

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 10, 2021

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

- 1. Minutes - July 27, 2021, Budget Workshop and July 27, 2021 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEM (1)

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

- 1. Domestic Abuse Council of Volusia County MOU Beacon Center
(Requested by Lisa O'Neal, Police)

5. REGULAR AGENDA

- 1. Resolution -2021-R-49 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2021-2022; and Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
- 2. Resolution -2021-R-50 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding Cubix Inc., the Contract to Provide Saniglaze Restoration, Everglaze Annual Maintenance and Quarterly Scrub and Rinse Services for All City Park Restrooms, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. Request for Code Enforcement Lien Reduction - 1575 Hammock Lane
(Requested by Joseph Forte, City Manager)

6. PUBLIC HEARING

1. Ordinance -2021-O-3041 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

3.1

MEETING DATE: August 10, 2021
FROM: Valerie Manning
SUBJECT: Minutes - July 27, 2021, Budget Workshop and July 27, 2021
Regular City Commission Meeting
NUMBER: (ID # 3400)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from July 27, 2021 budget workshop and the regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 27, 2021 - Budget Workshop (PDF)
- Minutes - July 27, 2021 - Regular City Commission meeting (PDF)
- FORM 8B - Voting Conflict for Elected Officials - Comm. Roy Johnson - July 27, 2021 (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 27, 2021

City Commission Chamber

Budget Workshop

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. GENERAL FUND & SPECIAL REVENUE FUNDS

1.

General Fund and Special Revenue Funds Budget Workshop

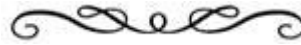
(Requested by Valerie Manning, City Clerk)

Stella Gurnee, Finance Director went over the PowerPoint presentation with the Mayor, City Commissioners and staff. The following slides were discussed pertaining to the FY2022 Water/Sewer, Storm Water and Solid Waste Funds Budget. *(A copy of the workshop is available upon request to the City Clerk's office or listen online).*

- Detail Budget Worksheet Example
- General Fund:
 - ✓ Salary and Benefits are increasing 10.4% to address upcoming minimum wage requirements
 - ✓ Increases expected in insurance costs of up 10%
 - ✓ Fuel costs increases 7% to 10% (FPL has requested 4% to 5% increase for the next 4 years)
- General Fund - Revenue and Expense slide (pg. 4)
- Net Increase (decrease) to General Fund Balance slide (pg. 5)
- FY2022 Proposed General Fund Revenue Budget slide (pg. 6)
- FY2022 Proposed General Fund Revenue slide (pg. 7)
- City of Holly Hill - Assumes Property Value increase of 4.5% (FY2021 Millage rate: 6.25 compared to FY2022 Proposed rate: 6.25) slide (pg. 8)
- General Fund Expenses - FY2020, FY2021 and FY2022 slide (pg. 9)
- The following slides (pages 10-22) are as follows:

- ✓ General Fund Expenses
- ✓ FY2022 Proposed General Fund Expense Budget
- ✓ FY2022 Fuel Tax Fund
- ✓ FY2022 Building Fund
- ✓ FY2022 Other Governmental Funds
- ✓ FY2022 Police Trust & Police Explorers
- ✓ CRA Fund
- ✓ FY2022 CRA Fountainhead Incentive
- ✓ FY2022 CRA Capital Projects
- ✓ FY2022 Capital Projects
- ✓ FY2021-2022 Capital Projects
- ✓ FY2022 Information Technology Fund (501)
- ✓ FY2022 Fleet Fund (502)

Mrs. Gurnee informed the Mayor and Commissioners that September 13, 2021 at 6:00 PM would be the first Public Hearing and September 28, 2021 at 6:00 PM would be the final Public Hearing. Tonight at the regular City Commission meeting, the Commission will be adopting the maximum millage rate and the above mentioned public hearing dates.



3. **ADJOURNMENT**

The workshop adjourned at approximately 6:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 27, 2021

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Danio Commissioner Danio led the invocation.

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

2. BUDGET AGENDA ITEM

1. -DOC-2021-2

Maximum Millage - Fiscal Year 2021-2022

(Requested by Stella Gurnee, Finance)

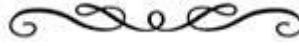
Commissioner Penny made a motion to **SET THE MAXIMUM MILLAGE RATE FOR FY2021-2022 TO 6.25 AND APPROVED SEPTEMBER 13, 2021 AND SEPTEMBER 28, 2021 DATES FOR THE FIRST AND SECOND READINGS OF THE MILLAGE RATE AND BUDGET**, seconded by Commissioner Johnson.

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 27th day of July, 2021, in Holly Hill



3. PRESENTATION

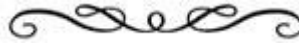
1.

FY2020 Annual Comprehensive Financial Report Presentation Presented by James Halleran, James Moore & Co., CPAs.

(Requested by Stella Gurnee, Finance)

James Halleran, CPA with James Moore Certified Public Accountants and Consultants went over the PowerPoint presentation of the *Annual Audit for the Year Ended September 30, 2020* with the Mayor and City Commissioners.

RESULT:	NO VOTE NEEDED
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4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Legary, Holly Hill.

5. APPROVAL OF MINUTES

1.

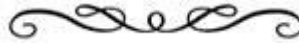
Minutes - July 13, 2021, Budget Workshop and July 13, 2021, Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

Mayor opened public participation. No one spoke.

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

Enacted and approved this 27th day of July, 2021, in Holly Hill



6. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda. There was no one.

1. -2021-R-43 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the First One (1) Year Extension of the Continuing Architectural Services Agreement Between the City of Holly Hill and Hall & Ogle Architects and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2021-R-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION OF THE CONTINUING ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND HALL & OGLE ARCHITECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION OF THE CONTINUING ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND HALL & OGLE ARCHITECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the agreement with Hall & Ogle Architects to provide architectural services was approved by the City Commission on August 14, 2018 with a term of three (3) years with two (2) one-year extension options; and

WHEREAS, it is recommended to keep an architectural continuing service active in the event that design services for City facilities are required.

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

SECTION 1. The City Commission approves the first one (1) year extension of the continuing architectural services agreement between the City of Holly Hill and Hall & Ogle Architects.

SECTION 2. The City Commission authorizes the City Manager to execute the first (1) year extension year extension of the continuing architectural services agreement between

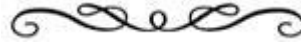
the City of Holly Hill and Hall & Ogle Architects.

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill



2. -2021-R-44 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order #7 for RJ Landscape Contractors for \$27,090.00, and Authorizing the City Manager to Execute Any Contract Documents; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

**RESOLUTION
2021-R-44**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER #7 FOR RJ LANDSCAPE CONTRACTORS FOR \$27,090.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER #7 FOR RJ LANDSCAPE CONTRACTORS FOR \$27,090.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACT DOCUMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize the existing contract unit pricing with RJ Landscape Contractors for landscaping and irrigation revamping at SICA Hall; and

WHEREAS, the purpose is to enhance and improve the look of the building along with reestablishment of an irrigation system; and

WHEREAS, the requested amount for this authorization is \$27,090.00; and

WHEREAS, funding for this authorization will be from accounts 301-8110-580-6200 and 001-4172-572-4663.

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

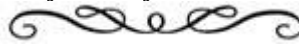
SECTION 1. That the City Commission of the City of Holly Hill approve Change Order #7 in the amount of \$27,090.00

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill



3. -2021-R-45 Resolution

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

(Requested by Joseph Forte, City Manager)

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

**RESOLUTION
2021-R-45**

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

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.;

ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has been leasing the city annex building for several years for \$1.00 per year; and

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

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has requested the City renew this lease agreement for a period of three (3) years.

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

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

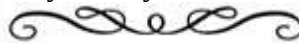
SECTION 2. That the term of this agreement shall commence on October 1, 2015 and end on September 30, 2024.

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill



4. -2021-R-46 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a One (1) Year Contract Extension and \$30,000.00 Annual Purchase Amount to Increase the Purchase Order for the Purchase of High Calcium Quicklime for the Water Treatment Plant for the Remainder of FY20-21; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2021-R-46**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR CONTRACT EXTENSION AND \$30,000.00 ANNUAL PURCHASE AMOUNT TO INCREASE THE PURCHASE ORDER FOR THE PURCHASE OF HIGH CALCIUM QUICKLIME FOR THE WATER TREATMENT PLANT FOR THE REMAINDER OF FY20-21; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST ONE (1) YEAR EXTENSION PRICE AGREEMENTS FOR THE PURCHASE OF HIGH CALCIUM QUICK LIME FOR FISCAL YEAR 2020-2021 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has secured pricing agreements by piggybacking on the City of Palm Coast Contract TB-UT-20-64 Master Agreement permitted under the City's purchasing guidelines; and

WHEREAS, the contract with Carmeuse Lime to provide High Calcium Quick Lime chemicals was approved by the City Commission on November 12, 2019 with a term of one (1) year with two (2) one-year extension options; and

WHEREAS, the City of Holly Hill is in need of High Calcium Quick Lime chemicals for water treatment; and

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

WHEREAS, By Policy 2.24, Section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures". Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to

execution by the city”; and

WHEREAS, the City Commission approves the price agreements and contract extension for the purchase of Fiscal Year 2020-21 supply of High Calcium Quick Lime water treatment chemicals for the Public Works Department.

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

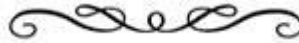
SECTION 1. The City Commission does hereby approve the first one (1) year extension of the High Calcium Quick Lime chemicals price agreement between the City of Holly Hill and Caremuse Lime of the Fiscal Year 2020-2021 supply of water treatment chemicals for the Public Works Department in an amount of \$104,800 and authorizes City Manager to execute any necessary price agreements.

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill

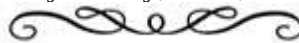


5.

SunTrust Deposit Account Resolution and Authorization for Business Entities
(Requested by Stella Gurnee, Finance)

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

Enacted and approved this 27th day of July, 2021, in Holly Hill



7. REGULAR AGENDA

1. -2021-R-47 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2020-2021; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2021-R-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2020-R-47, adopted an operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-36, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-39, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the budget adjustment of (\$571,211) revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2020-2021 budget.

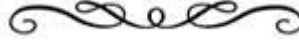
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2020-2021 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill



2. **-2021-R-48 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding S.E. Cline Construction, Inc., the Contract for the “Sunrise Park North - Northern Bulkhead Replacement”, Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDED S.E. CLINE CONSTRUCTION, INC., THE CONTRACT FOR THE “SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT”, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDED S.E. CLINE CONSTRUCTION, INC., THE CONTRACT FOR THE “SUNRISE PARK NORTH - NORTHERN BULKHEAD REPLACEMENT”, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sunrise Park North - Northern bulkhead was damaged in 2016 during Hurricane Matthew; and

WHEREAS, the bulkhead has been approved by FEMA as an alternate project; and

WHEREAS, the City advertised the replacement of the bulkhead by RFP 21-BG-05; and

WHEREAS, the City received five (6) bids for this project; and

WHEREAS, the low and most responsive bidder is S.E. Cline Construction, Inc., with a bid of \$620,649.07.

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

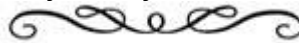
SECTION 1. That the City Commission of the City of Holly Hill approve and award S.E. Cline Construction, Inc., the contract for the “Sunrise Park North - Northern Bulkhead Replacement”, and authorize the City Manager to execute the agreement.

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

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

APPROVED AND AUTHENTICATED on this 27th day of JULY, 2021.

Enacted and approved this 27th day of July, 2021, in Holly Hill



8. PUBLIC HEARING

1. -2021-O-3041 Ordinance

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

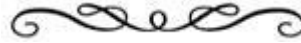
(Requested by Brian Walker, Board of Planning and Appeals)

Commissioner Johnson completed and filed with the City Clerk before the meeting started, **FORM 8B - Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers**. Before any discussion began on this item for Ordinance 3041 - 1137 S. Nova Road, Commissioner Johnson left the Commission Chambers during the discussion. Commissioner Johnson abstained from voting on this item. (*FORM 8B will be included as an attachment with these minutes*).

Harry Newkirk, Newkirk Engineering, spoke briefly about the project at 1137 S. Nova Road and informed the Mayor and Commissioners that the project will be phased. Phase 1 will be all site improvements except the Covered Open-Air Facility (4,747 sf).

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [4 TO 0]	Next: 8/10/2021 6:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Currie, Danio	
ABSTAIN:	Johnson	



9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioners that Bud Baldwin passed away at the end of June; spoke about grass clippings when mowing grass needs to be blown out of the road and back onto the grass; Volusia County has a grass clippings Ordinance that Holly Hill can take a look at and it would be enforced by Code Enforcement; reminded the Commission that there is a workshop on August 3rd at 5:00 PM with Fountainhead and immediately afterwards, he would like to hold a SHADE meeting for union negotiations.

B. City Attorney Comments

Not present

C. City Commission Comments

There was consensus from the Mayor and Commissioners to have staff bring back the grass clippings ordinance for consideration.

Commissioner Johnson spoke briefly about TPO and the positive image the city continues to have.

Commissioner Danio mentioned the Chamber breakfast that was held at Pictona and that the Martens did a great job speaking about Pictona and Pictona 2.

D. Mayor's Comments

Mayor Via mentioned the Task Force that met about the truck event that recently took place.

10. ADJOURNMENT

The meeting adjourned at approximately 7:20 PM.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME JOHNSON ROY		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CITY COMMISSION	
MAILING ADDRESS 1706 RIDGE AVE		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY HOLY HILL FL 32117	COUNTY VOLUSIA	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED JULY 27, 2021		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, ROY JOHNSON, hereby disclose that on JULY 27,, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I AM THE SOLE OWNER OF PROPERTY BEING VOTED ON

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Roy Johnson 7-27-2021
Date Filed

Roy Johnson
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY AND BENEFITS, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

JUL 28 2021

CITY CLERK DEPT.

Valerie Mann



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

**City Commission
Agenda Item**

4.1

MEETING DATE: August 10, 2021
FROM: Lisa O'Neal
SUBJECT: Domestic Abuse Council of Volusia County MOU Beacon Center
NUMBER: (ID # 3395)
APPLICANT:
PLANNER:

DISCUSSION:

Domestic Abuse Council of Volusia County, Inc. d/b/a Beacon Center (hereafter, Beacon Center) and Holly Hill Police Department enter into this Memorandum of Understanding (“MOU”) to establish a protocol for referral of survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection and/or legal services related to violations of civil injunctions for protection to the Beacon Center Injunction for Protection (IFP) Project Attorneys.

FISCAL ANALYSIS:

There is no cost associated with entering into this MOU with Domestic Violence Council of Volusia County d/b/a Beacon Center to establish a protocol for domestic abuse survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection or seeking assistance with violations of civil injunctions for protection to the Beacon Center Injunction for Protection (IFP) Project Attorneys.

STAFF RECOMMENDATION:

Approve the Holly Hill Police Department with entering into this MOU with Domestic Violence Council of Volusia County d/b/a Beacon Center in its role to refer survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection or seeking assistance with violations of civil injunctions for protection to the Beacon Center Injunction for Protection (IFP) Project Attorneys.

COMMISSION GOAL:

Goal #1: 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 focus on intergovernmental collaboration, private sector partnerships, and

utilization of technologies and proven innovations.

MOTION:

APPROVE THE HOLLY HILL POLICE DEPARTMENT ENTRY INTO A MOU WITH THE DOMESTIC VIOLENCE COUNCIL OF VOLUSIA COUNTY D/B/A BEACON CENTER IN ITS ROLE TO HELP SURVIVORS OF DOMESTIC VIOLENCE AND ALLOW THE CITY MANAGER TO SIGN AND EXECUTE THE MOU AGREEMENT.

- MOU VCSO (2)- 10.20 (PDF)

Effective date –

Memorandum of Understanding

Domestic Abuse Council of Volusia County, Inc. d/b/a Beacon Center (hereafter Beacon Center) and **Holly Hill Police Department** enter into this Memorandum of Understanding (“MOU”) to establish a protocol for referral of survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection and/or legal services related to violations of civil injunctions for protection to the Beacon Center Injunction for Protection (IFP) Project Attorneys.

WESLEY J. FLAGLER, STEPHANIE L. CASTRANOVA and SAMANTHA M. CASTRANOVA are Florida-licensed attorneys providing legal advice and representation to survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection or legal assistance with violations of civil injunctions for protection. The IFP Project attorneys will receive no remuneration for their services from the survivors of domestic, dating, sexual violence and stalking referred to them pursuant to this MOU, but are paid to render legal services by Beacon Center. While Beacon Center pays for the legal services that will be rendered, the IFP Project attorneys exercise independent professional judgment in rendering their legal services.

Holly Hill Police Department will accept no fees from or otherwise charge the IFP Project attorneys or Beacon Center for referrals pursuant to this MOU.

Confidentiality and Privilege:

Beacon Center shares information regarding survivors of domestic violence as permitted by and in compliance with Florida confidentiality and privilege laws as outlined in Florida Statutes 39.908, 90.5035 and 90.5036, and the federal Violence Against Women’s Act of 2005. Information shall not be disclosed without the informed, reasonably time-limited, written consent of the survivor.

Client information received by the IFP Project Attorneys is protected by attorney-client privilege under Section 90.502, Florida Statutes and the Rules Regulating the Florida Bar.

Holly Hill Police Department agrees:

1. **Holly Hill Police Department** agrees to refer survivors of domestic, dating, sexual violence and stalking seeking civil injunctions for protection or seeking assistance with violations of civil injunctions for protection to the Beacon Center Injunction for Protection (IFP) Project Attorneys. **Holly Hill Police Departments** Victim Advocate(s) will fill out the Injunction for Protection Project Referral (attached hereto as Exhibit 1) and e-mail the completed referral form to ifp@mybeaconcenter.com.
2. There will be no limit to the number of monthly referrals accepted by the IFP Project Attorneys. However, the parties may reopen the MOU and revisit the issue of a monthly referral cap. A determination by the Lead Project Attorney, in his/her independent judgment, that the IFP Project Attorneys are unable to competently and promptly provide the legal representation described in this MOU due to the number of referrals received from **Holly Hill Police Department** shall serve as the basis upon which this MOU may be reopened under this provision.

Beacon Center agrees:

1. The IFP Project Attorneys will meet with survivors referred by **Holly Hill Police Department** to provide legal advice and/or legal representation, unless there is a legal conflict of interest prohibiting a meeting. IFP Project Attorneys will meet with survivors at the Beacon Center IFP Office located at 100 South Beach St., Suite 204, Daytona Beach, FL Monday through Friday, between the hours of 9:00 a.m. and

5:00 p.m., unless other arrangements are made between an IFP Attorney and Survivor.

This Memorandum of Understanding is effective as of the Effective Date stated above, and will automatically renew for a period of two years from the Effective Date, unless terminated by either party upon 30 days written notice to the other party.

Angie Pye **Date**
Chief Executive Officer
Domestic Abuse Council of Volusia County, Inc.
d/b/a Beacon Center

Joseph A. Forte **Date**
Holly Hill Police Department
City Manager



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

**City Commission
Resolution**

MEETING DATE: August 10, 2021
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2021-2022; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-49
APPLICANT:
PLANNER:

DISCUSSION:

In September 2016 the staff brought forth a discussed combining of all rates into one annual Resolution to be adopted along with the annual budget as part of the budgeting process. Based on direction from the City Commission on changes to the rates staff is bringing forward the attached Resolution.

On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes in the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities). The new fee structure methodology in this code change is consistent with recommended industry practices. This code change provided for annual rate adjustments to utilities rates of 5.5% for 5 years.

This Resolution updates the utility fees based on the changes to City of Holly Hill's Code of Ordinances, Chapter 70 (Utilities).

In addition, this Resolution incorporates annual modifications / changes to various fees / costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees. The Schedule of Fines, Fees, Costs and/or Penalties has been modified. This is the annual adoption of those rates adjusted for the fiscal year per existing ordinance or other factors.

This year the changes are being made to building and zoning fees, city clerk miscellaneous fees, water and sewer rates as adjusted per city ordinance, and fire protection fees.

FISCAL

ANALYSIS:

The proposed utility fee changes average 5.5% as recommended in the Utility rates study. Minor adjustments are shown in the other fee changes.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022.

ATTACHMENTS:

- FEE SCHEDULE FY2021-22 (PDF)

Resolution No. 2021-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2021-2022; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. On August 25, 2020, the City Commission adopted Resolution 2020-R-39, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.
2. The Citywide Fee Schedule has been modified to incorporate 2020 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.
3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

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

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

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2021-2022 Proposed Citywide Fee Schedule (Attachment

“A”):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;
3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

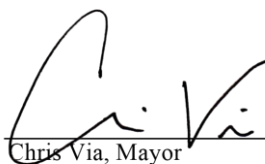
SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2021-2022 Proposed Citywide Fee Schedule (Attachment “A”) which:
 - A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2021-2022 Proposed Citywide Fee Schedule (Attachment “A”), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

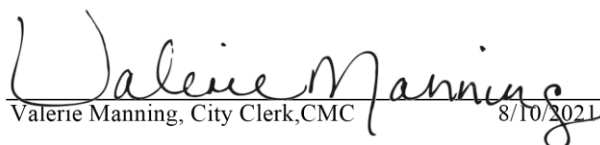
SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2021-2022 Proposed Citywide Fee Schedule (Attachment “A”) become effective on October 1, 2021.

