CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA ● AUGUST 11, 2015

City Commission Chamber	Regular City Commission Meeting	7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John F. Capers

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

3. APPROVAL OF MINUTES

1. Minutes - July 28, 2015 Regular City Commission Meeting and Budget Workshop

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

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

1. Resolution FDOT Traffic Signal Maintenance and Compensation Agreement

   (Requested by Jacki Maswary, Public Works)

2. Resolution Interlocal Agreement for Municipal Fleet Fueling Services with County of Volusia

   (Requested by Jacki Maswary, Public Works)

3. Team Volusia - Economic Development Agreement

   (Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

6. PUBLIC HEARINGS

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

1. 1310 Center Street Condemnation and Demolition

   (Requested by Larry Hites, Building and Zoning)

2. 1125 : 814 8th Street Condemnation

   (Requested by Larry Hites, Building and Zoning)

3. Ordinance 2964 - Restaurant Special Exception Operating Hours

   (Requested by Thomas Harowski, Planning)

7. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

8. COMMUNICATIONS

a. City Manager & Staff Reports

   1. Audit Committee Selection

      (Requested by Joseph Forte, City Manager)

b. City Attorney
c. Mayor's Report
d. District Commissioners Reports

9. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 11, 2015**
FROM: **Valerie Manning**
SUBJECT: **Minutes - July 28, 2015 Regular City Commission Meeting and Budget Workshop**
NUMBER: **(ID # 1144)**
APPLICANT:
PLANNER:

DISCUSSION:

Approve the Minutes from the July 28, 2015 regular City Commission meeting and Budget workshop.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION

- Minutes - July 28 - Budget workshop (PDF)
- Minutes - July 28, 2015 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED MINUTES ● JULY 28, 2015

City Commission Chamber **Work Session** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

I. CALL TO ORDER

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

II. BUDGET PRESENTATIONS BY DEPARTMENTS

1.

Budget Workshop - CRA & Economic Development

(Requested by Valerie Manning, City Clerk)
Mr. Swartzlander discussed the CRA and Economic Development budget and the Stormwater Budget with the Mayor and City Commissioners. The following was discussed: Revenues, Expenses, Capital, Debt Service, and Debt transfers. The Mayor and Commissioners briefly discussed wayfinding signs for the city and shared their concerns about the medians on Ridgewood Avenue. Discussion on hiring more officers and the current part-time officers. Commissioner Byrnes wanted to state for the record that he would like to see the two vacant police officer positions filled. Mr. Forte informed the Mayor and Commissioners that the two vacant positions in the police department have been vacant for a year or more are in the CRA. They can put them back into the CRA but he doesn't want to fill any positions that don't have a specific purpose. Unless there is a specific policing program, there is no need to fill those positions at this time.

III. ADJOURNMENT

The workshop adjourned at approximately 6:55 PM.

Attachment: Minutes - July 28 - Budget workshop (1144 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED MINUTES ● JULY 28, 2015

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

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

B. Invocation
Commissioner Byrnes led the invocation.

C. Pledge of Allegiance to the Flag

2. PRESENTATION

1. -DOC-2015-34

YMCA Presentation

(Requested by Valerie Manning, City Clerk)
Teresa Rand and Diana Martin from YMCA came forward to thank the City for its continued support.

RESULT:	**PRESENTATION**

Enacted and approved this 28th day of July, 2015, in Holly Hill

3. PUBLIC PARTICIPATION

None.

4. APPROVAL OF MINUTES

1.

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

Minutes - July 14, 2015 - Regular City Commission Meeting and Budget Workshop

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 28th day of July, 2015, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Penny opened public participation. No one spoke.

1. Resolution

Bobcat Compact Excavator Purchase

(Requested by Jacki Maswary, Public Works)

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

RESOLUTION

Enacted and approved this 28th day of July, 2015, in Holly Hill

2. Resolution

Agreement with Dredging and Marine Consultants L.L.C. for Sunrise Park South Boat Ramp and Access Channel Improvements

(Requested by Jacki Maswary, Public Works)

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

RESOLUTION

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

Enacted and approved this 28th day of July, 2015, in Holly Hill

3. Resolution

A Resolution of the City of Holly Hill, Florida, Amending Resolution 2013-R-15 Solid Waste Service Fees; Providing for Repeal of All Resolutions in Conflict Herewith; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

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

RESOLUTION

Enacted and approved this 28th day of July, 2015, in Holly Hill

4.

FRDAP Grant Award Aceeptance of a Grant Award of $50,000 to Construct a Park at 7Th Street and Center Avenue

(Requested by Thomas Harowski, Planning)

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

Enacted and approved this 28th day of July, 2015, in Holly Hill

5. Resolution

Personal Leave

(Requested by Joseph Forte, City Manager)

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

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

RESOLUTION

Enacted and approved this 28th day of July, 2015, in Holly Hill

6. REGULAR AGENDA

1.

Restaurant Special Exception Operating Hours Amend the Hours of Operation Within Which a Restaurant is Considered a Special Exception Use to Allow Restaurants Open for Business Between 6:00 AM and 10:00 PM to be Allowed by Right Rather Than as a Special Exceptions Use.

(Requested by Thomas Harowski, Planning)
Mr. Harowski discussed the staff report for the special exception on the restaurant operating hours.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED ON 1ST READING [UNANIMOUS]**	**Next: 8/11/2015 7:00 PM**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner	
SECONDER:	Elizabeth Albert, District 4 - Commissioner	
AYES:	Byrnes, Capers, Albert, Penny	
ABSENT:	Currie	

2.

Employee Benefit Renewals for FY 2016 Approval of Contracts for Medical Dental Vision and Life Insurance Policies for the Fiscal Year 2015-2016.

(Requested by Kurt Swartzlander, Finance)
Mayor Penny opened public participation. No one spoke.

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Capers, Albert, Penny
ABSENT:	Currie

Enacted and approved this 28th day of July, 2015, in Holly Hill

7. PUBLIC HEARINGS

1.

An Application for Special Exception Approval for the Sale of Automotive Vehicles Within the Redevelopment District Overlay at 918 Ridgewood Avenue

(Requested by Thomas Harowski, Planning)
Mr. Harowski discussed the special exception for 918 Ridgewood Avenue; expanding the business to the south of The Car Shop.

Since this is a quasi-judicial hearing, Mayor Penny, Commissioners Capers and Albert have had conversations about Mr. Hanger's request.

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

Enacted and approved this 28th day of July, 2015, in Holly Hill

2. Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Proposed Millage Rate for the Fiscal Year Beginning October 1, 2015; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Mr. Forte read entire Resolution for the record.

RESOLUTION 2015-R-38

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2015; and

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

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2015 is 7.1304 (7.1304 per $1,000.00); The FY2015 operating millage rate is 7.1304 mills, which is greater than the rolled-back rate of 6.8464 mills by 4.15%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 7:00 p.m. on Wednesday, September 9, 2015, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

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

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

Mayor Penny opened public participation.

The following individuals spoke to the Mayor and Commissioners: Greg from Ormond Beach, Jim Morris, Silver Beach Drive, Holly Hill, Dorothy Featherston, Holly Hill.

Mayor Penny closed public participation.

Mr. Forte stated they have to be careful of unintended consequences. Right now they have a balanced budget with the same level of service that the city has provided in the

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

past and if they were to increase that millage, anything above what they have right now, he would have to come back and tell them why staff is increasing the millage between now and September 9th. He would have to tell them as a result of x, y, and z, new expenses, we're going to increase that millage. The unintended consequence because it was now said, there are three open union contracts and he doesn't want memberships to think that there's an open door to raise taxes for the purpose of payroll increases. He is not recommending that they increase the tax rate for the purpose of payroll increases.

Discussion amongst the Mayor, Commissioners, and staff at this time. The majority of the Commission agreed to leave the proposed millage rate at 7.1304 (7.1304 per $1,000.00), with Commissioner Byrnes voting no for a tax increase.

