year and not be considered permanent storage. The use of shipping containers for permanent storage use would be prohibited in all other straight zoning districts. They would also be prohibited on any properties within the CRA that touch Ridgewood Avenue and/or LPGA Avenue. The CC-1 - Commercial Corridor District, I-1 - Wholesale-Light Industrial, and I-2 - Heavy Industrial, zoning districts were selected as being the most appropriate zoning districts to permit shipping containers, because the purpose and intent of those districts is to provide for those storage and commercial uses which are considered intensive in relation to the other districts.

The proposed ordinance also requires that such containers be placed behind the front plane of a principal structure and shall not be located within the principal rear and side yard setbacks of the CC-1 (Commercial Corridor), I-1 (Wholesale-Light Industrial) and I-2 (Heavy Industrial) zoning districts, except that such containers that have a footprint of less than 250 square feet will be allowed to be placed within 8 feet of the rear property line.

If visible from any rights-of-way, shipping containers shall be completely screened with a decorative 8-foot block masonry stucco finished enclosure or wall with a rounded top or decorative cap finished with stucco and painted to match the colors of the principal structure. The masonry enclosure or wall shall meet or exceed the minimum requirements per the Florida

Building Code. In lieu of the aforementioned enclosure or wall, the container can be “skinned,” meaning to cover the outside of the container with wood, stucco, aluminum siding or similar material. Skinning does not mean painting. Shipping containers must also be mounted and anchored as required by the Florida Building Code.

To protect the life, health and safety of the public, the proposed shipping containers shall not be permitted as living quarters or office workspace. No plumbing or air conditioning shall be permitted inside of a shipping container to ensure the unit will not be occupied. The material to be stored in shipping containers is subject to review by the Chief Building Official, and or Fire Chief of Fire Marshal, to ensure the materials stored within them are not hazardous.

These regulations do not apply to City approved planned developments wherein such containers are used to construct unique offices, homes, restaurants, etc. that meet all requirements of the Florida Building Code, as well as all other applicable city, state and federal regulations. An example of such a development is attached titled, Container Development Examples.

Shipping containers that received a permit on any property prior to the adoption date of the Ordinance shall have the ability to remain on the property, but must conform to the screening or “skinning” requirements.

Shipping containers that do not have a permit, but that have been on a property continuously for at least one year prior to the adoption date of the ordinance, can remain on the property but must apply for and receive a permit, and conform to the screening or “skinning” requirements. The City shall have the right to require that such containers be moved to a less visible area and meet setback requirements. The presence of a container on the property for the year prior to the adoption date of the ordinance must be able to be verified.

All other non-permitted containers must be able to meet all requirements, including zoning, and receive a permit, or be removed from the property within 30 days of the adoption date of the ordinance.

STAFF

RECOMMENDATION

Staff recommends adoption of an Ordinance amending Chapter 78 - General Provisions, Section 78-14 - Definitions, to add definitions, and amend Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures, to add a new section titled Shipping Containers, and renumber existing sections as needed, and add definitions to section 114-746 - Specific terms defined, of the Land Development Regulations.

ATTACHMENTS:

- Exhibit A - Examples of Shipping Containers (PDF)
- Container Development Examples (PDF)

HISTORY:

05/24/22

City Commission

APPROVED AT 1ST READING

Next: 06/14/22

At the request to the City Clerk, this portion of the meeting in its entirety is available on CD or the audio of the meeting is available online.

Brian Walker, City Planner read through his staff report for the Mayor, Commissioners and the audience. The staff report can be found as part of the agenda packet. With the changes recommended by the Commission during their discussion, staff will bring back the revised Ordinance for second reading at the June 14th meeting.

Mayor Via opened public participation.

Robin Hanger, Holly Hill.

Mayor Via closed public participation.

Ordinance No. 2022-3052

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 78 – GENERAL PROVISIONS, SECTION 78-14 – DEFINITIONS, TO ADD DEFINITIONS, AND AMEND CHAPTER 114 – ZONING, ARTICLE III – SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4 – BUILDINGS AND STRUCTURES, TO ADD A NEW SECTION TITLED SHIPPING CONTAINERS, RENUMBER EXISTING SECTIONS AS NEEDED, AND ADD DEFINITIONS TO SECTION 114-746 – SPECIFIC TERMS DEFINED, OF THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 78 - GENERAL PROVISIONS, SECTION 78-14 - DEFINITIONS, TO ADD DEFINITIONS, AND AMEND CHAPTER 114 - ZONING, ARTICLE III - SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4 - BUILDINGS AND STRUCTURES, TO ADD A NEW SECTION TITLED SHIPPING CONTAINERS, RENUMBER EXISTING SECTIONS AS NEEDED, AND ADD DEFINITIONS TO SECTION 114-746 - SPECIFIC TERMS DEFINED, OF THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 163, *Florida Statutes*, include authority to enact regulations to protect the health, safety, and welfare, and in the interest of the citizens of the City; and

WHEREAS, the City desires continued improvement in the appearance and quality of its residential and commercial areas including the Community Redevelopment District; and

WHEREAS, the City has received request to place shipping containers on residential and commercial property; and

WHEREAS, the City of Holly Hill does not currently contain specific standards for shipping containers in its *Land Development Code*; and

WHEREAS, the City of Holly Hill desires to create specific standards for shipping containers in its *Land Development Code*; and

WHEREAS, the City of Holly Hill has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance including but not limited

to Section 166.041(3)(c)(2), *Florida Statutes*; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, and ~~striketrough~~ shall constitute deletions to the original text.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. ADOPTION. The City Commission of Holly Hill hereby amends Chapter 78 - General Provisions, Section 78-14 - Definitions, to add definitions, and amend Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures, to add a new section titled Shipping Containers, renumber existing sections as needed, and add definitions to section 114-746 - Specific terms defined, of the Land Development Regulations, as follows:

Chapter 78 - General Provisions, Section 78-14 - Definitions

“Shipping Container” aka “Intermodal Container” is defined as a reusable container that is originally, specifically or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship for intermodal freight transport. Such a container is not a shed.