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021.



Chris Via, Mayor

8/10/2021



Valerie Manning, City Clerk, CMC

8/10/2021

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
BUILDING AND ZONING FEES			
APPLICATION FEES			
APPLIC FEE-TEMP SIGNAGE	25.00	25.00	-
APPLIC FEE-SIGN PERMIT	25.00	25.00	-
APPLIC FEE-BD OF PLAN/APL	50.00	50.00	-
APPLIC FEE-COMM BLDG PRMT	60.00	60.00	-
APPLIC FEE-RES ACCES.STRC	30.00	30.00	-
APPLIC FEE-RES BLDG PRMIT	30.00	30.00	-
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00	-
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00	-
BUILDING PERMIT FEES			
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00	-
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00	-
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00	-
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00	-
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00	-
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00	-
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00	-
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50	-
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00	-
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00	-
PLAN REVIEW FEES			
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00	-
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00	-
ZONING REVIEW - ANY VALUE	20.00	20.00	-
\$0.00 to \$5,000.00	25.00	25.00	-
\$5,001.00 to \$10,000.00	30.00	30.00	-
\$10,001.00 to \$50,000.00	60.00	60.00	-
\$50,001.00 to \$100,000.00	80.00	80.00	-
\$100,001.00 to \$200,000.00	100.00	100.00	-
\$200,001.00 to \$500,000.00	340.00	340.00	-
\$500,001.00 AND OVER	340.00	340.00	-
EACH \$500,000.00 OF VALUATION	20.00	20.00	-
PROCESSING FEES			
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	-	200.00	200.00
CERTIFICATE OF COMPLETION	20.00	20.00	-
CERTIFICATE OF OCCUPANCY	20.00	20.00	-
CHANGE CONTRACTOR FEE	25.00	25.00	-
CHANGE SUB-CONTRACTOR FEE	10.00	10.00	-
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00	-
CLOSEOUT FEES-REACTV.MISC	40.00	40.00	-
CLOSEOUT FEES-REACTV.POOL	120.00	120.00	-
EXPIRED PERMIT RENEWAL	-	Cost of original permit excluding impact fees already paid	VARIABLE

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
FINES - WORK PERFORMED WITHOUT A PERMIT	2X Permit Fee	\$200.00 or 2X Permit Fee - whichever is greater	VARIABLE
FLOOD DETERMINATION LETTER	-	50.00	50.00
GENERAL INSPECTION FEE	-	40.00	40.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	-	500.00	500.00
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	-	50.00	50.00
PLACARD FEE	3.00	3.00	-
PLACARD REPLACEMENT FEE	10.00	10.00	-
ROW-RESIDENTIAL DRIVEWAY APRON FEE	-	125.00	125.00
TECHNOLOGY FEE	-	10% of the value of all permits	VARIABLE
LAND DEVELOPMENT FEES			
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)			
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00	50.00	-
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00	-
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00	-
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00	-
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00	250.00	-
PLAT - FINAL (BASE FEE)	500.00	500.00	-
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	-	25.00	25.00
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 3 COMMERCIAL LOTS	500.00	500.00	-
REZONING - NON-PUD/CODE AMENDMENT	1,200.00	1,200.00	-
REZONING - PUD	2,000.00	2,000.00	-
REZONING - PUD AMENDMENT	1,250.00	1,250.00	-
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	-	100.00	100.00
SITE PLAN REVIEW-LAND DEV	1,200.00	1,200.00	-
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST	
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00	-
SPECIAL EXCEPTION-LAND DEV	500.00	500.00	-
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00	-
STREET NAME CHANGE	350.00	350.00	-
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,000.00	1,000.00	-
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	-	25.00	25.00
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost	
VARIANCE NON-RESIDENTIAL	500.00	500.00	-
VARIANCE RESIDENTIAL	350.00	350.00	-
WAVIERS AND APPEALS TO BOPA	300.00	300.00	-
ALL OTHER	300.00	300.00	-
ZONING VERIF LETTER/REBUILD (NON PUD)	50.00	50.00	-
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH	125.00	125.00	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
SITE PERMIT FEE			
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00	
ELECTRICAL PERMITS			
ELECTRICAL - COMMERCIAL	60.00	60.00	-
ELECTRICAL - RESIDENTIAL	30.00	30.00	-
ELEC - CIRCUIT UP TO 10	6.00	6.00	-
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00	-
ELEC - PRE POWER COMMERCIAL	100.00	100.00	-
ELEC - POOL COMMERCIAL	200.00	200.00	-
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00	-
ELEC - TEMP POWER POLE	50.00	50.00	-
ELEC - PER AMP SINGLE PHASE	0.60	0.60	-
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50	-
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00	-
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00	-
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00	-
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00	-
FIRE PLAN REVIEWS			
FIRE PLAN REV/<20K SQ FT	60.00	60.00	-
FIRE REVIEW/20,001-30K SQ'	90.00	90.00	-
FIRE REVW/30,001-40K SQ'	120.00	120.00	-
FIRE REVW/40,001-50K SQ'	150.00	150.00	-
FIRE REVW/50,001-60K SQ'	180.00	180.00	-
FIRE REVW/60,001-70K SQ'	210.00	210.00	-
FIRE REVW/70,001-80K SQ'	240.00	240.00	-
FIRE REVW/80,001-90K SQ'	270.00	270.00	-
FIRE PLAN REV/>90,001 SQ'	300.00	300.00	-
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00	-
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00	-
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50	-
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00	-
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00	-
	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000	
FIRE SPRINKLER OVER 10,000 SQ FEET			
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00	-
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00	-
COMMERCIAL COOKING - EACH HOOD	75.00	75.00	-
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00	-
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00	-
EMERGENCY GENERATOR	75.00	75.00	-
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00	-
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00	-
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00	-
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00	-

SYSTEM TEST FEES

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00	-
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00	-
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00	-
FIRE HYDRANT FLOW TEST	25.00	25.00	-
FIRE PUMP TEST	25.00	25.00	-
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00	-
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00	-
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00	-
ANNUAL FIRE SAFETY INSPECTION FEES			
0 -3,000 SQ. FT. (INITIAL)	30.00	40.00	10.00
3,001 - 5,000 SQ. FT. (INITIAL)	50.00	50.00	-
5,001 - 10,000 SQ. FT. (INITIAL)	60.00	60.00	-
10,001 - 15,000 SQ. FT. (INITIAL)	100.00	100.00	-
15,001 - 20,000 SQ. FT. (INITIAL)	120.00	120.00	-
20,001 - 30,000 SQ. FT. (INITIAL)	150.00	150.00	-
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00	-
1ST REINSPECTION	-	40.00	40.00
2ND REINSPECTION	25.00	50.00	25.00
3RD AND SUBSEQUENT REINSPECTIONS	50.00	160.00	110.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
PLUMBING PERMIT FEES			
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00	-
PLUMB-MIN FEE-ALL OTHER	60.00	60.00	-
PLUMB - BACKFLOW DEVICE	5.00	5.00	-
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00	-
PLUMB - WATER SERVICE PIPING	10.00	10.00	-
PLUMB - STORMWATER	250.00	250.00	-
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00	-
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00	-
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00	-
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00	-
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50	-
PLUMB - SEWER PER HOUSE	10.00	10.00	-
PLUMB - EACH FIXTURE	5.00	5.00	-
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00	-
PLUMB - METER RESET	10.00	10.00	-
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00	-
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00	-
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00	-
BUILDING PERMIT RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	40.00	10.00
RE-INSPECTION FEE-SECOND	45.00	50.00	5.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	60.00	160.00	100.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
PUBLIC WORKS RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	40.00	10.00
RE-INSPECTION FEE-SECOND	45.00	50.00	5.00

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	60.00	160.00	100.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))			
WASTEWATER TAP FEES			
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00	-
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%	
WATER TAP FEES			
WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%	
WATER METER SET FEES			
INSIDE CITY:			
WATER METER SET - 3/4"	500.00	500.00	-
WATER METER SET - 1"	625.00	625.00	-
WATER METER SET - 1 1/2"	1,050.00	1,050.00	-
WATER METER SET - 2"	1,450.00	1,450.00	-
WATER METER SET - 2" (HIGH FLOW)	-	2,160.00	2,160.00
WATER METER SET - 3" (HIGH FLOW)	2,300.00	2,300.00	-
WATER METER SET - 4" (HIGH FLOW)	3,600.00	3,600.00	-
OUTSIDE CITY:			
WATER METER SET - 3/4"	625.00	625.00	-
WATER METER SET - 1"	781.25	781.25	-
WATER METER SET - 1 1/2"	1,312.50	1,312.50	-
WATER METER SET - 2"	1,812.50	1,812.50	-
WATER METER SET - 2" (HIGH FLOW)	-	2,700.00	2,700.00
WATER METER SET - 3" (HIGH FLOW)	2,875.00	2,875.00	-
WATER METER SET - 4" (HIGH FLOW)	4,500.00	4,500.00	-
GAS PERMIT FEES			
GAS - PER OUTLET (1-4)	2.00	2.00	-
GAS - PERMIT RESIDENTIAL	30.00	30.00	-
GAS - PERMIT COMMERCIAL	60.00	60.00	-
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50	-
MECHANICAL PERMIT FEES			
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00	-
MECHANICAL-ALL OTHER	60.00	60.00	-
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00	-
DUCTWORK ONLY	Valuation	Valuation	
MECH - 0 - 3 TONS	65.00	65.00	-
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00	-
MECH - 3+ - 10 TONS PER TON	11.00	11.00	-
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00	-
MECH - 10+ - 25 TONS PER TON	9.00	9.00	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00	-
MECH - 25+ - 50 TONS, PER TON	5.50	5.50	-
MECH - 50+ TONS, INITIAL FEE	414.00	414.00	-
MECH - 50+ TONS PER TON	4.50	4.50	-
SIGN PERMIT FEES			
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	25% OF ORIGINAL PERMIT FEE	
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00	-
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25	-
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00	-
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25	-
TEMPORARY SIGN-PER DAY	1.00	1.00	-
MISC. BUILDING & ZONING FEES			
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00	-
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL SHED	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00	-
BUSINESS USE OF FOOD TRUCK	25.00/Year	25.00/Year	-
COMMERCIAL STOCKING PERMIT	100.00	100.00	-
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00	-
FOOD TRUCK ANNUAL PERMIT	125.00/Year	125.00/Year	-
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00	-
GARAGE SALE PERMIT	5.00	5.00	-
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	-	500.00	
LOW VOLTAGE SYSTEM LABEL	55.00	55.00	-
METER RESET FEE	10.00	10.00	-
MOBILE HOME PERMIT (Set-up)	250.00	250.00	-
MOVING PERMIT (HOUSE MOVING)	200.00	200.00	-
ROOF - NEW OR REPLACEMENT	50.00	50.00	-
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00	-
SIDEWALK PER LINEAR FT	13.00	13.00	-
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A	
BASE FEE (PER EVENT)	200.00	200.00	-
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event	
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A	
SMALL EVENT	50.00	50.00	-
LARGE EVENT	150.00	150.00	-
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event	
TENT PERMIT	50.00	50.00	-
TREE REMOVAL PERMIT, FIRST TREE	30.00	30.00	-
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00	5.00	-
PASS-THROUGH FEES			
(ACTUAL CONSULTANT COSTS AS APPLICABLE)			
LEGAL NOTICES	Actual Cost	Actual Cost	
ADVERTISING	Actual Cost	Actual Cost	
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost	
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL,			

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
PLUMBING OR ENGINEERING (INCLUDING STORMWATER) INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,	Actual Cost	Actual Cost	
PLUMBING OR ENGINEERING (INCLUDING STORMWATER) RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,	Actual Cost	Actual Cost	
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	

CODE ENFORCEMENT

MISC.

SPECIAL MASTER	250.00	250.00	-
SPECIAL MASTER (PER DAY)	500.00	500.00	-
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00	-
CODE FINE (CLASS I)	50.00	50.00	-
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00	-
CODE FINE (CLASS II)	100.00	100.00	-
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00	-
CODE FINE (CLASS III)	250.00	250.00	-
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00	-
LICENSED OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT (FIRST OFFENSE)	-	250.00	250.00
LICENSED OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT (EACH SUBSEQUENT OFFENSE)	-	500.00	500.00

CITY CLERK

MISCELLANEOUS CHARGES FOR COPIES			
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15	-
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20	-
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50	-
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75	-
LARGER SIZE COPIES	Actual Cost	Actual Cost	
DUPLICATION			
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page	\$1.00 Per Page	
DUPLICATE DVD	0.32	2.00	1.68
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00	-

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
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UTILITIES

UTILITY DEPOSIT RATES

RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS
VERIFIED BY APPROVED PROVIDER:

GREEN

WATER	50.00	50.00	-
SEWER	50.00	50.00	-
SOLID WASTE	50.00	50.00	-

YELLOW

WATER	75.00	75.00	-
SEWER	75.00	75.00	-
SOLID WASTE	75.00	75.00	-

RED

WATER	100.00	100.00	-
SEWER	100.00	100.00	-
SOLID WASTE	100.00	100.00	-

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK, **OR IF THEY REFUSE CREDIT CHECK.**

DEPOSIT OF \$150 REQUIRED FOR PROPERTY MANAGEMENT COMPANIES OR LANDLORDS IN LIEU OF FULL DEPOSIT TO RECEIVE SERVICES WHILE PREPARING PROPERTY FOR NEW TENANTS.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE

WATER/SEWER UTILITY RATES

WATER

WATER FIXED MONTHLY CHARGES**INSIDE CITY:**

WATER RESIDENTIAL 3/4" METER-MONTHLY	8.83	9.32	0.49
WATER RESIDENTIAL 1" METER-MONTHLY	8.83	9.32	0.49
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	29.43	31.05	1.62
WATER RESIDENTIAL 2" METER-MONTHLY	47.10	49.69	2.59
WATER RESIDENTIAL 3" METER-MONTHLY	128.06	135.10	7.04
WATER RESIDENTIAL 4" METER-MONTHLY	220.78	232.92	12.14
WATER RESIDENTIAL 6" METER-MONTHLY	470.99	496.90	25.90
WATER RESIDENTIAL 8" METER-MONTHLY	824.24	869.57	45.33
WATER RESIDENTIAL 10" METER-MONTHLY	1,236.37	1,304.37	68.00

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	8.35	8.81	0.46
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	8.83	9.32	0.49
WATER NON-RESIDENTAL 1" METER-MONTHLY	14.72	15.53	0.81
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	29.43	31.05	1.62
WATER NON-RESIDENTAL 2" METER-MONTHLY	47.10	49.69	2.59
WATER NON-RESIDENTAL 3" METER-MONTHLY	128.06	135.10	7.04
WATER NON-RESIDENTAL 4" METER-MONTHLY	220.78	232.92	12.14
WATER NON-RESIDENTAL 6" METER-MONTHLY	470.99	496.90	25.90
WATER NON-RESIDENTAL 8" METER-MONTHLY	824.24	869.57	45.33
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,236.37	1,304.37	68.00
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	8.35	8.81	0.46
OUTSIDE CITY:			
WATER RESIDENTAL 3/4" METER-MONTHLY	11.04	11.65	0.61
WATER RESIDENTAL 1" METER-MONTHLY	11.04	11.65	0.61
WATER RESIDENTAL 1 1/2" METER-MONTHLY	36.79	38.82	2.02
WATER RESIDENTAL 2" METER-MONTHLY	58.87	62.11	3.24
WATER RESIDENTAL 3" METER-MONTHLY	160.07	168.87	8.80
WATER RESIDENTAL 4" METER-MONTHLY	275.97	291.15	15.18
WATER RESIDENTAL 6" METER-MONTHLY	588.74	621.12	32.38
WATER RESIDENTAL 8" METER-MONTHLY	1,030.30	1,086.97	56.67
WATER RESIDENTAL 10" METER-MONTHLY	1,545.46	1,630.46	85.00
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	10.44	11.01	0.57
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	11.04	11.65	0.61
WATER NON-RESIDENTAL 1" METER-MONTHLY	18.40	19.41	1.01
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	36.79	38.82	2.02
WATER NON-RESIDENTAL 2" METER-MONTHLY	58.87	62.11	3.24
WATER NON-RESIDENTAL 3" METER-MONTHLY	160.07	168.87	8.80
WATER NON-RESIDENTAL 4" METER-MONTHLY	275.97	291.15	15.18
WATER NON-RESIDENTAL 6" METER-MONTHLY	588.74	621.12	32.38
WATER NON-RESIDENTAL 8" METER-MONTHLY	1,030.30	1,086.97	56.67
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,545.46	1,630.46	85.00
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	10.44	11.01	0.57
WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
WATER INSIDE CITY:			
WATER RESIDENTAL 0 TO 2,000 GALLONS	4.20	4.43	0.23
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	8.39	8.85	0.46
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	9.65	10.18	0.53
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	10.49	11.06	0.58
WATER RESIDENTAL OVER 15,000 GALLONS	11.33	11.95	0.62
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	4.20	4.43	0.23
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	8.39	8.85	0.46
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	9.65	10.18	0.53
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	10.49	11.06	0.58
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	11.33	11.95	0.62
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	8.39	8.85	0.46

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	8.39	8.85	0.46
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	9.65	10.18	0.53
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	9.65	10.18	0.53
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	9.65	10.18	0.53
WATER MULTI UNIT NON-RESIDENTIAL 0 TO 2,000 GALLONS	4.20	4.43	0.23
WATER MULTI UNIT NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	8.39	8.85	0.46
WATER MULTI UNIT NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	9.65	10.18	0.53
WATER MULTI UNIT NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	10.49	11.06	0.58
WATER MULTI UNIT NON-RESIDENTIAL OVER 15,000 GALLONS	11.33	11.95	0.62
WATER OUTSIDE CITY:			
WATER RESIDENTIAL 0 TO 2,000 GALLONS	5.25	5.54	0.29
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	10.48	11.06	0.58
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	12.07	12.73	0.66
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	13.11	13.83	0.72
WATER RESIDENTIAL OVER 15,000 GALLONS	14.16	14.94	0.78
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	5.25	5.54	0.29
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	10.48	11.06	0.58
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	12.07	12.73	0.66
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	13.11	13.83	0.72
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	14.16	14.94	0.78
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	10.48	11.06	0.58
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	10.48	11.06	0.58
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	12.07	12.73	0.66
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	12.07	12.73	0.66
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	12.07	12.73	0.66
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 0 TO 2,000 GALLONS	5.25	5.54	0.29
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	10.48	11.06	0.58
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	12.07	12.73	0.66
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	13.11	13.83	0.72
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL OVER 15,000 GALLONS	14.16	14.94	0.78
SEWER			
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY:			
SEWER RESIDENTIAL 3/4" METER-MONTHLY	12.67	13.37	0.70
SEWER RESIDENTIAL 1" METER-MONTHLY	12.67	13.37	0.70
SEWER RESIDENTIAL 1 1/2" METER-MONTHLY	42.23	44.55	2.32
SEWER RESIDENTIAL 2" METER-MONTHLY	67.57	71.29	3.72
SEWER RESIDENTIAL 3" METER-MONTHLY	183.71	193.81	10.10
SEWER RESIDENTIAL 4" METER-MONTHLY	316.73	334.15	17.42
SEWER RESIDENTIAL 6" METER-MONTHLY	675.71	712.87	37.16

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
SEWER RESIDENTAL 8" METER-MONTHLY	1,182.49	1,247.52	65.04
SEWER RESIDENTAL 10" METER-MONTHLY	1,773.73	1,871.28	97.56
SEWER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	11.97	12.63	0.66
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	12.67	13.37	0.70
SEWER NON-RESIDENTAL 1" METER-MONTHLY	21.11	22.27	1.16
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	42.23	44.55	2.32
SEWER NON-RESIDENTAL 2" METER-MONTHLY	67.57	71.29	3.72
SEWER NON-RESIDENTAL 3" METER-MONTHLY	183.71	193.81	10.10
SEWER NON-RESIDENTAL 4" METER-MONTHLY	316.73	334.15	17.42
SEWER NON-RESIDENTAL 6" METER-MONTHLY	675.71	712.87	37.16
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,182.49	1,247.52	65.04
SEWER NON-RESIDENTAL 10" METER-MONTHLY	1,773.73	1,871.28	97.56
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	11.97	12.63	0.66
SEWER OUTSIDE CITY:			
SEWER RESIDENTAL 3/4" METER-MONTHLY	15.84	16.71	0.87
SEWER RESIDENTAL 1" METER-MONTHLY	15.84	16.71	0.87
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	52.79	55.69	2.90
SEWER RESIDENTAL 2" METER-MONTHLY	84.47	89.11	4.65
SEWER RESIDENTAL 3" METER-MONTHLY	229.63	242.26	12.63
SEWER RESIDENTAL 4" METER-MONTHLY	395.92	417.69	21.78
SEWER RESIDENTAL 6" METER-MONTHLY	844.63	891.09	46.45
SEWER RESIDENTAL 8" METER-MONTHLY	1,478.11	1,559.40	81.30
SEWER RESIDENTAL 10" METER-MONTHLY	2,217.16	2,339.11	121.94
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	14.97	15.79	0.82
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	15.84	16.71	0.87
SEWER NON-RESIDENTAL 1" METER-MONTHLY	26.39	27.84	1.45
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	52.79	55.69	2.90
SEWER NON-RESIDENTAL 2" METER-MONTHLY	84.47	89.11	4.65
SEWER NON-RESIDENTAL 3" METER-MONTHLY	229.63	242.26	12.63
SEWER NON-RESIDENTAL 4" METER-MONTHLY	395.92	417.69	21.78
SEWER NON-RESIDENTAL 6" METER-MONTHLY	844.63	891.09	46.45
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,478.11	1,559.40	81.30
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,217.16	2,339.11	121.94
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	14.97	15.79	0.82
SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
SEWER INSIDE CITY:			
SEWER RESIDENTAL 0 TO 2,000 GALLONS	3.26	3.44	0.18
SEWER RESIDENTAL OVER 2,000	9.86	10.41	0.54
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.26	3.44	0.18
SEWER RESIDENTAL MULTI UNIT OVER 2,000	9.86	10.41	0.54
		-	
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	9.86	10.41	0.54
SEWER NON-RESIDENTAL OVER 2,000	9.86	10.41	0.54
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.26	3.44	0.18
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	9.86	10.41	0.54

