

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JULY 26, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. RECESS THE CC MTG & CONVENE AS THE CRA**3. CRA AGENDA ITEM**

- 1. Resolution US-1 Median Landscaping (16CRA1) Design and Construction Phase Engineering - Resolution 2016-R-26
(Requested by Mark Juliano, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. PUBLIC COMMENTS****6. APPROVAL OF MINUTES**

- 1. Minutes - July 12, 2016 - Budget Workshop & Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Renewal of Continuing Services Agreement with TMH Consulting, Inc.
(Requested by Joseph Forte, City Manager)
- 2. Payroll & Holiday Calendar FY 2016-2017
(Requested by Valerie Manning, City Clerk)
- 3. Volusia County Fire Mutual Aid Agreement - Renewal
(Requested by Valerie Manning, City Clerk)
- 4. Riviera Estates Agreement / Development Order for Lots 0300, 0310, 0320, 0270, 0250, 0260, 0180, and 0130
(Requested by Joseph Forte, City Manager)
- 5. Special Assessment Stormwater Agreement
(Requested by Kurt Swartzlander, Finance)

8. REGULAR AGENDA

1. Ordinance Ordinance No. 2977 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article II (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)
2. Ordinance An Ordinance of the City of Holly Hill, Florida Amending, the Land Development Regulations, by Amending Section 114-765 Schedule of Dimensional Requirements to Amend the Front Yard Setback of the R-1 Single-Family Zoning District ; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)
3. Resolution Lease of City Owned Land on Riverside Drive for the Purpose of Building a Private Dock and Boat Lift - Resolution 2016-R-28
(Requested by Joseph Forte, City Manager)
4. Resolution US-1 Median Landscaping (16CRA1) Design and Construction Phase Engineering - Resolution 2016-R-27
(Requested by Mark Juliano, Public Works)
5. Resolution Planning and Appeals Board Appointment - Resolution 2016-R-31
(Requested by Valerie Manning, City Clerk)

9. 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. Resolution A Resolution of the City of Holly Hill, Florida, Adopting a Proposed Millage Rate for the Fiscal Year Beginning October 1, 2016; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)
2. Resolution A Resolution of the City of Holly Hill, Florida, Setting the Proposed Stormwater Utility Fee at \$7.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)

10. COMMUNICATIONS

- a. City Manager & Staff Comments
 - 1. Staff Report CM L'Level Budget Amendment
(Requested by Kurt Swartzlander, Finance)
- b. City Attorney Comments
- c. Mayor's Comments
- d. District Commissioners Comments

11. 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
Resolution**

MEETING DATE: July 26, 2016
FROM: Mark Juliano
SUBJECT: US-1 Median Landscaping (16CRA1) Design and Construction
Phase Engineering - Resolution 2016-R-26
NUMBER: (ID # 1386)
APPLICANT:
PLANNER:

DISCUSSION:

On December 8, 2016 the City Commission was notified that the City planned to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. As part of that process, the City contracted with Quentin L. Hampton Associates for a conceptual design to be submitted with the application. Upon review of the conceptual plan, the City has received notification of approval to proceed with submitting final drawings for grant funding in this fiscal year in the amount of \$500,000.00. We also received a commitment of additional funding for next fiscal year to finish the project if necessary.

The City is now ready to proceed with the development of final landscaping drawings, specifications, construction administration and inspection services. As Quentin L. Hampton and Associates performed the conceptual work required for the grant application, we propose to utilize their services for the final engineering phases of this project.

FISCAL ANALYSIS:

Engineering fees are not reimbursable under the terms and conditions of the grant. Funding for these services have been budgeted in account number 130-5510-552-3400. The Project Code is 16CRA1.

STAFF RECOMMENDATION:

Under the terms and conditions of the Containing Service Contract for Engineering Services, authorize the City Manager to enter into an agreement with Quentin L. Hampton Associates, Inc. to provide professional services for a cost not to exceed \$54,980.

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

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

MOTION:

UNDER THE TERMS AND CONDITIONS OF THE CONTINUING SERVICE CONTRACT FOR ENGINEERING SERVICES, APPROVE RESOLUTION 2016-R-26, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUENTIN L. HAMPTON ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US-1 FOR A COST NOT TO EXCEED \$54,980.

ATTACHMENTS:

- HH117.2 US1 Median Landscaping Construction Phase 6.22.16 (PDF)

Resolution No. (ID # 1386)**US-1 MEDIAN LANDSCAPING (16CRA1) DESIGN AND
CONSTRUCTION PHASE ENGINEERING - RESOLUTION 2016-R-26****RESOLUTION 2016-R-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUENTIN L. HAMPTON ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US-1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the City to apply for the Florida Department of Transportation (FDOT) Bold Landscaping Grant to improve the medians along US-1 within the City limits of Holly Hill; and

WHEREAS, the City has received notification to proceed with the grant application process based upon approval of the Conceptual Plan to re-landscape US-1; and

WHEREAS, the City now wishes to contract with Quentin L. Hampton Associates for the final design, contract administration and inspection services during the construction phase of the project; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Quentin L. Hampton Associates, Inc. to perform the engineering services for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorizes the City Manager to enter into an agreement with Quentin L. Hampton Associates, Inc. to provide professional services for design and construction engineering services for the bold landscaping improvements to the medians along us-1 for a cost not to exceed \$54,980.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED this 26th day of JULY, 2016.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-0610
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

3.1.a

June 24, 2016

Mark Juliano
Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

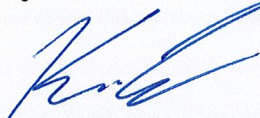
**RE: CITY OF HOLLY HILL - US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE**

Dear Mr. Juliano,

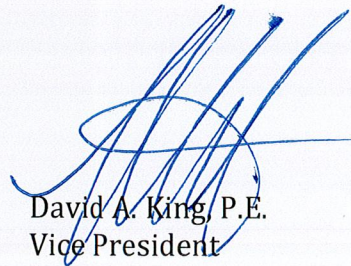
Per your request, Quentin L. Hampton Associates, Inc (QLH) is pleased to offer this professional engineering services fee estimate for this project. The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians partially funded by an FDOT grant.

The attached scope of services is in conformance with our professional services agreement. We look forward to serving the City of Hilly Hill on this and future projects. Please contact our office if you have any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Kevin A. Lee, P.E.
Project Manager



David A. King, P.E.
Vice President

KAL/DAK:bf

Enclosure
cc: QLH files

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE
-SCOPE OF SERVICES-**

General – The CITY has applied for an FDOT Bold Landscape Initiative Grant for the US1 medians within the City limits and plans to contract with Stern Design Group for the design. The CITY desires QLH to assist in the contract administration and inspection during the construction phase of the project.

SCOPE OF SERVICES: Provide construction phase services as described below.

SCOPE OF WORK:

Construction Contract Administration: QLH will provide the following services during the construction phase:

1. Coordinate execution of contracts
2. Schedule and preside over preconstruction conference
3. Issue Notice to Proceed to Contractor
4. Review shop drawings/material submittals by SDG
5. Address Contractor/City questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion with assistance from SDG
12. Provide final inspection with assistance from SDG
13. Recommend final payment
14. Coordinate execution of final paperwork
15. Provide Certificate of Completion to permitting agencies.

Construction Project Representative: QLH will provide a qualified inspector to provide the following services during the construction phase:

1. Attend pre-construction conference
2. Assist SDG with shop drawing review
3. Observe contractor's construction activities
4. Document construction activity via daily reports/logs
5. Address citizen complaints
6. Review contractor's soil and erosion control efforts
7. Review contractor's monthly pay requests/quantities
8. Prepare supplemental as-built sketches
9. Review contractor's as-built surveys

10. Review contractor's locating efforts of existing utilities
11. Coordinate responses to contractor's Requests For Information (RFIs)
12. Coordinate engineer's field directives
13. Coordinate material and field tests.

SCHEDULE OF PAYMENT AND FEE BASIS:

<u>Work Description</u>	<u>Fee Basis</u>	<u>Fee</u>
Contract Administration	Lump Sum	\$18,960
Construction Project Representative	Hourly	\$34,320
Stern Design Group Allowance	Allowance	\$1,000
Electrical Allowance	Allowance	\$500
Printing Allowance	Allowance	<u>\$200</u>
	TOTAL	\$54,980

If sales tax becomes due on professional services the City shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

US1 MEDIAN LANDSCAPING
City of Holly Hill
Estimated Engineering Fees
June 24, 2016

Person/Item	Hourly Rate	Construction Admin	
		Estimated Hours	Cost
Project Manager	\$ 175.00	32	\$ 5,600.00
Project Engineer	\$ 140.00	64	\$ 8,960.00
CADD Operator	\$ 75.00	32	\$ 2,400.00
Administrative Aide	\$ 50.00	40	\$ 2,000.00
Construction Project Rep. (1)	\$ 65.00	528	\$ 34,320.00
	Subtotal		\$ 53,280.00
Stern Design Group Allowance			\$ 1,000.00
Electrical Allowance			\$ 500.00
Printing Allowance			\$ 200.00
TOTAL			\$ 54,980.00

(1) 3 months x 22 days x 8 hrs./day = 528 hours

Prepared By: Quentin L. Hampton Associates, Inc.



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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Valerie Manning
SUBJECT: Minutes - July 12, 2016 - Budget Workshop & Regular City
Commission Meeting
NUMBER: (ID # 1382)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the Budget workshop and the regular City Commission meeting from July 12, 2016.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - July 12, 2016 - Regular City Commission meeting (PDF)
- Minutes - July 12, 2016 - Public Works Budget Workshop(PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 12, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

Commissioner Albert made a motion to **EXCUSE** Commissioner Currie from the meeting, seconded by Commissioner Byrnes.

PASSED, 4-0.

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Commissioner Byrnes led the invocation.

C. Pledge of Allegiance to the Flag

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION - NONE

None.

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Jeff Martin, 934 Jasmine Avenue, Holly Hill, shared three areas of concerns that he noticed while walking around the parks one is the south dock at Sunrise South needs to be fixed, very loose and dangerous, Sunrise Park feeder pond has very little water in it and there are some sidewalks that need to be repaired. Mr. Juliano was present and made a note of the concerns for staff.

Jim Schultz, 117 Herbert Drive, Ormond Beach, spoke about the flumist, its the nasal spray version of influenza vaccine for children. Mr. Schultz informed the Mayor and Commissioners that the advisory panel for the Centers for Disease Control and Prevention concluded that the spray version was ineffective and it shouldn't be used by anyone during the 2016-2017 flu season.

Mr. Forte introduced Nick Conte to the Mayor and Commissioners and the audience who is the city's new Economic Development Director & CRA Coordinator.

4. APPROVAL OF MINUTES

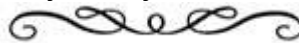
1.

Minutes - June 28, 2016 - Regular CC Meeting, Budget Workshop, R1 Setback Amendments

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Capers, Albert, Penny
ABSENT:	Currie

Enacted and approved this 12th day of July, 2016, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Penny asked if any member of the Commission or anyone from the audience would like to either discuss or pull any item on the Consent Agenda. There was no one who spoke or pulled an item.

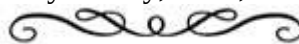
1.

Halifax Humane Society Agreement

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Capers, Albert, Penny
ABSENT:	Currie

Enacted and approved this 12th day of July, 2016, in Holly Hill



2. Resolution

Water System Improvements Between US1 and Riverside Drive - Phase II – Construction
- Resolution 2016-R-24

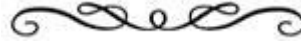
(Requested by Mark Juliano, Public Works)

Attachment: Minutes - July 12, 2016 - Regular City Commission meeting (1382 : Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Capers, Albert, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 12th day of July, 2016, in Holly Hill



3. Resolution

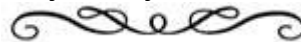
Potable Water Well Generators - Resolution 2016-R-25

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Capers, Albert, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 12th day of July, 2016, in Holly Hill



6. **REGULAR AGENDA - NONE**

7. **PUBLIC HEARINGS - NONE**

8. **COMMUNICATIONS**

a. City Manager & Staff Comments

1.

River to Sea TPO FY 2016-2017 Funding Agreement

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated this is for informational purposes only, no vote is needed.

RESULT:	CM COMMENTS
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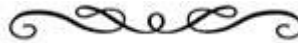
2.

Report Only Budget Amendments @ CM Level

(Requested by Kurt Swartzlander, Finance)

Mr. Forte stated this is for informational purposes only, no vote is needed.

RESULT:	CM COMMENTS
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b. City Attorney Comments

Attorney Simpson introduced Francine and Alex who are from Germany and they just graduated law school and they are over here on an internship. In November they still have to do their oral test but they are here on an internship so he will be bringing them to various city meetings.

Attorney Simpson reminded the Mayor and Commissioners that he will not be at the next City Commission meeting on July 26th because he will be out of town.

c. Mayor's Comments

Mayor Penny stated he had the opportunity today to read a proclamation to a gentleman named Hilton Ramirez who turned 103 years old. He met Mr. Ramirez at the Council on Aging dance over at Sica Hall today. It was amazing to see the seniors there dancing, it was very neat. This passed Friday, he had the opportunity to go to the Holly Hill YMCA and present them with a check for enough money for thirteen swim lessons. Each YMCA has a goal to raise enough money for hundred swim lessons, its \$75. If you can contribute to the YMCA that would be great. If you can't swing the whole \$75, \$5.00 would do. They are just trying to get collectively get hundred kids through the Holly Hill YMCA and teach them how to swim. Its a great opportunity to give back to the community. He also received a phone call from the Holly Hill K-8 Principal on Thursday to inform him that the communities concerns about the Holly Hill school and the failing grades have been heard and there's good progress to report there and Mrs. Albert is a big part of that. The Holly Hill school has gone from a "D" to a "C" which is respectable and going in the right direction. We are expecting more improvement over the next year. He was excited to get that phone call and be able to share that information with the Commission tonight. The food trucks were out front tonight; be sure to tell your friends that they will be here for the first Commission meeting each month.

d. District Commissioners Comments

Commissioner Capers welcomed Nick Conte to the city and is glad he's here. Commissioner Capers shared his concerns and frustrations about a recent and disturbing email he received from a citizen who has been plaguing the city with his self-appointed inspection program. The citizen has recently sent a letter in to Mr. Forte and in the letter he sent in information on three of the Commissioners. His email didn't involve code violations or issues or problems with other citizens, he strictly mentions our addresses and names. Commissioner Capers repeated a few parts of the email to the Mayor and Commissioners which one was talking about a trash container, six different motor

vehicles, talks about a boat, and a car. Its one thing to point out violations and problems to the city but when you target the Commissioners, to him, that's crossing the line. Commissioner Capers stated he is going to file a complaint against the person who sent the email and he is going to get a restraining order on the person to keep from his house. The person has stated that he has photographs, he has things on hard drives, he has things that he has accumulated over the years, yet he doesn't seem to have the same problems with other citizens throughout the city. Commissioner Capers stated his wife and himself did not sleep. He was very close to calling for police presence at his house because of this individual. He wanted to make it real clear that he is upset about this and he isn't going to tolerate this. This same man has been plaguing the city for years. Commissioner Capers stated he's been told to stop but for some reason he has the right to do what he's doing, which is beyond him. He would encourage the other Commissioners to file similar complaints, he thinks the City needs to file a complaint against the man and he thinks they need to end this nonsense with this self-appointed inspector is doing. Commissioner Capers stated he's asked the man for his credentials, he's asked what city he's worked for, he's asked him what code classes he's taken...he has done none. Commissioner Capers stated he wanted to let the Commissioners know that he isn't going to let this lie and what he plans on doing.

Commissioner Byrnes mentioned he doesn't want to sell The Market. The CRA is what has kept the city going and has helped improved so much of the city and when citizens say they don't benefit from the CRA its just wrong. Every citizen benefits because of the fact that the city doesn't have to take money from other projects to fund from other parts of the city to fund the CRA, the city doesn't have to give the money to the County and let them decide where they want to spend it. The city gets to its money in our own city and we get to make it better. He agrees that they shouldn't sell The Market because its a nice building and its history as a government and such building that he doesn't want to see it go. Commissioner Byrnes thanked both Commissioner-Elects for coming to the meeting tonight. He welcomed Nick Conte to the city.

Commissioner Albert stated she enjoys the food trucks and the city is lucky to have them here. She just found out something today about Amazon.com. There is something that Amazon.com is doing and its smile.amazon.com and if you go on that link, part of what you purchase gets donated to a charity and our Boys and Girls Club of Volusia/Flagler Counties is a recipient and also the YMCA of Volusia/Flagler counties. Commissioner Albert acknowledged the improvement of the school's grade and she wants to say that this city has been a champion of our children and anytime you do anything to educate and empower kids, we are on the right track. The teachers work hard over there but the kids take the tests and the kids are the ones that are making the strides and that's exactly what the teachers wanted to see. The HHPD is also having a school supply drop off program and Officer Marquez has eleven drop off locations within Holly Hill and there is a box in the lobby of city hall. The drive will continue until August 2nd.

9. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 12, 2016

City Commission Chamber

Budget Workshop

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

II. BUDGET PRESENTATIONS BY DEPARTMENT

1.

Budget Workshop - Public Works & Solid Waste Departments

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated they are going to do their health benefits recap first with Jessica Scott from Brown & Brown. There will be a recommendation from staff and then direction from the Commission as to which way they would like to proceed. Ms. Scott went over the three summaries of plans with the Mayor and Commissioners at this time. After discussions with the Mayor, Commissioners, and staff there was consensus from the Commission to go with page 3, the Triple Option: Balance HMO T28-MOD, Balance HMO T39-MOD, and HDHP HSA T95. Mr. Forte went over the emergency room analysis with the Mayor and Commissioners.

Mr. Swartzlander and Mark Juliano, Public Works Director, went over the Public Works budget with the Mayor and City Commissioners. The following departments were discussed: public works department organizational chart, roads and streets, administrative expenses, fleet department, building and grounds and facilities, interfund transfers, water and sewer fund, sewer services, water and sewer admin, water and sewer interfund transfers, executive and regular salaries and wages, professional services, rentals and leases, repairs and maintenance, stormwater management, stormwater interfund transfers, renewal and replacement, sewer services and interfund transfers, infrastructure and machinery and equipment, water and sewer, R & R bond series 2011, solid waste fund, garbage/solid waste admin, interfund transfers, capital expenditures proposed for FY 2016-2017, and the discussion on the millage rate. Mr. Swartzlander stated at the next meeting, July 26th they will be voting on the proposed millage rate and then in September, the first meeting will be on a Monday,

September 12th will be the tentative millage rate and then the second meeting in September will be the final millage and each of those meetings in September they will also adopt a proposed budget and a final budget.