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Capers, Albert, Penny
NAYS:	Byrnes
ABSENT:	Currie

RESOLUTION

Enacted and approved this 28th day of July, 2015, in Holly Hill

3. Resolution

A Resolution of the City of Holly Hill, Florida, Setting the Proposed Stormwater Utility Fee at $7.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Commissioner Albert made a motion to set the rate at $7.22, seconded by Commissioner Capers.

Mayor Penny opened public participation. No one spoke.

Discussion amongst the Mayor, Commissioners and staff about the rate at $7.22 and what is being proposed at $7.00. There was consensus to leave the rate at $7.00 as proposed by staff.

Commissioner Albert withdrew her motion of $7.22 rate. Commissioner Capers made a motion to leave the rate at $7.00, seconded by Commissioner Albert.

Mayor Penny opened public participation. No one spoke.

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

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

RESOLUTION

Enacted and approved this 28th day of July, 2015, in Holly Hill

8. PUBLIC PARTICIPATION

None

9. COMMUNICATIONS

a. City Manager & Staff Reports

1. –DOC-2015-35

Report of Purchase: Water Department Forklift Replacement

(Requested by Jacki Maswary, Public Works)

RESULT:	**PRESENTATION**

Enacted and approved this 28th day of July, 2015, in Holly Hill

b. City Attorney
Not present

c. Mayor's Report
d. District Commissioners Reports

10. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.

Attachment: Minutes - July 28, 2015 - Regular City Commission meeting (1144 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 11, 2015**
FROM: **Jacki Maswary**
SUBJECT: **FDOT Traffic Signal Maintenance and Compensation Agreement**
NUMBER: **(ID # 1139)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill currently has an agreement with the Florida Department of Transportation whereby the City is reimbursed for Maintenance that is completed to any traffic signals that control State roads. A new agreement is issued annually; reimbursement to be provided in the new agreement is $24,320 per year.

This is an increase over prior years' compensation because FDOT has updated the Compensation Agreement to clarify language related to maintenance responsibility and compensation for additional items related to traffic control, including mast arms, pedestrian beacons, etc.

FISCAL ANALYSIS:

This is a 53% increase over the prior year.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with the Florida Department of Transportation for traffic signal maintenance compensation.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2015-R-42, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION.

ATTACHMENTS:

- Traffic Signal Maintenance and Compensation Agreement Exhibit A (PDF)
- Traffic Signal Maintenance and Compensation Agreement Agreement (PDF)

Resolution No. (ID # 1139)

FDOT TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

RESOLUTION 2015-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill and Florida Department of Transportation currently have an agreement, Contract ARI84, for traffic signal maintenance compensation; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute a new agreement for Fiscal Year 2015/2016 (July 1, 2015 - June 30, 2016).

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

SECTION 1. That City Manager of the City of Holly Hill is authorized to execute the Traffic Signal Maintenance Compensation Agreement for Fiscal Year 2015/2016 (July 1, 2015 - June 30, 2016).

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 11th day of August, 2015.

State of Florida Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 15/16

Effective Date: July 1, 2015 To: June 30, 2016

Maintaining Agency: City of Holly Hill

Section	MP	SR No.	Intersection	Agency	Conf.	fy 15/16
79030	1.192	5	SR 430 (Mason Ave.)	Holly Hill	TS	$3,040.00
79030	1.390	5	2nd St.	Holly Hill	TS	$3,040.00
79030	1.567	5	3rd St.	Holly Hill	TS	$3,040.00
79030	1.916	5	6th St.	Holly Hill	TS	$3,040.00
79030	2.167	5	8th St.	Holly Hill	TS	$3,040.00
79030	2.916	5	Walker St.	Holly Hill	TS	$3,040.00
79030	3.849	5	Calle Grande St.	Holly Hill	TS	$3,040.00
79190	11.425	5A	15th St.	Holly Hill	TS	$3,040.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum*:	$24,320.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

$24,320.00

Maintaining Agency Date

District Traffic Operations Engineer Date

Attachment: Traffic Signal Maintenance and Compensation Agreement Exhibit A (1139 : FDOT Traffic Signal Maintenance and Compensation

Attachment: Traffic Signal Maintenance and Compensation Agreement (1139 : FDOT Traffic

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. 413019-9-88-07
F.E.I.D. NO. F596000337001

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, ____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Holly Hill, Florida, herein called the _____ ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida (Maintaining Agency)	**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
By _____ (Authorized Signature)	By _____ (Authorized Signature)
Print/Type Name: _____	Print/Type Name: Alan E. Hyman, P.E.
Title: _____	Title: Director of Transportation Operations
Attest: _____	Legal Review: _____
Attorney: _____ Date: _____	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY _____

Effective Date: from _____ to _____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
							Total Lump Sum Amount*			

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

Attachment: Traffic Signal Maintenance and Compensation Agreement Agreement (1139 : FDOT Traffic

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Exhibit B Page 1 of 1

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 11, 2015**
FROM: **Jacki Maswary**
SUBJECT: **Interlocal Agreement for Municipal Fleet Fueling Services with County of Volusia**
NUMBER: **(ID # 1141)**
APPLICANT:
PLANNER:

DISCUSSION:

The City currently holds an Interlocal Agreement with the County of Volusia providing for fleet fueling services by the County to the City and this Agreement is due for its annual renewal.

The Interlocal Agreement provides fleet maintenance services as follows:

1. Fueling Services including maintenance of fueling facilities and issuing authorization keys.
2. Fleet Management Fueling Facilities available for City fueling purposes. There are seven facilities available around the County including the local facility on Walker Street.

Terms of fuel rates are as follows: Current County cost at the time of fuel consumption by City plus 16 cents per gallon for unleaded and 27 cents per gallon for diesel.

The cost for unleaded has remained the same as last year and the cost for diesel has increased $0.05 per gallon.

FISCAL ANALYSIS:

This is a fully budgeted item in the FY 2015-2016 proposed budget.

STAFF RECOMMENDATION:

Authorized the City Manager to enter into an agreement with the County of Volusia to provide municipal fleet fueling services.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2015-R-43, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF VOLUSIA TO PROVIDE MUNICIPAL FLEET FUELING SERVICES.

ATTACHMENTS:

- Interlocal Agreement Fleet Fueling Services (PDF)

Resolution No. (ID # 1141)

INTERLOCAL AGREEMENT FOR MUNICIPAL FLEET FUELING SERVICES WITH COUNTY OF VOLUSIA

RESOLUTION 2015-R-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF VOLUSIA TO PROVIDE MUNICIPAL FLEET FUELING SERVICES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff have received a proposal from the County of Volusia to provide Municipal Fleet Fueling Services; and

WHEREAS, City staff considers this to be a fair and equitable agreement.

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

SECTION 1. That the City Commission does hereby approve the agreement and authorize the City Manager to execute the agreement with the County of Volusia for the provision of municipal fleet fueling services by the County of Volusia to the City of Holly Hill.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 11th day of August, 2015.

INTERLOCAL AGREEMENT FOR THE PROVISION OF MUNICIPAL FLEET FUELING SERVICES BY COUNTY OF VOLUSIA TO CITY OF HOLLY HILL

THIS AGREEMENT is entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612, hereinafter referred to as **"COUNTY"**, and City of Holly Hill, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 37117, hereinafter referred to as **"CITY."**

RECITALS

WHEREAS, the COUNTY is authorized by §125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions;" and

WHEREAS, public agencies (including COUNTY and CITY) are authorized by §163.01(14), Florida Statutes, to "enter into contracts for the performance of service functions of [such] public agencies, but *shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers."* The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and public agencies for the purpose of permitting "local governmental units to make the *most efficient use* of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." §163.01(2), Florida Statutes; and

WHEREAS, CITY after evaluation of options for the provision, has made a determination that it will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel; and

WHEREAS, COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated therein, and COUNTY is willing to provide such services to CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

PART I. General Provisions

1. Legislative Findings/Representations. The foregoing representations and findings are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the COUNTY to provide specified *municipal services* to CITY (hereinafter, the "Contract Services"), at an agreed upon level of services "LOS") as established herein.