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
		-	
SEWER RESIDENTIAL 0 TO 2,000 GALLONS	4.07	4.30	0.22
SEWER RESIDENTAL OVER 2,000	12.33	13.01	0.68
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.07	4.30	0.22
SEWER RESIDENTAL MULTI UNIT OVER 2,000	12.33	13.01	0.68
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	12.33	13.01	0.68
SEWER NON-RESIDENTAL OVER 2,000	12.33	13.01	0.68
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.07	4.30	0.22
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	12.33	13.01	0.68
FIRE LINE SPRINKLERS			
1" FIRE LINE SPRINKLER - INSIDE CITY	2.19	2.31	0.12
2" FIRE LINE SPRINKLER - INSIDE CITY	4.34	4.58	0.24
4" FIRE LINE SPRINKLER - INSIDE CITY	8.68	9.16	0.48
6" FIRE LINE SPRINKLER - INSIDE CITY	17.35	18.30	0.95
8" FIRE LINE SPRINKLER - INSIDE CITY	34.73	36.64	1.91
10" FIRE LINE SPRINKLER - INSIDE CITY	69.42	73.24	3.82
12" FIRE LINE SPRINKLER - INSIDE CITY	138.83	146.47	7.64
1" FIRE LINE SPRINKLER - OUTSIDE CITY	2.72	2.87	0.15
2" FIRE LINE SPRINKLER - OUTSIDE CITY	5.43	5.73	0.30
4" FIRE LINE SPRINKLER - OUTSIDE CITY	10.88	11.48	0.60
6" FIRE LINE SPRINKLER - OUTSIDE CITY	21.70	22.89	1.19
8" FIRE LINE SPRINKLER - OUTSIDE CITY	43.39	45.78	2.39
RENEWAL/REPLACEMENT			
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75	-
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75	-
MISC./REPLACEMENT FEES			
ACCOUNT FEES:			
ADMINISTRATIVE FEES	25.00	25.00	-
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00	-
DELINQUENT ACCOUNT FEE	25.00	30.00	5.00
LATE PAYMENT PENALTY			
(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)	15%	15%	-
COLLECTION AGENCY PERCENTAGE	35%	35%	-
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00	25.00	-
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00	30.00	-
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00	40.00	-
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.	5% of Face Amt.	-
SUSPENDED ACCOUNT FEE	10.00	15.00	5.00
SUSPENDED ACCOUNT FEE - REACTIVATION	10.00	15.00	5.00
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00	-
OTHER MISC./REPLACEMENT FEES:			
POOL FILL READING	10.00	10.00	-
TEMPORARY TURN-ON	25.00	25.00	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor	
BROKEN HARD LOCK	35.00	35.00	-
BROKEN SOFT LOCK	30.00	30.00	-
BROKEN MASTER LOCK	45.00	45.00	-
METER BENCH TEST	75.00	75.00	-
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor	
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor	
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor	
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor	
LABOR CHARGE PER HOUR	N\A	N\A	
METER BOX	Actual Cost+Labor	Actual Cost+Labor	
ADDITIONAL METER CHECK AT LOCATION	15.00	20.00	5.00
OVERTIME CHARGE	52.00	52.00	-
PULLED/SET METER	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.	
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor	
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor	
METER RISER 7"	Actual Cost+Labor	Actual Cost+Labor	
METER RISER 9"	Actual Cost+Labor	Actual Cost+Labor	
REUSE WATER	Cost as per contract - all locations	Cost as per contract - all locations	
BOOT DAMAGED, STOLEN	26.00	26.00	-
HYDRANT RENTAL -			
METER DEPOSIT	1,700.00	1,700.00	-
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
WTR 0-2,000 GALLONS	8.39	8.85	0.46
WTR 2,001-5,000 GALLONS	8.39	8.85	0.46
WTR 5,001-10,000 GALLONS	9.65	10.18	0.53
WTR 10,001-15,000 GALLONS	9.65	10.18	0.53
WTR > 15,000 GALLONS	9.65	10.18	0.53
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY	
SOLID WASTE COLLECTION			
RESIDENTIAL			
RESIDENTIAL TOTER	23.01	23.01	-
EXTRA RESIDENTIAL TOTER	8.90	8.90	-
EXTRA RESIDENTIAL TOTER DEPOSIT	30.00	30.00	-
BULK RATE PER CUBIC YARD	8.30	8.30	-
COMMERCIAL			
COMMERCIAL CONTAINERS - MONTHLY FEES:			
2 YARD			
PU/WK - 1	79.92	79.92	-
PU/WK - 2	159.84	159.84	-
PU/WK - 3	239.76	239.76	-
PU/WK - 4	319.68	319.68	-
PU/WK - 5	399.60	399.60	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE		FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
4 YARD	PU/WK - 6	479.52	479.52	-
	XPU	19.98	19.98	-
	PU/WK - 1	159.84	159.84	-
	PU/WK - 2	319.68	319.68	-
	PU/WK - 3	479.52	479.52	-
	PU/WK - 4	639.36	639.36	-
	PU/WK - 5	799.20	799.20	-
6 YARD	PU/WK - 6	959.04	959.04	-
	XPU	39.96	39.96	-
	PU/WK - 1	239.76	239.76	-
	PU/WK - 2	479.52	479.52	-
	PU/WK - 3	719.28	719.28	-
	PU/WK - 4	959.04	959.04	-
	PU/WK - 5	1,198.80	1,198.80	-
8 YARD	PU/WK - 6	1,438.56	1,438.56	-
	XPU	59.94	59.94	-
	PU/WK - 1	319.68	319.68	-
	PU/WK - 2	639.36	639.36	-
	PU/WK - 3	959.04	959.04	-
	PU/WK - 4	1,278.72	1,278.72	-
	PU/WK - 5	1,598.40	1,598.40	-
T96 CARTS	PU/WK - 6	1,918.08	1,918.08	-
	XPU	79.92	79.92	-
	PU/WK - 2	34.39	34.39	-
COMMERCIAL CONTAINERS - DEPOSITS:				
2 YARD	PU/WK - 1	159.84	159.84	-
	PU/WK - 2	319.68	319.68	-
	PU/WK - 3	479.52	479.52	-
	PU/WK - 4	639.36	639.36	-
	PU/WK - 5	799.20	799.20	-
	PU/WK - 6	959.04	959.04	-
4 YARD	PU/WK - 1	319.68	319.68	-
	PU/WK - 2	639.36	639.36	-
	PU/WK - 3	959.04	959.04	-
	PU/WK - 4	1,278.72	1,278.72	-
	PU/WK - 5	1,598.40	1,598.40	-
	PU/WK - 6	1,918.08	1,918.08	-
6 YARD	PU/WK - 1	479.52	479.52	-
	PU/WK - 2	959.04	959.04	-
	PU/WK - 3	1,438.56	1,438.56	-
	PU/WK - 4	1,918.08	1,918.08	-
	PU/WK - 5	2,397.60	2,397.60	-
	PU/WK - 6	2,877.12	2,877.12	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE		FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
8 YARD				
	PU/WK - 1	639.36	639.36	-
	PU/WK - 2	1,278.72	1,278.72	-
	PU/WK - 3	1,918.08	1,918.08	-
	PU/WK - 4	2,557.44	2,557.44	-
	PU/WK - 5	3,196.80	3,196.80	-
	PU/WK - 6	3,836.16	3,836.16	-
T96 CARTS				
	PU/WK - 2	75.00	75.00	-
ROLL-OFF RESIDENTIAL (PER PULL)				
	20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
	30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
	40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
ROLL-OFF COMMERCIAL (PER PULL) 2 PULL MINIMUM PER MONTH				
	20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
	30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
	40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	258.19	258.19	-
	DISPOSAL COST	Actual	Actual	
	DISPOSAL COST - GREEN	Actual	Actual	
	DISPOSAL COST - C&D	Actual	Actual	
	DISPOSAL COST - MIXED DEBRIS	Actual	Actual	
ROLL-OFF RESIDENTIAL/COMMERCIAL - DEPOSIT				
	20 YARD	516.38	516.38	-
	30 YARD	516.38	516.38	-
	40 YARD	516.38	516.38	-
MISC COMMERCIAL CONTAINER CHARGES				
	CASTER/WHEELS	10.00	10.00	-
	LOCKING LID	15.05	15.05	-
	20YD TRASH COMPACTOR	516.38	516.38	-
	30YD TRASH COMPACTOR	516.38	516.38	-
	40YD TRASH COMPACTOR	516.38	516.38	-
	RESET DUMPSTER	68.49	68.49	-
STORMWATER				
STORMWATER UTILITY FEE				
CHARGES PER EQUIVALENT RESIDENTIAL UNIT (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH, (\$96.00 ANNUALLY).				
POLICE FEES				
MISC.				
	REPORTS	1.00	1.00	-
	FINGERPRINTS	5.00	5.00	-
	DVD	1.00	1.00	-

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
BODY WORN CAMERA VIDEO	-	\$0.90 PER MINUTE	VARIABLE
VEHICLE EQUIPMENT CHECK	4.00	4.00	-
GOLF CART REGISTRATION	25.00	25.00	-
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	-
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00	-
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00	-
ANIMAL CONTROL			
EUTHANASIA REQUEST BY OWNER	100.00	100.00	-
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00	-
DEAD ANIMAL REMOVAL - PRIVATE PROPERTY	30.00	30.00	-
NEUTERED MALE DOG - EACH	5.00	5.00	-
NEUTERED MALE CAT - EACH	5.00	5.00	-
SPAYED FEMALE DOG - EACH	5.00	5.00	-
SPAYED FEMALE CAT - EACH	5.00	5.00	-
UNALTERED PERMIT - EACH	25.00	25.00	-
FIRE PROTECTION FEES			
FALSE ALARMS			
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	100.00	100.00	-
LIFT ASSIST FEE	300.00	300.00	-
GENERAL GOVERNMENT			
LIEN SEARCH	25.00	25.00	-
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%	
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule	
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost	
PARKS & RECREATION			
FACILITY/FIELD RENTALS			
SICA HALL			
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	-	90.00	90.00
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	-	45.00	45.00
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	-	160.00	160.00
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	-	80.00	80.00
SICA HALL - 3 ROOMS (BASE RATE INCLUDES 2 HOURS)	-	200.00	200.00
SICA HALL - 3 ROOMS (PER EACH ADDITIONAL HOUR)	-	100.00	100.00
SICA HALL - ALCOHOL FEE	-	100.00	100.00
SICA HALL DEPOSIT (REFUNDABLE)	100.00	100.00	-
SET-UP/BREAKDOWN (PER USE)	25.00	30.00	5.00
CLEAN UP (NO REFUND OF DEPOSIT)			
CLUBHOUSE			
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	20.00	50.00	30.00
CLUB HOUSE (EACH ADDITIONAL HOUR)	10.00	25.00	15.00
CLUB HOUSE DEPOSIT	50.00	50.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CENTENNIAL PARK			

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)

City Wide Fee Schedule - Effective October 1, 2021

FEE TYPE	FY2020-21 CURRENT	FY2021-22 PROPOSED	CHANGE
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	30.00	6.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	10.00	2.00
LARGE PAVILION DEPOSIT	50.00	25.00	(25.00)
HOLLYLAND PARK – BALL FIELDS			
FIELD PERMIT:			
DEPOSIT	50.00	50.00	-
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00	10.00	-
WITH LIGHTS (MINIMUM 2 HOURS)	15.00	15.00	-
MARKED FIELD (PER STAFF HOUR)	25.00	25.00	-
FIELD DRAGGED (PER STAFF HOUR)	25.00	25.00	-
SUNRISE PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	30.00	6.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	10.00	2.00
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	30.00	6.00
SMALL PAVILION (EACH ADDITIONAL HOUR)	8.00	10.00	2.00
GAZEBO (BASE RATE INCLUDES 3 HOURS)	8.00	30.00	22.00
GAZEBO (EACH ADDITIONAL HOUR)	8.00	10.00	2.00
ROSS POINT PARK			
BASE RATE INCLUDES 3 HOURS	150.00	180.00	30.00
EACH ADDITIONAL HOUR	50.00	60.00	10.00
DEPOSIT (REFUNDABLE)	50.00	100.00	50.00
RIVERSIDE PARK			
BASE RATE INCLUDES 3 HOURS	150.00	180.00	30.00
EACH ADDITIONAL HOUR	50.00	60.00	10.00
DEPOSIT (REFUNDABLE)	50.00	100.00	50.00

Attachment: FEE SCHEDULE FY2021-22 (2021-R-49 : Fiscal Year 2022 Fee Resolution and Previously Approved Water & Sewer Rate Increase)



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

**City Commission
Resolution**

MEETING DATE: August 10, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding Cubix Inc., the Contract to Provide Saniglaze Restoration, Everglaze Annual Maintenance and Quarterly Scrub and Rinse Services for All City Park Restrooms, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-50
APPLICANT:
PLANNER:

DISCUSSION:

The restrooms located in city parks have become increasingly difficult to maintain up to City standards. As such, it is proposed that all park restroom floors be restored and treated in order to make them more easily maintainable.

A proposal was received from Cubix, Inc., to provide treatments consisting of extensive decontamination and cleaning followed by the application of a restorative bonding process to cover restroom floors. Tiled park restrooms are proposed to receive “EnduraGLAZE” treatment, which offers a clear coat sealant. Cement floor park restrooms are proposed to receive “ChomaGLAZE” treatment, which will be a grey sealant. The cost for this work is \$21,037. The proposal included under Exhibit “A” and brochures for these products are included under Exhibit “B”.

Annually, the park restrooms will need to be maintained with “EverGLAZE” maintenance. This process will restore tile and grout and eliminate porosity to keep the floors safe and sanitary. This process is required to maintain the products warranty. The cost for this annual maintenance is \$2,385.00 for all park restrooms. The proposal for this work is included under Exhibit “C” and the brochure for the product is included under Exhibit “D”.

Finally, staff received a proposal for a quarterly scrub and rinse of all park restrooms. While this is not required for the product warranty, it is highly recommended in order to maintain park restrooms in a condition in keeping with City standards. The cost for this quarterly maintenance is \$3,180 annually for all park restrooms. The proposal for this work is included under Exhibit “E”.

Cubix, Inc., has a current contract with Orange County, Florida and has offered the City of Holly Hill the same square foot pricing for the bonding process and annual maintenance. As such, staff

recommend that the City piggyback Orange County contract #Y19-1018-MV. This contract is included under Exhibit “F”.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

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

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

FISCAL ANALYSIS:

The total cost of the initial application, the first year of annual required maintenance and the first year of quarterly maintenance is \$26,602. After the first year, the city may opt to continue ongoing maintenance services at a cost of \$5,565 annually.

There is \$80,000 in the FY2021-2022 budget for Sunrise Park Improvements in general ledger account 301-8110-580.63-00. Since the work to be performed is consider repair and maintenance, a budget resolution will be forthcoming on the next Commission meeting to transfer the required funds from the Capital improvements fund back to the General Fund facilities maintenance budget 001-4172-572.46-01. It is recommended that the restoration of all sixteen (16) park restrooms are included in this project.

STAFF RECOMMENDATION:

Approve and award Cubix, Inc., the contract to provide SaniGLAZE restoration, EverGLAZE annual maintenance and quarterly scrub and rinse services for all city park restrooms, and authorize the City Manager to execute the agreement.

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.

RESOLUTION:

APPROVE THE PIGGYBACK OF ORANGE COUNTY CONTRACT #Y19-1018-MW AND AWARD CUBIX, INC., THE CONTRACT TO PROVIDE SANIGLAZE RESTORATION, EVERGLAZE ANNUAL MAINTENANCE AND QUARTERLY SCRUB AND RINSE SERVICES FOR ALL CITY PARK RESTROOMS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)
- Exhibit F (PDF)

Resolution No. 2021-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDED CUBIX INC., THE CONTRACT TO PROVIDE SANIGLAZE RESTORATION, EVERGLAZE ANNUAL MAINTENANCE AND QUARTERLY SCRUB AND RINSE SERVICES FOR ALL CITY PARK RESTROOMS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF ORANGE COUNTY CONTRACT #Y19-1018-MW AND AWARDED CUBIX, INC., THE CONTRACT TO PROVIDE SANIGLAZE RESTORATION, EVERGLAZE ANNUAL MAINTENANCE AND QUARTERLY SCRUB AND RINSE SERVICES FOR ALL CITY PARK RESTROOMS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the restrooms in City parks are not able to be maintained up to city standards and restoration is desired; and

WHEREAS, proposals were received that will decontaminate, restore and preserve city park restrooms, provide the first year of required annual maintenance and provide quarterly scrub and rinse maintenance; and

WHEREAS, the City has been offered competitive pricing based on a contract awarded to Orange County, Florida.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute an agreement with Cubix, Inc., to provide SaniGLAZE restoration, EverGLAZE annual maintenance and quarterly scrub and rinse services for all city park restrooms.

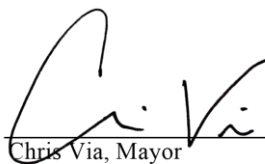
SECTION 2. That this Resolution shall take effect immediately upon its adoption.

SECTION 3. SEVERABILITY. If any section or portion of a section of this

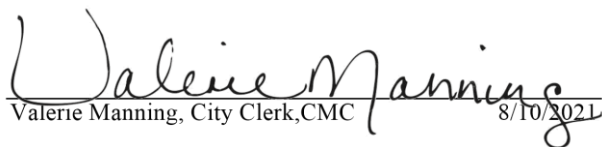
Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021.