Mr. Forte stated he didn't get a chance to speak to all of the Commissioners about the millage rate and some thoughts that he had. Last Friday, Paul Hydt with the Water Management District came to his office. Mr. Forte stated one of the concerns he has is that Paul works for the Water Management District and he works in a department where they give money away for certain water, waste water and stormwater projects and Holly Hill never seems to get project funded. He is a little frustrated by that and he even spoke with Fred Costello and asked him why the city isn't getting funded on any of the capital projects and the conclusion came down to two things. One is a lot of money goes towards big cities and their projects because they have, for the most part, engineering staff on staff that will design projects and then put them on the shelf and when funding becomes available they take it off the shelf and they turn it in and say its ready to go. For a city like Holly Hill, we don't have the luxury of paying an engineer to do design work and put it on the shelf and just wait. We pay QLH to do that and we have to be specific because it cost the city a lot of money. Mr. Forte stated he doesn't have a full-time PE on staff that can sit in an office and draw up anything, whether its a lift station or a stormwater retention pond. One of the problems is Holly Hill is always kind of behind the curve ball because we're paying for projects individually and they are small in comparison. One of Paul's thoughts were somehow the city has to lump all these projects into one big project, try to fund that and then apply for grants and funding and if you get it then you move your budget down to the next project and then to the next project and so on. That still doesn't help him because he still doesn't have the projects designed. The other alternative was talking about is the possibility of looking at a grant writer. He is talking about a grant writer, not somebody who writes grants for some little things, he's talking about somebody that is going to look for the big projects. He has a feeling they are leaving a lot of money on the table and he doesn't know any other way to get it and he doesn't have anybody on staff who is a grant writer or has the ability to search for the grants that are available and number two, write for the grants. He is not positive if this is the direction he wants to go in. It's something that when he met with Mr. Juliano and Mr. Swartzlander last week we talked a little bit about it, to see if there's a return on that. It would be a two year process once you hire someone that they start researching and applying for different grants to see if they start coming in. He's debating if its worth the salary of \$60,000 to hire a grant writer to find the city money. That if the city is going to spend \$380,000 on a stormwater pond, should the city try to find a way to get that match and if we do get it matched then they can put that money onto something else. If they had to redo Sunrise Park, fortunately we contract with Beth Lemke and so far that's about a three quarter of a million dollar project that the city has got funded by grants. That's just an example of what could be accomplished if the city had that kind of talent here. Mr. Forte stated he's not 100% sure that's where he wants to go with the current rate but its something that staff is kicking around and they are running out of time to make that decision. He would probably recommend to the Commission that the city advertise the current millage rate and if they choose not too between now and budget time, it can always go down to the roll back rate, they just can't go back up if they advertise it but it will give them a little bit more time to try and figure out what the best approach would be to try and take advantage of money that they are leaving on the table. This grant writer would do

everything from writing the grant to going up to Tallahassee if they had to and get with the politicians to try and get some things approved. He interviewed with a lobbyist a couple of months ago after the last state of legislative funds came out and again, Holly Hill didn't get picked and Holly Hill had two or three items. He received a phone call and was told Holly Hill didn't get picked because we don't have a lobbyist. They told him we don't have somebody fighting for us in Tallahassee, and its true. We don't. The city has never received legislative funding for any of our projects. Its not that the city isn't putting in for projects, we are, we're just not getting funded. The other cities have lobbyists and they talk with the politicians and the lobbyists does whatever a lobbyist does and they are getting hundreds of thousands of dollars worth of projects. Holly Hill has to do something different because what we're doing is not working.

Commissioner Albert stated she thinks the current rate gives the city some flexibility. She knows emotionally, the rollback rate is very nice but she thinks they have to look at things logical and with a reasonable approach. The current rate would give them an opportunity to maybe get a head of the curve. She doesn't know if she supports using that increase for another employee. Privately, she would like to have some more conversation with Mr. Forte but she is leaning heavily to the current rate. As a taxpayer within the city, she is fully prepared to pay the current rate on her taxes to contribute to the betterment of the city.

Commissioner Byrnes stated they voted for a tax increase last year with the assurance that there would be no tax rate increase this year. He is not voting for anything but the rollback rate this year because he thinks that the citizens deserve a year where there is no tax increase. It should go to the rollback rate which is the same amount of money that was generated last year and he will be supporting that highly.

Mayor Penny stated Commissioner Albert has his support. He doesn't remember setting the tax rate last year to have anything to do with a tax rate this year. Mayor Penny stated there's a lot of numbers. He thanked the Finance Department for a good job done.

Mr. Swartzlander stated tomorrow he will be working with staff on the CRA budget and before the next regular meeting they will have a CRA budget workshop and budget books available for the Mayor and Commissioners. They will be draft books and in September the final budget books will be put together.



III. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM and then reconvened at 7:30 until approximately 8:20 PM.



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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Joseph Forte
SUBJECT: Renewal of Continuing Services Agreement with TMH Consulting, Inc.
NUMBER: (ID # 1389)
APPLICANT:
PLANNER:

DISCUSSION: In May 2013, the City entered into a continuing services agreement with TMH Consulting, Inc. (Tom Harowski) for a period of three years with two (2) one year renewals. The City Manager is authorized to extend the contract for each one year period for a total of two years. This agreement expired in May, 2016 however, the City Manager is placing this item on the agenda so the City Commission can approve an extension to the agreement after it has expired. The renewal period will end in May 2017.

FISCAL ANALYSIS: This position is budgeted in the 2016/2017 annual budget at the estimated amount of \$71,200 based on the hours billed in 2016 times the hourly rate of \$95.00.

STAFF RECOMMENDATION: Authorize the City Manager to execute and extension to the TMH Consulting, Inc. Continuing services agreement for a period ending in May 2017.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire

protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION: To approve.



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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Valerie Manning
SUBJECT: Payroll & Holiday Calendar FY 2016-2017
NUMBER: (ID # 1385)
APPLICANT:
PLANNER: Diane Cole

DISCUSSION:

Each year the City Commission authorizes the annual Holiday calendar which includes the staff recommended floating holiday as well as acknowledges the annual payroll dates.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve payroll and Holiday calendar as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

To approve the attached calendar.

- 2016-2017 FY Calendar - Holiday Calendar for Employees (PDF)

2016-2017 FISCAL YEAR CALENDAR					
PAY PERIOD #	PAY PERIOD BEGIN	PAY PERIOD END	PAYDAY		
20	09-Sep-16	22-Sep-16	29-Sep-16		
21	23-Sep-16	06-Oct-16	13-Oct-16		
22	07-Oct-16	20-Oct-16	27-Oct-16		
23	21-Oct-16	03-Nov-16	10-Nov-16		
24	04-Nov-16	17-Nov-16	24-Nov-16		
25	18-Nov-16	01-Dec-16	08-Dec-16		
26	02-Dec-16	15-Dec-16	22-Dec-16		
1	16-Dec-16	29-Dec-16	05-Jan-17		
2	30-Dec-16	12-Jan-17	19-Jan-17		
3	13-Jan-17	26-Jan-17	02-Feb-17		
4	27-Jan-17	09-Feb-17	16-Feb-17		
5	10-Feb-17	23-Feb-17	02-Mar-17		
6	24-Feb-17	09-Mar-17	16-Mar-17		
7	10-Mar-17	23-Mar-17	*	30-Mar-17	
8	24-Mar-17	06-Apr-17	13-Apr-17		
9	07-Apr-17	20-Apr-17	27-Apr-17		
10	21-Apr-17	04-May-17	11-May-17		
11	05-May-17	18-May-17	25-May-17		
12	19-May-17	01-Jun-17	08-Jun-17		
13	02-Jun-17	15-Jun-17	22-Jun-17		
14	16-Jun-17	29-Jun-17	06-Jul-17		
15	30-Jun-17	13-Jul-17	20-Jul-17		
16	14-Jul-17	27-Jul-17	03-Aug-17		
17	28-Jul-17	10-Aug-17	17-Aug-17		
18	11-Aug-17	24-Aug-17	*	31-Aug-17	
19	25-Aug-17	07-Sep-17	14-Sep-17		
HOLIDAYS					
1	Thursday	24-Nov-16	Thanksgiving		
2	Friday	25-Nov-16	Friday after Thanksgiving		
3	Friday	23-Dec-16	Floating Holiday		
4	Monday	26-Dec-16	Christmas Day holiday		
5	Monday	2-Jan-17	New Year's Day holiday		
6	Monday	16-Jan-17	Martin Luther King Day		
7	Friday	14-Apr-17	Good Friday		
8	Monday	29-May-17	Memorial Day		
9	Tuesday	4-Jul-17	Independence Day		
10	Monday	4-Sep-17	Labor Day		
*	No insurance deduction and no leave accruals				
Prepared: 7/11/16					



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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Valerie Manning
SUBJECT: Volusia County Fire Mutual Aid Agreement - Renewal
NUMBER: (ID # 1381)
APPLICANT:
PLANNER: Jim Bland

DISCUSSION:

The current mutual aid agreement has been in effect since 2006 and expires on September 30, 2016. The agreement has requirements for renewal every five (5) years. There have been no changes made to the agreement which is presented for approval with an renewal date of September 30, 2021.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Fire Chief Bland recommends approval for the renewal of this agreement.

COMMISSION GOAL:

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

MOTION:

To approve the renewal of the Volusia County Mutual Aid Agreement.

- FIRE - Mutual Aid Agreement 03-22-06 (FINAL) (PDF)
- SECOND AMENDMENT TO INTERLOCAL AGREEMENT - Mutual Aid Agreement (PDF)
- Attachment A - VCSF Area map (PDF)



**INTERLOCAL AGREEMENT
FOR
FIRE AND/OR RESCUE SERVICE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS AGREEMENT made and entered by and between the undersigned parties on the last date signed by a party to be effective for the term stated in Section 19:

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and

WHEREAS, each party to this Agreement is a Public Agency, as defined under the Florida Interlocal Cooperation Act, and

WHEREAS, any Public Agency of this state may exercise jointly with any other Public Agency of this state any power, privilege, or authority which such agencies share in common and which they might exercise separately, and

WHEREAS, all the parties to this Agreement have and maintain fire departments with fire, rescue, and emergency medical service personnel, and equipment: and

WHEREAS, the parties to this Agreement have determined, in order to most efficiently utilize their separate powers, and at the same time provide for the health, safety, and welfare of the citizens of Volusia County, to engage in a cooperative effort in the form of an Interlocal Agreement for the purpose of providing mutual aid in time of an emergency.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the others under the following stipulations, provisions and conditions.

1. Definitions

- a. Requesting Party – a Public Agency in whose jurisdiction a fire, rescue and/or other emergency occurs and is of such character or magnitude that it cannot be adequately handled by that Public Agency's equipment and/or personnel.
- b. Aiding Party – a Public Agency requested to furnish fire, rescue or other equipment, and/or personnel to a Requesting Party or another Aiding Party.
- c. Public Agency - a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States

Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

- d. Public Safety Agency - a functional division of a public agency which provides firefighting, medical, or other emergency services.

2. **Intent**

The intent of this Interlocal Agreement is to provide mutual assistance in case of a fire, rescue, medical, or other emergency in order to bring the emergency under control in a timely manner or to provide back-up response in the Requesting Party's jurisdiction or providing assistance in a Requesting Party's jurisdiction.

3. **Official Request**

Assistance shall be rendered by any party to this Agreement upon request of the Fire Chief, or the duly authorized representative of the Requesting Party. Except as provided in paragraph 6, requests shall be initiated through the Aiding Party's dispatch center for any emergency situation.

4. **Apparatus, Equipment, Personnel**

The number of pieces of equipment dispatched and the number and classifications of personnel to staff such equipment shall be at the discretion of the Aiding Party.

5. **Justification for Mutual Aid**

This Agreement is not intended to represent an automatic aid agreement therefore, prior to requesting aid from another Public Agency which is a party to this Agreement, a Requesting Party must exhaust all the Requesting Party's appropriate resources within the Requesting Party's jurisdiction except that the County of Volusia must exhaust only those appropriate resources within the region in which the emergency is occurring, as identified by color and number on Attachment – "A".

6. **Prior Commitment of Equipment**

It is understood and agreed that the expectation for assistance is limited to the ability of the Aiding Party's Public Safety Agency to provide such assistance and to provide adequate protection to its own service area including those service areas in other jurisdictions required by other contracts/agreements.

7. **Justified Failure to Respond**

If the Aiding Party's Public Safety Agency is involved in an emergency operation at the time of receiving a request, the Aiding Party may refuse to respond or response may be delayed until such time as the Aiding Party determines it can

respond. The need for such delay, or inability to respond shall be communicated to the Requesting Party's Public Safety Agency.

8. **Priority for Simultaneous Calls**

a. Preparing to Respond or Responding.

If the Aiding Party's jurisdiction is stricken by an emergency situation while the Aiding Party's Public Safety Agency is preparing to respond or is responding under this Agreement, the Aiding Party's Public Safety Agency may recall its equipment and/or personnel as may be needed. The original Aiding Party must communicate the response change to the Requesting Party as set by protocols of the respective fire chiefs.

b. On Scene.

If the Aiding Party's jurisdiction is stricken with an emergency situation subsequent to the Aiding Party's Public Safety Agency arrival on scene of an emergency in a Requesting Party's jurisdiction and the Aiding Party's Public Safety Agency has received an assignment and/or is engaged in emergency operations the Aiding Party's Public Safety Agency shall remain on scene and continue emergency operations unless or until released by the Requesting Party's Public Safety Agency incident commander. The Aiding Party shall obtain mutual aid from other jurisdictions if needed to deal with the Aiding Party's new emergency situation. The Requesting Party will release the Aiding Party's resources as soon as it is safe to do so or when additional resources are available to assume their assignments.

9. **Aiding Party Release**

If an Aiding Party's Public Safety Agency is the primary responding agency to an incident, the Requesting Party's Public Safety Agency shall assume control of the incident if there is an available qualified resource to assume control. The Aiding Party's Public Safety Agency may return to its jurisdiction once the emergency has been mitigated and/or adequate/appropriate resources from the Requesting Party have arrived on-scene.

10. **Employee Insurance and Equipment Liability**

Each employing Public Agency shall be responsible for the compensation, insurance benefits, including workers compensation benefits, pension benefits, collective bargaining relationship, training, discipline and any other employment status or right for its respective employees. Each employing Public Agency shall remain responsible for all duty assignments, work and vacation scheduling, discipline of employees and all other similarly related personnel matters for its respective employees.

The Public Agency owning equipment lost or damaged while performing services pursuant to this Agreement shall bear the risk of loss or damage to said equipment.

11. **Jurisdictional Employee Liability**

All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any Public Agency when performing their respective functions within the jurisdictional limits of their respective public agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

12. **Mutual Aid Review Panel/Dispute Resolution**

If any party to this Agreement believes that a Public Agency is providing or requesting aid that appears to be outside the intent of this Agreement, those concerns shall be addressed in the following manner:

- a. The concerned party shall express those issues in writing to each party the concerning party believes is operating outside the intent of this Agreement. The President of the VCFCA shall be copied. A written response shall be provided to the party that expressed concerns within fourteen (14) calendar days from receipt of the letter. The President of the VCFCA shall be copied. The respective parties shall meet and attempt to resolve the issue(s). If resolution is reached, the President of the VCFCA shall be notified.
- b. In the event the issue is not resolved to the satisfaction of each party through the process described in 12(a), the matter may be referred to the President of the VCFCA, in writing by the party that has an unresolved concern. That party may request that the President of the VCFCA appoint a panel of three (3) uninvolved members of the VCFCA that will meet to review the concerns. That panel shall submit their findings and recommendation(s), in writing to the President of the VCFCA who shall inform the involved parties of the findings and recommendation(s).
- c. In the event that any party to the dispute disagrees with the recommendation, the matter shall then be referred to the respective city and/or county managers for possible resolution. The respective managers shall ensure that any resolution is provided in writing with a copy sent to the President of the VCFCA. In the event the respective managers are unable to resolve the dispute within thirty (30) calendar days, then their respective positions/reasons shall be stated in writing and exchanged between the involved parties. A copy of each shall be provided to the President of the VCFCA.
- d. The President of the VCFCA shall appoint a committee to develop amended language to the Agreement that is intended to clarify and resolve any disputes of a similar nature in the future. The amended Agreement shall then be submitted to the elected body of each party to the Agreement for approval/rejection. This process will be repeated, if necessary, until a

resolution acceptable to all parties to the Agreement is obtained or until a majority of the parties to the Agreement agree that all reasonable attempts for a resolution have been exhausted. If resolution acceptable to all parties to the Agreement cannot be obtained and a majority of the parties to the Agreement agree all reasonable attempts for a resolution have been exhausted, the President of the VCFCA shall notify each party to the Agreement in writing. The party or parties that are still in dispute may elect to continue to be a party to the Agreement or exercise their rights to terminate their participation in the Agreement, as each deems appropriate or take such other action as may be available legally to that party.

13. **Authority; General Responsibilities**

The Requesting Party's qualified designated employee who is in charge of the emergency situation shall adhere to the federally recognized National Incident Management System (NIMS) and shall coordinate and direct Aiding Parties until such time as the emergency is under control.

14. **Authority Control of Fire, Rescue, Emergency or Disaster**

The Requesting Party shall be responsible to replace any Aiding Party's resources which request to be relieved or replaced if the incident will exceed four (4) hours in duration.

15. **Back-up/Standby Duty Plan**

The Volusia County Fire Chiefs' Association shall promulgate a plan acceptable to all parties for coordinating back-up or standby duty under this Agreement.

16. **Indemnification/Hold Harmless**

Each party agrees that it will be responsible for its own acts or omissions and the results thereof as a result of the undertakings that the party has agreed to perform under this Agreement. Each party further agrees that it will indemnify and/or defend any other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party which arises from the undertakings that the indemnifying party has agreed to perform under this Agreement.

17. **Duration of Obligation of Indemnity**

The obligations of indemnity provided by the parties hereto under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four (4) years after the earlier to occur of (a) expiration of the Agreement; or (b) for each respective party, the termination of this Agreement by that party as provided herein prior to the expiration date unless a claim is pending which has arisen under this Agreement. In the event a claim is pending,

then such obligation to indemnify shall survive until the claim has been fully resolved and all payments have been made and releases of claim executed.

18. **Sovereign Immunity**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **Effective Date and Term**

This Agreement shall become effective when filed with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shall remain in effect for five (5) years from the date of such filing and may be extended for additional terms of five (5) years upon written approval of the parties.

20. **Amendments**

This Agreement may be amended by mutual written agreement of all of the parties. Any amendments to this Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

21. **Termination**

Any party to this Agreement may terminate their participation in the Agreement by providing the other Parties with at least thirty (30) days written notice of the intent to terminate the Agreement.

22. **Binding Agreement**

This Agreement shall inure to the benefit of and be binding upon each respective party's successor.