Chapter 114 - Zoning, Article III - Supplementary District Regulations, Division 4 - Buildings and Structures

Sec. 114-742. - Principal buildings and accessory structures.

E. Shipping Containers aka Intermodal Container. Shipping containers placed on a parcel for more than 14 days within a calendar year, excluding containers temporarily placed on active construction sites for the duration of active construction only, shall be governed by the following regulations:

1. Shipping containers shall only be permitted within the CC-1 (Commercial Corridor), I-1 (Wholesale-Light Industrial) and I-2 (Heavy Industrial) zoning districts.
2. Shipping containers shall be prohibited on properties that abut Ridgewood or LPGA Avenue within the Community Redevelopment Area.
3. Shipping containers shall only be permitted in conjunction with a principal use, provided that they are recognized as clearly incidental and subordinate to the principal use.
4. Shipping containers shall be mounted and anchored per standards that meet or exceed the requirements per the Florida Building Code.
5. The shipping container shall count toward the maximum lot coverage percent.
6. If visible from any rights-of-way, shipping containers shall require complete screening

with a decorative 8-foot block masonry stucco finished enclosure or wall with a rounded top or decorative cap finished with stucco and painted to match the colors of the principal structure. The masonry enclosure or wall shall meet or exceed the minimum requirements per the Florida Building Code. In lieu of the aforementioned enclosure or wall, the container can be “skinned,” meaning to cover the outside of the container with material such as stucco, aluminum siding, or wood. Skinning does not mean painting.

7. Shipping containers shall be located behind the front plane of a principal structure and shall not be located within the principal rear and side yard setbacks of the CC-1 (Commercial Corridor), I-1 (Wholesale-Light Industrial) and I-2 (Heavy Industrial) zoning districts, except that such containers that have a footprint of less than 250 square feet will be allowed to be placed within 8 feet of the rear property line.

8. Shipping containers shall not be located within any easement.

9. Shipping containers shall be maintained in good condition at all times.

10. Shipping containers shall not be permitted for any advertising purpose and shall be kept clean of all alpha-numeric signage and writing except where markings, labels and placards may be required in accordance with the United States Department of Transportation Emergency Response Guide.

11. Shipping containers shall be used for storage purposes only and shall not be permitted or retrofitted as living quarters or office workspace.

12. No plumbing or air conditioning shall be permitted inside of a shipping container.

13. Materials stored within shipping containers are subject to review by the Chief Building Official, Fire Chief or Fire Marshal.

14. Shipping containers shall not be rented out or leased.

15. Shipping containers shall be stand-alone steel units without fabrication including but not limited to roofs, except as otherwise required, overhangs, porches, additional doors or windows and internal partitions.

16. In the instance where more than one shipping container may be permitted, they shall not be stacked.

17. Shipping containers shall not occupy required off-street parking spaces, vehicular accesses or drive aisles, pedestrian facilities or landscape areas for a site.

18. Use and placement of shipping containers for any reason shall require a permit.

19. Shipping containers placed within the floodplain must meet all floodplain ordinance and FEMA requirements, and may require an approved site plan prior to permitting.

20. These regulations shall not apply to container developments in City approved planned developments wherein such containers are used to construct unique offices, homes, restaurants, etc. that meet all requirements of the Florida Building Code, as well as all other applicable city, state and federal regulations.

Sec. 114-746. - Specific terms defined.

“Shipping Container” aka “Intermodal Container” is defined as a reusable container that is originally, specifically or formerly designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities and is also designed for or capable of being mounted or moved on a rail car, truck trailer, or loaded on a ship for intermodal freight transport. Such a container is not a shed.

SECTION 3. APPLICABILITY. This ordinance shall apply as follows:

Shipping containers that received a permit on any property prior to the adoption date of the Ordinance shall have the ability to remain on the property, but must conform to the screening or “skinning” requirements.

Shipping containers that do not have a permit, but that have been on a property continuously for at least one year prior to the adoption date of the ordinance, can remain on the property but must apply for and receive a permit, and conform to the screening or “skinning” requirements. The City shall have the right to require that such containers be moved to a less visible area and meet setback requirements. The presence of a container on the property for the year prior to the adoption date of the ordinance must be able to be verified.

All other non-permitted containers must be able to meet all requirements, including zoning, and receive a permit, or be removed from the property within 30 days of the adoption date of the ordinance.

SECTION 4. ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules.

SECTION 5. 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 Regulations 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 6. CONFLICTS. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. 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 of competent jurisdiction, 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 thereof.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2022 for

Ordinance 2022-3052

Meeting of June 14, 2022

second and final reading.

Examples of the type of shipping containers addressed by the Ordinance



CONTAINER DEVELOPMENT EXAMPLES