Chris Via, Mayor

8/10/2021


Valerie Manning, City Clerk, CMC 8/10/2021



KEITH WILSON

6450 Kingspointe Pkwy, Suite 10

Orlando, FL. 32819

Phone: 407-902-6501

Fax: 407-373-7412

Email: keith@cubix-inc.com



New Tile & Grout Without Replacement

SERVICE PROPOSAL

DATE	July 19, 2021		
COMPANY	City of Holly Hill / Department of Public Works	COMPANY	City of Holly Hill/ Department of Public Works
CONTACT	Steve Juengst	CONTACT	Steve Juengst
ADDRESS	453 LPGA Blvd.	ADDRESS	453 LPGA Blvd.
	Holly Hill, Florida 32117		Holly Hill, Florida 32117
PHONE	386-248-9463	PHONE	386-248-9463
FAX		FAX	
EMAIL	sjuengst@hollyhillfl.org		

		SERVICE			SaniGLAZE
Item	AREA DESCRIPTION		COLOR	Quantity	PRICE
	Sunrise Park North 8 Restroom Floors				
	Riverside Park 2 Restroom Floors				
	Ross Point 2 RR F., Centennial Park 2 RR F.				
	Riviera Oaks Park 2 RR F.				
1	8 Restroom Floors 81SF (13.00 SF.)= 1053.00	EnduraGLAZE	Dusk	8	\$8,424.00
Sunrise Park	EnduraGLAZE , XcelKLEEN, Site Prep- Extensive				
2	2 Restroom Floors 104 SF (13.00 SF.)= 1352.00	EnduraGLAZE	Granite	2	\$2,704.00
Riverside Park	EnduraGLAZE , XcelKLEEN, Site Prep - Extensive				
3	2 Restroom Floors 50 SF (13.50 SF.)= 675.00	ChomaGLAZE	417	2	\$ 1,350.00
Ross Point	ChromaGLAZE +, XcelKLEEN, Site Prep - Extens	Plus			
	Site Prep Extensive Grind				
4	2 Restroom Floors 123 SF (13.50 SF.)= 1,660.50	ChomaGLAZE	417	2	\$3,321.00
Centennial	ChromaGLAZE +, XcelKLEEN, Site Prep - Extens	Plus			
Park	Site Prep Extensive Grind				
5	2 Restroom floors 194SF. (13.50 SF.)=2,619.00	ChomaGLAZE	417	2	\$5,238
Riveria Oaks	ChromaGLAZE +, XcelKLEEN, Site Prep - Extens	Plus			
Park	Site Prep Extensive Grind				
			Sub Total		\$ 21,037.00
			Sales Tax		
			TOTAL		\$ 21,037.00

Signature:

SANIGLAZE SERVICES BENEFITS:

Like New Appearance

Permanently Removes Embedded Contaminants

Creates a Cleaner Appearance

Ensures a more Sanitary Environment

Eliminates Odors

Easy to Clean

One Year Warranty against Product/Workmanship failure

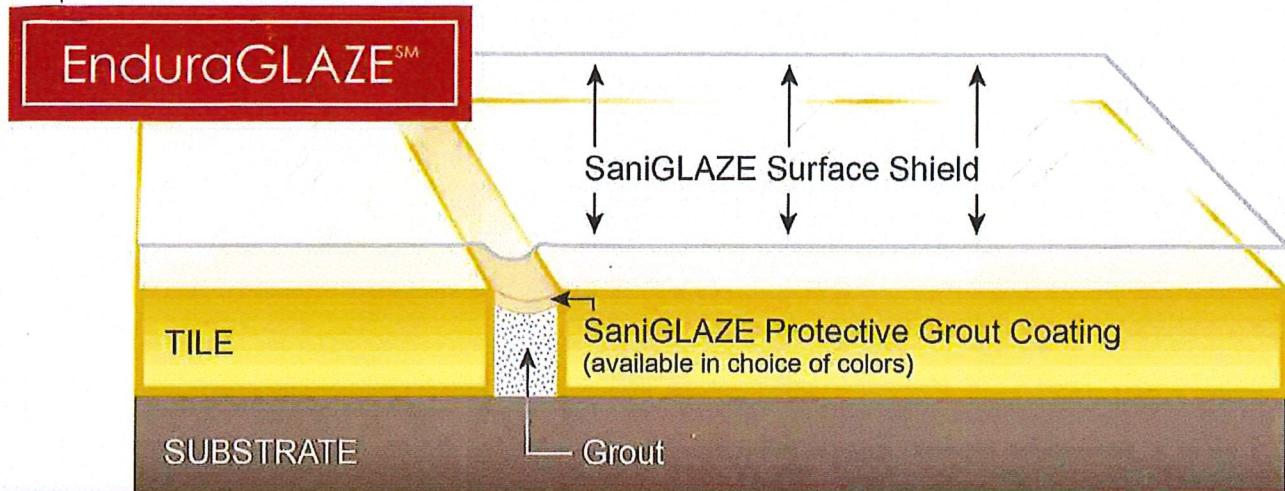
No Construction Headaches

Janitorial Training Provided

Provides a Moisture Proof Protective Shield

P.O. # :

Date:



Process Description: EnduraGLAZESM is a restorative bonding process utilizing two groups of coatings – one to overlay the grout and another to shield the entire surface. This process will restore the natural color and original luster of the tile in most cases. The grout joints will be restored to like-new condition; the color of the grout can be changed if desired. EnduraGLAZESM provides an exceptionally high level of appearance and protection.

Process Steps

Step 1: Clean and prep entire surface using SaniGLAZE's XcelKLEENSM process to remove contaminants and to prepare tile and grout for application of SaniGLAZE[®] coatings.

Step 2: Install appropriate SaniGLAZE[®] protective coating over existing grout.

Step 3: Install appropriate SaniGLAZE[®] protective shield for entire surface.

Primary Products Used

The coatings specified for the EnduraGLAZESM Process depend on several factors. Your SaniGLAZE[®] service professional can advise you on which coatings are best. There are two groups of coatings:

Grout Coatings Group:

- **SaniKOTE[®]:** Opaque armor-like coating available in a wide variety of colors. It is formulated to form-fill, making it ideal for sanded and/or wide grout joints 3/16" or greater in width.
- **High Build Glazing Compound[®]:** Opaque armor-like coating available in a wide variety of colors. Formulated to be more viscous, making it ideal for narrow and/or non-sanded grout joints that are 3/16" or less in width. Can be used to raise height of grout joints and to replace missing grout.

Surface Shield Group:

- **Super Shield[®]:** Durable, clear topical polymer coating suitable for a wide variety of tile types.
- **SaniTECH[®]:** Urethane based coating formulated for heavy use and high maintenance areas.
- **SaniMAX[®]:** Formulated from Xolite, a revolutionary polymer that is ultra-durable and very easy to clean.
- **SaniSEAL[®]:** An exceptional penetrating sealer (impregnator) used for quarry, brick paver and Saltillo tile; and situations where a topical coating is not recommended.

Benefits:

- Restores tile & grout to like-new
- Prevents soil and moisture penetration
- Eradicates foul odors
- Repels bacteria, mildew and mold
- Simplifies maintenance
- Eliminates expense of replacement

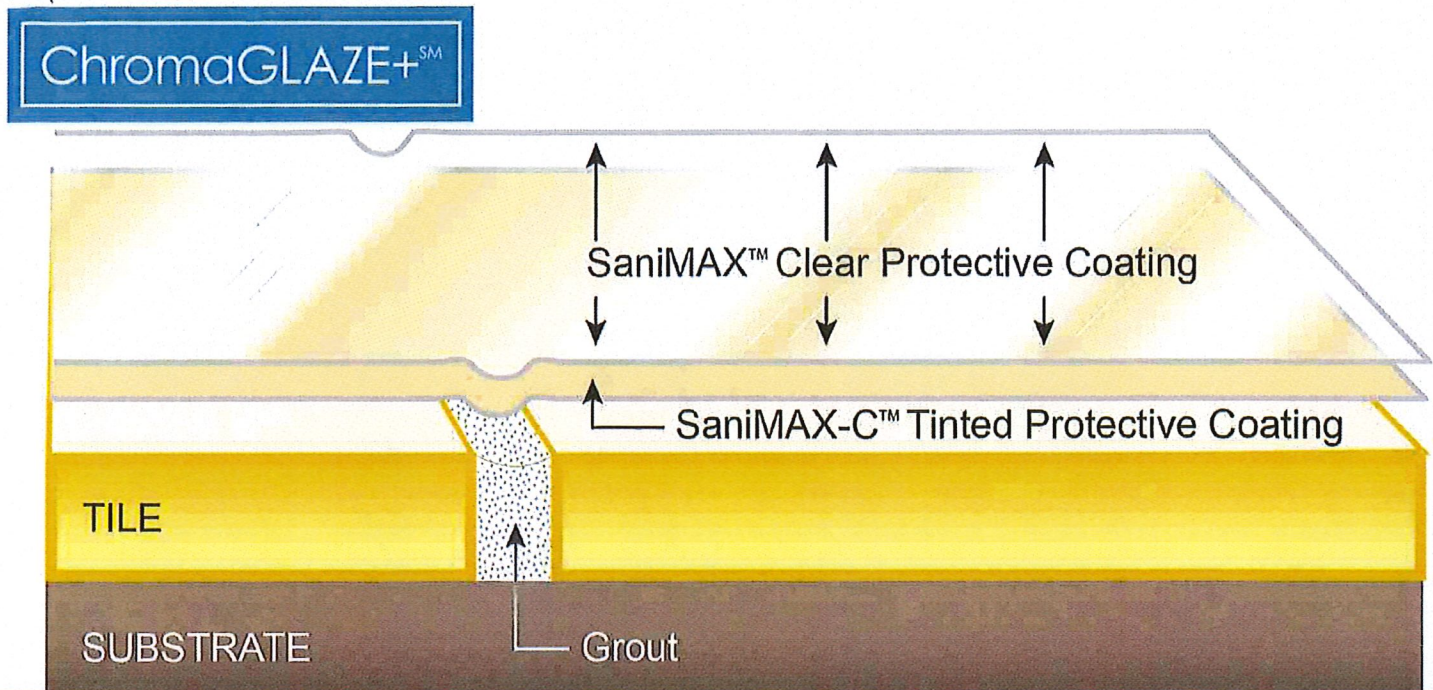
Where and When to Specify:

EnduraGLAZESM is typically specified for smaller tile sizes (1"x1" to 4"x4" tile). It is recommended for areas prone to spills, contaminants and odors such as: Restrooms, showers, locker rooms, high traffic areas and commercial kitchens.



SaniGLAZE[®]
NEW TILE & GROUT WITHOUT REPLACEMENT

www.saniglaze.com



Process Description: ChromaGLAZE+SM is a restorative bonding process utilizing two very durable coatings to overlay the entire surface. One is a pigmented coating available in a variety of colors; the other is a clear coating. This process will change the color of both the tile and grout to create a neat, unified look. A special compound of micro-particles can be added to enhance appearance and improve the coefficient of friction. ChromaGLAZE+SM provides an exceptionally high level of appearance and the ultimate in protection.

Process Steps

Step 1: Clean and prep entire surface using SaniGLAZE's XcelKLEENSM process to remove contaminants and to prepare tile and grout for application of SaniGLAZE[®] coatings.

Step 2: Install SaniMAX-C[®] protective shield over the entire surface.

Step 3: Install SaniMAX[®] protective shield over the entire surface.

The Primary Products Used

Surface Shield Group:

- **SaniMAX-C[®]:** Extremely durable, pigmented topical coating based on the revolutionary new Xolite polymer that is suitable for a wide variety of tile & grout surfaces. Available in a variety of colors.
- **SaniMAX[®]:** Extremely durable, clear topical coating based on the revolutionary new Xolite polymer that is suitable for a wide variety of tile & grout surfaces.
- **Textile[®]:** A compound of micro-particles that can be added to SaniMAX-C[®] or SaniMAX[®] to improve the coefficient of friction (COF) and improve appearance. Available in various particle sizes to create the desired COF.

Benefits

- Restores surface to a brand new appearance
- Prevents soil and moisture penetration
- Eradicates foul odors
- Repels bacteria, mildew and mold
- Simplifies maintenance
- Eliminates expense of replacement

Where and When to Specify:

ChromaGLAZE+SM is specified for all tile sizes. It is recommended for surfaces that need a color change; and for situations where an extremely durable coating is required.



SaniGLAZE
NEW TILE & GROUT WITHOUT REPLACEMENT

www.saniglaze.com



6450 Kingspointe Parkway
Suite 10
Orlando, Florida 32819
Phone: 407-902-6501
Fax: 407-373-7412
Email: keith@cubix-inc.com



BILL TO:		S	
DATE	July 19, 2021	DATE	July 19, 2021
COMPANY	City of Holly Hill / Department of Public Works	COMPANY	City of Holly Hill / Department of Public Works
CONTACT	Steve Juengst	CONTACT	Steve Juengst
ADDRESS	453 LPGA Blvd.	ADDRESS	453 LPGA Blvd.
	Holly Hill, Florida 32117		Holly Hill, Florida 32117
PHONE	386-248-9463	PHONE	386-248-9463
FAX		FAX	
EMAIL	sjuengst@hollyhillfl.org		

EverGLAZE

INSPECTION AND REJUVENATION SERVICE

		SERVICE	COLOR	FREQUENCY	Total Yearly Cost
Qty	DESCRIPTION	LEVEL		A YEAR	EverGLAZE
	Sunrise Park North 8 Restroom Floors				
	Riverside Park 2 Restroom Floors				
	Ross Point 2 RR F. , Centennial Park 2 RR F.				
	Riveria Oaks Park 2 RR F.				
8 Sunrise Park	8 Restroom Floors 81 SF (1.50 SF.)= \$ 121.50	EverGLAZE	N/A	1 x a Year	\$972.00
2	2 Restroom Floors 104 SF. (1.50 SF)= \$156.00	EverGLAZE	N/A	1 x a Year	\$312.00
Riverside Park					
2	2 Restroom Floors 50 SF. (1.50 SF)= \$ 75.00	EverGLAZE	N/A	1 x a Year	\$150.00
Ross Point					
2	2 Restroom Floors 123 SF. (1.50 SF.) = \$184.50	EverGLAZE	N/A	1 x a Year	\$369.00
Centennial Park					
2	2 Restroom Floors 194 SF (1.50 SF.) = 291.00	EverGLAZE	N/A	1 x a Year	\$ 582.00
Riveria Oaks Park					
			Sub Total		
DATE:			Sales Tax		
			TOTAL		\$2,385.00
SIGNATURE:			P O NUMBER:		

EverGLAZE	A) INSPECT SURFACES FOR ANY DAMAGE - REPORT TO CLIENT
SERVICE *	B) REJUVENATE FLOOR (Deep clean service with proprietary chemicals, harmless to glazing compound)

With **EverGLAZE**,
Your Tile Surfaces Look Like New Indefinitely.



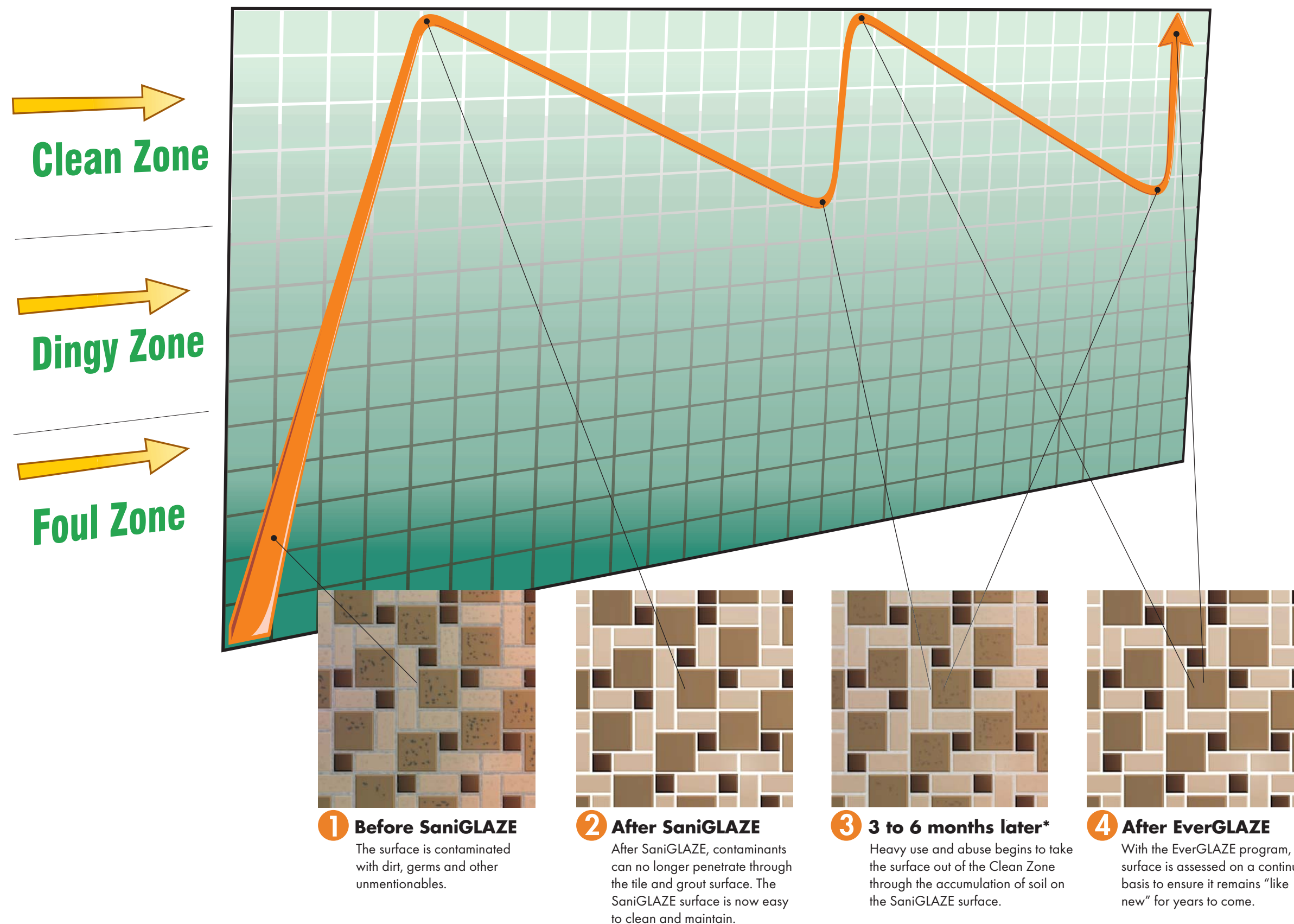
Attachment: Exhibit D (2021-R-50 : Park Restroom Improvements)

EverGLAZE[®]
MAINTENANCE PROGRAM

SaniGLAZE[®] gets you there, EverGLAZE[®] keeps you there.

EverGLAZE® Keeps You in the Clean Zone

MAINTENANCE PROGRAM



*This is an average; actual time interval depends on surface characteristics, use/abuse factors and daily maintenance practices.

Our promise to you

Both beautiful and durable, tile has been the smart flooring choice for centuries. While a properly installed tile surface can last almost indefinitely, its beauty seldom does. Due to the porosity of a tile and grout surface and the continual exposure it receives to contaminants, tile is often replaced long before it wears out.

The SaniGLAZE process not only restores tile and grout surfaces to their original beauty, but also eliminates porosity to keep them safe, sanitary and beautiful indefinitely. The exclusive EverGLAZE maintenance program is SaniGLAZE's promise to you to keep your tile and grout surfaces clean and pristine. Entrust your tile and grout to the professional care of your local, authorized SaniGLAZE service provider and enjoy years of beauty.

What is the Clean Zone?

The Clean Zone is where you should expect your tile and grout surfaces to always be. An odor-free state of sanitation and a level of cleanliness that can only be attained and sustained with the SaniGLAZE restoration process, the Clean Zone impresses building occupants and visitors alike. The Clean Zone is achieved after the initial SaniGLAZE process is completed and enables surfaces to be maintained affordably and reliably with green, environmentally-friendly products. EverGLAZE ensures surfaces remain in the Clean Zone.

Protect your investment

Enhance your SaniGLAZE Restoration Service with the EverGLAZE Maintenance Program. Keep the "like new" luster and optimum sanitation indefinitely.

SaniGLAZE Restoration Service offers an extended warranty option. This option can remain in effect as long as you adhere to the EVERGLAZE Maintenance Program schedule prescribed for your surfaces.

Here's what **SaniGLAZE** clients say.

"Our tile is over 30 years old and any attempt on our part to clean the grout lines was impossible. The SaniGLAZE process restored the tile and grout to a 'new' floor look and we received many compliments from the employees that appreciated the clean look the floors took on after the process was complete."

– **Lynn Donnelly**, Building Services Manager, *The Miami Herald Publishing Company*

"We have spent thousands of dollars updating and renovating the building to attract tenants. SaniGLAZE has been a great complement to this effort. The process has created a type of shield on the floor that was not there originally. This allows the daily cleaning process to keep the floors looking great."

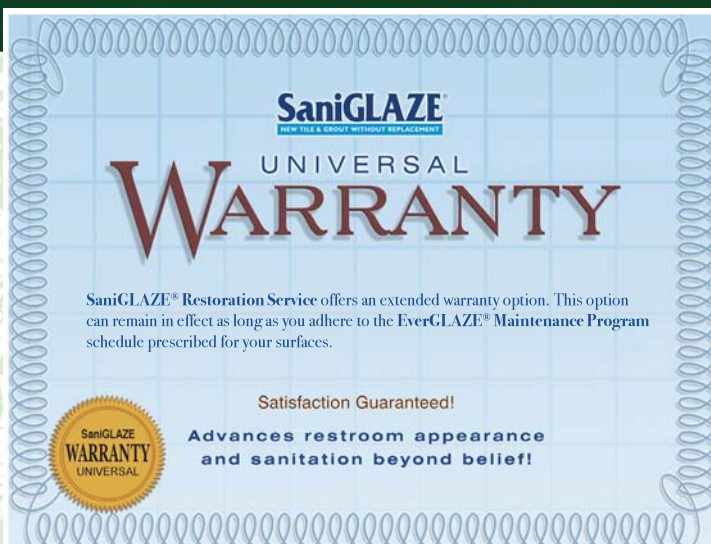
– **Dan Frey**, Property Manager, *Highwood Properties*

"It has been nearly six years since we installed SaniGLAZE on our floors and most of them have never even had a touch up done to them. I would say the process has exceeded my expectations for endurance and recurring cost."

– **Greg Pesce**, CFM, Building Supervisor, *GTE Data Services (Now Verizon)*

"Since we discovered SaniGLAZE and combined their support service program with our daily janitorial service, our restrooms are clean, sanitary and comfortable."

– **Jim Jederowski**, Coordinator Physical Plant, *University of South Florida*



The **SaniGLAZE** restoration system combined with the **EverGLAZE** maintenance program permanently enhance the durability and maximizes the aesthetic quality of your ceramic tile and grout surfaces. With **SaniGLAZE**, you get superior technology backed by a proven name that's revolutionized the tile and grout industry.