23. **Invalid or Unenforceable Provisions**

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

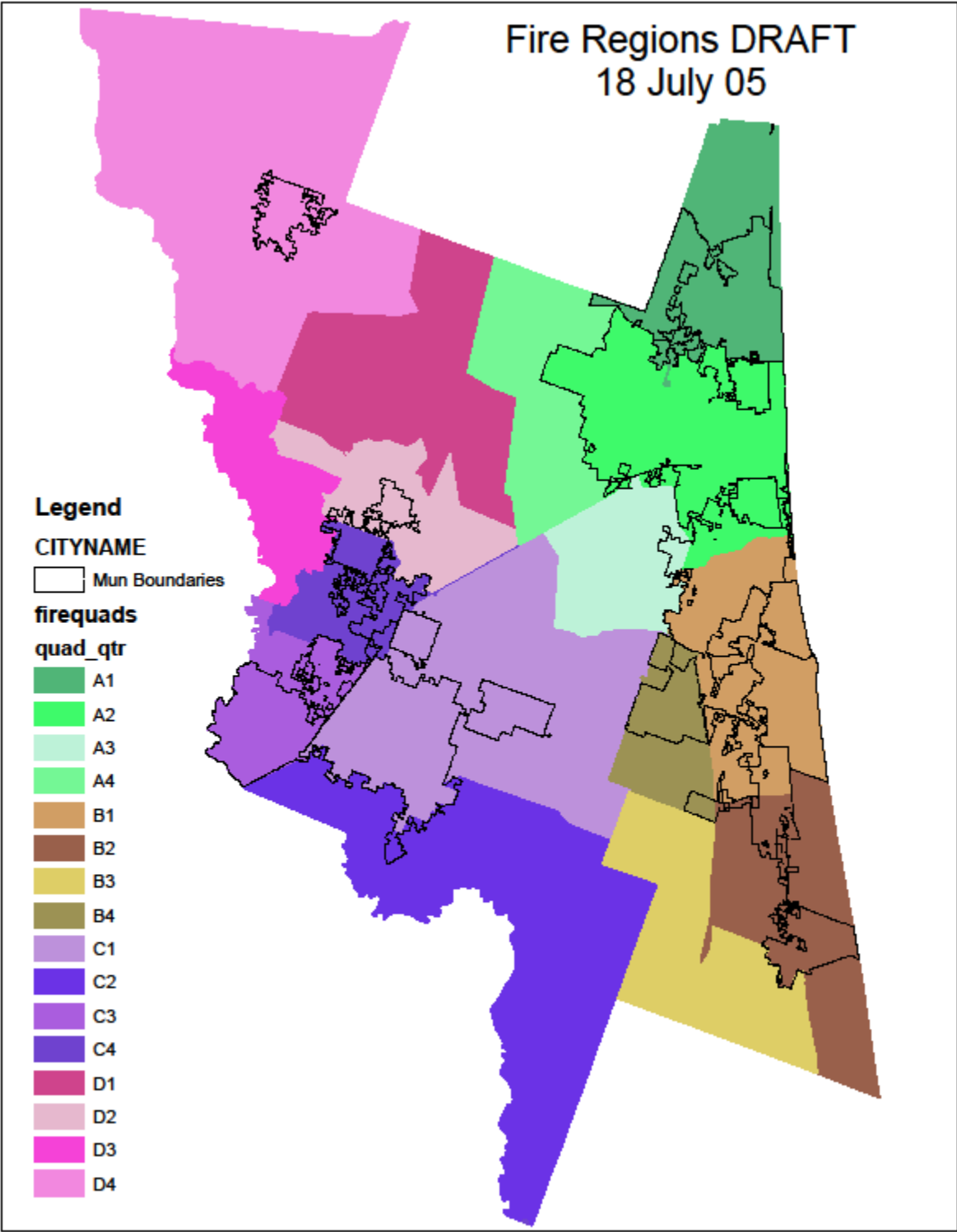
24. **Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties. There are no other understandings, terms, or conditions and no party to this Agreement has relied upon any representation, express or implied, not contained in this Agreement. All amendments to this Agreement must be in writing and executed by all parties. All prior understandings, terms or conditions are deemed to be merged in this Agreement.

IN WITNESS WHEREOF, the parties cause these presents to be signed by their duly authorized officers on the above-mentioned date.

Attachment "A"
Fire Response Regions

Attachment: FIRE - Mutual Aid Agreement 03-22-06 (FINAL) (1381 : Volusia County Fire Mutual Aid Agreement)



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE AND/OR RESCUE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS SECOND AMENDMENT to the Agreement is made and entered by and between the undersigned local governments as follows:

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County ("Parties") entered into an *Interlocal Agreement for Fire And/Or Rescue Service Mutual Aid Within Volusia County, Florida* ("Agreement"), on October 25, 2006, pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, the Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida on October 25, 2006; and

WHEREAS, Section 19 of the Agreement anticipates five year extensions of terms upon written mutual agreement of the parties; and

WHEREAS, the parties entered into a First Amendment extending the term of the Agreement for an additional five year term extending the Agreement to October 24, 2016;

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The recitals set forth above are true, correct and form a material part of this Second Amendment.
2. Pursuant to Paragraph 19 of the Agreement as amended by the First Amendment, which allows the term of the Agreement to be extended for additional terms of five (5) years upon written amendment, the term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2021.
3. Attachment A to the Agreement is hereby replaced in its entirety with Attachment A revised, a copy of which is attached hereto and incorporated herein.
4. This Second Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.
5. This Second Amendment is made pursuant to Article 20 of the Agreement. Amendment shall remain in full force and effect for those local governments which approve and execute this Second Amendment, notwithstanding the failure of any local government to approve and execute this Second Amendment.

6. The provisions of this Second Amendment shall prevail against any conflict with a provision of the Agreement. Otherwise, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this Second Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

THE COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest: _____
Dale Arrington, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Tom Laputka and Dale Arrington, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF HOLLY HILL

By: _____
John Penny, Mayor

Attest: _____
Joe Forte, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John Penny and Joe Forte, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH

By: _____
Derrick L. Henry, Mayor

Attest: _____
James Chisholm, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Derrick L. Henry and James Chisholm, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH SHORES

By: _____
 Harry Jennings, Mayor

Attest: _____
 Michael Booker, City Manager

Date: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Harry Jennings and Michael Booker, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

 Notary Public, State of Florida at Large
 Commission No.: _____

THE CITY OF SOUTH DAYTONA

By: _____
George Fisk Locke, III, Mayor

Attest: _____
Joseph W. Yarbrough, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by George Fisk Locke, III and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORMOND BEACH

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE TOWN OF PONCE INLET

By: _____
Gary Smith, Mayor

Attest: _____
Jeaneen Clauss Witt, Town Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gary Smith and Jeaneen Clauss Witt, as Mayor and Town Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF NEW SMYRNA BEACH

By: _____
James W. Hathaway, Mayor

Attest: _____
Pamela Brangaccio, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James W. Hathaway and Pamela Brangaccio, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

Attest: _____
Tracey T. Barlow, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael Ignasiak and Tracey T. Barlow, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest: _____
Jane Shang, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John C. Masiarczyk, Sr. and Jane Shang, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest: _____
Michael Pleus, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Attest: _____
Michael Johansson, City Manager

Date: _____

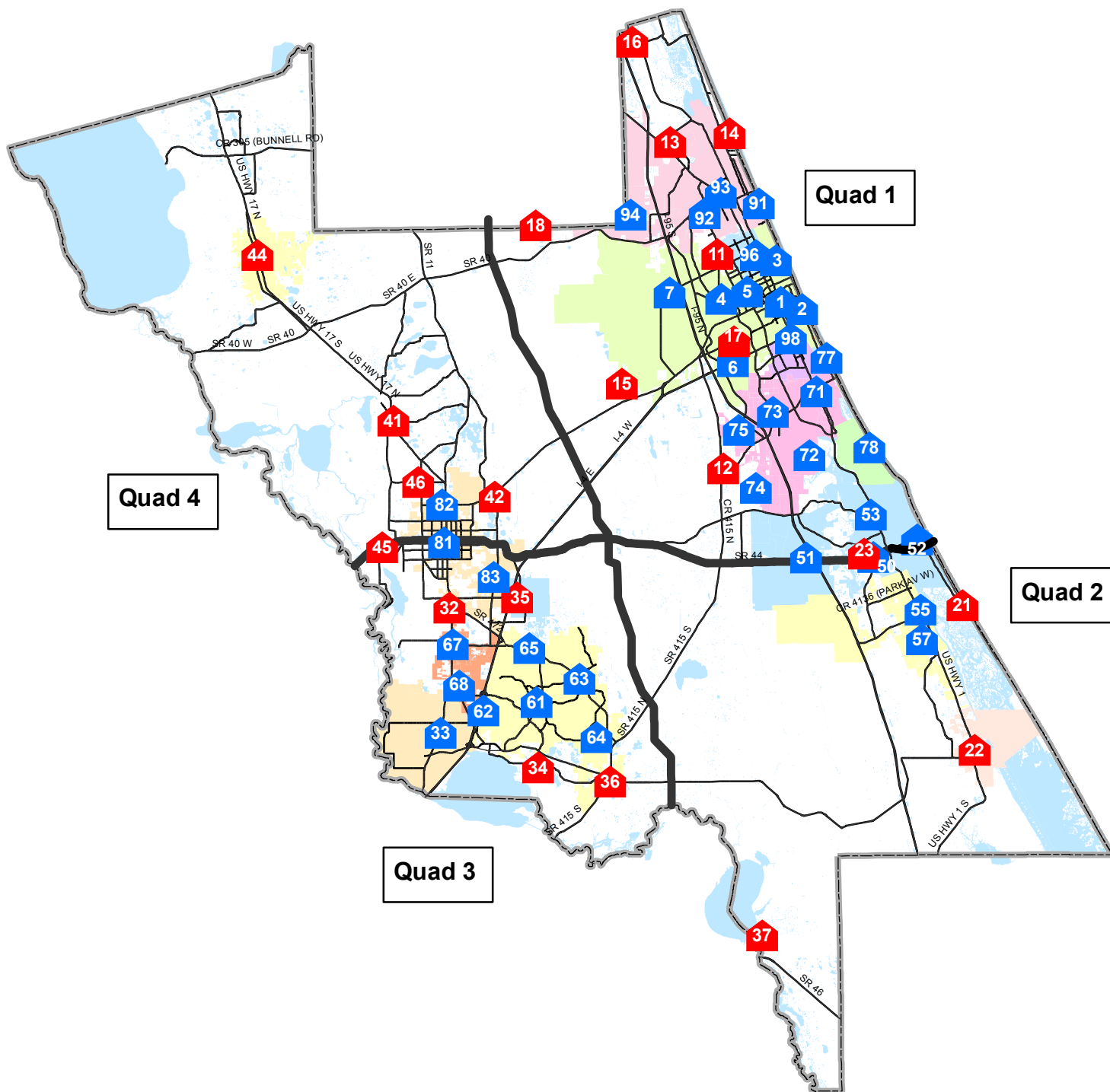
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green and Michael Johansson, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

VCFS Quad Area



Attachment: Attachment A - VCSF Area map (1381 : Volusia County Fire Mutual Aid Agreement)





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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Joseph Forte
SUBJECT: Riviera Estates Agreement / Development Order for Lots 0300,
0310, 0320, 0270, 0250, 0260, 0180, and 0130
NUMBER: (ID # 1388)
APPLICANT:
PLANNER:

INTRODUCTION: The City Commission has previously discussed the standards for development of homes on vacant lots within the Riviera Estates Unrecorded Subdivision. The staff has continued discussion with owners of vacant properties in this area about development requirements. The City Commission reviewed the staffs recommended standards for construction of access-ways to undeveloped lots on May 24, 2016 and directed the City Attorney and City Manager to finalize an agreement.

BACKGROUND: Riviera Estates is an unrecorded subdivision annexed into the City in the late 1990s. All but one of the current dwellings was constructed prior to annexation of the neighborhood. Twenty of the 44 parcels within the unrecorded subdivision are vacant and most of the access-ways except for Timber Trail and a portion of Dubber Lane have not been cleared for full access. Water and sewer service is available within the developed portion of the neighborhood and to selected other areas where utility lines have been extended to connect to City utility networks.

Staff has developed a specific proposal for requirements that additional development in the neighborhood must meet in order to be permitted. For the most part, the stated conditions result in the extension of services consistent with applicable City standards. The key exception is access to properties. The agreement now provides for driveway standards as Exhibit "C" in the Development Order.

FISCAL ANALYSIS: The proposed improvements accepted as part of city infrastructure would result in an increase in maintenance and future replacement costs to the city. The improvements will remain in the ownership of the property owners or a homeowners association therefore, the City will not bear any of the repair or replacement costs with these improvements.

DISCUSSION: Following the two Commission Work sessions, the staff believes the attachment agreement and Development Order meet the intention of the City Commission.

RECOMMENDATION: Approve the Agreement and Development Order and authorize the City manager to execute as presented.

- Riviera Estates Agreement and Development Order with Attachments July 26, 2016 (PDF)

DEVELOPMENT AGREEMENT

WHEREAS, BBCox, LLC (Owner) acquired certain property in the unrecorded subdivision of Riviera Estates (Property). A true and correct legal description of the Property is attached hereto marked as Exhibit A.

WHEREAS, as an unrecorded subdivision, Riviera Estates has not been approved through the formal subdivision process to create legally subdivided residential lots.

WHEREAS, pursuant to Florida Statute Section 177.132 unrecorded subdivisions are not relieved from complying with the local government's subdivision and land development regulations.

WHEREAS, the City of Holly Hill (City) and the Owner are entering into this Development Agreement (Agreement) to address the unique development issues with the Property since it is part of an unrecorded subdivision.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledge, the undersigned parties hereby agree to the following:

1) The Owner shall submit a minor replat pursuant to the City's Code of Ordinance for each legal lot to be created. If the Owner desires to create more than one legal lot on a single plat, which cannot be processed as a minor replat, the Owner must proceed with the City's subdivision procedure in the Code of Ordinances.

2) The parcels identified as Lots 0300, 0310, 0320, 0270, 0260, 0250, 0180 and 0130 in the Riviera Estates unrecorded subdivision plat shall be developed as follows:

a) Lots 0300, 0310 and 0320 in the Riviera Estates unrecorded subdivision shall be developed as one single-family lot identified in a minor replat specifically for said Lots to legally created a developable lot (Lot A).

b) Lots 0270, 0260 and 0250 in the Riviera Estates unrecorded subdivision shall be developed as one single-family lot identified in a minor replat specifically for said Lots to legally created a developable lot (Lot B).

c) Lot 0180 in the Riviera Estates unrecorded subdivision shall be developed as a single-family lot identified in a minor replat to legally create a developable lot (Lot C).

d) Lot 0130 in the Riviera unrecorded subdivision shall be developed only as a single-family lot identified in the minor replat to legally create a developable lot (Lot D).

3) Owner hereby agrees that only single-family residential homes shall be constructed on Lots A, B, C and D. Owner hereby waives any right to have a multi-family use on Lots A, B, C and D. The City shall have the right to deny any building permit, certificate of occupancy, business tax receipt or any other approval for the construction, operation or occupancy of a multi-family structure or a multi-family use on said Lots. Except as provided herein, these Lots will have the other rights, privileges, restrictions and limitations as provided in the City's Comprehensive Plan and Code of Ordinances, including the Land Development Regulations, as other properties with the same land use and zoning at the time of filing for a permit or approval with the City.

4) The Owner hereby agrees to provide the City with sufficient easements for the location and future maintenance of all existing public utilities on Lots A, B, C or D. Said easements shall be reflected on the plat submitted to the City for the minor replat approval.

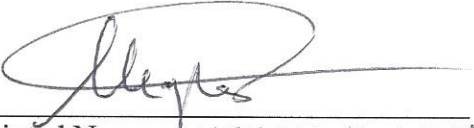
5) Lots A, B, C and D shall be developed pursuant to City's land development regulations, Florida Building Code and other applicable regulation for single-family development in effect at the time of submittal of any development permit, but at a minimum to the requirements contained in the letter dated April 11, 2016 attached as Exhibit B and the driveways standards attached as Exhibit C shall be met.

6) If Lots A, B, C and D are created pursuant to Paragraph 2, these Lots shall be deemed developable lots. However any development of the Lots shall be in compliance with the City's Land Development Regulations, the Florida Building Code and the regulations of all other regulatory agencies that regulate the site development and building construction of a single-family home in effect at the time of submittal for a development/building permit, in addition to the requirements outlined in Exhibit B and Exhibit C.

7) It is the intent of the Owner and the City that this Agreement shall be recorded in the Public Records of Volusia County, Florida and shall be deemed a real covenant that shall run with the land described in attached Exhibit A and is binding on the Owner and all future owners, successors and assigns. This restrictive covenant shall be for the benefit of and enforceable by the City and all owners of land lying within the Riviera Estates unrecorded subdivision. Owner shall pay all recording costs for recording this Agreement and attached Exhibits.

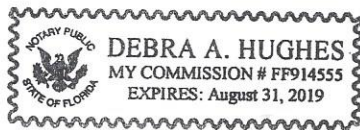
8) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or

related to this Agreement shall be reimbursed reasonable attorney fees and costs, including any costs of appeal.


 Printed Name: MICHAEL HUGHES
Debra Hughes
 Printed Name: Debra Hughes

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this 7 day of JULY 2016, personally appeared DAVID BASS, representative of BBCOX, LLC, who ☒ is personally known to me or () has produced a drivers license as identification and who () did () did not take an oath.



BBCOX, LLC

David M. Bass
 By: Managing Member

Debra Hughes
 Notary Public State of FLORIDA

CITY OF HOLLY HILL

Printed Name: _____

By: _____

Printed Name: _____

State of Florida
 County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, personally appeared _____, representative of CITY OF HOLLY HILL, who () is personally known to me or () has produced a drivers license as identification and who () did () did not take an oath.