3. County Departments. COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organizational line of the COUNTY'S Departments (hereinafter, "Departments"), as depicted in PART II hereof. The Director of the applicable Department (or his/her designee) shall be the COUNTY'S liaison to CITY for the purposes of performance, interpretation and implementation of this Agreement.

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Division of Management Responsibilities. The Contract Services specified in this Agreement reflect the managerial and policy decisions of CITY. Beyond the types of services identified herein, CITY may identify the task within the scope of this Agreement to be performed by COUNTY, and the portion of the recent budget to be allocated thereto, including, but not limited to, the location, and nature of specific projects. The COUNTY shall have responsibility for the operational management of the actual service. In cases where specific professional standards are applicable to the design or performance of such task, the COUNTY'S designated officer in charge ("OIC"), the designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director or the OIC shall be available on a regular basis to CITY authorized designee to provide consultation and recommendations as contemplated herein.

6. Level of Service (LOS). COUNTY agrees to provide the personnel and equipment at the LOS established herein. Should the CITY desire the COUNTY provide services either different in kind, or at a higher level than that contemplated herein, the CITY Manager shall make written request therefore to the County Manager. Any Agreement modification to the LOS shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

7. Personnel Matters. COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular COUNTY employee to be dedicated fulltime to the Contract Services. All COUNTY personnel assigned to perform Contract services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by the CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

8. Term. This Agreement shall take effect on the October 1, 2015, and shall terminate on September 30, 2018, unless renewed or otherwise terminated as set forth in this section and Part I, Section 9 respectively. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application in writing therefore, to COUNTY no later than February 1 of that contract year.

9. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

10. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

	a. COUNTY:	**b. CITY:**
	County of Volusia 123 W. Indiana Avenue DeLand, FL 32720-4612 Attention: County Manager	City of Holly Hill, Florida 1065 Ridgewood Avenue Holly Hill, FL 32117
Copy to:	Central Services Director 1270 Indian Lake Road Daytona Beach, FL 32124	Attn: City Manager 1065 Ridgewood Avenue Holly Hill, FL 32117

11. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

12. Dispute Resolution. Any disputes concerning non–performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, "Florida Governmental Conflict Resolution Act."

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

13. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. Services and Billing

1. Services

a. Except as provided in subsection (b) hereof, the COUNTY through its Fleet Management Division, shall provide the facilities, personnel, and supplies necessary and desirable to perform Fleet-refueling services to vehicles and equipment owned by CITY.

b. In the event of an emergency, the CITY acknowledges and understands that COUNTY cannot guarantee provision of the goods and services described in paragraphs (a) above, and CITY shall make alternative provision for these goods and services during such an event. Thus the COUNTY's provision of fuel to the CITY pursuant to this Agreement shall be subject to fuel availability as described hereafter. The COUNTY has a fuel rationing plan in place for times of emergency. An emergency is defined as any circumstance where the fuel supply will experience or is expected to experience an interruption. Partial rationing is referred to as **Mission Essential**. Full rationing is referred to as **Mission Critical**. Notification of emergencies will be accomplished through the Emergency Operations Center (EOC), through the COUNTY's intranet system (*i.e.* Employee News Network or "ENN"), and by phone or e-mail as appropriate. During times of emergency vehicles from outside agencies may be locked out of the COUNTY fuel system. When the fuel supply returns to normal levels as determined by the COUNTY, the COUNTY will lift all restrictions from COUNTY pumps.

c. Attached hereto and incorporated by reference is Attachment 1 Fleet Management Services Options and Schedule of Charges.

2. Billing

All direct costs will be accounted for by vehicle identification

Billing shall be done monthly using the FMS in-house computer system. Bills are to be itemized and sent:

Attention: City of Holly Hill, Florida

Finance Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

CITY shall pay the COUNTY for services within forty-five (45) days of receipt by CITY of COUNTY invoice for services. Payment and any penalties, including interest, shall be made in compliance with Florida Statutes Chapter 218, Part VII and the Volusia County Code of Ordinances and the Purchasing Procedures Manual.

PART III. Miscellaneous

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of either party for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

2. Hold Harmless. Each party shall defend and hold the other harmless from each party's own negligent acts related to or arising from this Agreement. CITY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and each other of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by CITY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. For fuel spills and/or pollutant releases caused by CITY, CITY shall, in addition to its indemnification obligations hereunder, reimburse the COUNTY for the amount of the deductible paid on any claim against the COUNTY's pollution liability and/or storage tank policy. Containment and cleanup of any spills and/or releases will be the responsibility of the party that caused the spill and/or release. CITY will also be responsible for any damage to a COUNTY facility that occurs as a direct result of use by CITY, normal wear and tear excepted. This section shall survive the expiration or termination of this Agreement.

3. Insurance. The CITY shall provide and maintain at all times during the term of the Agreement, without cost or expense to the County of Volusia, either an adequate self-insurance fund or policies of insurance, or both which insures the CITY against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating acts or omissions of the CITY which arise under the terms and provisions of the Agreement or which are in any way related thereto.

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

3.1 Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

3.1.1 Commercial General Liability in the minimum amount of ONE MILLION ($1,000,000) DOLLARS;

3.1.2 Business Automobile Liability Insurance in the minimum amount of ONE HUNDRED THOUSAND ($100,000) DOLLARS per person. THREE HUNDRED THOUSAND ($300,000) DOLLARS per occurrence, bodily injury and property damage liability; and

3.1.3 Pollution Liability insurance in the amount of ONE MILLION ($1,000,000) DOLLARS.

3.2 The CITY shall secure and maintain at its sole cost and expense all Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement. Such Workers' Compensation insurance shall include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the COUNTY.

3.3 If any CITY contract worker is allowed to obtain fuel or other services under this Agreement, the CITY shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform to the above mentioned requirements and to provide the CITY with a copy of a current certificate of insurance.

3.4 Each liability policy shall state that the policy cannot be canceled or materially changed without first giving (30) days prior notice thereof n writing to the COUNTY.

3.5 The CITY shall provide a copy to the COUNTY of each certificate of insurance or self-insurance providing the coverage required by the Agreement. Each such certificate of insurance or self-insurance for coverages shall be furnished by the CITY to the COUNTY at the following address: Risk Management, Suite 250, 230 N. Woodland Blvd, DeLand, Florida 32721-4613, attention: Charles Spencer, Risk Manager, or his successor.

Each certificate shall be dated and show:

3.5.1 The name of the insured, the specified job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

3.5.2 The County of Volusia, Florida as additional named insured on each liability policy.

3.6 The COUNTY shall be exempt from, and in no way liable for, any sums of money which represent a deductible or self-insured retention in any insurance policy. The payment of deductible or self-insured retention shall be the sole responsibility of the CITY and/or contractor responsible for the coverage.

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

3.7 If any policy as required is written on a claims-made basis, the CITY warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained during the Term of the Agreement and for a period of two (2) years thereafter.

3.8 No fuel or services will be provided until each certificate of insurance or self-insurance is filed with the COUNTY.

3.9 Failure of the CITY to provide the insurance coverages described above and keep on file with the COUNTY at all times a current certificate of insurance for each policy required hereunder shall be a material breach of the Agreement.

3.10 The CITY shall give prompt written notice to the COUNTY of all known losses, damages, or injuries to any person or to property of the COUNTY or third persons that may be in any way related to the Agreement or for which a claim might be made against the COUNTY. The CITY shall promptly report to the COUNTY any such claims or potential claims which are known by the CITY, whether related to matters insured or uninsured.