SaniGLAZE
NEW TILE & GROUT WITHOUT REPLACEMENT

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Email: keith@cubix-inc.com



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FAX		FAX	
EMAIL	sjuengst@hollyhillfl.org		

EverGLAZE

INSPECTION AND REJUVENATION SERVICE

[illegible]

EverGLAZE A) INSPECT SURFACES FOR ANY DAMAGE - REPORT TO CLIENT

EVICTOR/SEAL	A) INSPECT SURFACES FOR ANY DAMAGE - REPORT TO CLIENT
SERVICE *	B) REJUVENATE FLOOR (Deep clean service with proprietary chemicals, harmless to glazing compound)

CONTRACT # Y19-1018-MV

This Contract is made as of the 4th day of February, 2019 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Cubix, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 59-3069016.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional services providing restorative bonding services through SaniGlaze process, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Taneya Simpson, telephone no. (407) 836-7482 or by e-mail at Taneya.Simpson@ocfl.net.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on March 8, 2019 and complete all services by March 7, 2022.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed One Million, Four Hundred-Forty Thousand Dollars (\$1,440,000). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt

Payment Act.

Orange County Administrative Services
Fiscal and Operational Support
IOC2 – 400 E. South Str. 5th fl
Orlando, FL 32801
Phone (407) 836-0052

or

In the event additional County Departments/Divisions or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

All invoices along with all necessary documents for payment shall be mailed or delivered to the appropriate location above. Unless authorized by the County Department in writing, no invoices shall be sent via e-mail. Invoices sent via e-mail without the expressed authorization of the County Department shall be discarded.

Detailed invoice and statement requirements are further outlined in the Scope of Services.

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

- C. **Final Invoice:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by

Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent
- ☒ Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected

by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding ten (10) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **ten (10)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **forty-eight (48)** hours from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

ARTICLE 13 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 14 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 15 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or

indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 18 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 20 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 21 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 22 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 23 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is not:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or

2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 24 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 25 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting

a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 26 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 27 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 28 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 29**PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for the entirety of the initial (three year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at renewal intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the

County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 30 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 33 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 34 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 35 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its

business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 36 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 37 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 38 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 39 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 40 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

ORANGE COUNTY PROCUREMENT DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

and if sent to the CONTRACTOR shall be mailed to:

CUBIX, INC.
6450 KINGSPONTE PARKWAY
SUITE 10
ORLANDO, FL 32819

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Cubix, Inc.
Company Name

Carrie Mathes
Carrie Mathes, MPA, CFM, CPPO, C.P.M.,
Procurement Division Manager

Heather A. Corbitt
Signature

3-10-19
Date

Heather A. Corbitt
Typed Name

Accounting & H.R. Director
Title

March 7, 2019
Date

EXHIBIT A**SCOPE OF SERVICES****1. GENERAL REQUIREMENTS**

The Contractor shall provide SaniGlaze floor maintenance services for Orange County facilities as specified herein.

Hours of Performance:

- 1) Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
- 2) Non-Standard Hours: Non-Standard working hours are Monday through Friday, 6:01 PM to 5:59 AM, weekends, and Orange County holidays.

2. STAFFING REQUIREMENTS

- A. The Contractor shall identify a lead person or supervisor with whom the County's Representative may consult regarding contract performance throughout the duration of the contract.

The Contractor shall immediately notify the Facilities Management Contract Administrator at minimum seventy-two (72) hours prior to the replacement of a supervisor or contact person. The name and telephone number of the replacement supervisor or contact person shall be provided at that time. Any change to the Contractor's point of contact shall be subject to the approval of the County. The Contractor's Point of Contact shall have the capability to receive service requests and complaints by landline telephone and cellular, text messages, and e-mail, to facilitate timely service and corrective actions.

- B. Effective communication with the County staff and building occupants is required to perform this Scope of Services. Therefore, the Contractor shall ensure supervisors and points of contact are able to read, write, and speak English fluently.
- C. All personnel provided by the Contractor, whether employees of the Contractor or subcontractor, shall be competent and skilled in the areas of their assigned responsibilities.
- D. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.
- E. The Contractor shall ensure that all employees are properly dressed with a uniform shirt displaying the company name/logo and prominently wear a photo ID badge on the front of their uniform at all times when on County property. The Contractor shall ensure that all of its employees are clean, neat and appropriately attired during the performance of the services. The Contractor shall be responsible for providing company photo ID badges for all employees and subcontractors.

There shall be no smoking on County property at any time.

- F. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County Representative. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason.
- G. All Contractor personnel, including subcontractors, shall identify themselves at the appropriate administrative office upon arrival and prior to beginning work and upon completion of work and leaving site. Contractor personnel shall sign-in on arrival and sign-out upon completion of all services.
- H. It is the responsibility of the contractor to provide the proper training and supervision of their employees. Training records for all employees including certifications and recertification shall be provided to the County upon request.

3. PERFORMANCE REQUIREMENTS

- A. The Contractor shall conform to all Federal, State, City, and Orange County standards and regulations during the performance of the contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.

Any person found not in compliance with any laws, statutes, rules or regulations will not be allowed on the work site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.

- B. All of the services required hereunder shall be performed by the Contractor or under the Contractor's supervision. All personnel engaged in performing the services shall be fully qualified, experienced, certified, licensed and/or permitted under state and local law to perform such services.
- C. The Contractor shall remove all contractor's personnel (including subcontractors) from County property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment is deemed to be contrary to the interest of the County as determined by the County, or if it is determined that services are not being performed in accordance with the terms and conditions of this contract.

The County's request to remove any employee from this contract shall, in no instance, be considered a request for the contractor to terminate the designated individual from contractor's employment. The sole intent is removal from this contract.

- D. Work shall be scheduled to provide the least inconvenience to building occupants and visitors.
- E. The County may schedule meetings periodically to review contract terms, performance, and other contractual related matters. The Contractor shall be required to attend all meetings as requested by the Contract Administrator and County Representative at no additional cost to the County.
- F. Services not performed in accordance to the content of this contract shall be considered unsatisfactory and unacceptable. In the event of non-performance or unsatisfactory

performance by the Contractor, or employees of (including subcontractors), the County's Representative shall have the right to exercise one of the following options:

- 1) Notify the Contractor of non-performance/unsatisfactory performance and allow Contractor to correct such item of non-performance/unsatisfactory performance within a twenty-four (24) hour timeframe. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor shall not receive any further compensation.
- 2) The Contract Administrator may request the Contractor remove any Supervisor or employee if it is a personnel related issue.
- 3) The County reserves the right to correct any item of non-performance/unsatisfactory performance by any means it deems necessary to ensure the effective operation of the County's facilities. Costs incurred by the County for the correction using County employees shall be deducted from payments made to the Contractor. If another Contractor is used to correct the item, that cost will be deducted at the rate charged by the requested Contractor.

G. The County's Representative shall notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or reoccurring. The Procurement Division, may after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination for default.

4. SAFETY REQUIREMENTS

A. The Contractor shall provide and ensure that all personnel providing services under this contract are in compliance with applicable laws, standards, and health and safety requirements of the industry to include by not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- Orange County Safety & Health Manual.
- The manual can be accessed online at:
<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

The Contractor shall immediately report to the County's Representative the issues which may affect the safety of Orange County personnel or the public.

- B. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. This plan shall be submitted to the County upon request. Safety Plan shall conform to the standards and manuals outlined in the section
- C. Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out.

- D. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- E. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be promptly removed from the County's premises.
- F. The Contractor shall be responsible for all costs to repair any damage to County facilities or property caused by Contractor's services being incorrectly performed or omitted.

5. SECURITY CLEARANCE REQUIREMENTS

- A. Background checks for the Contractor's staff shall be approved by the County prior to working in any County facility. All costs for background investigations shall be Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
- B. Contractor shall comply with the different security requirements for each County facility, including but not limited to:
 - Orange County Courthouse (OCCH)
 - Orange County Correction Complex
 - Orange County Fire Rescue
- C. It shall be the Contractor's responsibility to become familiar with access to each job site and the required security clearance and check-in procedures.
- D. Background checks and additional security requirements are addressed in detail in the Scope of Service, Supplemental Information, attached herein. The Contractor is responsible for reading, understanding, and application of all contract terms.

6. TRAVEL AND PARKING

- A. The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be compensated by the County under any circumstances.
- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.

7. SPECIFICATIONS

A. EnduraGLAZE Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces; and installs solid opaque, polymer overcoat on top of existing grout lines; and installs a durable, chemical and urine resistant, clear polymer coating over the entire tile and grout surface.

B. GroutGLAZE Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces; and installs solid opaque, polymer overcoat on top of existing grout lines.

C. SurfaceGLAZE Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces; and installs a durable, chemical and urine resistant, clear polymer coating over the entire tile and grout surface.

D. ChromaGLAZE Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces; and installs a solid opaque, polymer overcoat on top of existing grout lines; and installs a durable, chemical and urine resistant, clear polymer coating over the entire tile and grout surface.

E. ChromaGLAZE+ Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces; and installs a solid clear coat of clear, polymer overcoat on top of existing grout lines; and installs a durable, chemical and urine resistant, clear polymer coating over the entire tile and grout surface.

F. XcelKLEEN Process

A multi-step process utilizing proprietary chemicals and compounds that remove embedded contaminants and surface soils from ceramic tile and grout surfaces.

G. EverGLAZE Maintenance Program

A set of procedures utilizing specialized equipment and chemicals to maintain tile and grout floor surfaces on a periodic basis that have been restored by the EndurGLAZE Tile and Grout Restoration process.

H. VariGLAZE Process

A restorative bonding process utilizing two very durable coatings plus decorative accents chips to overlay the entire surface. The base is a pigmented coating available in a variety of colors; the top coat is a clear coating. This process will change the color of both the tile and grout to create a neat, unified look. A special compound of micro-particles can be added to enhance appearance and improve the coefficient of friction. VariGLAZE provides an exceptionally high level of appearance and the ultimate in protection.

I. Site Preparation Services, Minor

Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane, removal and replacement of partitions or work area impediments, and grout sawing in cases where grout depth is insufficient to achieve permanent bonding of glazing compound. Work effort involved estimated to be **Minor**.

J. Site Preparation Services, Moderate

Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane, removal and replacement of partitions or work area impediments, and grout sawing in cases where grout depth is insufficient to achieve permanent bonding of glazing compound. Work effort involved estimated to be **Moderate**.

K. Site Preparation Services, Extensive

Pre-restoration process work necessary before commencement of restoration process steps. Examples include removal of floor coatings/caulking/polyurethane, removal and replacement of partitions or work area impediments, and grout sawing in cases where grout depth is insufficient to achieve permanent bonding of glazing compound. Work effort involved estimated to be **Extensive**.

8. COORDINATION OF WORK

The Contractor shall coordinate with the County Representative to perform all services. The Contractor shall plan and coordinate its efforts to not interfere with business operation or other contractors at the locations where work is to be performed.

- A. The Contractor shall meet with the County Representative as mutually agreed to discuss the floor care maintenance services type, quantities, and schedule.
- B. The Contractor shall prepare a quote per the price proposal form for services to be provided. The quote shall be itemize per the line items on the price proposal form and respective quantities. The quote shall also identify the time frame for service completion from receipt of authorization to proceed.
- C. Performance period in the number of calendar days shall be mutually agreed upon by the County's Representative and the Contractor and shall be included as a part of the quote. The Contractor shall provide a timeframe from date of authorization to proceed for work completion. This information shall be included on the quote and delivery order.

- D. The County reserves the right to enter into negotiations with the Contractor whenever it deems that negotiations will be in the best interest of the County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new estimate shall be prepared by the Contractor and submitted to the County Representative for approval.
- E. The County representative will provide the Contractor a minimum of seventy-two (72) hours advance notice if rescheduling or cancellation becomes necessary. Notice time frame does not include weekends and holidays.
- F. No work shall be performed under the contract without an approved Delivery Order issued by Orange County.

9. CHEMICALS

- A. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.
- B. All chemicals shall be purchased and brought on-site in ready to use containers with the original manufacturer's label that includes the name, address, phone number, instructions for use, warnings and safety instructions, and the Safety Data Sheet (SDS) as required by federal statute. All chemical containers shall have the manufacturer's quality control batch numbers included on cases or containers. Safety Data Sheet (SDS) shall be provided upon request.
- C. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state, and local laws, ordinances, rules and regulations.
- D. All cleaning chemicals shall be disposed of per manufacturer's specifications and applicable rules and regulations.

10. INVOICING REQUIREMENTS

- A. Upon delivery and acceptance of service, associated cost shall be submitted by invoice to the appropriate County department per the Special Terms and Conditions. The Contractor shall reference the contract number and the appropriate purchase or delivery order number on all invoices.

At minimum, an invoice shall contain the following information:

- Delivery order number;
 - Date of order (if possible);
 - Date of delivery;
 - Itemized charges per the delivery order and price proposal form.
 - Service location
- B. The Contractor shall submit final invoice for service within thirty (30) calendar days of completion.

- C. The County shall review invoices for required information. The County shall have the authority to reject invoices based on improper invoice format and lack of supporting documents.
- D. Contractor shall not invoice the County for services not accepted by the County. Should the County received such invoices, they shall be rejected.
- E. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract.

At minimum, the statement shall contain the following information:

- Statement date
- Invoice numbers
- Invoice dates
- Invoice total or unpaid balance if different from invoice total
- Delivery order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance

Statements shall be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the County.

SCOPE OF SERVICES SUPPLEMENTAL INFORMATION

1. GENERAL SECURITY AND IDENTIFICATION REQUIREMENTS

- A. All costs for background investigations including state and national finger-printing-based record checks shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. The Contractor shall be responsible for security clearance compliance for all employees and subcontractors. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense, including any security clearance required by the Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS) and submit them to County for determining whether the employee is allowed to work for in a particular facility.

Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

- 1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, - request forms from the Facilities Management Downtown District via e-mail from Kaela.Conyers@ocfl.net.
- 2. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from Bruce.Heffelbower@ocfl.net
- 3. For all Contractor's staff that will be working at Corrections or a Correction related facilities - request forms via e-mail from MichaelJeffrey.Adkins@ocfl.net.
- 4. For all Contractor's staff that will be working at other Orange County facilities – a Criminal History Check, conducted at the FDLE website (www.fdle.state.fl.us/ - there is a cost to the contractor), is required. Contact Bruce.Heffelbower@ocfl.net for specifics before completing the check.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following:
EXEMPT

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County
- G. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company

staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.

- J. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- K. Access to a site must be coordinated through the County's Representative.
- L. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo ID badge will be inventoried by the Facilities Management Division Contract Administrator. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$25.00 fee per each missing ID badge. However, the County may charge and collect this fee at any time during the contract.

2. SPECIAL CONDITIONS FOR WORKING AT THE CORRECTIONS COMPLEX

The following are specific conditions and rules that must be followed while providing services at the Corrections Complex.

- A. All Contractor employees shall carry a valid ID at all times.
- B. The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department. No Contractor employee will be allowed to work inside any jail if they are on active probation, home confinement, parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs or theft. The Contractor employee list shall include:
 - 1. Employee's Full name
 - 2. Employee's date of birth
 - 3. Employee's Race/Sex
 - 4. Employee's Social Security Number
 - 5. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall follow direction of the escort officer at all times.

- H. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for.
- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in the compound.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the project, unless otherwise permitted during a project by Corrections.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

3. **SPECIAL CONDITIONS FOR WORKING AT THE CONVENTION CENTER**

- A. All costs for background investigations will be Contractor's responsibility. The County shall have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by OCCC Security team prior to working in any County facility. Contractors are responsible for

obtaining the necessary forms for background checks as follows. The background checks must be performed yearly:

1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Destination Parkway Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
2. The contractor shall provide a level 1 (5 years) background check, dated 90 days prior to contract start and five panel drug screen, for any employees before starting work to include:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered).
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State Residence
 - g. Military Verification
 - h. Professional License and Certification Check

Drug Screen – Five Panel

Amphetamines
Cocaine Metabolites
Marijuana Metabolites
Opiate Metabolites
Phencyclidine

- C. Contractor's employees will not be allowed in Orange County Convention Center without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the Orange County Convention Center Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the Orange County Convention Center whether the employee shall continue to work at Center locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
- G. The Contractor shall remove from Convention Center premises any of his employee's who, in the opinion of the County's Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply

with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The Convention Center Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace.

- H. OCCC Photo Identification Badges will be issued on an as-needed basis for the Contractor's employees that have successfully passed their background check and five panel drug screen check. Badges are the property of the OCCC. Each lost and/or misplaced badge will result in a \$25.00 replacement fee, payable to the OCCC. Payment should be taken to the Business Services office prior to obtaining the replacement badge (receipt must be presented in order to receive a replacement badge). Keys may also be issued to Contractor's employees on an as-needed basis. All keys are the property of the OCCC. There will be a \$35 charge per key for all lost and unreturned keys. If multiple cores must be changed due to a missing key, the Contractor shall be responsible for all the core changes. Core changes are \$35.00 per core.

4. ORANGE COUNTY HOLIDAYS

Legal holidays when most County buildings will be closed to the public, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

EXHIBIT B

**FEE SCHEDULE
Y19-1018-MV
SANIGLAZE**

Item #	Description	Estimated Quantity	Unit Price	Estimated Annual Total	THREE YEARS	ESTIMATED THREE YEARS TOTAL
			per square ft.		X 3	
1	EnduraGLAZE Process (as specified)	25,000	\$8.25	\$ 206,250.00	X 3	\$618,750.00
2	GroutGLAZE Process (as specified)	5,000	\$5.50	\$ 27,500.00	X 3	\$82,500.00
3	SurfaceGLAZE Process (as specified)	10,000	\$5.00	\$ 50,000.00	X 3	\$150,000.00
4	ChromaGlaze Process (as specified)	1,000	\$5.50	\$ 5,500.00	X 3	\$16,500.00
5	ChromaGLAZE+ Process (as specified)	1,000	\$7.00	\$ 7,000.00	X 3	\$21,000.00
6	XcelKLEEN Process (as specified)	5,000	\$3.00	\$ 15,000.00	X 3	\$45,000.00
7	EverGLAZE Maintenance Program (as specified)	5,000	\$1.50	\$ 7,500.00	X 3	\$22,500.00
8	VariGLAZE Process (as specified)	15,000	\$ 8.50	\$ 127,500.00	X 3	\$382,500.00
9	Site Preparation Services, Minor (as specified)	20,000	\$0.25	\$ 5,000.00	X 3	\$15,000.00
10	Site Preparation Services, Moderate (as specified)	20,000	\$1.00	\$ 20,000.00	X 3	\$60,000.00
11	Site Preparation Services, Extensive (as specified)	5,000	\$1.75	\$ 8,750.00	X 3	\$26,250.00
Estimated Annual Total				\$ 480,000.00	X 3	\$1,440,000

Attachment: Exhibit F (2021-R-50 : Park Restroom Improvements)

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:Company Name: Cubix, Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 59-3069016 D-U-N-S® # 00-892-3279

6450 Kingspointe Parkway Suite 10 Orlando
 (Street No. or P.O. Box Number) (Street Name) (City)
Florida
Orange 32819
 (County) (State) (Zip Code)

Contact Person: Travis OwensPhone Number: 407-928-1004 Fax Number: 407-373-7412Email Address: Travis@cubix-inc.com**EMERGENCY CONTACT**Emergency Contact Person: Travis OwensTelephone Number: 407-928-1004 Cell Phone Number: 407-373-7412Residence Telephone Number: Cell Email: Travis@cubix-inc.com**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Heather A. Corbitt	Accounting & H.R. Director	407-373-7410 ext 801 Heather@cubix-inc.com
Travis Owens	Sales & Flooring Director	407-373-7410 ext 803 Travis@cubix-inc.com

Heather A. Corbitt
(Signature)

March 7, 2019
(Date)

(Title) Accounting & H.R. Director

(Name of Business) Cubix, Inc.

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship
 ☐ Partnership
 ☐ Non-Profit
☐ Joint Venture*
 ☒ Corporation

(a)

(b) State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Orlando, Orange County, Florida
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 59-3069016

* Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response

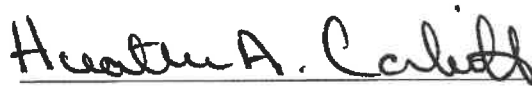
DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that
Cubix, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



Bidder's Signature

March 7, 2019

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**CHECK ONE**

☒ [X] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT**CHECK ONE**

☒ [X] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Cubix, Inc.
COMPANY NAME
Heather A. Corbitt
AUTHORIZED SIGNATURE

Heather A. Corbitt
NAME (PRINT OR TYPE)

Accounting & H.R. Director
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y19-1018-MV

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y19-1018-MV, SaniGlaze**, within the state of Florida.

NAME OF CONTRACTOR: Cubix, Inc.ADDRESS OF CONTRACTOR: 6450 Kingspointe Parkway, Suite 10Orlando, FL 32819

AUTHORIZED SIGNATURE:

Heather A. Cabell

TITLE:

Accounting & H.R. Director

DATE:

March 7, 2019

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY BIDDER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Cubix, Inc.

Business Address (Street/P.O. Box, City and Zip Code):

6450 Kingspointe Parkway, Suite 10

Orlando, FL 32819

Business Phone: (407) 373-7410

Facsimile: (407) 373-7412

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES X NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ YES X NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES X NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Heather A. Corbitt

Signature of Bidder

March 7, 2019

Date

Printed Name and Title of Person completing this form:

Heather A. Corbitt

Accounting & H.R. Director

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 7th day of March, 2019 by Heather Corbitt. He/she is personally known to me or has produced Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 7th day of March, in the year 2019.