Notary Public State of _____

MYER LAND SURVEYING

Incorporated

Michael M. Myer, Professional Surveyor and Mapper

Bachelor of Land Surveying, University of Florida

Phone 386255-6304

Mmyer4006@bellsouth.net

316 Ridgewood Avenue

Holly Hill, Florida 32117

December 15, 2015

Job No. 15247-2

4242-69-00-0130

A portion of Lots 29 and 30, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 13, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 175 feet of the northerly 535 feet of Lot 29, Block 21, Mary C. Fleming's Subdivision and the southerly 175 feet of the northerly 535 feet of the westerly 35 feet of Lot 30, Block 21 Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida. Subject to an easement for ingress and egress over and upon the southerly 50 feet, thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 175 feet of Lot 29, Block 21 and the northerly 50 feet of the southerly 175 feet of the westerly 165 feet of Lot 30, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida as shown on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0180

A portion of Lot 29, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 18, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 150 feet of the northerly 360 feet of the westerly 100 feet of the easterly 165 feet of Lot 29, Block 21, Mary C. Fleming's Subdivision of the Public Records of Volusia County, Florida. Subject to an easement for ingress and egress over the northerly 25 feet thereof and together with an easement for ingress and egress over the southerly 50 feet of the northerly 235 feet of Lot 29, Block 21 and the southerly 50 feet of the northerly 235 feet of the westerly 165 feet of Lot 30, Block 21, Mary C. Fleming's Subdivision and shown as Dubber Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public

Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0250

A portion of Lots 6 and 29, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 25, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 70 feet of the westerly 165 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision and the northerly 70 feet of the westerly 165 feet of Lot 29, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida. Subject to an easement for ingress and egress over the northerly 25 fee thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0260

A portion of Lots 6 and 29, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 26, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 70 feet of the westerly 100 feet of the easterly 165 feet Lot 6, Block 21, Mary C. Fleming's Subdivision and the northerly 70 feet of the westerly 100 feet of the easterly 165 feet Lot 29, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida. Subject to an easement for ingress and egress over the northerly 25 fee thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's

Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0270

A portion of Lots 5, 6, 29 and 30, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 27, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 70 feet of the westerly 35 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision and the southerly 70 feet of the easterly 65 feet of Lot 6, Block 21, and the northerly 70 feet of the easterly 65 feet of Lot 29, Block 21, and the northerly 70 feet of the westerly 35 feet of Lot 30, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida. Subject to an easement for ingress and egress over the northerly 25 feet thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0300

A portion of Lots 5, and 6, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 30, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 140 feet of the northerly 540 feet of the westerly 35 feet of Lot 5 and the southerly 140 feet of the northerly 540 feet of the easterly 65 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 30, Riviera Estates Unrecorded Subdivision #233; subject to an easement for ingress and egress over the southerly 25 feet thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21, and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia

County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0310

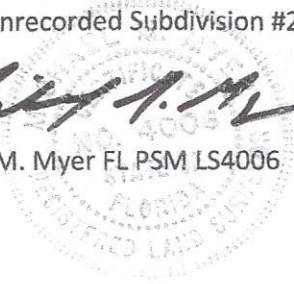
A portion of Lot 6, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 31, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 140 feet of the northerly 540 feet of the westerly 100 feet of the easterly 165 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County; subject to an easement for ingress and egress over the southerly 25 feet thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.

4242-69-00-0320

A portion of Lot 6, Block 21, Mary C. Fleming's Subdivision, as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida also known as Lot 32, Riviera Estates Unrecorded Subdivision #233 and being more particularly described as follows: The southerly 140 feet of the northerly 540 feet of the westerly 165 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County; subject to an easement for ingress and egress over the southerly 25 feet thereof and together with an easement for ingress and egress over the northerly 50 feet of the southerly 95 feet of the westerly 165 feet of Lot 5, Block 21 and the northerly 50 feet of the southerly 95 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Chippeway Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 60 feet of Lot 29, Block 21 and the westerly 60 feet of the southerly 325 feet of Lot 6, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida, and shown as Nicklaus Lane on the drawing of Riviera Estates Unrecorded Subdivision #233. And together with an easement for ingress and egress over the westerly 50 feet of the easterly 190 feet of the northerly 485 feet of Lot 30, Block 21, and the westerly 50 feet of the easterly 190 feet of the southerly 325 feet of Lot 5, Block 21, Mary C. Fleming's Subdivision as recorded in Map Book 1, page 1 of the Public Records of Volusia County, Florida and shown as Timber Lane on the drawing of Riviera Estates unrecorded Subdivision #233.



Michael M. Myer FL PSM LS4006





CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9448

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

April 11, 2016

Mr. David Bass
BBCOX LLC
3802 Old Mulberry Road
Plant City, FL 33567

Dear Mr. Bass:

In response to your most recent proposal for development of property within the Riviera Estates unrecorded plat, I have been asked to prepare a written response that lays out the development requirements applicable to these properties. Please note:

Domestic Water Service: Domestic water service must be provided by connection to a water main of a minimum 2-inch diameter. Services need to be connected at the property boundary or in an appropriately designated easement. Water services must also comply with the minimum pressure requirements of Section 603.1 of the Florida Plumbing Code. If water mains are extended they need to be extended for the full width of the property.

Sewer Service: Domestic sewer service is to be provided by a gravity flow connection to a sewer main. If sewer mains are extended they need to be extended for the full width of the property.

Stormwater Management: Stormwater storage meeting the standards of Section 94-72 of the City's land development code must be provided on-site for each residential structure.

Compensatory Storage: As the Riviera Estates unrecorded subdivision is at least partially located in a flood hazard area any construction that causes fill to be placed on the property must provide compensatory storage as required by the City's flood plain management regulations or a professional engineer must certify that these requirements are not applicable.

Access: Access to property proposed for development must be provided from a paved road meeting minimum City standards or a paved driveway access a minimum of 12-feet in width approved by the City Commission.

Other Utilities: It is the property owner's responsibility to provide for electric, telephone, CATV, natural gas and other proposed services in easements or via other means suitable to the provider.

Survey and Engineering Documentation: Any plans submitted to the City for construction shall include a current survey showing the location of all existing and proposed utilities, any existing and proposed easements, location of stormwater management and flood plain management facilities along with engineering documentation, and plans detailing the proposed access. Parcels proposed for development must be defined through the City's minor plat process as set out in Section 82-243 of the land development code.

Residential Unit Construction: Construction of any residential unit on property located within the Riviera Estates unrecorded plat is required to meet all requirements of the applicable building codes and all requirements of the City of Holly Hill land development regulations as they apply to single-family dwellings. Street addresses must comply with the 911 program requirements and will be assigned by the City. The applicant is responsible for coordinating mail delivery with Post Office and providing and placing any mail receptacles the Post office may require.

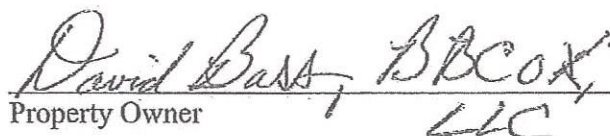
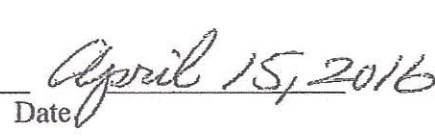
Trash Collection: Residential trash collection, recycling and yard waste collection is only provided from open and accessible streets and approved access easements. Properties developed with extended driveway access will be required to place trash, recycling and yard waste at a location accessible to the collection service as part of their normal route for the neighborhood. All waste products must be placed within an appropriate easement area or portion of the property proposed for development.

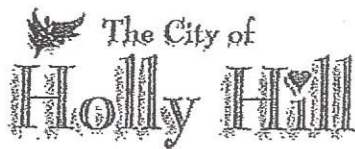
We believe this information provides a clear statement of the requirements for obtaining a building permit for properties within the Riviera Estates area.

Sincerely,


Joseph A. Forte
City Manager

DEVELOPMENTS STANDARDS AS SET FORTH IN THIS DOCUMENT
ARE UNDERSTOOD AND AGREED UPON.

 
Property Owner LLC Date



Rev. Date: 9/2014

DRIVEWAY PERMIT APPLICATION

1066 Ridgewood Avenue, Holly Hill, Florida 32117
Phone: (386) 248-9442/Fax: (386) 248-9498

Permit #: _____

PROJECT ADDRESS:**SCOPE OF WORK:** COMMERCIAL ☐ RESIDENTIAL ☐

- ☐ Asphalt Driveway W/Approach ☐ Concrete Driveway W/Approach
☐ New ☐ Replacement

PROJECT CONTACT/APPLICANT INFORMATION:

Name: _____ Job Costs: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

OWNER (IF NOT APPLICANT)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

"NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

PERSONALLY APPEARED _____ WHO ON OATH SAYS, THAT HE/SHE IS THE APPLICANT FOR THE FOREGOING, THAT ALL THE STATEMENTS MADE ON THIS APPLICATION ARE TRUE TO THE BEST OF HIS/HER KNOWLEDGE, AND THAT THE WORK TO BE DONE IS AUTHORIZED BY THE OWNER AND WILL BE DONE BY CONTRACT WITH _____ (CONTRACTOR).

Authorized Signature: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____, who is personally known to me or who has produced _____

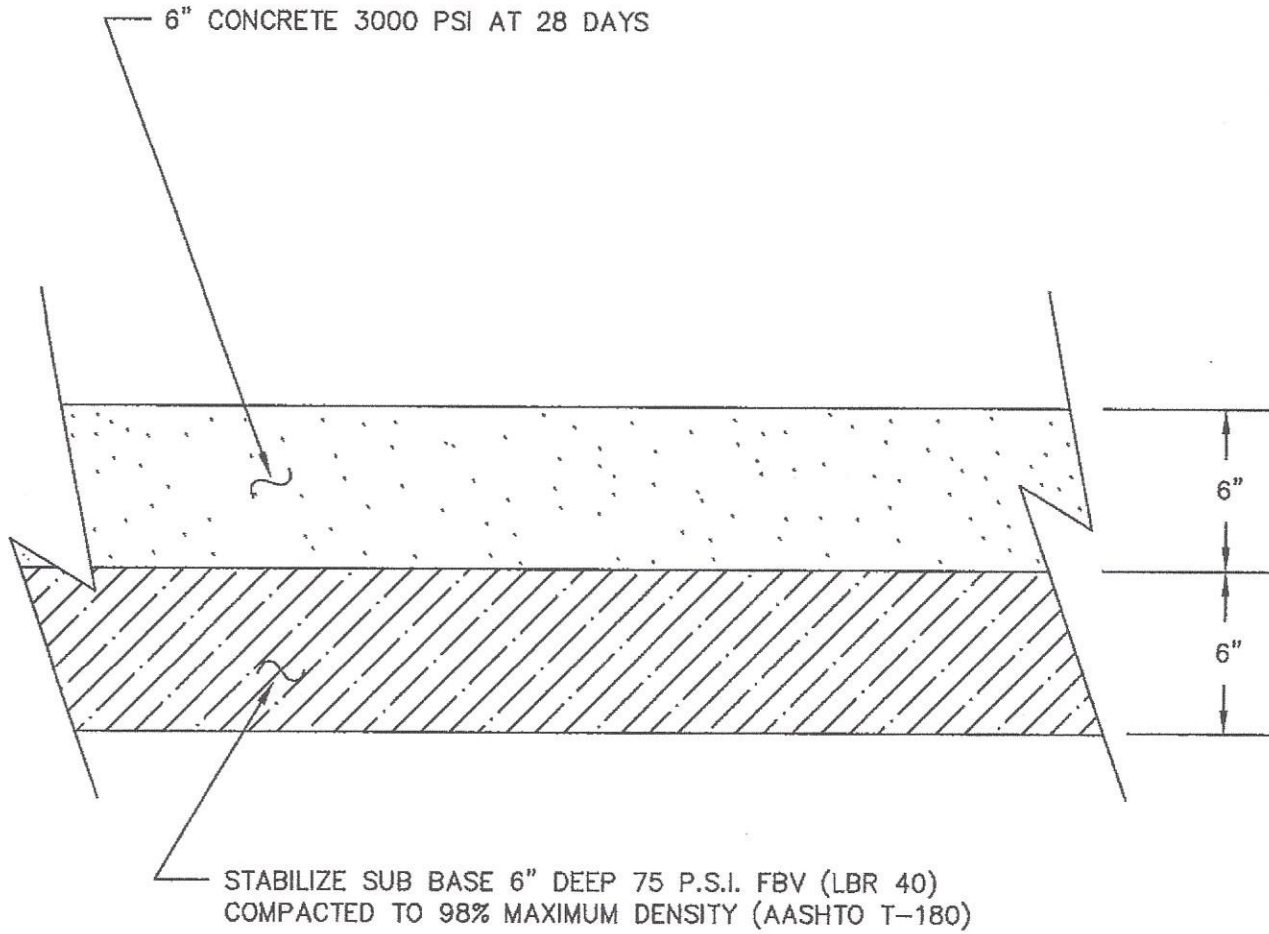
_____, Notary Public

STAMP:

THIS PERMIT SUBJECT TO THE FOLLOWING CONDITIONS:

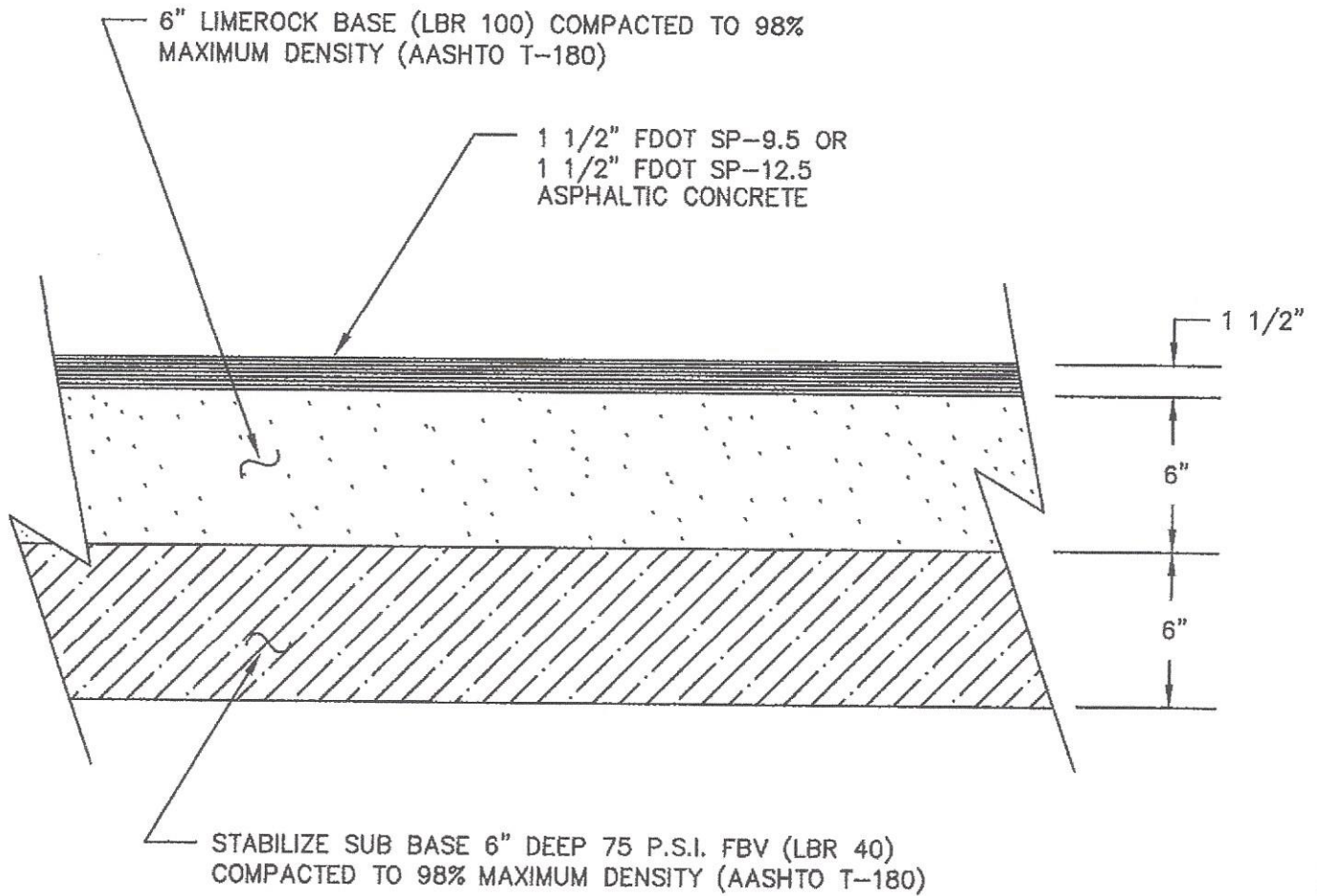
- Where driveways are to be constructed of asphalt, the portion within the right of way shall be constructed on a sub-base compacted to 98% maximum density. The base shall be a minimum of 6" of lime rock, shell rock or crushed concrete and the asphalt wearing surface shall be a minimum of 1" thick.
- Where driveways are to be constructed of concrete, the thickness shall be a minimum of 5" and the 28 day compressive strength shall be a minimum of 3000 psi.
- Owner is responsible for locating utilities and notifying appropriate agencies if applicable.





CONSTRUCTION DETAIL
CONCRETE PAVING DETAIL
NTS

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CONSTRUCTION DETAIL
ASPHALT PAVING DETAIL
NTS

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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Kurt Swartzlander
SUBJECT: Special Assessment Stormwater Agreement
NUMBER: (ID # 1384)
APPLICANT:
PLANNER:

DISCUSSION: At the June 14, 2016 commission meeting the City commission adopted an agreement with the Volusia County Property Appraiser's office for them to process the City's Stormwater Assessment at a cost of \$0.77 per assessment. Staff confused this agreement with the annual payment made to County of Volusia Revenue Division. The agreement with the property appraiser is a new agreement and new fee for this year. The property appraiser's office has never charged for this service in prior years.

FISCAL ANALYSIS: The net result is the city will be continuing to pay the county revenue division a charge of \$0.55 per assessment and will now pay the property appraiser an additional \$0.77 per assessment

STAFF RECOMMENDATION: Staff recommends approval of both agreements as this is still a more effective method of collecting the stormwater assessment despite the

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 Mayor to execute the agreement.

- County of Volusia Property Appraiser (PDF)
- County of Volusia Revenue Division (PDF)

**AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between City of Holly Hill ("Local Government"), a local government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida, by and through the Volusia County Property Appraiser** ("Property Appraiser").

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the Local Government and the Property Appraiser governing data assembly and the exchange of information between the Local Government and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the Local Government wants to enter into an agreement with the Property Appraiser for the preparation of the Local Government's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHEREAS, pursuant to § 197.3632(5)(a), Florida Statutes, the Local Government further opts to designate the Property Appraiser as the Local Government's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the county revenue division; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** Commencing with the 2016 tax year, this Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the Local Government's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties and be retroactively effective to address the administration of the Assessment for the first tax year for which this Agreement is effective, regardless of whether such administration commenced prior to the actual date of execution. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the Local Government by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the Local Government to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the Local Government

hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the Local Government's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii) certifying and submitting, in the name of the city, the non-ad valorem assessment roll to the county revenue division (a part of the department which has assumed the functions and duties of the tax collector pursuant to § 601.1(1)(a) of the Volusia County Charter) by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The Property Appraiser agrees to serve as the Local Government's designee for such limited purposes and shall provide such services on behalf of the Local Government during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the Local Government's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the Local Government's timely submittal to the Property Appraiser of the Local Government's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the Local Government remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which it will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and its general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the Local Government's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the Local Government's creation of a non-ad valorem assessment roll, cooperate with the Local Government and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto as described in **Exhibit A**. The Local Government further agrees to post the non-ad valorem assessment for each

parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the Property Appraiser in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The Local Government shall cooperate with the County in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the Local Government's proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the Local Government shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the Local Government's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the Local Government (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

5. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

6. **Additional Information.** If the Local Government determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the Local Government's purposes, the Local Government shall obtain further information from other sources.