3.11 This section shall survive the expiration or termination of this Agreement.

4. Authorized Users/Vehicles. CITY shall provide an initial list of vehicles and users authorized to use fuel services with key holder assignment and provide written updates to this list in the same format as they occur and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

5. Fuel Keys. CITY shall report a lost Fleet Management fuel key immediately to Fleet Management to help to prevent unauthorized fuel usage. Any fuel dispensed with a lost key will be charged to CITY which shall be required to pay for the same.

6. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

IN WITNESS WHEREOF, the parties to this Interlocal Agreement for the Provision of Municipal Fleet Fueling Services by County of Volusia to City of Holly Hill have caused the same to be signed by their duly authorized representatives as set forth below.

CITY OF HOLLY HILL

By: _____

Name: Joseph Forte
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Valerie Manning
Title: City Clerk
Date: _____

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

By: _____

Name: Jason P. Davis
Title: County Chair
Date: _____

ATTEST:

By: _____
Name: James T. Dinneen,
Title: County Manager
Date: _____

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

ATTACHMENT 1

FLEET MAINTENANCE SERVICES OPTIONS
SCHEDULE OF CHARGES

FMS available to CITY are as follows:

I. FUELING SERVICES

A-1. Maintenance of fuel inventories and operations of fuel facilities for in-house fueling of vehicles/equipment.
A-2. Issuance of vehicle identification and employee identification keys for easy processing and security of in-house fueling.

Financial and Information Services

B-1. Monthly billing report including utilization data by vehicle identification
B-2. Annual utilization report.

Extra Charge Services

C-1. Replacement of lost or stolen fuel keys $10.00 each.
C-2. Damage to COUNTY fuel station facility or equipment. Cost of repair.

II. FLEET MANAGEMENT FUELING FACILITIES

Deland R&B- 2560 W. State Road Highway 44, DeLand, FL
New Smyrna Beach R&B - 530 Old North Dixie Highway, New Smyrna Beach, FL
Osteen R&B - 200 N. State Road Highway 415, Osteen, FL
Daytona Beach Indian Lake Road - 1270 Indian Lake Road, Daytona Beach, FL
Daytona Beach Landfill - 1990 Tomoka Farms Road, Daytona Beach, FL
Holly Hill R&B - 455 Walker St., Holly Hill, FL
Transfer Station – 261 DeLand Crossings Blvd. DeLand, FL

III. HOURS OF OPERATION AND KEY PHONE NUMBERS

All fueling locations are open 24 hours a day, except Deland Road and Bridge and the Tomoka Landfill.

Deland Road and Bridge:	7:30 am – 6:00 pm
Tomoka Landfill:	7:30 am - 5:30 pm weekdays, 7:30 am – 2:30 pm weekends

IV. CHARGING FOR SERVICES

Direct Rates for Service Method

All direct costs will be accounted for by vehicle identification. Fuel rates are current County cost at the time of fuel consumption by CITY, plus sixteen (16¢) cents per gallon, unleaded and twenty seven (27¢) per gallon, diesel. Special Service rates for special services shall be negotiated at the time of the request done in accordance with Part I, Sections 6 and 7 of the Agreement. See also C-1 and C-2 for extra charge services. Any labor provided shall be at the then current rate. All rates are current and may be modified yearly or upon renewal of this agreement.

Attachment: Interlocal Agreement Fleet Fueling Services (1141 : Interlocal Agreement for Municipal Fleet Fueling Services with County of

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 11, 2015**
FROM: **Valerie Manning**
SUBJECT: **Team Volusia - Economic Development Agreement**
NUMBER: **(ID # 1147)**
APPLICANT:
PLANNER:

DISCUSSION:

This is a one year renewal of the City's agreement with Team Volusia, Economic Development Corporation. Team Volusia has mirrored the program requirements of the 2014/2015 agreement, as well as updated the population figures.

FISCAL ANALYSIS:

The City has appropriated $5,830.00, equal to $0.50 per capita in the budget for the FY 2015-2016 to support Team Volusia Economic Development Corporation. This agreement qualifies the City for a seat on the TVEDC Executive Committee.

STAFF RECOMMENDATION:

Approve agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

To approve as presented.

- Team Volusia Econ. Devel. Agreement (PDF)

Attachment: Team Volusia Econ. Devel. Agreement (1147 : Team Volusia)

TEAM VOLUSIA™
ECONOMIC DEVELOPMENT CORPORATION

July 15, 2015

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

Dear Joe,

As your City enters the 2015/2016 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this agreement useful as a worksheet in assisting you with your 2015/2016 budgeting and planning.

We have mirrored the program requirements of the 2014/2015 agreement, as well as updated the population figures which we obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program. This site is located at http://www.bebr.ufl.edu/population.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Council. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith Norden, CEcD
President and CEO

Attachment: Team Volusia Econ. Devel. Agreement (1147 : Team Volusia)

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October 2015 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has as agreed to appropriate the amount of ***Five Thousand Eight Hundred Thirty Dollars ($5,830.00)*** at .50 cents per capita, in the budget for the fiscal year 2015–2016 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Holly Hill desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to the TVEDC the sum of Five Thousand Eight Hundred Thirty Dollars ($5,830.00), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2015. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement and the percentage of public verses private funds.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Holly Hill and to foster expansion of existing businesses within the City of Holly Hill; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.

4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

6. **Term of Agreement.** This agreement shall commence on October 1, 2015 and shall continue in force for a one-year period ending September 30, 2016. In addition, this agreement may be terminated upon any of the following events;

   a. Written notice of termination of the Agreement by either party with or without cause.
   b. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC:
Keith Norden
President & CEO
Team Volusia EDC
One Daytona Blvd, Suite 240
Daytona Beach, FL 32114

8. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the grossly negligent or malicious performance of its operations under this Agreement.

9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

Attachment: Team Volusia Econ. Devel. Agreement (1147 : Team Volusia)

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2015.

City of Holly Hill, a Florida municipal corporation

By: _____ Date: _____
City of Holly Hill, Mayor

Attest: _____ Date: _____
City of Holly Hill – City Manager

Attest: _____ Date: _____
City of Hill, City Clerk

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 11, 2015**
FROM: **Larry Hites**
SUBJECT: **1310 Center Street Condemnation and Demolition**
NUMBER: **(ID # 1107)**
APPLICANT: **City of Holly Hill**
PLANNER:

DISCUSSION:

1310 Center Street has had numerous complaints by neighbors to both the Holly Hill Building Department and Police Department. The home has been and remains in a state of despair causing several nuisances that are against both the International Property Maintenance Code and the Land Development Code. The owner has been notified to correct the code violations.

FISCAL ANALYSIS:

Upon commission approval for condemnation, staff will follow existing purchase procedures to select a vendor for demolition. Exact demolition costs are not yet known and a budget amendment may be required to complete demolition of the property.

STAFF RECOMMENDATION:

Staff recommends City Commission approval to condemn and demolish 1310 Center Street.