(Notary Seal)

Juan C Toledo

Signature of Notary Public

Notary Public for the State of Florida

My Commission Expires: 5/13/2020

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: ___X___
This is a Subsequent Form: ___

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Cubix, Inc. 6450 Kingspointe Parkway, Suite 10, Orlando, FL 32819

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Attachment: Exhibit F (2021-R-50 : Park Restroom Improvements)

Part II**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

Part III**Original signature and notarization required**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

March 7, 2019
Date

Heather A. Corbitt
Signature of ☒ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

Heather A. Corbitt Accounting & H.R. Director

STATE OF Florida :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 7th day of March, 2019 by Heather Corbitt. He/she is personally known to me or has produced Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 7th day of March, in the year 2019.



Juan C Toledo
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 5/13/2020

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



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

**City Commission
Agenda Item**

MEETING DATE: August 10, 2021
FROM: Joseph Forte
SUBJECT: Request for Code Enforcement Lien Reduction - 1575 Hammock Lane
NUMBER: (ID # 3397)
APPLICANT:
PLANNER:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Code Enforcement Reduction of Lien that have been placed on the real property located at 1575 Hancock Lane, Holly Hill, FL 32117. The property is currently owned by Crossland Mark Thomas Trust on behalf of Cheryl Baldwin.

According to the Order of Non-Compliance dated September 25, 2019, the property has been accumulating fines for violations of IPMC 304.7 regarding the lack of a roof permit For work performed and compliance with Roofs and Drainage standards.

The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property of which two violations existed. The fine began accumulating on October 25, 2019 and December 23, 2019 respectively. The property came into compliance on December 21, 2020. As of the request for a lien reduction, the amount of the lien is \$21,050.00 plus administrative costs.

The property is currently in compliance and therefore qualifies for a lien reduction.

I negotiated with the property owner for an agreed upon settlement of **\$2,163.73**

Direct expenses to the city include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$ 19.95
Code Enforcement	$\$15.30 + 35\% \times 8$	= \$ 165.24
Code Administrator	$\$53.54 \times 1$	= \$53.54
Total Admin Cost		= \$238.73
Original Special Master Fines	$\$250.00 \times 1$	= \$250.00

Filing Fee	Filing and Release	= \$20.00
------------	--------------------	-----------

TOTAL fees	\$58.73
Plus 5% of original lien	\$2,105.00
Total lien payoff	\$2,163.73

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$2,163.73**.

STAFF RECOMMENDATION:

Reduce the lien from \$21,050.00 to the amount of **\$2,163.73**. The City shall not release the \$21,050.00 lien amount until payment has been received in the amount of **\$2,163.73**. If payment is not received by 5:00 PM on September 10, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$2,163.73** payable no later than 5:00 PM on September 10, 2021. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1575 Hammock Lien Reduction (PDF)

Lien Reduction Request Information Sheet

Property Address: 1575 Hancock Lane Date Prepared: 7/16/2021Owner of Property: Crossland, Mark Thomas TRDate of Notice of Violation: 6/20/2019

Violations:

1. IPMC 304.7 Roof Date of Compliance 12/21/2020 Exhibit A

2. _____ Date of Compliance _____ Exhibit _____

3. _____ Date of Compliance _____ Exhibit _____

4. _____ Date of Compliance _____ Exhibit _____

5. _____ Date of Compliance _____ Exhibit _____

6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 9/17/2019 Daily Fines Start Date: 10/25/2019Daily Fines of \$ 50.00 for 416 days equals 20,800.00 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)20,800.00 Daily Accumulated Fines\$ 21,05010.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 8)10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Exhibit A

Request for Inspection - Inspection History

Application Number

21 00000244 000 000

Application Type

ROOFING - RESIDENTIAL SINGLE FAMILY

Tenant Number, Name

Permit Type/Sequence/VRU

ROOF 00 000364778 ROOF - REPLACEMENT

Property Address

1575 HANCOCK LN

Inspection Area

 Export

Option

Status Date

12/21/2020

Inspection Description

ROOF FINAL

Inspector ID

RL

Request Date

12/21/2020

Request Time

17:00

Results Status

AP

Results Date

12/21/2020 ←

Final inspection date by
CBO. Official date of
compliance.

Attachment: 1575 Hancock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

Attachment
"B"

Cheryl Baldwin has been in contact with the Army Corps of Engineers since February 2018 through January 2020. Cheryl Baldwin has been giving them all the required paperwork and photos that they have requested throughout. Cheryl Baldwin has been fighting with them on the fact that FEMA roofers covered her whole roof with the blue tarp when they should have only covered around the flashing near the chimney. Cheryl Baldwin had retained a lawyer David Hart to assist her in the matter. Cheryl Baldwin in the beginning had contacted State Farm back in October 2017, to submit a claim of damage around the chimney. State Farm accepted the claim and sent her a check. It was then she was told to cover up the area to prevent any more damages. That is when she called FEMA to come out and cover the area around the chimney only. After she came home, she saw her whole 981 square foot roof in blue. Cheryl Baldwin called back State Farm to set up a claim of new damages to her roof. State Farm denied her claim in January 2018 after the tarp was put on. In the fall of 2019, Cheryl Baldwin was contacted by the City of Holly Hill was notified to appear at the courthouse to explain her defense in why the roof was not repaired in a timely matter. Cheryl Baldwin was denied of her request to please let her see the outcome of her court case against FEMA. Cheryl Baldwin was ordered to replace the roof in 90 days which that outcome was not foreseeable at that time. In January 2020 She received a letter final letter of denial from The Army Corps of Engineers. Cheryl Baldwin lost her job in March 2020 due to covid19, later that year she wrote a letter to the Governor Ron DeSantis and explained everything that has happened since 2017 when hurricane Irma made landfall. Governor DeSantis forwarded her letter to the head of insurance regulations for State Farm and then State Farm took over in September 2020. Cheryl Baldwin finally had a new roof installed and finalized on December 18, 2020. She has done all she could do to get the roof replaced and running a business. She has also called Florida rebuild and they have said that they have thousands of Florida residents still trying to get their roofs replaced as of date.

MEMORANDUM

DATE: JULY 16, 2021

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-832 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$21,050.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- | | |
|--|--|
| <p>(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |

CITY OF HOLLY HILL
CASE # 19832

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

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

Property Owner's Name: MARK THOMAS CROSSLAND, Trustee for Cheryl BALDWIN

Property Address: 1575 HANCOCK LANE Holly Hill, FLORIDA 32117

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

_____ cell 703-906-9487

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

Are you claiming financial hardship? ☒ YES ☐ NO

Are you claiming medical hardship? ☒ YES ☐ NO

my client is claiming
FINANCIAL HARDSHIP
my client is claiming
MEDICAL HARDSHIP

Attachment: 1575 Hammock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I MARK THOMAS CROSSLAND, Trustee for CHERYL BARONSON, the fee simple owner of the following
(Owner's Name)

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

42 42 - 96 - 00 - 0260 (SEE ATTACHMENT A)

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 21,050 for Case No. 19832, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Mark Thomas Crossland MARK THOMAS CROSSLAND
Owner's Name Owner's Name

Owner's Signature

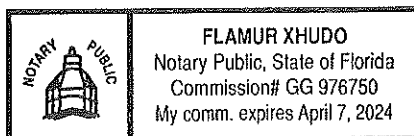
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 9 day of July, 2021.

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

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of July, 2021.



[Signature]
Notary Public in and for the County and State
Aforementioned

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

Name: _____

Relationship: _____

I, MARK THOMAS Crossland, Trustee for Cheryl Baldwin, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Since I did not live in the property
I had Ms. C. Baldwin prepare a report for
your review. My client I believe has
done everything she could have done in
curing the problem with the roof.

SEE ATTACHMENT B.

THANK YOU
Mark Thomas Crossland

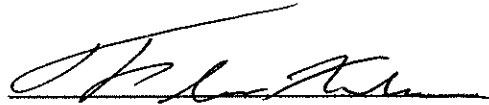
Date: July 14, 2021

Signed: Mark Thomas Crossland

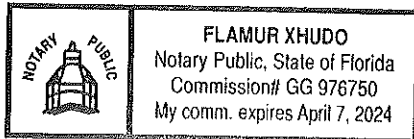
Print Name: MARK THOMAS Crossland

STATE OF FloridaCOUNTY OF: Sarasota

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

Date: 7/14/2021

Notary Public

My Commission Expires 04/07/2024

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117



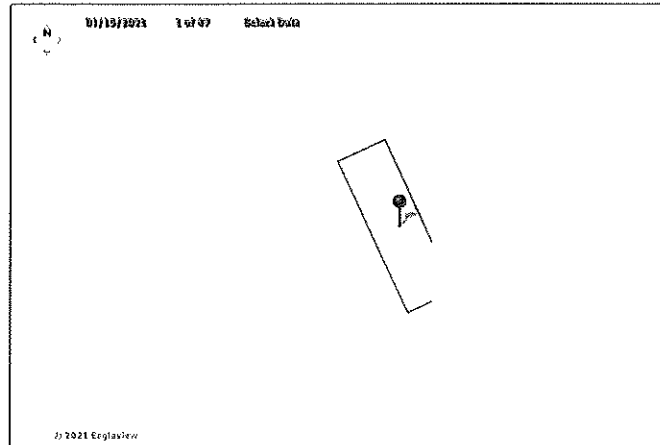
(386) 736-5901

Select Language ▼

Home / Parcel Summary for 4800875

[Summary](#) | [Tax Estimate](#) | [Permits](#) | [Map](#) | [Pictometry](#) | [Print](#)

Alternate Key: 4800875
Parcel ID: 424296000260
Township-Range-Section: 14 - 32 - 42
Subdivision-Block-Lot: 96 - 00 - 0260
Business Name:
Owner(s): TRUST AGREEMENT DATED 5/15/1997 - TR - Trust - 100
 CROSSLAND MARK THOMAS TR - TR - Trust - 100
Mailing Address On File: CO: C/O CHERYL BALDWIN
 1575 HANCOCK LN
 HOLLY HILL FL 32117
[Update Mailing Address](#)
Physical Address: 1575 HANCOCK LN, HOLLY HILL 32117
Building Count: 1
Neighborhood: 2738 - HERITAGE PHASES 1, 2 & 3 HH
[Neighborhood Sales](#)
Subdivision Name: HERITAGE PHASE II
Property Use: 0100 - SINGLE FAMILY
Tax District: 203-HOLLY HILL
2020 Certified Millage Rate: 19.8226
Homestead Property: Yes
Agriculture Classification: No - [Additional Information](#)
Legal 1: LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER OR
 5172 PG
Legal 2: 3463


[Values & Exemptions](#) | [Land & Buildings](#) | [Sales](#) | [Legal](#)


Property Tax Bill

Property Values

Tax Year:	2021 Working	2020 Final	2019 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$86,348	\$79,922	\$78,501
Land Value:	\$16,000	\$14,000	\$15,500
Just/Market Value:	\$102,348	\$93,922	\$94,001

[Back to Top](#)

Tax Roll Values by Taxing Authority

Values shown below are the 2021 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2020 CERTIFIED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$102,348	\$53,869	\$25,000	\$28,869	1.5000	\$43.30
0012 DISCRETIONARY	\$102,348	\$53,869	\$25,000	\$28,869	0.7480	\$21.59
0011 REQ LOCAL EFFORT	\$102,348	\$53,869	\$25,000	\$28,869	3.6590	\$105.63
0050 GENERAL FUND	\$102,348	\$53,869	\$28,869	\$25,000	5.4500	\$136.25
0055 LIBRARY	\$102,348	\$53,869	\$28,869	\$25,000	0.5174	\$12.94
0520 MOSQUITO CONTROL	\$102,348	\$53,869	\$28,869	\$25,000	0.1781	\$4.45
0530 PONCE INLET PORT AUTHORITY	\$102,348	\$53,869	\$28,869	\$25,000	0.0880	\$2.20
0058 VOLUSIA ECHO	\$102,348	\$53,869	\$28,869	\$25,000	0.0000	\$0.00
0057 VOLUSIA FOREVER	\$102,348	\$53,869	\$28,869	\$25,000	0.1052	\$2.63
0059 VOLUSIA FOREVER I&S 2005	\$102,348	\$53,869	\$28,869	\$25,000	0.0783	\$1.96
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$102,348	\$53,869	\$28,869	\$25,000	0.0320	\$0.80
0100 HALIFAX HOSPITAL AUTHORITY	\$102,348	\$53,869	\$28,869	\$25,000	0.9879	\$24.70
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$102,348	\$53,869	\$28,869	\$25,000	0.2287	\$5.72
0200 HOLLY HILL	\$102,348	\$53,869	\$28,869	\$25,000	6.2500	\$156.25
					19.8226	\$518.42

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00

Estimated Ad Valorem Tax:	\$518.42
Estimated Non-Ad Valorem Tax:	\$96.00
Estimated Taxes:	\$614.42
Estimated Tax Amount without SOH/10CAP Ⓢ	\$2,124.80

Attachment: 1575 Hammock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

CITY OF HOLLY HILL

CASE # 19832

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

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

Property Owner's Name: CHERYL BALDWINProperty Address: 1575 HANCOCK LANE HOLLY HILL FLORIDA 32117

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

cell 386/872/2447Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Are you claiming financial hardship? ☒ YES ☐ NOAre you claiming medical hardship? ☒ YES ☐ NO

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 4242-96-00-0260	

Brian spoke w/ Cheryl in ph# 386-872-241

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant

Lienor furnished labor, services or materials consisting of:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on September 25, 2019, which remains unpaid.

Special Master Violation Fine: \$50.00 per day per violation against this property. The two cited violations have not been corrected; the property has not come into compliance.

- (1) \$50.00 per day violation fine commencing on October 25, 2019.
- (2) \$50.00 per day violation fine commencing on December 23, 2019.

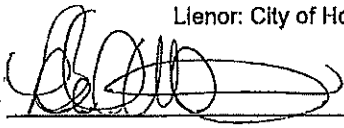
on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER OR 5172 PG 3463

1575 Hancock Lane, Holly Hill FL 32117

owned by with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant of a violation fine total of Fifty Dollars (\$50.00) per day; commencing on October 25, 2019 until property comes into compliance, also a violation fine total of Fifty Dollars (\$50.00) per day; commencing on December 23, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as of January 13, 2020.

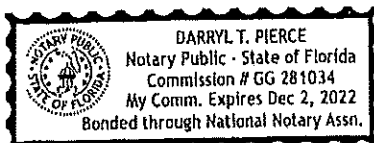
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

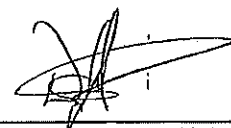
Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 13th day of January, 2020.





Notary Public

Packet Pg. 116

Attachment: 1575 Hancock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

Cheryl is Elizabeth Baldwin's daughter. She says her mom left the house to her but put it in trust to Mark Thomas. Cheryl says Mark Thomas "illegally" had the deed put in his name.

12/19/20



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	4800875
Parcel ID:	424296000260
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	96 - 00 - 0260
Business Name:	
Owner(s):	TRUST AGREEMENT DATED 5/15/1997 - TR - Trust - 100
	CROSSLAND MARK THOMAS TR - TR - Trust - 100
	CO: C/O CHERYL BALDWIN
	1575 HANCOCK LN
	HOLLY HILL FL 32117
Mailing Address On File:	
	1575 HANCOCK LN, HOLLY HILL 32117
Physical Address:	
Building Count:	1
Neighborhood:	2738 - HERITAGE PHASES 1, 2 & 3 HH
	<u>Neighborhood Sales</u>
	HERITAGE PHASE II
Subdivision Name:	0100 - SINGLE FAMILY
Property Use:	203-HOLLY HILL
Tax District:	19,8226
2020 Certified Millage Rate:	Yes
Homestead Property:	No
Agriculture Classification:	LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER OR S172 PG
Legal 1:	3463
Legal 2:	

Property Values

Tax Year:	2021 Working	2020 Final	2019 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$86,348	\$79,922	\$78,501
Land Value:	\$16,000	\$14,000	\$15,500
Just/Market Value:	\$102,348	\$93,922	\$94,001

Tax Roll Values by Taxing Authority

Values shown below are the 2021 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2020 CERTIFIED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

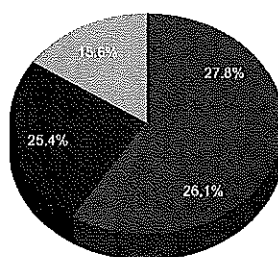
Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$102,348	\$53,869	\$25,000	\$28,869	1.5000	\$43.30
0012 DISCRETIONARY	\$102,348	\$53,869	\$25,000	\$28,869	0.7480	\$21.59
0011 REQ LOCAL EFFORT	\$102,348	\$53,869	\$25,000	\$28,869	3.6590	\$105.63
0050 GENERAL FUND	\$102,348	\$53,869	\$28,869	\$25,000	5.4500	\$136.25
0055 LIBRARY	\$102,348	\$53,869	\$28,869	\$25,000	0.5174	\$12.94
0520 MOSQUITO CONTROL	\$102,348	\$53,869	\$28,869	\$25,000	0.1781	\$4.45
0530 PONCE INLET PORT AUTHORITY	\$102,348	\$53,869	\$28,869	\$25,000	0.0880	\$2.20
0058 VOLUSIA ECHO	\$102,348	\$53,869	\$28,869	\$25,000	0.0000	\$0.00
0057 VOLUSIA FOREVER	\$102,348	\$53,869	\$28,869	\$25,000	0.1052	\$2.63
0059 VOLUSIA FOREVER I&S 2005	\$102,348	\$53,869	\$28,869	\$25,000	0.0783	\$1.96
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$102,348	\$53,869	\$28,869	\$25,000	0.0320	\$0.80
0100 HALIFAX HOSPITAL AUTHORITY	\$102,348	\$53,869	\$28,869	\$25,000	0.9879	\$24.70
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$102,348	\$53,869	\$28,869	\$25,000	0.2287	\$5.72
0200 HOLLY HILL	\$102,348	\$53,869	\$28,869	\$25,000	6.2500	\$156.25
					19.8226	\$518.42

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00

Estimated Ad Valorem Tax:	\$518.42
Estimated Non-Ad Valorem Tax:	\$96.00
Estimated Taxes:	\$614.42
Estimated Tax Amount without SOH/10CAP ①	\$2,124.80

Where your tax dollars are going:



- School
- County
- Other
- Municipality
- Non-Ad Valorem

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

City of Holly Hill, a Political
Sub-division of the State of Florida

Parcel No. 4242-9600-0260
Case No. 19-832

Petitioner,

-VS-

Crossland Mark Thomas Trust, Owner
Cheryl Baldwin, Occupant

Respondent(s).

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of September, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Crossland Mark Thomas, Owner and Respondent, and Cheryl Baldwin, Occupant and Respondent, of the property located at 1575 Hancock Lane, Holly Hill, FL 32117 was issued a violation notice on the 20th of June, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.7 -- Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

The Code Enforcement Officer testified that this roof has been damaged and in disrepair for three (3) years. There are holes in the roof that are currently covered by sandbags. The Occupant appeared at this hearing and stated that she has been working to repair the roof for a long time, but has had a multitude of issues preventing the repairs from being done. At this time there is no permit pulled for the repairs necessary to come into compliance.

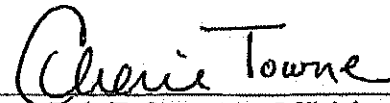
CONCLUSIONS OF LAW

That Respondents, Owner and Occupant of the property, located at 1575 Hancock Lane, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances; IPMC 304.7 -- Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25 day of Sept, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Crossland Mark Thomas Trust
C/O Cheryl Baldwin
1575 Hancock Lane
Holly Hill, FL 32117


Cherie Towne
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida**

**Parcel No. 4242-9600-0260
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-vs-

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Cheryl Baldwin, Occupant**

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CONCLUSIONS OF LAW

That Respondents, Owner and Occupant of the property, located at 1575 Hancock Lane, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: IPMC 304.7 – Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that

admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If a permit to repair the roof is not pulled for this property within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

After the permit is issued, if the violation IPMC 304.7 – Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions, is not brought into compliance within ninety days (90) days from the date the permit is issued, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 25th day of September 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

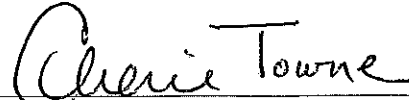
Attest: Cherie Towne
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25 day of Sept, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Crossland Mark Thomas Trust
C/O Cheryl Baldwin
1575 Hancock Lane
Holly Hill, FL 32117


Code Enforcement Official

IMPORTANT NOTICE

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Lien

Property Information	
Police Case # 19-832	Parcel # 4242-9600-0260
	Parcel Address 1575 Hancock Lane
	Owner Name Crossand Mark Thomas Trust (Cheryl Baldwin)
	Mailing address if different from parcel address

Claim of Lien
Description of Violation and Special Master Directives This case went to Special Master in September 2019. Orders signed 9/25/19. A \$250.00 administrative fine starting 12/24/19 and one violation starting 10/25/19 @\$50.00 per day per violation and one violation starting 12/23/19 @\$50.00 per day.
Amount of Lien \$

Release of Lien		
Comments		
Amount Paid \$		Instrument #
Book #	Page #	Date of Recording

Return To:

Name: Brian M. Walker, Community Development Director

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117-2807

This instrument Prepared by:

Name: Darryl Pierce

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117-2807

Property Appraisers Parcel ID Number(s): 4242-96-00-0260

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill

(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

(Lienor's Address)

and in accordance with a service with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant

Lienor furnished labor, services or materials consisting of:

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(1) \$50.00 per day violation fine commencing on October 25, 2019.