7. **Coordination.** The Local Government shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Property Appraiser's charge to the Local Government for the units assessed pursuant to the Assessment for the 2016 tax year

and for each year thereafter unless otherwise adjusted shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the Volusia County Finance Department from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Local Government agrees to indemnify, defend, and hold harmless Volusia County and its Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by Volusia County or its Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Local Government in adopting, administering, levying, or enforcing the Assessment,

(ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to Volusia County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

City of Holly Hill

1065 Ridgewood Ave.
Holly Hill, FL
32117

WITH COPY TO:

Local Government Attorney

Scott Simpson
595 W. Granada Blvd.
Ste. A, Ormond Beach, FL
32174-9448

IF TO COUNTY:

Volusia County Property Appraiser
123 West Indiana Avenue
Room 102
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of the Florida Statutes and any duly promulgated Department of Revenue rules pertaining to the Uniform Method, including, but not limited to § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted

regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

Valerie Manning

City of Holly Hill

By:

John Penny
Chair/Mayor

ATTEST:

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

By: _____
Morgan B. Gilreath, Jr.
Property Appraiser
Volusia County, Florida

**AGREEMENT WITH VOLUSIA COUNTY
FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM ASSESSMENTS**

This Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between _____, ("Local Government") a Local Government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida** ("County").

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, the County's revenue division of the County's finance department serves as the tax collector for Volusia County pursuant to § 601.1(1)(a) of the Volusia County Charter, which has abolished the constitutional office of the tax collector and transferred such authority to such department; and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the tax collector (*i.e.*, the County) to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1)(b), Florida Administrative Code, further requires an agreement between the Local Government and the County for the merger of the non-ad valorem assessment roll or rolls with the ad valorem roll to produce one collection roll; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into a separate agreement with the County for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the County's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** Commencing with the 2016 tax year, this Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the Local Government's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties and be retroactively effective to address the administration of the Assessment for the first tax year for which this Agreement is effective, regardless of whether such administration commenced prior to the actual date of execution. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, the County's property appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the County (as Tax Collector).

1. **Merger of Assessment Rolls.** Pursuant to § 197.3632(7), Florida Statutes, and Rule 12D-004(1)(b), Florida Administrative Code, the County shall work with the Local Government to include the Local Government's non-ad valorem assessment roll in the County's combined notice for ad valorem taxes and non-ad valorem assessments as provided in § 197.3635, Florida Statutes. Separate notices of non-ad valorem assessments shall not be mailed unless otherwise warranted as a solution to the most exigent factual circumstances. In deciding whether a separate mailing is necessary, the County shall consider all costs to the Local Government and taxpayers of such separate mailing and the adverse effects of delayed and multiple notices to taxpayers. If, for whatever reason, the Local Government's non-ad valorem assessment roll cannot be merged with the County's ad valorem tax roll in the County's combined notice for taxes and assessments, the Local Government shall bear all costs associated with the provision of separate notice. Such costs are not factored into the per unit assessment rate identified in Article IV of this Agreement, and, if the County incurs any such costs on the Local Government's behalf, the County shall separately invoice the Local Government for reimbursement thereof.

2. **Software / Data Storage.** The County maintains software, which it will use to edit and store the non-ad valorem assessment roll received from the Local Government. The County will maintain the Local Government's non-ad valorem assessment roll and related programs in the same manner as other Volusia County tax data.

3. **Cooperation.** In addition to the foregoing, the County will make reasonable efforts to assist and accommodate the Local Government's collection of non-ad valorem assessments, cooperate with the Local Government and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the County's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto as described in **Exhibit A**. The Local Government further agrees to post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the County the necessary administrative costs of collection incurred by the County in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **Assessment Rate.** By September 15th of each tax year, the Local Government shall, whether by and through its chair of its local governing board or other designee or agent, certify its non-ad valorem assessment roll on compatible electronic medium, to the County's revenue division. The County shall not be liable for any delays or failure to implement the Uniform Method with regard to the Assessment if the Local Government fails to timely submit its assessment roll or otherwise submits an incompatible or incomplete assessment roll.

4. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the County's revenue division who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the County an appropriate certificate of correction.

5. **Coordination.** The Local Government shall cooperate with the County to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The County's charge to the Local Government for the units assessed pursuant to the Assessment for the 2016 tax year and for each year thereafter shall be fifty-five cents (55¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the County's revenue division as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the County's revenue division of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the County on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the County, after review of its operations and other relevant data, determines the charge should be either increased or decreased, it shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjusted charge shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the County's revenue division pursuant to this Agreement or otherwise violates § 197.3632(8)(c), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the County's revenue division objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government objects and a request for a meeting with the County's chief financial officer to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The County's chief financial officer shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the County. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the County from the revenue collected from the Assessment, regardless of whether payment has actually been collected on each parcel subject to the assessment. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse, the County may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Local Government agrees to indemnify, defend, and hold harmless the County from and against any claims, sanctions, costs, or damages imposed against or incurred by the County, including, but not limited to,

attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Local Government in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to the County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

WITH COPY TO:

Local Government Attorney

IF TO COUNTY:

Volusia County Revenue Division
123 West Indiana Avenue
Room 103
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of Section 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted

statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By:

Chair/Mayor

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

By:

James T. Dinneen

County Manager

Exhibit A



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

**City Commission
Ordinance**

MEETING DATE: July 26, 2016
FROM: Kurt Swartzlander
SUBJECT: Ordinance No. 2977 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article II (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1390)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill under Section 205.0535 of the Florida State Statutes is given the authority to levy Business Tax Receipts on all persons or entities engaged in the conduct of commerce within the City Limits. Chapter 62 (Taxation), Article II (Local business Tax Receipts) of the City of Holly Hill Code of Ordinances provides the implementation guidelines for the City to levy the annual business tax receipt. The rate structure contained within the current ordinance was implemented in 2010 and prior to that update was last amended in 1994. No rate changes have occurred since that time.

Business tax receipt registration provides the City with a method to ensure that we protect the health, safety and welfare of all of our citizens. It is essential that the City have prior knowledge of the type of business located at each address to ensure that:

- 1) Firefighters responding to fires have full knowledge of what is stored on site to prevent harm to themselves and citizens.
- 2) Utilities (consistent with DEP regulations) must have knowledge of the type of business at each location and storage or use of any materials that may pollute the water system. As required by statute, the City must report by category the different types of businesses and ensure the proper measures are in place based on type of business to prevent contamination and protect

the water system.

- 3) Police & Code Enforcement cannot apply the City's code and zoning regulations equitably without knowledge of the purported business at each location. Likewise, as officers investigate crime scenes prior knowledge of what is located on that site protects officers and citizens from harm.

Under current Florida Statute the City is allowed to increase its Business Tax Receipt Rate by 5% every other year. As a result of no rate increases since 2010 the city has foregone the opportunity of realizing over 10% increase in fees.

While the proposed increase of 5% does not offset the expenses associated with these services and they must continue to be supported through tax dollars, establishing a regular increase consistent with state statute will at a minimum place more of the burden on the property owner requiring the service and alleviate the steady increased burden to the tax payers to offset costs associated with this service.

This ordinance was previously adopted on second reading on July 14, 2016. During implementation of the rate change it was discovered that the following items were not included on the Ordinance for current BTRs:

Abstract and Title Company

Acupuncture

Adult Congregate Living Facility

Bar, Taverns, Lounges

Child Care

Cosmetologist

Distributor

Home Occupation

Rental Housing

These items have been include in the revised language for adoption at the same 5% increase.

FISCAL ANALYSIS:

While the proposed increase of 5% does not offset the expenses associated with these services and they must continue to be supported through tax dollars, establishing a regular increase consistent with state statute will at a minimum place more of the burden on the property owner requiring the service and alleviate the steady increased burden to the tax payers to offset costs associated with this service. Based on anticipated revenues for Fiscal Year 2017 it is estimated that this change would increase revenue around \$10,000 annually. The largest increase on a single BTR would be \$19.69 with an average increase of \$3.47 annually.

STAFF RECOMMENDATION: Approve first reading of Ordinance 2977 amending Chapter 62 (Taxation), Article II (Local business Tax Receipts), and Section 42 (Schedule of Tax Rates) by the statutorily allowed 5% to ensure that the services rendered are more adequately covered by fees. Failure to charge for actual cost of services rendered to specific entities forces the City to supplement the cost of the services rendered with property taxes or fund balance.

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 FIRST READING OF ORDINANCE 2977 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE.

Ordinance No. (ID # 1390)

ORDINANCE NO. 2977 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2977

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has not increased Business Tax Receipt rates since 2010; and

WHEREAS, The City of Holly Hill is desirous of increasing the Business Tax Receipts rates per the allowed amount under Florida S.S. 205.0535(4).

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 62 (Taxation), Article II (Local business Tax Receipts), Section 42 (Schedule of Tax Rates) to read as follows:

Sec. 62-42. Schedule of tax rates.

The annual amount of receipt tax to be levied and collected are hereby established in accordance with the classifications and rates set forth in the following schedule. Any businesses, professions and occupations not specifically enumerated in such schedule shall be licensed in accordance with the most reasonable comparable classifications, which may be established by resolution adopted by the city commission. These rates shall be effective August 10th, 2016.

A		
ABSTRACT & TITLE COMPANY	63.00	<u>66.15</u>
ADULT DAY CARE	63.00	<u>66.15</u>
ADULT CONGREGATE LIVING FACILITY (state license required)		

Up to 3 residents	73.50	<u>77.18</u>
Over 3 residents and up to 10 residents, each additional resident	7.35	<u>7.72</u>
Over 10 residents	157.50	<u>165.38</u>
ADVERTISING AGENT OR AGENCY	63.00	<u>66.15</u>
ADVERTISING PROMOTIONS , out-of-town firms	63.00	<u>66.15</u>
AGENCIES, AGENTS, OR REPRESENTATIVES:		
Artist, agent or solicitor for	63.00	<u>66.15</u>
Booking agent	105.00	<u>110.25</u>
Collection and claim agencies (other than lawyers)	63.00	<u>66.15</u>
Emigrant agency	210.00	<u>220.50</u>
Employment agencies	63.00	<u>66.15</u>
Publicity agents	63.00	<u>66.15</u>
Sales agents or representatives of wholesale merchandise	63.00	<u>66.15</u>
Unclassified agencies	73.50	<u>77.18</u>
ALTERATIONS, DRESSMAKER, TAILOR	63.00	<u>66.15</u>
AMBULANCE SERVICE , not connected with hospital or funeral home	63.00	<u>66.15</u>
AMUSEMENT ARCADE (see also Coin-Operated Machines)	105.00	<u>110.25</u>
AMUSEMENT RIDES , ferris wheel, merry-go-round, etc. .	210.00	<u>220.50</u>
ANIMAL GROOMING .	63.00	<u>66.15</u>
ANIMAL HOSPITAL	63.00	<u>66.15</u>
ANTIQUE DEALERS	105.00	<u>110.25</u>
APARTMENT HOUSES AND ROOMINGHOUSES (5 rooms exempt for owner living quarters):		
Up to 10 rooms	63.00	<u>66.15</u>
Plus per each room over 10 .	2.10	<u>2.21</u>
Serving meals (see Restaurant, etc.)		
APPRAISER , jewelry, precious gem, coin and or metal	73.50	<u>77.18</u>
ARCHERY RANGES	105.00	<u>110.25</u>
ARCHITECT , landscape and structural (see Professions And Trades)		
ARMORED CAR SERVICE AGENCY	63.00	<u>66.15</u>
ARMS DEALER , alone or in conjunction with any other business	105.00	<u>110.25</u>
ATHLETIC CLUB (see Health, Fitness, Athletic Clubs and Health Spas)		
AUCTION SALES , regularly conducted from an established place of business, each place of business	157.50	<u>165.38</u>
Per day	52.50	<u>55.13</u>
AUCTIONEER:		
Per day	31.50	<u>33.08</u>
Per year	63.00	<u>66.15</u>
AUDITING (see Bookkeeping, Accounting and Auditing; see also Professions And Trades, C.P.A.)		

AUTO PARTS, TIRES AND ACCESSORIES (see Merchant)		
AUTOMOBILE OR TRUCK DEALER , handling, buying, selling:		
Offering for sale new and used automobiles or trucks	236.25	<u>248.06</u>
Car wash (see Coin-Operated Machines)	63.00	<u>66.15</u>
Detailing	63.00	<u>66.15</u>
Dismantle and salvage yard	210.00	<u>220.50</u>
Gasoline and oil filling station:		
First pump nozzles	63.00	<u>66.15</u>
Each additional pump nozzle	6.30	<u>6.62</u>
Livery, with or without drivers	63.00	<u>66.15</u>
Repair shop	63.00	<u>66.15</u>
Storage garage	63.00	<u>66.15</u>
Used cars and trucks only	105.00	<u>110.25</u>
Paint and body shop	84.00	<u>88.20</u>
Body shop (no painting)	63.00	<u>66.15</u>
Recapping tires	157.50	<u>165.38</u>
Rent-a-car agency (see Rental Services)		
Wrecker/towing:		
First vehicle	63.00	<u>66.15</u>
Each additional vehicle	21.00	<u>22.05</u>
B		
BAIL BONDSMAN , limited surety agent	105.00	<u>110.25</u>
BAIT DEALER	63.00	<u>66.15</u>
BAKERIES	63.00	<u>66.15</u>
BALLOON OR CANE PEDDLERS , per day	31.50	<u>33.08</u>
BANKS (see Financial Institutions Or Companies)		
BAR , Taverns, Lounges	63.00	<u>66.15</u>
BARBER, BEAUTY AND/OR COSMETOLOGY SHOP:		
One to 4 chairs	63.00	<u>66.15</u>
Each additional chair	10.50	<u>11.03</u>
BATHS , where fee is charged and not connected with other business:		
Russian, Turkish, Steam and/or Massage	105.00	<u>110.25</u>
BICYCLE SHOPS	63.00	<u>66.15</u>
BILLBOARDS (see Outdoor Advertising)		
BILLIARDS, POOL OR BAGATELLE PARLORS:		
One table	105.00	<u>110.25</u>
Each additional table	21.00	<u>22.05</u>
BOAT AND/OR WATERCRAFT (see also Marina):		
Dealer, new and used	236.25	<u>248.06</u>

Used only	105.00	<u>110.25</u>
Excursion/charter	210.00	<u>220.50</u>
Builders	105.00	<u>110.25</u>
Yard or works	157.50	<u>165.38</u>
BOND AND INVESTMENT DEALERS , including stocks, bonds and mortgages	105.00	<u>110.25</u>
BOOKKEEPING, ACCOUNTING, AND AUDITING (see also Professions And Trades)	73.50	<u>77.18</u>
BOOT AND SHOE REPAIR SHOP	63.00	<u>66.15</u>
BOTTLING WORKS	105.00	<u>110.25</u>
BOWLING ALLEY:		
First alley	105.00	<u>110.25</u>
Each additional alley	21.00	<u>22.05</u>
BURGLAR ALARM (see Security And Monitoring Systems)		
BUS COMPANY (inner-city)	105.00	<u>110.25</u>
BUS STATIONS , on interstate business only	105.00	<u>110.25</u>
BUSINESS SERVICES (fax, copying, shipping, mailing, etc.)	63.00	<u>66.15</u>
C		
CABARETS (see Nightclubs, Amusement Centers)		
CABLE TV COMPANY	210.00	<u>220.50</u>
CARNIVAL, CIRCUS, OR MINSTREL SHOWS (must be approved by commission) per day	236.25	<u>248.06</u>
CARPET CLEANER	63.00	<u>66.15</u>
CARPET INSTALLATION AND REPAIR	63.00	<u>66.15</u>
CATERING SERVICE	63.00	<u>66.15</u>
CHILD CARE	63.00	<u>66.15</u>
CHIMNEY CLEANER	63.00	<u>66.15</u>
COIN-OPERATED MACHINES:		
(1) Music playing, picture or weighing machines, pinball, skill games, operated for profit, each machine	21.00	<u>22.05</u>
(2) Vending machines or slot machines operated for profit and not in violation of state law, \$0.05 or more, each	10.50	<u>11.03</u>
(3) Cigarette machines, exempt per state statute		
COLD STORAGE:		
Fur	63.00	<u>66.15</u>
Food	63.00	<u>66.15</u>
COMPUTER CONSULTANT (see Professions And Trades)		
COMPUTER SERVICE AND MAINTENANCE	63.00	<u>66.15</u>
CONSIGNMENT DEALERS:		
Up to 5 rental spaces	63.00	<u>66.15</u>
Each additional space	5.25	<u>5.51</u>
CONTRACTORS:		

Building (no reduction for half year)	105.00	<u>110.25</u>
General (no reduction for half year)	105.00	<u>110.25</u>
Residential (no reduction for half year)	105.00	<u>110.25</u>
CONTRACTORS AND SUBCONTRACTORS:		
Air conditioning, classes A, B and C	105.00	<u>110.25</u>
Aluminum installers	63.00	<u>66.15</u>
Asphalt maintenance	63.00	<u>66.15</u>
Awnings (all types and/or storm shutters)	63.00	<u>66.15</u>
Carpenter	63.00	<u>66.15</u>
Drainage and sewer excavating	210.00	<u>220.50</u>
Dredging	105.00	<u>110.25</u>
Electrical	105.00	<u>110.25</u>
Elevators and escalators	63.00	<u>66.15</u>
Fencing	63.00	<u>66.15</u>
Flooring and sanding	63.00	<u>66.15</u>
Foundation or general excavating	63.00	<u>66.15</u>
Garage doors	63.00	<u>66.15</u>
General AA and residential inactive license	31.50	<u>33.08</u>
Glass and glazing	63.00	<u>66.15</u>
House moving/wrecking	63.00	<u>66.15</u>
Insulation	63.00	<u>66.15</u>
Irrigation	63.00	<u>66.15</u>
Landscaping	63.00	<u>66.15</u>
Maintenance (housecleaning, windows, etc.)	63.00	<u>66.15</u>
Masonry	63.00	<u>66.15</u>
Mechanical	105.00	<u>110.25</u>
Signs	63.00	<u>66.15</u>
Ornamental iron, bronze, steel, etc	105.00	<u>110.25</u>
Painting and paperhanging (residential and commercial)	63.00	<u>66.15</u>
Paving and grading	210.00	<u>220.50</u>
Plastering and drywall	63.00	<u>66.15</u>
Plumbing and gas fitting and stream fitting	105.00	<u>110.25</u>
Pool:		
Class A, commercial pools and spas	105.00	<u>110.25</u>
Class B, residential pools and spas	105.00	<u>110.25</u>
Class C, servicing	105.00	<u>110.25</u>
Pressure cleaning	63.00	<u>66.15</u>
Roofing and/or sheet metal	63.00	<u>66.15</u>
Sandblasting	63.00	<u>66.15</u>
Septic tanks (bond required), special disposition	63.00	<u>66.15</u>
Structural steel	105.00	<u>110.25</u>
Tile, terrazzo, marble and granite	63.00	<u>66.15</u>