COMMISSION GOAL:

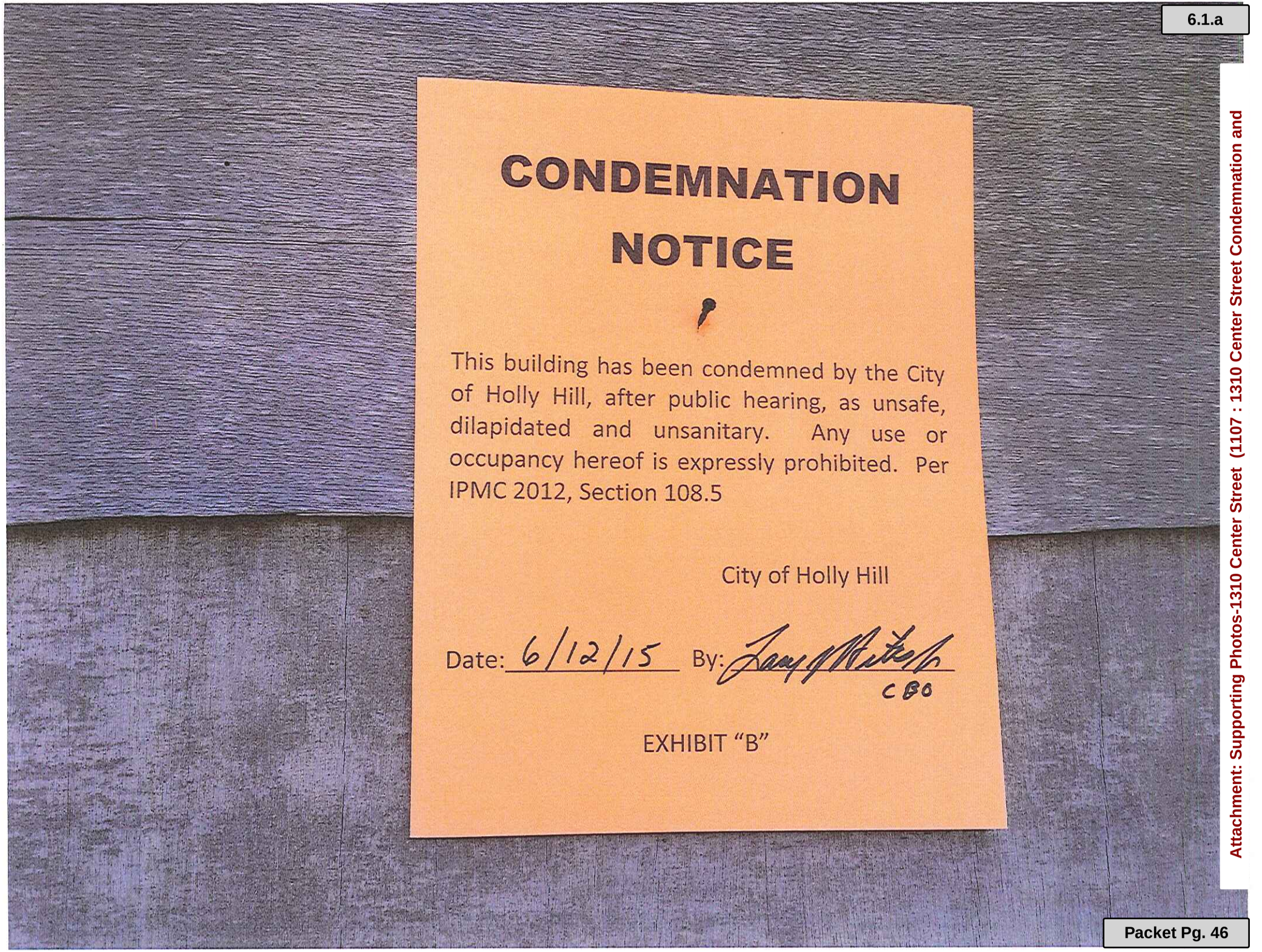
Enhance City aesthetics through beautification and maintenance of city property and

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

MOTION:

As decided by the City Commission.

- Supporting Photos-1310 Center Street (PDF)
- Land Development Code Chapter 3-Enforcement (PDF)
- Ordinance No. 2428-Penalty For Violation (PDF)
- 1310 Center Street -condemnation letter-David Miller (PDF)
- 1310 Center Street -condemnation letter-Rachelle Miller (PDF)
- 1310 Center Street Condemnation-Letter to Lien Holder (PDF)



CONDEMNATION NOTICE

This building has been condemned by the City of Holly Hill, after public hearing, as unsafe, dilapidated and unsanitary. Any use or occupancy hereof is expressly prohibited. Per IPMC 2012, Section 108.5

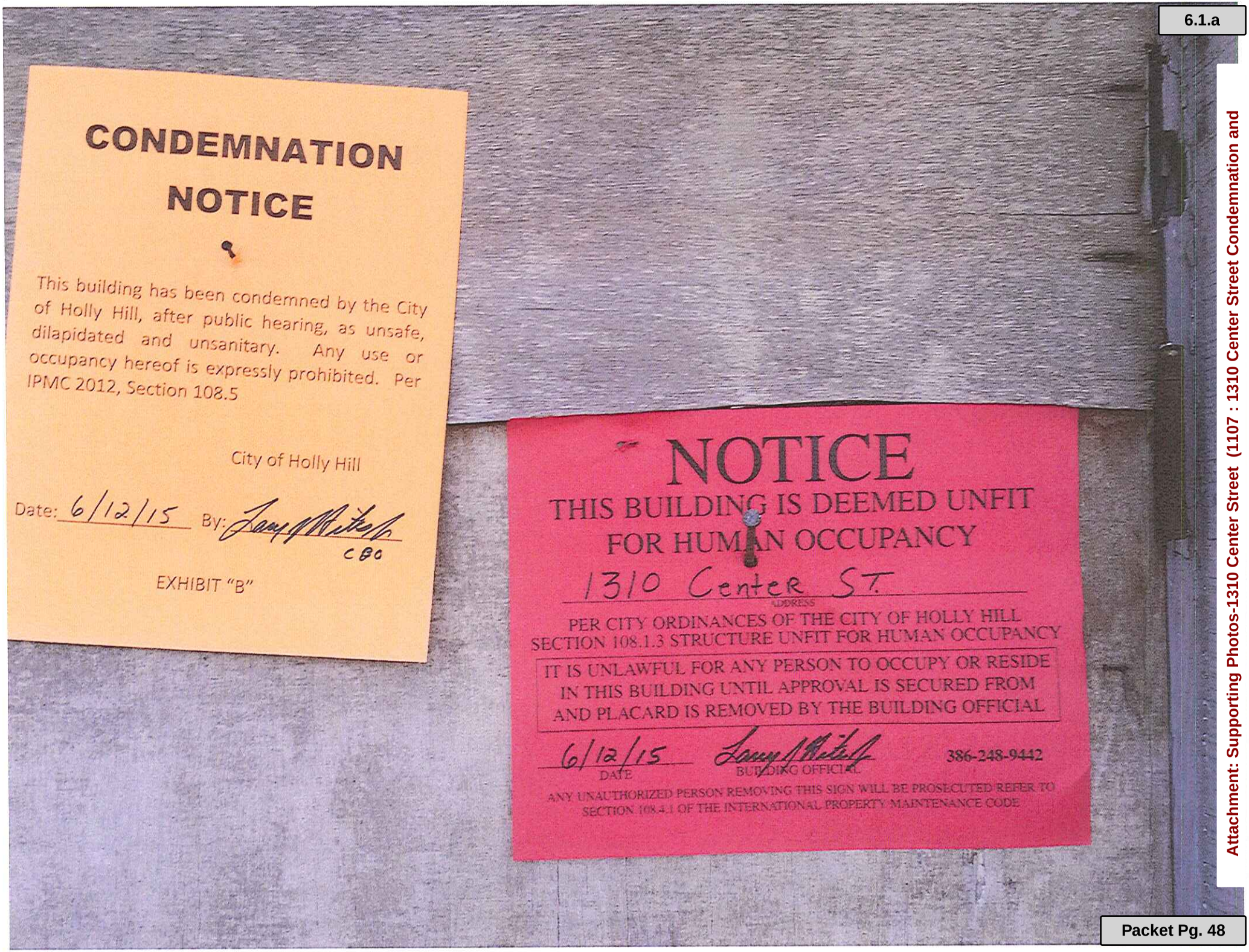
City of Holly Hill

Date: 6/12/15 By: [signature] CBO

EXHIBIT "B"

Attachment: Supporting Photos-1310 Center Street (1107 : 1310 Center Street Condemnation and

Attachment: Supporting Photos-1310 Center Street (1107 : 1310 Center Street Condemnation and