(2) \$50.00 per day violation fine commencing on December 23, 2019.

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

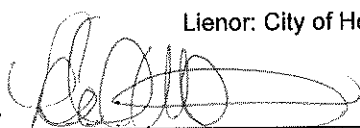
LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER OR 5172 PG 3463

1575 Hancock Lane, Holly Hill FL 32117

owned by with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant of a violation fine total of Fifty Dollars (\$50.00) per day; commencing on October 25, 2019 until property comes into compliance, also a violation fine total of Fifty Dollars (\$50.00) per day; commencing on December 23, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as of January 13, 2020.

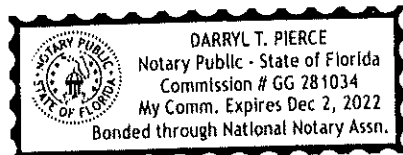
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 13th day of January, 2020.




Notary Public

Packet Pg. 124

Attachment: 1575 Hancock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

City of Holly Hill, a Political
Sub-division of the State of Florida

Parcel No. 4242-9600-0260
Case No. 19-832

Petitioner,

-vs-

Crossland Mark Thomas Trust, Owner
Cheryl Baldwin, Occupant

Respondent(s).

ORDER OF NON-COMPLIANCE

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CONCLUSIONS OF LAW

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DONE AND ORDERED this 25th day of September 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Cherie Toume
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

12/24

10/25

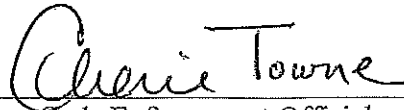
12/23

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Holly Hill, FL 32117


Code Enforcement Official

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Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 4242-96-00-0260	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant

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on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

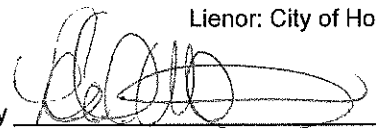
LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER OR 5172 PG 3463

1575 Hancock Lane, Holly Hill FL 32117

owned by with Crossland Mark Thomas TR, Owner and Cheryl Baldwin, Occupant of a violation fine total of Fifty Dollars (\$50.00) per day; commencing on October 25, 2019 until property comes into compliance, also a violation fine total of Fifty Dollars (\$50.00) per day; commencing on December 23, 2019 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as of January 13, 2020.

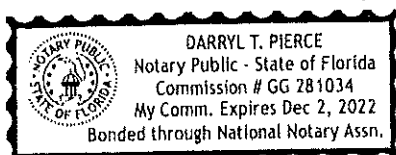
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 13th day of January, 2020.




Notary Public

Lien

Property Information

Police Case # 19-832	Parcel # 4242-9600-0260
	Parcel Address 1575 Hancock Lane
	Owner Name Crossand Mark Thomas Trust (Cheryl Baldwin)
	Mailing address if different from parcel address

Claim of Lien

Description of Violation and Special Master Directives

This case went to Special Master in September 2019. Orders signed 9/25/19. A \$250.00 administrative fine starting 12/24/19 and one violation starting 10/25/19 @\$50.00 per day per violation and one violation starting 12/23/19 @\$50.00 per day.

Amount of Lien \$

Release of Lien

Comments

Amount Paid \$

Instrument #

Book #

Page #

Date of Recording

Attachment: 1575 Hammock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

City of Holly Hill, a Political
Sub-division of the State of Florida

Parcel No. 4242-9600-0260
Case No. 19-832

Petitioner,

-vs-

Crossland Mark Thomas Trust, Owner
Cheryl Baldwin, Occupant

Respondent(s).

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of September, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Crossland Mark Thomas, Owner and Respondent, and Cheryl Baldwin, Occupant and Respondent, of the property located at 1575 Hancock Lane, Holly Hill, FL 32117 was issued a violation notice on the 20th of June, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.7 – Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

The Code Enforcement Officer testified that this roof has been damaged and in disrepair for three (3) years. There are holes in the roof that are currently covered by sandbags. The Occupant appeared at this hearing and stated that she has been working to repair the roof for a long time, but has had a multitude of issues preventing the repairs from being done. At this time there is no permit pulled for the repairs necessary to come into compliance.

CONCLUSIONS OF LAW

That Respondents, Owner and Occupant of the property, located at 1575 Hancock Lane, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: IPMC 304.7 – Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that

admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If a permit to repair the roof is not pulled for this property within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

After the permit is issued, if the violation IPMC 304.7 – Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions, is not brought into compliance within ninety days (90) days from the date the permit is issued, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 25th day of September 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Cherie Towne
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

12/24

10/25

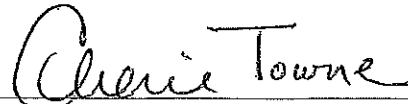
12/23

Attachment: 1575 Hammock Lien Reduction (3397 : Request for Code Enforcement Lien Reduction - 1575 Hancock Lane)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25 day of Sept, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Crossland Mark Thomas Trust
C/O Cheryl Baldwin
1575 Hancock Lane
Holly Hill, FL 32117


Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Altkey: 4800875
CROSSLAND MARK THOMAS TR

Parcel: 424296000260
1575 HANCOCK LN , HOLLY HILL

Parcel

Short Parcel Id 424296000260
Property Location 1575 HANCOCK LN, HOLLY HILL, 32117
PC Code 0100 - SINGLE FAMILY
Total Bldgs 1
Neighborhood 2738 - HERITAGE PH I - II & III MB 3
Business Name
Homestead Property Yes

Primary Owner

Owner CROSSLAND MARK THOMAS TR
In Care Of %CHERYL BALDWIN
Mailing Address 1575 HANCOCK LN
HOLLY HILL FL 32117

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	CROSSLAND MARK THOMAS TR		100	TR - Trust

Legal

Millage Group 203-HOLLY HILL
Legal Description LOT 26 THE HERITAGE PHASE II MB 40 PG 68 INC PER
OR 5172 PG 3463
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 96 - 00 - 0260
Date Created 24-JAN-86
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5172 / 3463	WD-WARRANTY DEED	2003241533	09/17/2003	I	\$64,900
4956 / 2776	QC-QUIT CLAIM DEED	2002251294	10/15/2002	I	\$10
4173 / 2156	QC-QUIT CLAIM DEED		12/15/1996	I	\$1
3174 / 0666	WD-WARRANTY DEED	1988097402	07/15/1988	I	\$49,900
3120 / 0075	QC-QUIT CLAIM DEED	1988041704	03/15/1988	I	\$100
2748 / 0280	WD-WARRANTY DEED		11/15/1985	I	\$50,100

County Links

Property Tax Bill [CLICK HERE](#)



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

**City Commission
Ordinance**

6.1

MEETING DATE: August 10, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2021-O-3041
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Nova Road South (1137) PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 2.169 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road. (Aerial Hydraulics, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

BACKGROUND:

The parcel addressed as 1137 Nova Road S is zoned CC-1 (Commercial Corridor) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a recreational vehicle and boat storage facility in conjunction with a sports facility on the same site. The property is currently the location for an automotive body shop and the applicant proposes to eliminate this use.

The BPUD is being requested in order to allow new uses and provide flexibility with regard to parking standards and buffering that could not be achieved under a straight zoning district. The project will be done in two phases as shown on the Preliminary Plan.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and MXZ (VC) Zoning is CC-1 and B-5 (VC)

South: FLU is General Commercial and Zoning is CC-1

East: FLU is Low Density Residential and UMI (VC) and Zoning is R-5 (VC)

West: FLU is General Commercial and MXZ (VC) and Zoning is CC-1 and I-1 (VC)

Site Analysis:**Floodplain Impacts:**

Based on FIRM Map 12127C0214J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the City of Holly Hill utility service area and is currently on septic and well. However the site will be required to connect to public utilities.

Transportation/Traffic:

Access to the property is from Nova Road.

Drainage:

A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:

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

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

Consistency with the Land Development Code and Appropriateness of the Requested Zoning:

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

The appropriateness of the requested uses within the BPUD have also been evaluated and compared to the existing uses in the immediate area. The property is currently zoned CC-1. This district is intended to promote a relatively intense mix of uses including general retail, wholesale commercial, light industrial and limited residential uses. The uses requested within the BPUD are as follows:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Areas
4. Outdoor Private Recreational Areas and Facilities
5. Retail sales and services

Of these uses, only mini-warehouses and retail sales and services are specifically permitted in the CC-1 zoning district. However, there is an indoor sports and gymnastics facility next to the property under review as well as an industrial zoning district immediately across the street. Part of the stated purpose of the industrial zoning district is to accommodate industrial operations engaged in the fabricating, repair, or storage of manufactured goods. Based on the uses currently surrounding the property, the uses requested within the BPUD are not incompatible with the area or nearby zoning districts.

The request is consistent with the Land Development Regulations of Holly Hill and appropriate for the area.

Consistency with the Comprehensive Plan:

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and the associated Development Agreement and Preliminary Plan, for approximately 2.38 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road.

ATTACHMENTS:

- Development Agreement - BPUD (PDF)
- Exhibit A to Dev Agreement - Legal Description (PDF)
- BPUD Site Plan - Revised 7-29-21 (PDF)
- Current Zoning & FLU (PDF)
- Flood Map (PDF)
- Proposed BPUD Zoning. (PDF)
- Zoning and FLU Descriptions (PDF)
- Chapter 114 - Division 13 - PUD Regulations (PDF)
- Chapter 114-771 - PD Regulations (PDF)

HISTORY:

07/27/21

City Commission

APPROVED AT 1ST READING

Next: 08/10/21

Commissioner Johnson completed and filed with the City Clerk before the meeting started, ***FORM 8B - Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers***. Before any discussion began on this item for Ordinance 3041 - 1137 S. Nova Road, Commissioner Johnson left the Commission Chambers during the discussion. Commissioner Johnson abstained from voting on this item. *(FORM 8B will be included as an attachment with these minutes)*.

Harry Newkirk, Newkirk Engineering, spoke briefly about the project at 1137 S. Nova Road and informed the Mayor and Commissioners that the project will be phased. Phase 1 will be all site improvements except the Covered Open-Air Facility (4,747 sf).

Mayor Via opened public participation. No one spoke.

Ordinance No. 2021-3041**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

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

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

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

SECTION 4. That this Ordinance shall become effective upon adoption/recording.

APPROVED AND AUTHENTICATED on this 10th day of AUGUST, 2021 for second and final reading.

EXHIBIT “A”**LEGAL DESCRIPTION****PARCEL 1:**

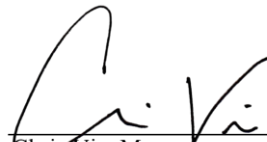
THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.


Chris Via, Mayor

8/10/2021


Valerie Manning, City Clerk,CMC 8/10/2021

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

For Recording Purposes Only

Exhibit “B” to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Volusia Sports and Storage Center Planned Unit Development (PUD) located at 1137 South Nova Road, Holly Hill, FL 32174 (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2021, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and Aerial Hydraulics, Inc., (hereinafter referred to as the “Owner” or “Owner/Developer”).

W I T N E S S E T H

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

WHEREAS, the Owner/Developer has clear title of the Subject Property; and

WHEREAS, the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and

of other governmental authorities, and the Owner/Developer or Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan and concurrency management system, and this Agreement does not replace, supersede, or grant variances to those regulations; and

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

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

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

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

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **Ownership.** The legal and equitable owner of the Subject Property is Aerial Hydraulics, Inc.
3. **Proof of Ownership.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, adequate proof to verify marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.
4. **Subordination/Joinder.** Unless otherwise agreed to by the City, and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder,

in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

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

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

A. Must comply with the City's Comprehensive Plan Policies.

B. Permitted principal uses allowable on the Subject Property:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Activities
4. Outdoor Private Recreational Activities and Facilities
5. Retail sales and services

C. Prohibited principal uses in addition to any use not specifically stated:

1. Used Car Lots
2. Self-service Laundromats
3. Paint and Body Shops
4. Auto, Motorcycle and Marine Repair

D. Proposed maximum intensity (measured in floor area ratio and building coverage):

1. FAR = 1.0
2. Building Coverage = 50%.

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

F. Maximum lot coverage is 75 %. (Dry retention systems can be counted towards the open space requirement)

G. Minimum landscaping and bufferyard requirements are per the preliminary development plan.

H. Minimum lot size area (in acreage or square footage): 2.169 acres

I. Minimum lot width (in feet): 330 feet

J. Minimum yard setbacks:

1. Front yard: 15 feet building & 15 feet covered vehicle storage
2. Side yard: 10 feet building & 5 feet covered vehicle storage
3. Rear yard: 35 feet building & 30 feet covered vehicle storage

K. Maximum building height (in feet): 35 feet**L. Minimum parking standards are per the preliminary development plan.****M. Maximum light spillage at any property line abutting residential property shall not exceed 0.5 foot candles at the property line.****N. Utility provision and dedication:** The Owner/Developer shall connect to central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to the agency providing utility services, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the service provider's specifications.**O. Stormwater and environmental:** Per parcel stormwater systems or master stormwater system shall be owned and maintained by the property owner and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local requirements, and shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.**P. Transportation, site access, and traffic devices:** The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed as a result of the proposed development, for site function to maintain or improve the level of service for area roadways, and ensure the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

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

8. **Site Plan/Plat Approval.** The Master Development Plan consist of this Development Agreement and the Preliminary Plan attached as **Exhibit B**. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

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

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

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to, improvements such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer or Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer or Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or Developer or their successors and assigns in

interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (18) of this Agreement.

12. Concurrency and Vested Rights. The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development permit for the Property, the Owner/Developer or Developer must verify the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property.

13. Environmental and Tree Preservation. The Owner/Developer or Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna. This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

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

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

16. **Amendments.** Amendments to the MPUD written Development Agreement or Preliminary Development Plan or Master Development Plan, shall be subject to the requirements of Section 144-771(g)(4) of the City of Holly Hill Land Development Regulations. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the agreement, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator.

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

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

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:

Roy Johnson
Aerial Hydraulics, Inc.
1706 Ridge Avenue
Holly Hill, FL 32117

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining

parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's or Developer obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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

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

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

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

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

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

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

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

27. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer or Developer shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. _____; and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

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

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

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

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Signature of Witness #2

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF HOLLY HILL:**By:** _____**Date:** _____**ATTEST:****Date:** _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

Scott Simpson
City Attorney

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)

EXHIBIT B

Preliminary Plan aka Preliminary Development Plan

INDEX OF SHEETS		BPUD PLANS FOR		PROJECT TEAM	
DWG. NO.	DESCRIPTION	VOLUSIA SPORTS & STORAGE CENTER SECTION 42, TOWNSHIP 14 S, RANGE 32 E TAX PARCEL ID # 424204210133 1137 SOUTH NOVA ROAD HOLLY HILL, FL 32174 MAY 2021 REVISED JUNE 2021		PROPERTY OWNER: AERIAL HYDRAULICS, INC. APPLICANT: 1706 BEECH AVENUE HOLLY HILL, FL 32117 PHONE: (386) 385-2514 EMAIL: ROY@AERIALHYDRAULICS.COM CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWBORN ENGINEERING, INC. 1320 NORTH US HIGHWAY 1, SUITE 1 ORLANDO BEACH, FL 32174 PHONE: (386) 657-1716 EMAIL: INFO@NEWBORNENGINEERING.COM SURVEYOR: AIA SURVEYING, INC. 535 W GRANDA BOULEVARD, SUITE 07 ORLANDO BEACH, FL 32174 PHONE: (386) 672-3623 EMAIL: ALONGHANSURVEYING.COM	
1	COVER				
2	SITE LAYOUT PLAN				
3	LANDSCAPE PLAN				

LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 113, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH:

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PARCEL 3:
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PROJECT STATEMENT
PREPARED TO RECEIVE FROM CITY OF HOLLY HILL FOR A MIXED-USE DEVELOPMENT CONSISTING OF MULTIPLE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE, WITHIN A 2.38 ACRES COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY **PERMIT No.**
CITY OF HOLLY HILL (REZONE) RZ20144



AERIAL MAP
SCALE: 1" = 330'



LOCATION MAP
SCALE: 1" = 800'



FLOOD ZONE MAP
SCALE: 1" = 330'



ZONING MAP
SCALE: 1" = 330'



SOILS MAP
SCALE: 1" = 200'



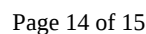
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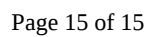
THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK UNLESS ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWBORN ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWBORN ENGINEERING, INC. COPYRIGHT 2021 ALL RIGHTS RESERVED.

PROJECT No. 2021-04

Attachment: Development Agreement - BPUD (2021-O-3041 : 1137 Nova Road - BPUD Rezone)





LEGAL DESCRIPTION:**PARCEL 1:**

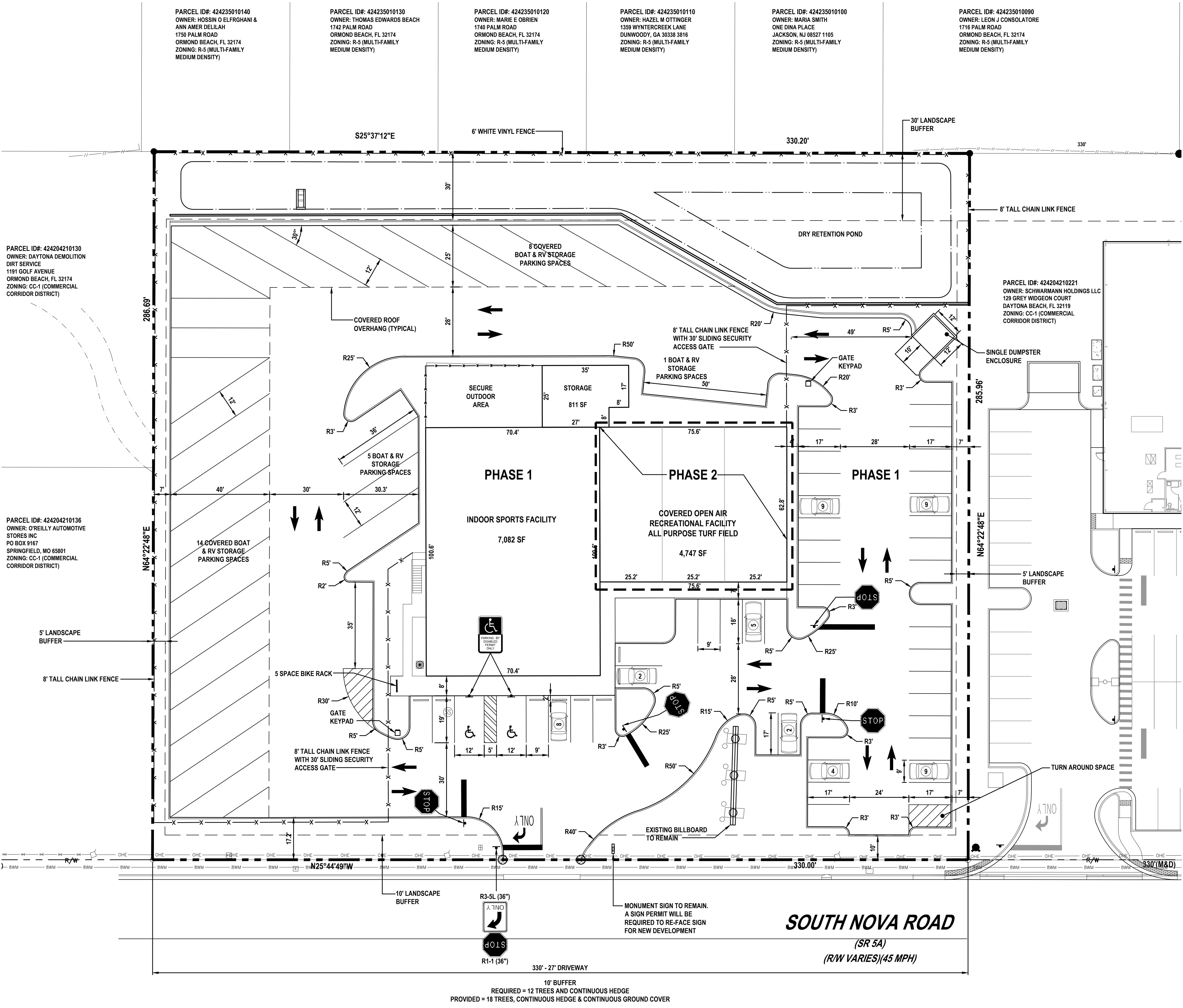
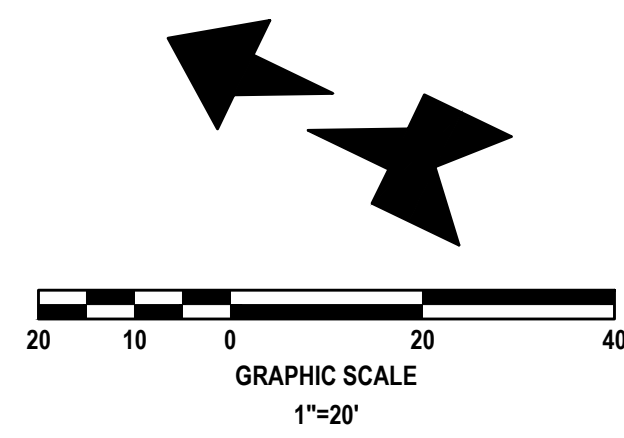
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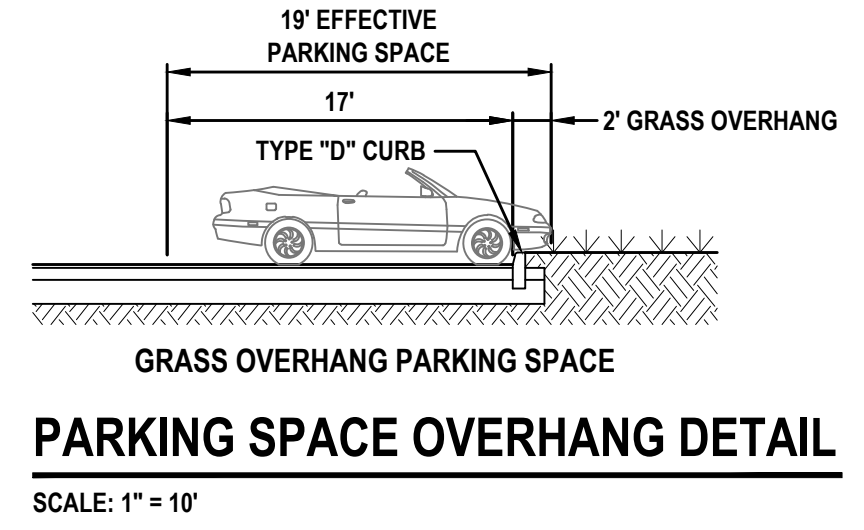
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SITE DEVELOPMENT USAGE