Tree surgery	63.00	<u>66.15</u>
Trucking and bulldozing	105.00	<u>110.25</u>
Welder	63.00	<u>66.15</u>
Well drilling, pumps and irrigation, non-city water system	63.00	<u>66.15</u>
Windows	63.00	<u>66.15</u>
Venetian blinds	63.00	<u>66.15</u>
Unclassified subcontractors	73.50	<u>77.18</u>
COUNCILING AND REFERRAL SERVICES	73.50	<u>77.18</u>
COURT REPORTER	73.50	<u>77.18</u>
CREDIT BUREAU	105.00	<u>110.25</u>
D		
DAIRY PRODUCTS , milk, etc., sale and delivery	63.00	<u>66.15</u>
DANCE HALL	105.00	<u>110.25</u>
DANCING:		
Studio	63.00	<u>66.15</u>
Teacher, each	21.00	<u>22.05</u>
DELIVERY OF GOODS BY SPECIAL DELIVERY	63.00	<u>66.15</u>
DETECTIVE:		
Class A, private investigative agency	105.00	<u>110.25</u>
Class B, watchman, guard or patrolman agency	105.00	<u>110.25</u>
Class C, private detective	105.00	<u>110.25</u>
DISC JOCKEY	63.00	<u>66.15</u>
DISTRIBUTOR	63.00	<u>66.15</u>
DRESSMAKER (see Alterations, Dressmaker, Tailor)		
DRY CLEANING (see Laundries)		
E		
ELECTRIC LIGHT COMPANY	315.00	<u>330.75</u>
EXCURSION BOATS (see Boat And/Or Watercraft, excursion/charter)		
EXPRESS COMPANY , including terminal on interstate business only	157.50	<u>165.38</u>
EXTERMINATORS , state license required	105.00	<u>110.25</u>
F		
FINANCIAL INSTITUTIONS OR COMPANIES:		
Banks and trust companies	210.00	<u>220.50</u>
Building and loan associations	210.00	<u>220.50</u>
Credit unions	210.00	<u>220.50</u>
Finance companies and discount companies, liquidating accounts whether purchased or not	210.00	<u>220.50</u>
Money lenders, except banks	210.00	<u>220.50</u>

Personal finance companies	210.00	<u>220.50</u>
FLEA MARKET:		
Operator (see Market)		
Participant (see Market)		
FLORIST	63.00	<u>66.15</u>
FUNERAL DIRECTOR (see Professions And Trades)		
FUNERAL HOME OR CHAPEL	63.00	<u>66.15</u>
G		
GARBAGE COLLECTORS (see Sanitation, Garbage Collectors, Recycling Collectors)		
GARDENERS AND CARETAKERS (see Lawn Maintenance and Gardening)		
GAS COMPANIES:		
Distributing through pipe lines, natural gas	210.00	<u>220.50</u>
Bottled gas, wholesale (merchants receipt required if anything sold other than their product)	168.00	<u>176.40</u>
Bottled gas, retail	84.00	<u>88.20</u>
GAS PUMPS (see Automobile Or Truck Dealer)		
GASOLINE, FUEL OIL AND OTHER PETROLEUM PRODUCTS:		
Wholesale	178.50	<u>187.43</u>
Retail delivery, each wagon or truck	52.50	<u>55.13</u>
GLASS TINTING AND COATING	78.75	<u>82.69</u>
GOLF LINKS:		
Regular	210.00	<u>220.50</u>
Miniature	105.00	<u>110.25</u>
Driving range	105.00	<u>110.25</u>
H		
HALLS , public or for hire	105.00	<u>110.25</u>
HEALTH, FITNESS, ATHLETIC CLUBS AND HEALTH SPAS (see also Swimming Pools)	63.00	<u>66.15</u>
Sponsored matches, per day	63.00	<u>66.15</u>
HOME OCCUPATIONAL LICENSE	63.00	<u>66.15</u>
HORSES AND PONIES , for riding purposes	63.00	<u>66.15</u>
HOSPITALS AND SANITARIUMS , operated for profit	210.00	<u>220.50</u>
HOUSE CLEANING , residential only (see Janitorial Service)	78.75	<u>82.69</u>
HOUSEHOLD MOVING COMPANIES	73.50	<u>77.18</u>
I		
ICE:		
Peddler or distributor, not being licensed as manufacturer	31.50	<u>33.08</u>

Each truck (see Restaurant)		
Manufacturer (see Manufacturer)		
ICE CREAM VENDOR , truck or wagon (see Restaurant, etc.)		
INCOME TAX PREPARATIONS (see Tax Service)		
INSURANCE:		
Agency, all forms	73.50	<u>77.18</u>
Company, all forms, each company	73.50	<u>77.18</u>
Agents, each	42.00	<u>44.10</u>
Adjusters, independent of companies	42.00	<u>44.10</u>
INVESTMENT COUNSELORS	73.50	<u>77.18</u>
INVESTMENT DEALER	105.00	<u>110.25</u>
J		
JANITORIAL SERVICE (residential and commercial)	131.25	<u>137.81</u>
JUNK DEALER (see Salvage Dealer)		
K		
KENNEL (breeding, buying, selling, boarding or owning) 3 or more animals	63.00	<u>66.15</u>
KINDERGARTENS (see Schools)		
L		
LABORATORY , analytical or chemical	63.00	<u>66.15</u>
LAND DEVELOPMENT COMPANY OR AGENCY	210.00	<u>220.50</u>
LANDSCAPING (see Contractors And Subcontractors)		
LAUNDRIES:		
Washaterias (coin-operated laundries)	73.50	<u>77.18</u>
Mechanical or steam laundries, including dry cleaning	105.00	<u>110.25</u>
Dry cleaners	73.50	<u>77.18</u>
Cleaning supply services (linen, diapers, uniforms, etc.) includes trucks	63.00	<u>66.15</u>
Branch or pickup station	26.25	<u>27.56</u>
LAWN MAINTENANCE AND GARDENING	63.00	<u>66.15</u>
LIVESTOCK DEALER	63.00	<u>66.15</u>
LOCKSMITHS AND KEY MAKERS	63.00	<u>66.15</u>
LOUDSPEAKER APPARATUS	63.00	<u>66.15</u>
LUMBER YARDS	105.00	<u>110.25</u>
M		
MACHINE SHOP, BLACKSMITH SHOP, OR GENERAL REPAIR SHOP (not connected with auto)	105.00	<u>110.25</u>
MAID SERVICE (see House Cleaning; see also Janitorial Service)		
MAIL ORDER OFFICE (other than freight)	63.00	<u>66.15</u>
MAILING SERVICE (see Business Services)		

MAINTENANCE SERVICE (see Contractors And Subcontractors)		
MANUFACTURERS:		
Each plant with 5 or less employees	63.00	<u>66.15</u>
Each plant with 6 to 10 employees	105.00	<u>110.25</u>
Each plant with 11 to 25 employees	157.50	<u>165.38</u>
Each plant with 26 to 100 employees	210.00	<u>220.50</u>
Each plant with more than 100 employees	262.50	<u>275.63</u>
MARINA	157.50	<u>165.38</u>
MARKET:		
Operator	105.00	<u>110.25</u>
Participant, per day	5.25	<u>5.51</u>
Participant, per year	63.00	<u>66.15</u>
MASSAGE (see Baths)		
MEAT MARKET , when not licensed as merchant	63.00	<u>66.15</u>
MEAT PACKERS (see Packinghouse)		
MEDIA/VIDEO PRODUCTION , video service	63.00	<u>66.15</u>
MEDICAL TREATMENT CLINIC (see also Professions And Trades for doctors, physicians, surgeons and specialists)	63.00	<u>66.15</u>
MERCHANT:		
Retail merchant, not otherwise specifically classified herein, with a value of stock of (subject to affidavits):		
First \$10,000.00 of inventory value	63.00	<u>66.15</u>
\$10,001.00 to \$25,000.00 inventory value	115.50	<u>121.28</u>
\$25,001.00 to \$50,000.00 inventory value	183.75	<u>192.94</u>
\$50,001.00 to \$100,000.00 inventory value	236.25	<u>248.06</u>
Over \$100,000.00 inventory	315.00	<u>330.75</u>
Whenever in this schedule a receipt tax is based upon or determinable by the "value of stock carried," the value of stock carried shall be the cost value of the average stock in trade and merchandise on hand, including consignment merchandise, for the prior fiscal year. Where the receipt is not a renewal or the licensee has not completed one fiscal year, then the value of stock carried shall be the cost value of all stock in trade and merchandise on hand as of the date of commencement of business. The true value of all stock carried, as above defined, shall be stated by the applicant in his application for a receipt or for a renewal of receipt. If an applicant for a receipt fails or refuses to state or set forth the value of stock carried, or sets forth such value inaccurately, the receipt officer shall fix and determine such value from any information in his possession, and the value so fixed shall be used to determine the amount of receipt fee due the city.		
MIMEOGRAPHING, MULTIGRAPHING, DITTO, AND	63.00	<u>66.15</u>

LITHOGRAPHING		
MOBILE COMMUNICATIONS AND SERVICE, cellular	105.00	<u>110.25</u>
MOTELS, HOTELS, TOURIST COURTS, MOTOR COURTS, AND CABIN COURTS:		
Not exceeding 5 units	63.00	<u>66.15</u>
Each additional unit	2.10	<u>2.21</u>
Serving meals (see Restaurant, etc.)		
MOTORCYCLES, MOTOR SCOOTERS, dealer or agent:		
New	236.25	<u>248.06</u>
Used	105.00	<u>110.25</u>
MOVING AND FREIGHT	73.50	<u>77.18</u>
MUSEUM	63.00	<u>66.15</u>
N		
NAIL MANICURIST	63.00	<u>66.15</u>
NEWSPAPER AND MAGAZINE AGENCY AND DISTRIBUTOR, not otherwise listed	63.00	<u>66.15</u>
NEWSPAPER PUBLISHER, including job printing	105.00	<u>110.25</u>
NIGHT CLUBS, AMUSEMENT CENTERS or other places where dancing is permitted or entertainment given whether a charge is made therefore or not, in addition to other licenses applicable and as otherwise provided herein	63.00	<u>66.15</u>
NURSERY, day care (see Schools)		
NURSERY, flowers, plants, etc.	63.00	<u>66.15</u>
NURSING OR CONVALESCENT HOMES, state license required:		
1 to 10 beds	73.50	<u>77.18</u>
Each additional bed	2.10	<u>2.21</u>
O		
OUTDOOR ADVERTISING, where permitted	210.00	<u>220.50</u>
P		
PACKINGHOUSE:		
Fruit	63.00	<u>66.15</u>
Meat	157.50	<u>165.38</u>
Vegetables	63.00	<u>66.15</u>
PATROL SERVICES (see Detective)		
PAWNBROKER AND SIMILAR AGENCIES, where personal property as security for loan is taken into custody of the lender	393.75	<u>413.44</u>
PEAT MOSS SALE FROM TRUCK, STAND (see Merchant)		
PET SHOP (see also Kennel)	63.00	<u>66.15</u>
PHARMACY (see Merchant)		
PHOTOGRAPHERS AND PHOTO SHOPS:		

Itinerant portrait solicitors and agents without licensed place of business in city	105.00	<u>110.25</u>
Permanently located photographers with studio but not engaged in selling photo supplies	63.00	<u>66.15</u>
PIANO TUNER	31.50	<u>33.08</u>
PISTOL RANGE (see Shooting Galleries And/Or Ranges)		
POLYGRAPH SERVICE	63.00	<u>66.15</u>
PRECIOUS METALS DEALER (see Merchant)		
PRINTING, BLUEPRINTING, PHOTOSTAT , etc., not connected with newspaper	63.00	<u>66.15</u>
PRIVATE INVESTIGATOR (see Detective)		
PRODUCE STAND (see Merchant)		
PROFESSIONAL OFFICE	73.50	<u>77.18</u>
PROFESSIONS AND TRADES:		
Acupuncture	73.50	<u>77.18</u>
Analytical chemists	73.50	<u>77.18</u>
Architects (charge each)	73.50	<u>77.18</u>
Artist (charge each)	73.50	<u>77.18</u>
Attorneys at law (charge each)	73.50	<u>77.18</u>
Business advisory services	73.50	<u>77.18</u>
Certified public accountant (charge each)	73.50	<u>77.18</u>
Chiropodist (charge each)	73.50	<u>77.18</u>
Chiropractor (charge each)	73.50	<u>77.18</u>
Civil engineer or surveyor (see within this title Engineer; see also within this title Surveyor)		
Computer consultant	73.50	<u>77.18</u>
Cosmetologist	73.50	<u>77.18</u>
Data processing and services	73.50	<u>77.18</u>
Dentist (charge each)	73.50	<u>77.18</u>
Dietician	73.50	<u>77.18</u>
Doctors, physicians, surgeons and specialists (charge each)	73.50	<u>77.18</u>
Draftsman (charge each)	73.50	<u>77.18</u>
Druggist (charge each)	73.50	<u>77.18</u>
Electrologists, electrolysis (charge each)	73.50	<u>77.18</u>
Engineer	73.50	<u>77.18</u>
Freelance planner	73.50	<u>77.18</u>
Funeral director (charge each)	73.50	<u>77.18</u>
Homeopathic physicians (charge each)	73.50	<u>77.18</u>
Hypnotist	73.50	<u>77.18</u>
Interior decorators, designers	73.50	<u>77.18</u>
Laboratory technicians	73.50	<u>77.18</u>
Mortgage brokers	73.50	<u>77.18</u>

Opticians, optometrists, oculists, ophthalmologists (charge each)	73.50	<u>77.18</u>
Osteopath (charge each)	73.50	<u>77.18</u>
Physical culturists (charge each)	73.50	<u>77.18</u>
Property manager	73.50	<u>77.18</u>
Physiotherapists, psychiatrists and psychologists (charge each)	73.50	<u>77.18</u>
Research and developing	73.50	<u>77.18</u>
Secretarial	73.50	<u>77.18</u>
Surveyor, aerial/land	73.50	<u>77.18</u>
Writer	73.50	<u>77.18</u>
Veterinarian	73.50	<u>77.18</u>
Unclassified professions and trades, each	73.50	<u>77.18</u>
PUBLIC STENOGRAPHERS	73.50	<u>77.18</u>
R		
RADIO STATION AND/OR TELEVISION STATION	157.50	<u>165.38</u>
RADIO, TELEVISION REPAIR SHOP	63.00	<u>66.15</u>
REAL ESTATE FIRMS	63.00	<u>66.15</u>
Each broker	31.50	<u>33.08</u>
Each appraiser	31.50	<u>33.08</u>
Each agent, salesman or solicitor	31.50	<u>33.08</u>
RECORDING STUDIO	63.00	<u>66.15</u>
RENTAL HOUSING	52.50	<u>55.13</u>
RENTAL SERVICES:		
Appliances and furniture rental	105.00	<u>110.25</u>
Equipment rental (not including trucks and trailers)	105.00	<u>110.25</u>
Recreational vehicles	105.00	<u>110.25</u>
Rent-a-car agency only	105.00	<u>110.25</u>
Trailer rentals	63.00	<u>66.15</u>
U-drive it (car and truck rental):		
Per location, up to 5 vehicles	105.00	<u>110.25</u>
Each additional vehicle over 5	2.10	<u>2.21</u>
REPAIR SHOP, miscellaneous	63.00	<u>66.15</u>
REST, RETIREMENT HOMES:		
Up to 3 residents exclusive of staff	73.50	<u>77.18</u>
Plus for each additional resident over 3 residents and up to 10	7.35	<u>7.72</u>
Over 10 residents	157.50	<u>165.38</u>
Note: the first 2 categories must have required state approval		
RESTAURANT, COFFEE SHOP, CAFE, CAFETERIA, DINING ROOM, TEA ROOM, LUNCH COUNTER, LUNCH STAND, WALKUP WINDOW:		
12 chairs and/or stools	63.00	<u>66.15</u>
13--30 chairs and/or stools	84.00	<u>88.20</u>
More than 30 chairs and/or stools	105.00	<u>110.25</u>

Drive-in service window, in addition to seating count	84.00	<u>88.20</u>
Concession wagon/truck	63.00	<u>66.15</u>
Concession wagon/truck prepackaged food	63.00	<u>66.15</u>
Wagon/truck each additional	21.00	<u>22.05</u>
REUPHOLSTERY REPAIR SHOP	63.00	<u>66.15</u>
ROOMINGHOUSE , not permitting serving of meals with lodging (more than 10 rooms, license as hotel required)	63.00	<u>66.15</u>
S		
SALES OFFICE	63.00	<u>66.15</u>
SALVAGE DEALER	210.00	<u>220.50</u>
SANITATION, GARBAGE COLLECTORS, RECYCLING COLLECTORS	63.00	<u>66.15</u>
SCHOOLS , day care, nursery, private, kindergarten	63.00	<u>66.15</u>
SCISSORS, SAW FILING	63.00	<u>66.15</u>
SCREEN PRINTING	63.00	<u>66.15</u>
SECURITY AND MONITORING SYSTEMS	105.00	<u>110.25</u>
SECURITY GUARD AND PATROL SERVICE (see Detective)		
SEPTIC TANK SERVICE , installation and cleaning	105.00	<u>110.25</u>
SHIPPING SERVICE	63.00	<u>66.15</u>
SHOOTING GALLERIES AND/OR RANGES	105.00	<u>110.25</u>
SIGN PAINTER	31.50	<u>33.08</u>
SKATING RINK	210.00	<u>220.50</u>
SOLICITORS , telephone (see Telephone Solicitor)		
SOUND EQUIPMENT , installation and service	63.00	<u>66.15</u>
STEAM BATH (see Baths)		
STOCKBROKER (see Bond And Investment Dealers)		
STONE ART WORKER	31.50	<u>33.08</u>
STORAGE AND BONDED WAREHOUSE	63.00	<u>66.15</u>
SWIMMING POOLS , indoor/outdoor, alone or connected with any other business operated for profit	210.00	<u>220.50</u>
T		
TAILOR (see Alterations, Dressmaker, Tailor)		
TAX SERVICE	73.50	<u>77.18</u>
TAXICAB COMPANY , each vehicle	63.00	<u>66.15</u>
TELEGRAPH COMPANIES , intrastate only	236.25	<u>248.06</u>
TELEMARKETING	105.00	<u>110.25</u>
TELEPHONE ANSWERING SERVICE	63.00	<u>66.15</u>
TELEPHONE COMPANY	236.25	<u>248.06</u>
TELEPHONE SOLICITOR	210.00	<u>220.50</u>
THEATER TICKET BROKER (see Ticket Broker)		
THEATERS , moving picture or places of amusement	210.00	<u>220.50</u>

Each seat	0.26	<u>0.27</u>
Drive-in, each parking space	0.74	<u>0.78</u>
THRIFT STORE (see Used And Secondhand Articles)		
TICKET BROKER , entertainment .	210.00	<u>220.50</u>
TRAILER PARKS, MOBILE HOME PARKS:		
Not exceeding 10 spaces	115.50	<u>121.28</u>
Each additional unit space	4.20	<u>4.41</u>
TRAILER SALES (see also Rental Services)	105.00	<u>110.25</u>
TRAVEL BUREAU OR AGENCY	105.00	<u>110.25</u>
TREE SURGERY (see Contractors And Subcontractors)		
U		
UNCLASSIFIED , any person doing business in the city, whether having an established place of business or otherwise, not specially enumerated in this list, shall pay an annual receipt tax of	73.50	<u>77.18</u>
USED AND SECONDHAND ARTICLES , dealers not otherwise classified in this schedule	105.00	<u>110.25</u>
Every person who shall deal in used, secondhand and/or damaged articles or property by purchasing or selling the same, either acting as principal or agent, whether licensed under this subsection or otherwise, shall keep a full, true record of each and every transaction of his business, showing from whom and when each article was purchased and to whom the same was sold, with a description of each article, on books or records to be supplied by the city, such records to be open to inspection by any member of the police department at any reasonable hour; a duplicate, verified copy of such records shall be filed with the chief of police, on Monday of each week by the licensee.		
V		
VEHICLE REPOSSESSION	63.00	<u>66.15</u>
VENDING COMPANY (see also Coin-Operated Machines)	63.00	<u>66.15</u>
W		
WELDING SHOP (see Contractors and Subcontractors)		
WINDOWS (see Glass Tinting And Coating; see also Contractors And Subcontractors)		
WRECKERS:		
First vehicle (see Automobile Or Truck Dealer)		
Each additional vehicle (see Automobile Or Truck Dealer)		
WRITER (see Professions and Trades)		

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.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2016, for first reading.