CONDEMNATION NOTICE

This building has been condemned by the City of Holly Hill, after public hearing, as unsafe, dilapidated and unsanitary. Any use or occupancy hereof is expressly prohibited. Per IPMC 2012, Section 108.5

City of Holly Hill

Date: 6/12/15 By: CBO

EXHIBIT "B"

NOTICE

THIS BUILDING IS DEEMED UNFIT FOR HUMAN OCCUPANCY

1310 Center ST.
ADDRESS

PER CITY ORDINANCES OF THE CITY OF HOLLY HILL SECTION 108.1.3 STRUCTURE UNFIT FOR HUMAN OCCUPANCY

IT IS UNLAWFUL FOR ANY PERSON TO OCCUPY OR RESIDE IN THIS BUILDING UNTIL APPROVAL IS SECURED FROM AND PLACARD IS REMOVED BY THE BUILDING OFFICIAL

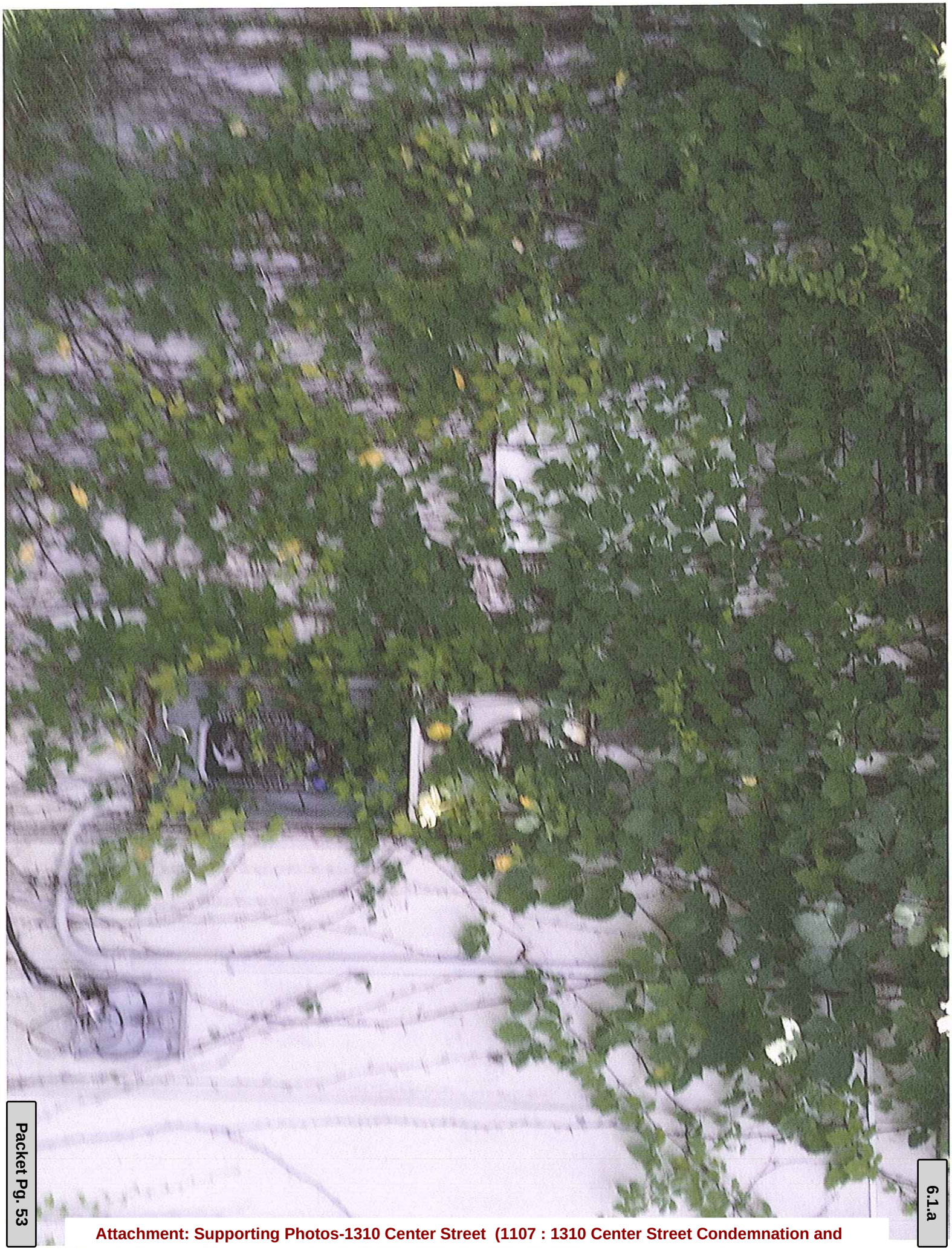
6/12/15
DATE

BUILDING OFFICIAL

386-248-9442

ANY UNAUTHORIZED PERSON REMOVING THIS SIGN WILL BE PROSECUTED REFER TO SECTION 108.4.1 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

CONDEMNATION
NOTICE
NOTICE



Chapter 3 - ENFORCEMENT

Sec. 3-1. - General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this chapter.

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.

(2) If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.

(3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.

(4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.

(6)

The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-2. - Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by demolishing the structure or other property constituting such nuisance pursuant to the following procedure:

(1) The city official shall provide a written notice to the property owner and tenant setting forth the following:
   a. The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;
   b. The corrective action to be taken;
   c. A reasonable time for the corrective action to be performed; and
   d. That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property.

(2) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(3) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure. The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-3. - Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(1) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(2) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(3)

By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(4) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(5) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

(Ord. No. 2452, § 1, 2-25-97)

Attachment: Ordinance No. 2428-Penalty For Violation (1107 : 1310 Center Street Condemnation and

ORDINANCE NO. 2428

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF HOLLY, HILL, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code entitled "Code of Ordinances, City of Holly Hill, Florida" published by Municipal Code Corporation consisting of chapters 1 through 114, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before February 27, 1996, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every violation of a municipal code is hereby declared to be a misdemeanor and every person convicted of a violation of any provision of the Code or any ordinance, rule on regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed $500.00

Attachment: Ordinance No. 2428-Penalty For Violation (1107 : 1310 Center Street Condemnation and

or a term of imprisonment not to exceed 60 days, or both a fine and term of imprisonment. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether on not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, code enforcement, administrative adjudication, injunctive relief and revocation of licenses on permits.

Section 5. Additions on amendments to the Code when passed in the form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after February 27, 1996, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend on refer to like provisions of the Code.

Section 7. If any section, subsection, sentence, clause, phrase, on portion of this Ordinance, on application hereof, is for any reason held invalid on unconstitutional by any Court, such portion on application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions on application hereof.

CITY OF HOLLY HILL

The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

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386-248-9441
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July 10, 2015

David Miller
128 Powell BL #8105
Daytona Beach, FL 32114

VIA: CERTIFIED MAIL

Re: 1310 Center Street, Holly Hill, Parcel# 42-14-32-27-01-0020

Dear David Miller:

The structure located at 1310 Center Street (42-14-32-27-01-0020) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of your neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that you must take corrective action to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above. The Chief Building Official, prior to the issuance of a permit will provide a detailed list.

Attachment: 1310 Center Street -condemnation letter-David Miller (1107 : 1310 Center Street Condemnation and Demolition)

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This notice gives you thirty (30) days from receipt to comply with the order. **FAILURE** to do so within the time period given will result in a Public Hearing being scheduled before the Holly Hill City Commission to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure. You will be notified of the date, time and location of the Public Hearing.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 1310 Center Street -condemnation letter-David Miller (1107 : 1310 Center Street Condemnation and Demolition)

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July 10, 2015

Rachelle Miller
10947 109 Way North
Largo, FL 32778

VIA: CERTIFIED MAIL

Re: 1310 Center Street, Holly Hill, Parcel# 42-14-32-27-01-0020

Dear Rachelle Miller:

The structure located at 1310 Center Street (42-14-32-27-01-0020) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of your neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that you must take corrective action to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above. The Chief Building Official, prior to the issuance of a permit will provide a detailed list.