1. BUILDING DEVELOPMENT REQUIREMENTS		2. COVERED VEHICLE STORAGE SPACES	
A. SETBACKS		A. SETBACKS	
i. FRONT:	15 FEET	i. FRONT:	15 FEET
ii. REAR:	35 FEET	ii. REAR:	30 FEET
iii. SIDE:	10 FEET	iii. SIDE:	5 FEET
iv. SIDE CORNER:	N/A FEET	iv. SIDE CORNER:	N/A
B. MAXIMUM BUILDING HEIGHT:	35 FEET		
C. MINIMUM OPEN SPACE:	25%		
D. MAXIMUM IMPERVIOUS AREA:	75%		
E. MAXIMUM BUILDING COVERAGE:	50%		
F. MAXIMUM FLOOR AREA RATIO:	1.0		
3. PROPOSED SITE COVERAGE:		SQ. FT	ACRE
			%
BUILDING		12,640	0.290
PAVEMENT		50,430	1.158
CONCRETE SIDEWALKS / PATIOS		2,629	0.060
OPEN SPACE		28,787	0.661
TOTAL SITE		94,486	2.169
TOTAL IMPERVIOUS		65,699	1.522
FLOOR AREA RATIO (FAR)		0.15	(1.0 MAX)
4. PARKING REQUIREMENTS			
RECREATIONAL FACILITY - 1 SPACE PER 270 SF			
= 11,829 SF / 270 SF = 44 SPACES			
STORAGE - 1 SPACE PER 4,000 SF			
= 811 SF / 4,000 SF = 1 SPACES			
TOTAL PARKING REQUIRED =		45 SPACES	
5. PARKING PROVIDED		SPC	%
HANDICAP		2	4.2
STANDARD		46	95.8
TOTAL PARKING PROVIDED		48	100.0
6. BICYCLE PARKING PROVIDED		5	



REVISIONS

DATE	DESCRIPTION
6/11/21	CITY COMMENTS
7/19/21	OWNER

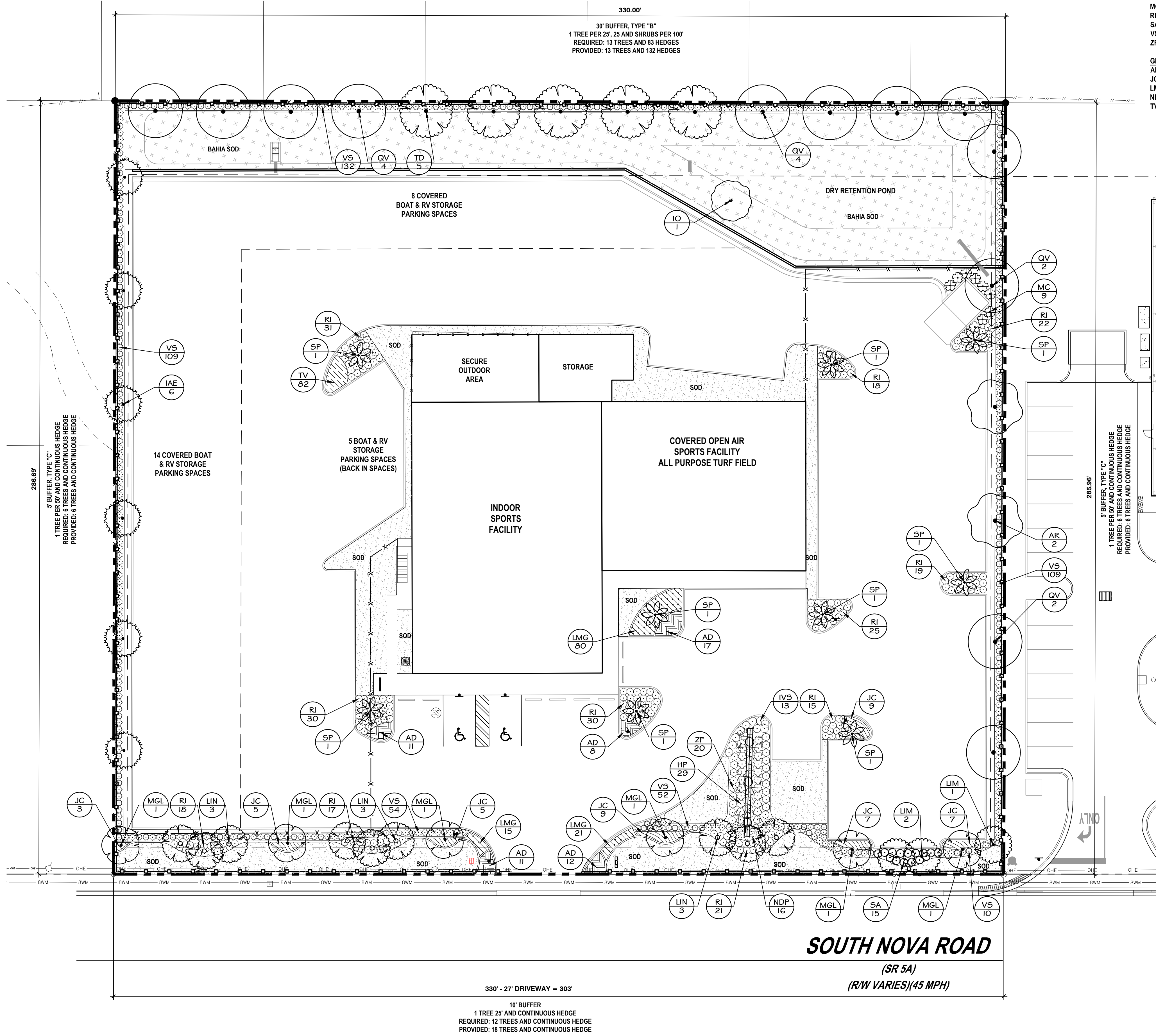
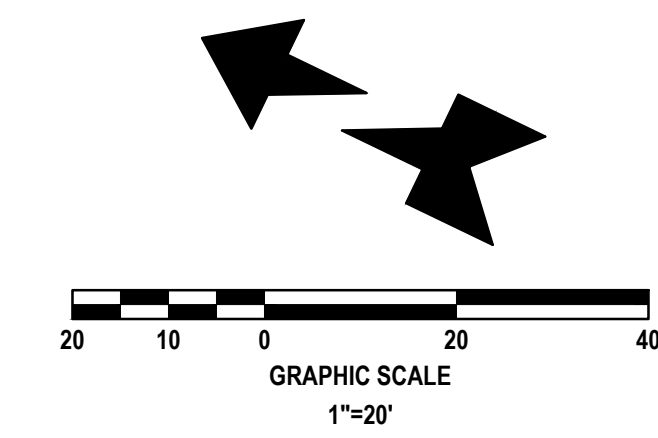
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 2600584
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Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN
VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

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HARRY H. NEWKIRK
P.E. # 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

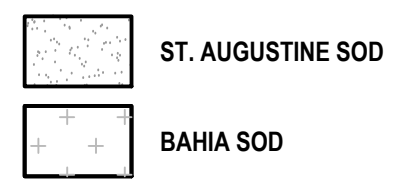
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DATE:	APRIL 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'
DRAWING NUMBER	



PLANT SCHEDULE

PALM TREES		BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	9	SABAL PALMETTO	CABBAGE PALMETTO	14' - 18' C.T., MIXED	
SHADE TREES		BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AR	2	ACER RUBRUM	RED MAPLE	2.5" CAL., 10' HT.	
QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10' HT.	FULL
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" CAL., 10' HT.	FULL
UNDERSTORY TREES		BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
IO	1	ILEX OPACA	AMERICAN HOLLY	2" CAL., 8' HT.	FULL
IAE	6	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	1.5" CAL., 8' HT.	
LIM	3	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10' HT.	M.T. LILAC
LIN	9	LAGERSTROEMIA X 'NATCHEZ'	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8' HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8' HT.	
SHRUBS		BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
HP	29	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
VS	13	ILEX VOINITORIA 'NANA'	DWARF 'YAUPON HOLLY	3 GAL.	FULL, 36" O.C.
MC	9	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 36" HT. X 12" SPRD	48" O.C., FTG
RI	246	RHAPHIOLEPS INDICA	INDIAN HAWTHORN	3 GAL, 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA 'TRINETTE'	TRINETTE VARIEGATED SCHEFFLERA	3 GAL.	
VS	466	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL, 30" HT	30" O.C.
ZF	20	ZAMIA FLORIDANA	COONTIE CYCAD	3 GAL.	FULL, 36" O.C.
GROUND COVERS		BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AD	89	ASPARAGUS DENSIFLORUS 'MYERS'	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	45	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	136	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LILYTURF	1 GAL., 12" HT	18" O.C., FULL
NDP	16	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.
TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	12" HT	12" O.C., FULL

LEGEND

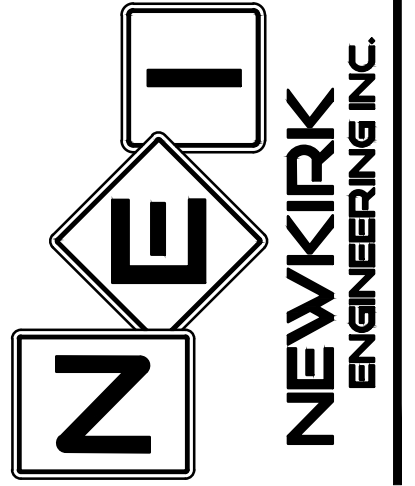


WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

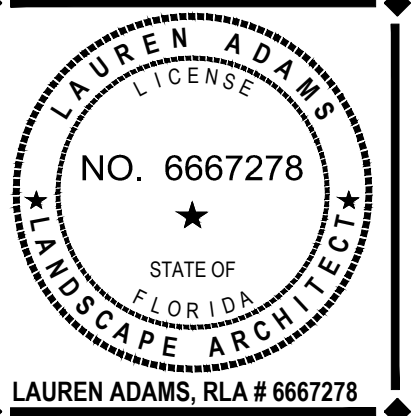
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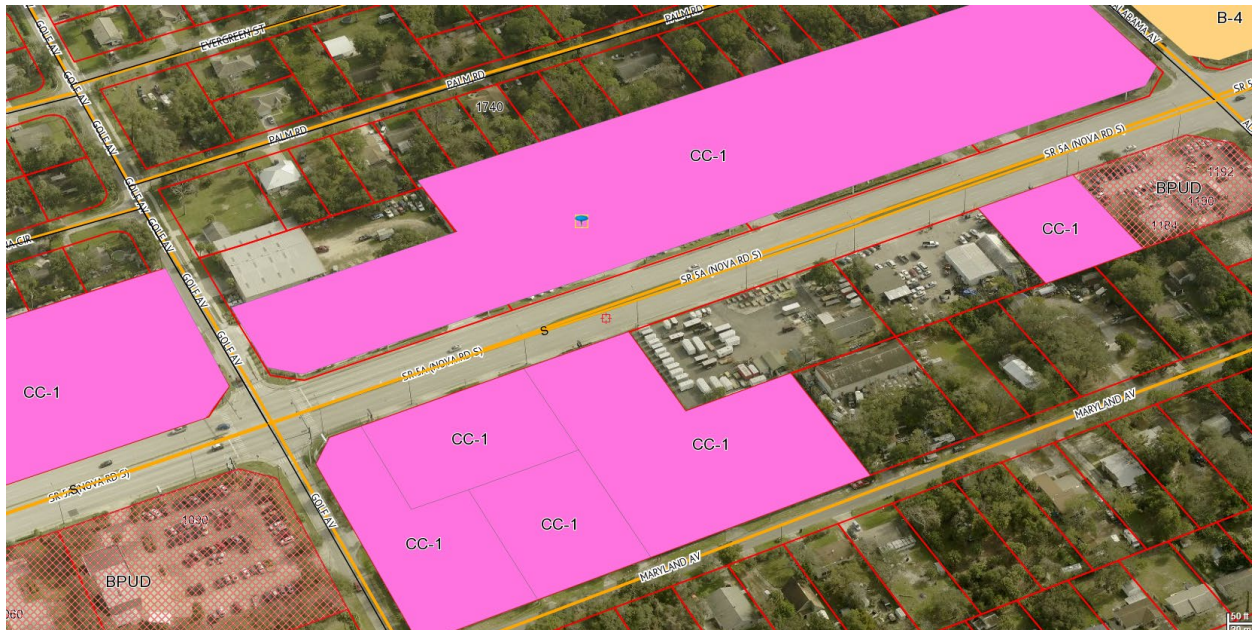
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PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	LAA
DRAWN BY:	BVV
CHECKED BY:	LAA
SCALE:	1" = 20'
DRAWING NUMBER	

3

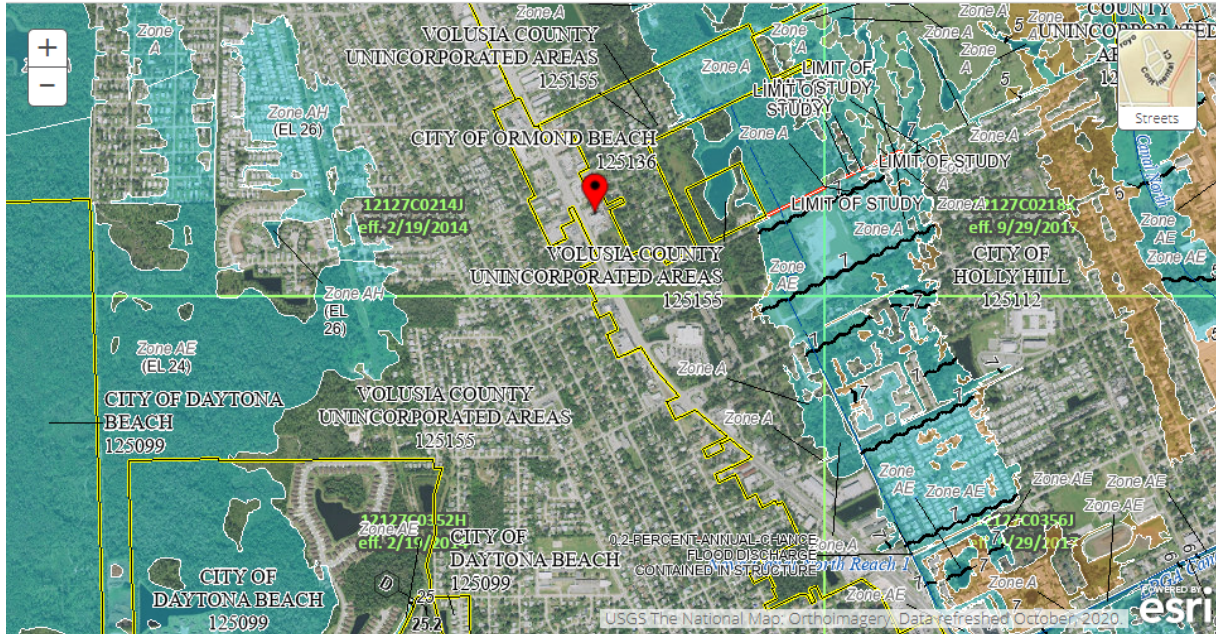
CC-1 Current Zoning



General Commercial – Current FLU



Current Zoning & FLU (Holly Hill)



Flood Map



Proposed BPUD Zoning

ZONING (Volusia County)

I-1 Light Industrial - This classification is to provide sufficient space in appropriate locations for industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling Page 8 of 10 of goods and materials) are not nuisances beyond the lot on which the facility is located.

B-5 Heavy Commercial - This classification is to provide areas for commercial uses and structures that are not generally compatible with B-4 uses and structures.

(For Reference Only with regard to B-5) B-4 General Commercial - This classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center classification.

R-5 Urban Single-Family - This classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Zoning (Holly Hill)

CC-1

Permitted principal uses and structures in the CC-1 district are as follows:

- (1) Administrative offices.
- (2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (3) Adult day care centers.
- (4) Banks and savings and loans.
- (5) Barbershops.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Beauty salons.
- (8) Business services.
- (9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.
- (10) Child day care centers.
- (11) Civic, fraternal and service organizations.
- (12) Clubs, private.
- (13) Convenience grocery stores.
- (14) General office uses.
- (15) Hospitals.
- (16) Hotels/motels.
- (17) Houses of worship.
- (18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.
- (19) Manufacturing (light industrial).
- (20) Marinas.
- (21) Medical and dental clinics.
- (22) Miniwarehouses.

- (23) Motor vehicle sales and rentals.
- (24) Newsstands.
- (25) Personal services.
- (26) Prescription pharmacies.
- (27) Professional services offices.
- (28) Public uses.
- (29) Public utility uses and structures.
- (30) Recreational vehicles and equipment sales (including boat sales).
- (31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).
- (32) Rest and convalescent homes.
- (33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (34) Retail sales and services.
- (35) Retail specialty shops.
- (36) Self-service laundromats.
- (37) Shopping centers.
- (38) Veterinary clinics.
- (39) Warehousing and distribution.
- (40) Motor vehicle and marine sales, services, parts and repair.
- (41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.

FUTURE LAND USE (Volusia County)

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments. The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial. All requests for nonresidential uses within one-quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.

Mixed Use Zone (MXZ) - an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed use zones; Existing and Planned. (a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses. This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size. An Existing Mixed Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

FLU (Holly Hill)

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

PART II - CODE OF ORDINANCES
Chapter 114 - ZONING
ARTICLE II. - DISTRICT REGULATIONS
DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

- (1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

- (2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.
- (6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

- (1) *Minimum project size:*

Area:

- a. Agriculture PUD: Eight acres.
 - b. Residential PUD: Two acres.
 - c. Business and Industrial PUD: No minimum.
 - d. Mixed Use PUD: One acre.
- (2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.
 - (3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

- (1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.
- (2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Sec. 114-771. Planned unit development regulations.

- (a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.
- (b) **Unified ownership.** All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.
- (c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.
- (d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.
- (e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:
 - (1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.
 - (2) Maintenance guarantees shall be approved by the city commission.
- (f) **Procedure for rezoning to PUD.**
 - (1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.
 - a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.
 - b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

- c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.
- (4) **BPUD, IPUD or MPUD application stage.** An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:
- a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:
 - i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.
 - ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.
 - iii. Driveway and access controls, including number and approximate location of driveways.
 - iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.
 - v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.
 - vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.
 - vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.
 - viii. General location of signs.
 - ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.
 - b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:
 - i. Evidence of unified ownership and control.
 - ii. Statement agreeing to:
 - iii. Proceed with the proposed development according to all regulations;
 - iv. Provide appropriate performance and maintenance guarantees;

- v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.
- vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.
- vii. Maximum building heights.
- viii. Minimum building spacing and floor areas.
- ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.
- x. Statement regarding ingress/egress controls to the site.
- xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.
- xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.
- xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.
- xiv. The proposed language of any covenants, easements or other restrictions.
- xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

- (1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.
- (2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.
- (3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.
- (4) *Amendments.* Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator after such departmental comment as he deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)