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

**City Commission
Ordinance**

MEETING DATE: July 26, 2016
FROM: Thomas Harowski
SUBJECT: An Ordinance of the City of Holly Hill, Florida Amending, the Land Development Regulations, by Amending Section 114-765 Schedule of Dimensional Requirements to Amend the Front Yard Setback of the R-1 Single-Family Zoning District ; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1377)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: This proposal is to amend the front yard setbacks in the R-1 Single-Family Zoning District to reduce the minimum front yard setback to 30 feet and to provide regulations for corner lots fronting Riverside Drive.

BACKGROUND: The Board of Planning and Appeals conducted a study of front yard setbacks in the R-1 Single-Family Residential Zoning District following a series of variance applications for relief from the 35 foot front yard requirement. As a result of the study, the BOPA made a recommendation to the City Commission for modifications to the zoning requirements. The proposal was discussed by the City Commission and the BOPA at a workshop on June 28, 2016 and direction was given to prepare an ordinance for consideration.

DISCUSSION: After extensive discussion at the joint workshop, the City Commission asked the staff to prepare an ordinance proposal to reduce the front yard setback in the R-1 Zoning District from 35 feet to 30 feet. The City Commission was concerned about making this change on corner lots fronting Riverside Drive as it was believed the lesser setback on the side street would impact views to the river which had long been established. Therefore, the proposal contains a specific requirement in the form of a note to the Table of Dimensional Requirements that for properties fronting on Riverside Drive, the front yard setback on the secondary street will remain at 35 feet.

A draft ordinance has been prepared for the City Commissions consideration including a modified Section 114-765 Schedule of Dimensional Requirements. A copy of the ordinance with the modified table is attached.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Consider adoption of the proposed amendment.

ATTACHMENTS:

- Exhibit A - Front Yard Setbacks - Ord. 2976 (PDF)

Ordinance No. (ID # 1377)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY AMENDING SECTION 114-765 SCHEDULE OF DIMENSIONAL REQUIREMENTS TO AMEND THE FRONT YARD SETBACK OF THE R-1 SINGLE-FAMILY ZONING DISTRICT ; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2976

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING SECTION 114-765 SCHEDULE OF DIMENSIONAL REQUIREMENTS TO AMEND THE FRONT YARD SETBACK OF THE R-1 SINGLE-FAMILY ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Section 114-765 Schedule of Dimensional Requirements shall be amended to reduce the R-1 Front Yard Setback from 35 feet to 30 feet as shown in Attachment "A", and to include a note requiring front yards on secondary streets for lots fronting on Riverside Drive to be 35 feet as shown in Attachment "A".

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

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

Section 4. That this Ordinance shall be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective upon adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2016 for first reading.

Sec. 114-765. Schedule of dimensional requirements.

Dimensional requirements for tracts and lots are as follows:

Zoning District	Use	Min. Project Area	Min. Frontage (feet)	Max Density (dupa)	Min Lot Area (square feet)	Min. Lot Width (feet)	Min Lot Depth (feet)	Required Yards			Project Perimeter Setback (feet)	Min. Building Separation (feet)	Max Building Height (feet)	Max Building Length (feet)	Min. Floor Area (square feet)	Max. Lot Coverage (percent)
								Front	Rear	Side						
C-F	All permitted uses	20,000 sq. ft.	100	NA	20,000	100	None	50	30	20	None	NA	30	None	None	None
R-1	Single-family	10,500 sq. ft.	90	NA	10,500	90	115	30 ⁸	30	10	None	NA	30	None	1,350	30
R-2	Single-family	7,500 sq. ft.	75	NA	7,500	75	100	30	20	8	None	NA	30	None	1,000	35
R-3	Single-family	6,000 sq. ft.	60	NA	6,000	60	100	25	20	7.5	None	NA	30	None	800	35
R-4	Single-family	40,000 sq. ft.	150	See article II, division 3, subdivision V, of this chapter for applicable requirements												
R-4A	Single-family	7,500 sq. ft.	75	7	NA	NA	NA	NA	NA	NA	30	20/0 ³	30	None	1,000	30
	Duplex	10,000 sq. ft.	100	7	NA	NA	NA	NA	NA	NA	30	20/0 ³	30	None	900	30
	Tirplex	15,000 sq. ft.	150	7	NA	NA	NA	NA	NA	NA	30	20/0 ³	30	None	900	30
	Quadrplex	20,000 sq. ft.	150	7	NA	NA	NA	NA	NA	NA	30	20/0 ³	30	None	900	30
	Townhouse	40,000 sq. ft.	170	7	NA	NA	NA	NA	NA	NA	30	20/0 ³	35	200	900	35
R-5	Single-family	7,500 sq. ft.	75	NA	7,500	75	100	25	30	10	None	NA	30	None	1,000	30
	Two-family	10,000 sq. ft.	100	NA	5,000	100	100	25	30	10	None	NA	30	None	900	30
R-6	Single-family	7,500 sq. ft.	75	NA	7,500	75	100	25	20	7.5	35	NA	30	None	900	30
	Two-family	10,000 sq. ft.	100	NA	5,000	100	100	25	30	10	35	NA	30	None	900	30
	Townhouse	40,000 sq. ft.	170	12	1,080	18	60	25	30	0	35	25	35	200	900	35
	Multifamily	40,000 sq. ft.	150	12	40,000	150	150	25	25	15	35	None	35	200	900 ⁴	35
R-7	Single-family	7,500 sq. ft.	75	NA	7,500	75	100	25	20	7.5	None	NA	30	None	1,000	30
	Two-family	10,000 sq. ft.	100	NA	5,000	100	100	25	30	10	None	None	30	None	900	30
	Multifamily	40,000 sq. ft.	150	16	11,000	100	100	25	25	20	25	25	30	200	750 ⁴	35
R-8	Single-family	7,500 sq. ft.	75	NA	7,500	75	100	25	30	10	None	None	30	None	1,000	30
	Two-family	10,000 sq. ft.	100	NA	10,000	100	100	25	30	10	None	None	30	None	900	30
	Multifamily	40,000 sq. ft.	150	20	NA	150	150	25	25	15	25	None	30	200	750 ⁴	35
R-9	Mobile home	10 acres	None	6	5,000	50	100	12	12	8	25	None	16	None	600	35
B-1	All permitted uses	7,500 sq. ft.	None	NA	7,500	100	100	25	15	10	None	None	30	None	500	65
B-2	All permitted uses	3 acres	None	NA	None	150	150	50	30	30	75	None	30	None	500	65
B-3	All permitted uses	7,500 sq. ft.	100	NA	7,500	100	100	25	5	10	None	None	30	None	500	65
B-4	All permitted uses	7,500 sq. ft.	100	NA	7,500	100	None	25	5	10	None	None	30	None	500	65
B-5	All permitted uses	7,500 sq. ft.	100	NA	7,500	100	None	25	20	10/30 ¹	None	None	30	None	500	65
B-6	All permitted uses	7,500 sq. ft.	100	NA	See article II, division 9, of this chapter for applicable requirements											
I-1	All permitted uses	10,000 sq. ft.	100	NA	10,000	100	100	15	15/0 ²	15/0 ²	None	None	30	None	500	65
I-2	All permitted uses	10,000 sq. ft.	100	NA	10,000	100	100	15	15/0 ²	15/0 ²	None	None	None	None	500	65
CC-1	All permitted uses	10,000 sq. ft.	100	NA	10,000	100	100	15/25 ⁵	15/0 ⁶	10	None	None	30 ⁷	None	500	75

dupa = Dwelling units per acre.

1 Thirty-foot rear yard setback abutting a residentially zoned or residentially developed property.

2 Zero-foot setback abutting a railroad spur.

3 Zero-foot building separation when buildings share a common wall.

4 A minimum average floor area of 1,000 square feet is required.

5 Abutting Ridgewood Ave. and LPGA: 25 feet; all other streets 15 feet.

6 Plus three (3) feet for each story over three (3).

7 Max building height can increase by 10 feet for every 10,000 square feet of lot area over 20,000 square feet not to exceed 70 feet.

8 For lots fronting Riverside Drive front yards on secondary streets shall be 35 feet



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

**City Commission
Resolution**

MEETING DATE: July 26, 2016
FROM: Joseph Forte
SUBJECT: Lease of City Owned Land on Riverside Drive for the Purpose of
Building a Private Dock and Boat Lift - Resolution 2016-R-28
NUMBER: (ID # 1383)
APPLICANT:
PLANNER:

DISCUSSION: The City Commission directed the City Manager and City Attorney to draft a lease agreement between the City of Holly Hill and Marci Albright, the owner of the property upland from the river front property along Riverside Drive to be leased.

FISCAL ANALYSIS: The City shall receive a lease payment in the amount of \$350.00 per year payable upon the execution of the lease agreement and annually on the date for a period of 99 years.

STAFF RECOMMENDATION: As supported by the City Commission

COMMISSION GOAL: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION: As directed by the City Commission

ATTACHMENTS:

- Riverside Dr. Land Lease Agreement - July 26, 2016 (PDF)

Resolution No. (ID # 1383)**LEASE OF CITY OWNED LAND ON RIVERSIDE DRIVE FOR THE
PURPOSE OF BUILDING A PRIVATE DOCK AND BOAT LIFT -
RESOLUTION 2016-R-28****RESOLUTION 2016-R-28**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, LEASING A PORTION
OF THE LAND LOCATED ACROSS FROM 1570 RIVERSIDE DRIVE, HOLLY HILL
FOR THE PURPOSE OF CONSTRUCTION A PRIVATE BOAT DOCK AND BOAT
LIFT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill wishes to lease a portion of the land located at (S 1/2
OF LOT 13 E OF DAYTONA AVE & N 1/2 OF LOT 13 & LOT 14 E OF RIVERSIDE DR &
RIP RTS MCBRIDE SUB HERNANDEZ GRANT) further described in Exhibit "A" to the
upland property owner, Marci Albright, who wishes to lease land from the City of Holly Hill;
and

WHEREAS, the portion of land to be leased consists of a section of property surveyed
and described in Exhibit "B" as being five feet of the mean high water mark and a width not
great than ten feet located directly centered across from the upland property located at 1570
Riverside Drive, Holly Hill, FL; and

WHEREAS, the lessee shall abide by all the terms and condition in the lease agreement.

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

SECTION 1: The City Commission authorizes the City Manager to execute the attached
lease agreement.

SECTION 2: Effective date. This resolution shall take effect immediately upon adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2016.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the date set forth below by and between the City of Holly Hill, a Florida municipal corporation (hereinafter “City”), and Marci Albright, and the successors and assigns in title (hereinafter “Lessee”) for the following uses and purposes.

WHEREAS, the City is the owner of a certain parcel, including all riparian and littoral rights attaching thereto, described in Exhibit “A” (Property); and

WHEREAS, Lessee is the owner of the property located at 1570 Riverside Drive, Holly Hill, FL 32117 (Residence) and the Residence is located directly across Riverside Drive from the Property; and

WHEREAS, Lessee would like to lease a portion of the Property so that the Lessee can construct a private boat dock.

WHEREAS, Lessee desires to obtain, and City has agreed to Lease a portion of the Property, including riparian rights, to allow Lessee to have exclusive use and enjoyment of the a portion of the Property for the right to construct, reconstruct, maintain and use a dock facility attaching to the Property; and

WHEREAS, the Lessee shall be responsible for all maintenance and repairs to the portion of the Property leased, the only structure allowed to be constructed on the leased portion of the Property is a dock and the use of the Property shall be subject to the City Code of Ordinance, including for development regulations.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Lessee hereby covenant and agree as follows:

1. **WHEREAS Incorporated:** The above WHEREAS are incorporated herein as if specifically restated.
2. **Purpose.** The purpose of this Lease is to allow the Lessee the right to build a private boat dock on the Final Leased Property, as defined below. Lessee shall not lease the dock to any third party. All boats docked or moored on the dock must be maintained in an operational condition and must maintain a current registration.
3. **Terms of Lease:** This Lease shall be for an initial term of ninety-nine (99) years and shall automatically renew for consecutive terms of ninety-nine (99) years as long as the Lessee is in compliance with the terms and conditions of this Lease. The Lease shall not automatically renew if the City has provided notice of violation to the Lessee and the Lessee fails to correct the violation to the City’s satisfaction before the expiration of the Lease. Lease payment shall be \$350.00 per year for the first year which amount shall increase by 5% every ten years rounded to the next high dollar amount, with the first lease payment due on the date of execution of this Lease and each subsequent annual payment shall be due and payable on the same date of each subsequent year without demand from the City. Payments shall be made at Holly Hill City Hall. There shall be a 10 percent late penalty if the payment is not received by the City within 10 days of the due date

and interest shall accumulate at the highest rate allowed by law applied to the total unpaid balance, plus late fee, for payments made more than 10 days after the due date.

4. **Leased Property:** The Initial Leased Property shall be 5 feet West of the mean high water mark for the entire width of the Property that lies directly across from the property lines of the Residence. This will allow the Lessee to select the location of the dock. The dock shall be located as close as reasonably possible to the middle of the Property and deviations from the middle of the Property must be approved by the City, which shall not be unreasonably withheld. Once a dock is constructed and receives final approval from the City and all other regulatory agencies, the width of the Final Leased Property shall be reduced to the width of the dock at the point where the dock attaches to the Property at the mean high water mark. The sole purpose of the Final Leased Property is to allow for the private dock, the maintenance and repair of the dock and reasonable use of the dock, including fence installation and maintenance. The only improvements allowed on the Final Lease Property shall be those improvements necessary for the use of the private dock, including placing a fence and gate around the Final Leased Property. No storage of personal items shall be allowed even if these personal items are to be used as part of the use of the dock, ie. storage of boating equipment, fishing equipment, etc. The Lessee shall have a survey of the Final Leased Property prepared, after consultation with the City, to establish the boundaries of the Final Leased Property taking into consideration the dock improvements, any fencing and reasonable space to maintenance and repair of the dock and other improvements. The survey will be attached as Exhibit B and this Survey shall include the location of the Underground Utility Easement discussed below.

In addition to the Final Leased Property, there shall be an Underground Utility Easement for the running of only water and electricity to the dock. The underground utility easement shall be the same width as the Final Leased Property and shall run the shortest distance from the Final Leased Property to the Riverside Drive Right-of-Way. Water and electric shall be the only utilities allowed in this Underground Utility Easement. Water and electric service shall only be provided to the Underground Utility Easement by going under Riverside Drive by a method approved by the City. Utility service to the dock shall be part of the utility account for the Residence and shall not be a separate utility account. Lastly there shall be a Temporary Construction Easement that shall begin on the date of execution of this Lease and shall expire two (2) years from the date of execution. The Temporary Construction Easement shall be for the entire Property. The Lessee shall keep the Property reasonably free and clear of construction debris and construction materials shall be kept in a neat and orderly fashion.

5. **Conditions of Lease:**

- a. Lessee shall be responsible for all maintenance and repairs for the Leased Property.
- b. This Lease shall be exclusive.
- c. Lessee shall be responsible for all ad valorem taxes and assessments levied against the Leased Property during the term of this Lease.

- d. Lessee shall obtain liability insurance and name the City as an additional named insured. The minimum amount of liability insurance shall be \$500,000 per occurrence.

6. Indemnification and Hold Harmless. Lessee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its successors, assigns, employees, officers, attorneys, and agents (collectively "Indemnified Parties") from and against all claims, losses, damages, personal injuries, (including but not limited to death) or liability (including reasonable attorney's fees to any and all administrative, trial and appellate proceedings), direct or indirectly arising from, out of, or caused by Lessee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the construction, repair and maintenance of the dock facility. The indemnification provided herein shall obligate Lessee to defend, at its expense, or to provide for such defense at the option of the City, as the case may be, of any and all claims of liability and all suits and action of every name and description that may be brought against any Indemnified Party arising from or in any way related to this Lease. In all events the City shall be permitted to choose legal counsel of its sole choice.