Providing a safe, vibrant, affordable and diverse community in which all generations may enjoy a secure quality of life.

Attachment: 1310 Center Street -condemnation letter-Rachelle Miller (1107 : 1310 Center Street Condemnation and Demolition)

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This notice gives you thirty (30) days from receipt to comply with the order. **FAILURE** to do so within the time period given will result in a Public Hearing being scheduled before the Holly Hill City Commission to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure. You will be notified of the date, time and location of the Public Hearing.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 1310 Center Street -condemnation letter-Rachelle Miller (1107 : 1310 Center Street Condemnation and Demolition)

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Mayor & City Commission
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July 10, 2015

HSBC Bank Nevada
1111 Town Center Drive
Las Vegas, NV 89128

VIA: CERTIFIED MAIL

Re: 1310 Center Street, Holly Hill, Parcel# 42-14-32-27-01-0020

HSBC Bank Nevada:

The City of Holly Hill has determined through a title search HSBC Bank Nevada has a lien against 1310 Center Street. This letter is to inform you the structure located at 1310 Center Street (42-14-32-27-01-0020) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of the neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that the property owner(s) were notified via certified mail on July 1, 2015 that corrective action was required to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above.

Providing a safe, vibrant, affordable and diverse community in which all generations may enjoy a secure quality of life.

Attachment: 1310 Center Street Condemnation-Letter to Lien Holder (1107 : 1310 Center Street Condemnation and Demolition)

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FAILURE on the part of the property owner(s) to comply with the previous order within the required time period has resulted in a tentative Public Hearing scheduled before the Holly Hill City Commission on August 11, 2015 at 7:00pm to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 1310 Center Street Condemnation-Letter to Lien Holder (1107 : 1310 Center Street Condemnation and Demolition)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 11, 2015**
FROM: **Larry Hites**
SUBJECT: **814 8Th Street Condemnation**
NUMBER: **(ID # 1125)**
APPLICANT:
PLANNER:

DISCUSSION:

814 8th Street has had numerous complaints by neighbors to both the Holly Hill Building Department and Police Department. The home has been and remains in a state of despair causing several nuisances that are against both the International Property Maintenance Code and the Land Development Code. The owner has been notified to correct the code violations.

FISCAL ANALYSIS:

Upon commission approval for condemnation, staff will follow existing purchase procedures to select a vendor for demolition. Exact demolition costs are not yet known and a budget amendment may be required to complete demolition of the property.

STAFF RECOMMENDATION:

Staff recommends City Commission approval to condemn and demolish 814 8th Street.

COMMISSION GOAL:

Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes

and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

As decided by the City Commission.

- Land Development Code Chapter 3-Enforcement (PDF)
- Ordinance No. 2428-Penalty For Violation (PDF)
- 814 8th Street -condemnation letter (DOC)
- 814 8th Street -condemnation letter (lien holder Surety Bank) (DOC)

Chapter 3 - ENFORCEMENT

Sec. 3-1. - General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this chapter.

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.

(2) If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.

(3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.

(4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.

(6)

The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-2. - Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by demolishing the structure or other property constituting such nuisance pursuant to the following procedure:

(1) The city official shall provide a written notice to the property owner and tenant setting forth the following:
   a. The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;
   b. The corrective action to be taken;
   c. A reasonable time for the corrective action to be performed; and
   d. That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property.

(2) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(3) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure. The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-3. - Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(1) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(2) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(3)

By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(4) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(5) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

(Ord. No. 2452, § 1, 2-25-97)

ORDINANCE NO. 2428

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF HOLLY, HILL, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code entitled "Code of Ordinances, City of Holly Hill, Florida" published by Municipal Code Corporation consisting of chapters 1 through 114, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before February 27, 1996, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every violation of a municipal code is hereby declared to be a misdemeanor and every person convicted of a violation of any provision of the Code or any ordinance, rule on regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed $500.00

or a term of imprisonment not to exceed 60 days, or both a fine and term of imprisonment. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether on not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, code enforcement, administrative adjudication, injunctive relief and revocation of licenses on permits.

Section 5. Additions on amendments to the Code when passed in the form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after February 27, 1996, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend on refer to like provisions of the Code.

Section 7. If any section, subsection, sentence, clause, phrase, on portion of this Ordinance, on application hereof, is for any reason held invalid on unconstitutional by any Court, such portion on application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions on application hereof.

July 1, 2015

Michael Hathaway
415 Golf Blvd
Daytona Beach, FL 32118

VIA: CERTIFIED MAIL

Re: 814 8th Street, Holly Hill, Parcel# 44-14-32-01-07-0101

Dear Michael Hathaway:

The structure located at 814 8th Street (44-14-32-01-07-0101) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of your neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that you must take corrective action to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above. The Chief Building Official, prior to the issuance of a permit will provide a detailed list.

Attachment: 814 8th Street -condemnation letter (1125 : 814 8Th Street Condemnation)

This notice gives you thirty (30) days from receipt to comply with the order. **FAILURE** to do so within the time period given will result in a Public Hearing being scheduled before the Holly Hill City Commission to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure. You will be notified of the date, time and location of the Public Hearing.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 814 8th Street -condemnation letter (1125 : 814 8Th Street Condemnation)

Attachment: 814 8th Street -condemnation letter (lien holder Surety Bank) (1125 : 814 8Th Street Condemnation)

July 9, 2015

Surety Bank
Branch 2 Mason/Nova Office
1011 Mason Avenue
Daytona Beach, FL 32117

VIA: CERTIFIED MAIL

Re: 814 8th Street, Holly Hill, Parcel# 44-14-32-01-07-0101

Surety Bank:

The City of Holly Hill has determined through a title search Surety Bank has a lien against 814 8th Street. This letter is to inform you the structure located at 814 8th Street (44-14-32-01-07-0101) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of the neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that the property owner(s) were notified via certified mail on July 1, 2015 that corrective action was required to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above.

FAILURE on the part of the property owner(s) to comply with the previous order within the required time period has resulted in a tentative Public Hearing scheduled before the Holly Hill City Commission on August 11, 2015 at 7:00pm to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 814 8th Street -condemnation letter (lien holder Surety Bank) (1125 : 814 8Th Street Condemnation)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**August 11, 2015**
FROM:	**Thomas Harowski**
SUBJECT:	**Ordinance 2964 - Restaurant Special Exception Operating Hours**
NUMBER:	**(ID # 1133)**
APPLICANT:	**City of Holly Hill**
PLANNER:	**Thomas Harowski**

DISCUSSION: Our commercial districts including B-2 Shopping Center, B-4 Highway Business, B-5 General Commercial, and CC-1 Commercial Corridor allow restaurants as a permitted use so long as the proposed site does not abut residentially zoned property. If the site abuts residential property, then the restaurant may be permitted only as a special exception use meeting the conditions of 114-690. This section sets forth the following conditions:

> **Sec. 114-690. Restaurants on parcel abutting residential district.**
> Restaurants, Type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property, are permitted as special exceptions, provided:
>
> (1) For restaurants open for business between 9 p.m. and 9 a.m., the restaurant building, or portion of a multi-occupancy building occupied by a restaurant, shall be setback a minimum of 50 feet from any R-1 through R-9 zoned property.
>
> (2) For restaurants open for business between 9 p.m. and 9 a.m., no parking shall be permitted in the area between the restaurant building and any abutting R-1 through R-9 zoned property.
>
> (3) For restaurants open for business between 9 p.m. and 9 a.m., no customer entrance or customer service area, including take-out windows and customer seating areas, shall be permitted on the side of the restaurant building adjacent to any abutting R-1 through R-9 zoned property.
>
> (4) For restaurants open for business between 9 p.m. and 9 a.m., a six-foot high concrete block or other solid masonry wall shall be constructed on all property lines abutting any R-1 through R-9 zoned property.
>
> (5) No outside sound amplification equipment shall be permitted.
>
> (6) All exterior lighting shall be directed away from any abutting R-1 through R-9 zoned property.
>
> *(Ord. No. 2352, § 2(5.6.1.AC), 7-13-93; Ord. No. 2571, § 1, 11-9-99)*

The locations in the City where the special exception provision would apply include the east side of US 1 through the length of the city; the Winn Dixie shopping center at LPGA and Nova Road, and a number of locations along the east side of Nova Road. This is not an exhaustive list of impact areas, but simply provides an idea of the scope of impact of the regulation.