7. Termination of Lease. The City shall have the right to terminate this Lease for cause in the event the Lessee breaches any term of this Lease. The City shall provide the Lessee written notice outlining the breach(es) and shall provide the Lessee 30 days to correct the breach(es) to the reasonable satisfaction of the City. If the Lessee fails to correct the breach(es) to the reasonable satisfaction of the City, the City can terminate this Lease upon providing the Lessee with written notice of termination without any advance notice.

The City shall also have the right to terminate this Lease without cause in the event the City determines that the public health, welfare and safety of the community is at risk and the termination of this Lease reduces the public threat or is needed by the City to respond to this public threat.

The Lease shall be deemed abandoned and terminated without any notice by the City if the Lessee fails to complete construction of a dock and receive final approval from all agencies within two (2) years from the date of execution of this Lease.

Upon termination, whether with or without cause, all improvements to the Final Leased Property, including a dock, shall become the sole and exclusive property of the City without any compensation being owed to the Lessee.

In the event the dock is damaged such that the cost of repair exceeds 50% of the replacement cost and the Lessee does not repair or replace the dock within 6 months of written notice from the City, then this Lease shall be deemed abandoned by the Lessee and all lease rights contained herein shall be deemed terminated and this Lease shall be deemed terminated. The City shall have all rights to pursue code enforcement action against Lessee or the above termination procedure or both simultaneously, including the right to hold the Lessee (ie. the current or future owner of the Residence) responsible for the cost of repair or removal of the dock and shall have the right to place a lien on the Residence if the cost remains unpaid by the Lessee for 30 days after invoicing by the City.

8. Venue, Choice of Law and Attorney Fees. This Lease shall be construed and interpreted in accordance with the laws of the State of Florida. In the event any litigation to enforce or interpret

this Agreement, the parties hereto do hereby agree that the exclusive forum thereof shall be the Circuit Court of Volusia County, Florida. The prevailing party in any litigation related to or arising out of this Lease shall be entitled to be reimbursed reasonable attorney fees and costs, including fees and costs associated with any appeal.

9. Amendments. No modification or change of this Lease shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

10. Assignment. This Lease is not assignable to any third party other than a subsequent owner of the Residence. It is the intent of the City that the Property shall only be used by the owner of the Residence.

11. Covenant Running With The Land. This Lease shall be recorded in Public Records of Volusia County, Florida and shall be binding on the current and all future owners of the Residence. This Lease shall be considered a covenant running with the land and shall be binding on future heirs and assigns. Lessee shall pay for all recording costs.

IN WITNESS WHEREOF, City and Lessee have executed this Lease effective as of this _____ day of _____, 20__.

**CITY OF HOLLY HILL, a
Florida municipal corporation**

BY:_____
Mayor

Attest:

City Clerk

LESSEE

Witnesses:

Printed Name:_____

Printed Name:_____



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

**City Commission
Resolution**

MEETING DATE: July 26, 2016
FROM: Mark Juliano
SUBJECT: US-1 Median Landscaping (16CRA1) Design and Construction
Phase Engineering - Resolution 2016-R-27
NUMBER: (ID # 1387)
APPLICANT:
PLANNER:

DISCUSSION:

On December 8, 2016 the City Commission was notified that the City planned to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. As part of that process, the City contracted with Quentin L. Hampton Associates for a conceptual design to be submitted with the application. Upon review of the conceptual plan, the City has received notification of approval to proceed with submitting final drawings for grant funding in this fiscal year in the amount of \$500,000.00. We also received a commitment of additional funding for next fiscal year to finish the project if necessary.

The City is now ready to proceed with the development of final landscaping drawings, specifications, construction administration and inspection services. As Quentin L. Hampton and Associates performed the conceptual work required for the grant application, we propose to utilize their services for the final engineering phases of this project.

FISCAL ANALYSIS:

Engineering fees are not reimbursable under the terms and conditions of the grant. Funding for these services have been budgeted in account number 130-5510-552-3400. The Project Code is 16CRA1.

STAFF RECOMMENDATION:

Under the terms and conditions of the Containing Service Contract for Engineering Services, authorize the City Manager to enter into an agreement with Quentin L. Hampton Associates, Inc. to provide professional services for a cost not to exceed \$54,980.

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

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

MOTION:

UNDER THE TERMS AND CONDITIONS OF THE CONTINUING SERVICE CONTRACT FOR ENGINEERING SERVICES, APPROVE RESOLUTION 2016-R-27, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUENTIN L. HAMPTON ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US-1 FOR A COST NOT TO EXCEED \$54,980.

ATTACHMENTS:

- HH117.2 US1 Median Landscaping Construction Phase 6.22.16 (PDF)

Resolution No. (ID # 1387)**US-1 MEDIAN LANDSCAPING (16CRA1) DESIGN AND
CONSTRUCTION PHASE ENGINEERING - RESOLUTION 2016-R-27****RESOLUTION 2016-R-27**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUENTIN L. HAMPTON ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US-1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the City to apply for the Florida Department of Transportation (FDOT) Bold Landscaping Grant to improve the medians along US-1 within the City limits of Holly Hill; and

WHEREAS, the City has received notification to proceed with the grant application process based upon approval of the Conceptual Plan to re-landscape US-1; and

WHEREAS, the City now wishes to contract with Quentin L. Hampton Associates for the final design, contract administration and inspection services during the construction phase of the project; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Quentin L. Hampton Associates, Inc. to perform the engineering services for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorizes the City Manager to enter into an agreement with Quentin L. Hampton Associates, Inc. to provide professional services for design and construction engineering services for the bold landscaping improvements to the medians along us-1 for a cost not to exceed \$54,980.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED this 26th day of JULY, 2016.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-0610
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

8.4.a

June 24, 2016

Mark Juliano
Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

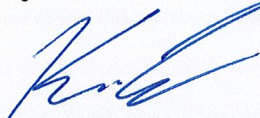
**RE: CITY OF HOLLY HILL - US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE**

Dear Mr. Juliano,

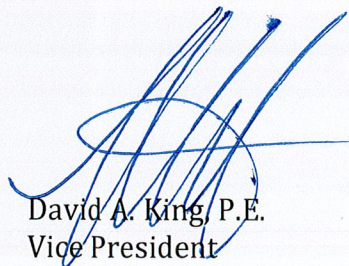
Per your request, Quentin L. Hampton Associates, Inc (QLH) is pleased to offer this professional engineering services fee estimate for this project. The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians partially funded by an FDOT grant.

The attached scope of services is in conformance with our professional services agreement. We look forward to serving the City of Hilly Hill on this and future projects. Please contact our office if you have any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Kevin A. Lee, P.E.
Project Manager



David A. King, P.E.
Vice President

KAL/DAK:bf

Enclosure
cc: QLH files

Attachment: HH117.2 US1 Median Landscaping Construction Phase 6.22.16 (1387 : US-1 Median Landscaping (16CRA1) Design and

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE
-SCOPE OF SERVICES-**

General – The CITY has applied for an FDOT Bold Landscape Initiative Grant for the US1 medians within the City limits and plans to contract with Stern Design Group for the design. The CITY desires QLH to assist in the contract administration and inspection during the construction phase of the project.

SCOPE OF SERVICES: Provide construction phase services as described below.

SCOPE OF WORK:

Construction Contract Administration: QLH will provide the following services during the construction phase:

1. Coordinate execution of contracts
2. Schedule and preside over preconstruction conference
3. Issue Notice to Proceed to Contractor
4. Review shop drawings/material submittals by SDG
5. Address Contractor/City questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion with assistance from SDG
12. Provide final inspection with assistance from SDG
13. Recommend final payment
14. Coordinate execution of final paperwork
15. Provide Certificate of Completion to permitting agencies.

Construction Project Representative: QLH will provide a qualified inspector to provide the following services during the construction phase:

1. Attend pre-construction conference
2. Assist SDG with shop drawing review
3. Observe contractor's construction activities
4. Document construction activity via daily reports/logs
5. Address citizen complaints
6. Review contractor's soil and erosion control efforts
7. Review contractor's monthly pay requests/quantities
8. Prepare supplemental as-built sketches
9. Review contractor's as-built surveys

10. Review contractor's locating efforts of existing utilities
11. Coordinate responses to contractor's Requests For Information (RFIs)
12. Coordinate engineer's field directives
13. Coordinate material and field tests.

SCHEDULE OF PAYMENT AND FEE BASIS:

<u>Work Description</u>	<u>Fee Basis</u>	<u>Fee</u>
Contract Administration	Lump Sum	\$18,960
Construction Project Representative	Hourly	\$34,320
Stern Design Group Allowance	Allowance	\$1,000
Electrical Allowance	Allowance	\$500
Printing Allowance	Allowance	<u>\$200</u>
	TOTAL	\$54,980

If sales tax becomes due on professional services the City shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

US1 MEDIAN LANDSCAPING
City of Holly Hill
Estimated Engineering Fees
June 24, 2016

Person/Item	Hourly Rate	Construction Admin	
		Estimated Hours	Cost
Project Manager	\$ 175.00	32	\$ 5,600.00
Project Engineer	\$ 140.00	64	\$ 8,960.00
CADD Operator	\$ 75.00	32	\$ 2,400.00
Administrative Aide	\$ 50.00	40	\$ 2,000.00
Construction Project Rep. (1)	\$ 65.00	528	\$ 34,320.00
	Subtotal		\$ 53,280.00
Stern Design Group Allowance			\$ 1,000.00
Electrical Allowance			\$ 500.00
Printing Allowance			\$ 200.00
TOTAL			\$ 54,980.00

(1) 3 months x 22 days x 8 hrs./day = 528 hours
 Prepared By: Quentin L. Hampton Associates, Inc.



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

**City Commission
Resolution**

MEETING DATE: July 26, 2016
FROM: Valerie Manning
SUBJECT: Planning and Appeals Board Appointment - Resolution 2016-R-31
NUMBER: (ID # 1378)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located within the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

Currently, there is one vacant position available. Robin Hanger has submitted his board application for consideration. If appointed, he will finish out the existing term of Dorothy Featherston who has resigned and Mr. Hanger's term will expire in January 2017.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Staff recommends approval of said application and name submitted.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2016-R-31, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM EXPIRATION DATE FOR SAID MEMBER.

ATTACHMENTS:

- Robin D. Hanger - BOPA Application (PDF)

Resolution No. (ID # 1378)**PLANNING AND APPEALS BOARD APPOINTMENT - RESOLUTION
2016-R-31****RESOLUTION 2016-R-31**

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

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

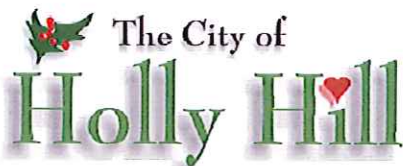
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Board of Planning and Appeals:

Robin D. Hanger Regular Member Term Expires January 2017

SECTION 2. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 26th day of JULY, 2016.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees |
| ☐ Holly Hill Youth Advisory Council | ☐ Police Pension Fund Board of Trustees |
| ☒ Board of Planning & Appeals | ☐ Volusia Growth Management Committee |
| ☐ Civil Service Board | |

Name of Applicant: Robin D. Hanger

Home Address: 929 STATE AVE

Phone: 386 5661505

E-Mail Address: ROBIN@BESTPRICETRAVELS.COM

Do you own and/or manage a business in the City of Holly Hill? Yes No

Business Name and Address: THE CAR SHOP

Business Phone: 386 258 1445

Employer Name: SELF

Job Position: _____

Work Experience: _____

Education: _____

Why do you desire to serve on a City Board? TO HELP OUR CITY GROW

Are you a resident of Holly Hill? YES How long? _____ years/months

Have you previously served on a city Board? Yes YES No ()

Name of Board: CHAMBER

Community Involvement: WHAT EVER NEEDED

I hereby acknowledge in conjunction with Board membership that I understand the responsibilities 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, Civil Service Board, or the Board of Planning and Appeals, I understand that I must file a limited financial disclosure each year and that filing late may result in a fine.

Date: 6-28-16 Signature: Robin D. Hanger

RECEIVED
6/28/16
LM
1:10pm



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: July 26, 2016
FROM: Kurt Swartzlander
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopting a Proposed Millage Rate for the Fiscal Year Beginning October 1, 2016; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1379)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative millage rate for the upcoming fiscal year, 2016-17. The adopted rate is the **maximum** millage rate that can ultimately be included in the 2016-17 Budget. The City Commission may, at a later budget hearing, reduce the rate if it so desires, but cannot raise it above the adopted tentative rate set at this meeting on July 26, 2016.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. The recommended dates are **Monday, September 12th** and **Tuesday, September 27th**.

Subsequent to the adoption of the maximum allowable millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, are prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, on September 12. The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, September 27. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and proposed millage rate. At this meeting the Commission will adopt the final budget and millage rate.

The calculated roll-back rate for the fiscal year 2016-17 is 6.8949.

The proposed millage rate for the fiscal year 2016-17 is 7.1304 which is the current year

rate. By state definition this is an increase of 3.42%

FISCAL ANALYSIS: Dependent Upon commission Action

STAFF RECOMMENDATION: N/A

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 RESOLUTION 2016-R-29, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR 2016-2017.

Resolution No. (ID # 1379)**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2016-R-29**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2016; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2016 is 7.1304 (7.1304 Per \$1,000.00); The FY2016 operating millage rate is 7.1304 Mills, which is greater than the rolled-back rate of 6.8949 mills by 3.42%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 7:00 p.m. on Monday, September 12, 2016, in the Commission Chambers, 1065

Ridgewood Avenue, Holly Hill, Florida.

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

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

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2016.



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

**City Commission
Resolution**

MEETING DATE: July 26, 2016
FROM: Kurt Swartzlander
SUBJECT: A Resolution of the City of Holly Hill, Florida, Setting the Proposed Stormwater Utility Fee at \$7.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1380)
APPLICANT:
PLANNER:

DISCUSSION: In April 2010, the City of Holly Hill adopted the special assessment method of collecting stormwater fees.

In order to follow the statutory process the City must adopt a rate annually by Resolution to provide to the property appraiser for collection purposes.

FISCAL ANALYSIS: Staff is proposing to leave the stormwater assessment at \$7.00/month or \$84.00 Annually. This will be the same rate as the previous year. Residential Properties will be assessed \$84 annually. Commercial properties increase will vary based on the Equivalent Residential Unit calculation performed for each parcel.

STAFF RECOMMENDATION: Approve an assessment of \$7.00

COMMISSION GOAL:

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

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

utilization of technologies and proven innovations.

**MOTION: APPROVE RESOLUTION 2016-R-30, SETTING THE PROPOSED
STORMWATER RATE FOR COLLECTION THROUGH THE SPECIAL
ASSESSMENT PROCESS.**

Resolution No. (ID # 1380)**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE PROPOSED STORMWATER UTILITY FEE AT \$7.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2016-R-30**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE PROPOSED STORMWATER UTILITY FEE AT \$7.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, due to the amount of stormwater maintenance required to preserve retention areas and canals in good condition, that it is in the best interest of the City of Holly Hill to set the stormwater utility fee at \$7.00 per equivalent residential unit (ERU) per month or \$84.00 per equivalent residential unit (ERU) per year; and

WHEREAS, for non-residential and multi-family properties, the City Commission has determined, based on the recommendation of the City Engineer, that the single-family equivalent unit should be 2,050 square feet.

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

SECTION 1. The proposed stormwater utility fee is hereby set at \$7.00 per equivalent residential unit (ERU) per month or \$84.00 per equivalent residential unit (ERU) per year.

SECTION 2. For non-residential and multi-family properties the single-family equivalent unit shall be 2,050 square feet.

SECTION 3. A Public Hearing will be held on September 12, 2016

to set the Final Rate.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 6. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2016.



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

**City Commission
Agenda Item**

MEETING DATE: July 26, 2016
FROM: Kurt Swartzlander
SUBJECT: Staff Report CM Level Budget Amendment
NUMBER: (ID # 1392)
APPLICANT:
PLANNER:

DISCUSSION: City Manager level budget amendments. See attached documentation.

FISCAL ANALYSIS: Budget amendments within the same department so no increase or decrease in expenditures just a reallocation of expenditures between line items

STAFF RECOMMENDATION: Report Only - Three budget amendment reports attached

COMMISSION GOAL: N/A

MOTION: Report Only

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- 20160714173604045 (PDF)

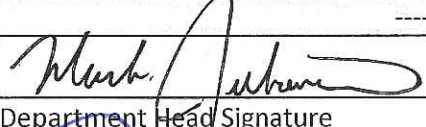
Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2014-2015

Requesting Department		Date
Public Works		6/30/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
480-3010-533-6300	Infrastructure	28,000.00
	Total	28,000.00
ADD FUNDS TO ACCOUNT NUMBER:		
480-3020-535-6300	Infrastructure	28,000.00
	Total	28,000.00

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

Transfer of \$8,000.00 necessary for underfunded Water/Wastewater Switchgear Project. Transfer of \$20,000.00 necessary for underfunded Belt Press Roller replacement project.

Management Approvals	
	<u>6/30/16</u>
Department Head Signature	Date
	<u>7-6-2016</u>
City Manager Signature	Date
For Finance Use Only	
Step 1: Finance Review	
	<u>7/7/16</u>
Finance Director Signature	Date
Step 2: Budget Adjustment Entry	
Funds are available for this request?	☒ Yes ☐ No
	<u>7/7/16</u>
Employee Signature	Date
	HTE Group #

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2015-2016

Requesting Department

Human Resources

Date

7/6/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

001-1310-513-55-01

ACCOUNT DESCRIPTION:

Education & Training

AMOUNT:

1,000.00

Total

1,000.00

ADD FUNDS TO ACCOUNT NUMBER:

001-1310-513-31-01

Professional Services

1,000.00

Total

1,000.00

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

Transfer budget from City-wide Training & Education to increase Professional Services Budget due to increased expenses this year.

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

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

Department Head Signature

Date

City Manager Signature

Date

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

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☒ Yes ☐ No

HTE Group #

Employee Signature

Date

2299

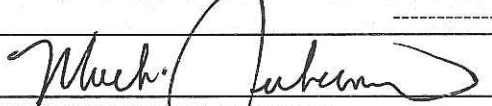
CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2014-2015

Requesting Department		Date
Public Works		6/30/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
460-3080-538-4601	Repairs and Maintenance	10,000.00
	Total	10,000.00
ADD FUNDS TO ACCOUNT NUMBER:		
460-3080-538-4650	Vehicle Repairs	10,000.00
	Total	10,000.00

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

Replace diesel engine in Vehicle #141, 2003 Sterling Dump Truck.

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

----- Management Approvals -----		
	<u>6/30/16</u>	
Department Head Signature	Date	
	<u>7-13-2016</u>	
City Manager Signature	Date	
----- For Finance Use Only -----		
Step 1: Finance Review		
	<u>7/14/16</u>	
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☒ Yes ☐ No	
	<u>7/14/16</u>	HTE Group # <u>2332</u>
Employee Signature	Date	