We recently had an instance where a site developed with a restaurant style building on US 1 which had been used as a restaurant for many years, converted to another retail business. The site now has a prospective tenant who is interested in opening a restaurant on the site, but the site now requires a special exception approval to allow the use. The existing development of the site is such that all of the provisions of the special exception cannot be met since much of the required parking is located between the building and the residentially zoned property. This case raised the question of whether the rule as currently constituted should be reviewed.

The purpose of the rule is to protect adjacent residential uses from the potential negative impacts of noise, glare, and outside activity that might disturb the nearby homes. This rule applies to all restaurants open between 9:00 PM and 9:00 AM so that any typical breakfast and lunch restaurant falls in the category as would a fine dining restaurant that might be open later in the evening. Typically the most difficult issue is the requirement to construct a wall along the property line between the commercial and residential properties. Occasionally the provision about excluding parking between the restaurant building and the residential has been an issue as in the case site above and in the case of the Winn Dixie shopping center. In most cases the other provisions can be met.

When we have commercial development adjacent to residentially zoned land, the residential development does deserve some level of protection against the nuisances that can be generated by commercial development. This question was put before the BOPA at their June 2015 meeting for discussion. The Board was asked to consider whether the current level of protection is appropriate given the character of development in the community, or should the current rule be modified or should it be retained in its current form.

The following items are offered for consideration:

- Restaurants are considered appropriate uses in most of our commercial zoning districts.

- We have existing restaurants in these zoning districts which have been operating for many years and which do not have the elements required by the special exception standards.

- In recent years, complaints from residential neighborhoods about impacts from restaurant operations have been minimal, if any.

- Other commercial uses may have site activities such as parking, delivery and shipping areas, and general business access adjacent to residentially zoned areas without the requirements imposed on restaurant use. Note however, that hours of operation may be different for many of these uses in falling outside of the 9:00 PM to 9:00 AM time period.

- The city has a very close physical relationship between its commercial and residential areas. Impacts that might be more of a nuisance in a more suburban setting, are less likely to cause an issue when residents are used to having business operations close at hand.

- The current rule has the effect of limiting restaurant development to existing restaurant sites as these non-conforming sites may continue to be used as restaurants with the current site conditions so long as there is no change to another type of use. The issue with the former restaurant site noted above is that there was an intervening retail use that ended the non-conforming status.

- There is a similar rule for non-residential development under our buffer regulations. Non-residential development abutting residential zoning is required to provide a significant buffer. The code provides options ranging from a wall to increased building setback and a range of landscaping improvements. The developer has options to consider where the restaurant rule does not offer a similar range of options. (The Family Dollar Store on US 1 and the General Dollar store on Nova Road both constructed screening walls with their new buildings.)

The BOPA recommended that staff pursue several changes to the code to support restaurant development along the major road corridors. The Board suggested changing the hours of operation from 9:00 PM to 9:00 AM to a more generous 10:00 PM to 6:00 AM. This change would allow most breakfast - lunch restaurants and most lunch-dinner restaurants to operate as permitted uses rather than special exceptions. Only restaurants abutting residentially zoned areas and operating in the overnight time period would be considered as requiring special exception approval. The BOPA also suggested developing some buffering options that reduced the level of buffering required as the building got further from the property line. Staff has worked on buffer options, but developing a clear set of options that do not clash with other areas of the code has proven to be more difficult than anticipated. Therefore, staff is bringing forward a proposal to amend the operating hours within which a restaurant must get a special exception approval. An draft ordinance is attached.

- Ordinance 2964 - Revising Restaurant Hours (DOC)

HISTORY:

07/28/15	**City Commission**	**ADOPTED ON 1ST READING**

ORDINANCE NO. 2964

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING SECTION 114-690 TO CHANGE THE HOURS OF OPERATION REQUIRING SPECIAL EXCEPTION APPROVAL FOR RESTAURANTS ON PARCELS ABUTTING A RESIDENTIAL ZONING DISTIRCT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. The Land Development Regulations are hereby amended to revise the hours of operation requiring special exception approval for restaurants on parcels abutting residential zoning districts from 9:00 PM to 9:00 AM to hours of operation between 10:00 PM and 6:00 AM as presented in Attachment A.

Attachment: Ordinance 2964 - Revising Restaurant Hours (1133 : Restaurant Special Exception Operating Hours)

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

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

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

APPROVED AND AUTHENTICATED on the **11th day** of **August, 2015.**

ATTACHMENT A

Sec. 114-690. Restaurants on parcel abutting residential district.

Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property, are permitted as special exceptions, provided:

(1) For restaurants open for business between ~~9 p.m. and 9 a.m.~~ 10:00 PM and 6:00 AM, the restaurant building, or portion of a multi-occupancy building occupied by a restaurant, shall be setback a minimum of 50 feet from any R-1 through R-9 zoned property.

(2) For restaurants open for business between ~~9 p.m. and 9 a.m.~~ 10:00 PM and 6:00 AM, no parking shall be permitted in the area between the restaurant building and any abutting R-1 through R-9 zoned property.

(3) For restaurants open for business between ~~9 p.m. and 9 a.m.~~ 10:00 PM and 6:00 AM, no customer entrance or customer service area, including take-out windows and customer seating areas, shall be permitted on the side of the restaurant building adjacent to any abutting R-1 through R-9 zoned property.

(4) For restaurants open for business between ~~9 p.m. and 9 a.m.~~ 10:00 PM and 6:00 AM, a six-foot high concrete block or other solid masonry wall shall be constructed on all property lines abutting any R-1 through R-9 zoned property.

(5) No outside sound amplification equipment shall be permitted.

(6) All exterior lighting shall be directed away from any abutting R-1 through R-9 zoned property.

(Ord. No. 2352, § 2(5.6.1.AC), 7-13-93; Ord. No. 2571, § 1, 11-9-99)

Attachment: Ordinance 2964 - Revising Restaurant Hours (1133 : Restaurant Special Exception Operating Hours)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 11, 2015**
FROM: **Joseph Forte**
SUBJECT: **Audit Committee Selection**
NUMBER: **(ID # 1148)**
APPLICANT:
PLANNER:

DISCUSSION:The annual audit contract for the City has expired and the City will need to enter into a new audit services agreement which will be completed through the RFQ process. Under Florida Statute the city must establish an Audit Committee to do so. The statute is very vague on audit committee makeup but the commission members serve as the committee in most City's. Recently, Ormond Beach went out for Request For Qualifications (RFQ) for audit services and their commission served as the Audit Committee. At the next meeting the commission will be asked under the Manager's Comments portion to select the makeup of the Audit Committee.

Staff is proposing the following outline for the RFQ for Audit services process:

1. Commission Selects Audit Committee members

2. Audit Committee reviews staff prepared RFQ for Auditing Services recommending changes or clarifications in the RFQ Documents. (this is currently being worked on for review)

3. Upon final approval of the RFQ documents staff will publish for advertisement for RFQ responses and establish due date.

4. Staff will collect submittals for Audit Committee review and selection.

5. City Commission will approve contract with recommended audit firm based upon criteria established in the RFQ.

FISCAL ANALYSIS: None

STAFF RECOMMENDATION: Commission discussion

COMMISSION GOAL:

MOTION: As directed by commission