

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 13, 2019

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
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - NONE**3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES**

- 1. -DOC-2019-4 Minutes - July 23, 2019 Budget Workshop and July 23, 2019 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 6)

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

- 1. Resolution -2019-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Non-Union Exempt and Non-Exempt Employees the Option to Earn Personal Leave; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 2. Resolution -2019-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. Resolution -2019-R-45 A Resolution of the City Commission of the City of Holly Hill, Florida, Designating the Special Event Dates for 2020 - 2021; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 4. -DOC-2019-5 Halifax Humane Society 2019-2020 Renewal Contract
(Requested by Valerie Manning, City Clerk)
- 5. Memorandum of Understanding (MOU) - Panama City PD and HHPD (ELVIS) Electronic License and Vehicle Information System
(Requested by Steve Aldrich, Police)

6. -DOC-2019-3 Memorandum of Understanding (MOU) - Division of Emergency Management and City of Holly Hill Statewide Mutual Aid Agreement
(Requested by Steve Aldrich, Police)

6. REGULAR AGENDA

1. Resolution -2019-R-46 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the 2019-2022 Memorandum of Agreement with the Florida Department of Transportation for the State Highway Right-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
2. Ordinance -2019-O-3019 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.
(Requested by Brian Walker, City Planner)
3. Ordinance -2019-O-3020 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.
(Requested by Brian Walker, City Planner)
4. Ordinance -2019-O-3021 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Brian Walker, City Planner)
5. Request for a Front Yard (East) Setback Variance from Twenty-Five Feet (25) Feet to Ten (10) Feet to Construct an Open Porch Seating Area for an Existing Restaurant in the CC-1 (Commercial Corridor) Zoning District, for Property Located at the Southeast Corner of 9Th Street and Ridgewood Avenue and More Specifically Known as 841 Ridgewood Avenue.
(Requested by Brian Walker, City Planner)
6. -DOC-2019-6 Request for Code Enforcement Lien Reduction - 163 Ridgewood Avenue
(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

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

1. Ordinance -2019-O-3018 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

2. Resolution -2019-R-47 Mr. Forte Stated that He is Going to Read Another Title: A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Requested by Stella Gurnee, Finance)

8. COMMUNICATIONS

A. City Manager & Staff Comments

- a. Floating Holiday 2019

(Requested by Valerie Manning, City Clerk)

- b. Safety Matching Grant - Risk Management

(Requested by Valerie Manning, City Clerk)

- c. Sunrise Park South Improvement Change Orders Request

(Requested by Antoine Khoury, Public Works)

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

9. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

4.1

MEETING DATE: August 13, 2019
FROM: Valerie Manning
SUBJECT: Minutes - July 23, 2019 Budget Workshop and July 23, 2019
Regular City Commission Meeting
NUMBER: DOC-2019-4
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 23, 2019 regular City Commission meeting and Budget Workshop.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - July 23, 2019 - Budget Workshop (PDF)
- Minutes - July 23, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 23, 2019

City Commission Chamber

Budget Workshop

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. FY 2020 BUDGET REVENUE DETAIL FUNDS 301, 400-407, 460-463, 501-503

1.

FY 2020 Budget Revenue Detail Funds 301, 400-407, 460-463, 501-503

(Requested by Valerie Manning, City Clerk)

Stella Gurnee, Finance Director discussed the handout of the FY2020 Budget Revenue Detail Funds 301, 400-407, 460-463, 501-503 with the Mayor, City Commissioners and staff.

A spreadsheet of the FY2020 Budget Revenue Detail Funds 301, 400-407, 460-463, 501-503 workshop for tonight's discussion is available in the City Clerk's Office.



3. ADJOURNMENT

The workshop adjourned at approximately 7:10 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 23, 2019

City Commission Chamber

Regular City Commission Meeting

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

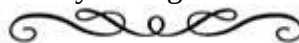
2. POSITIVITY AWARD - COMM. DANIO'S CHOICE

1.

Positivity Award - Commissioner Danio's Choice

(Requested by Valerie Manning, City Clerk)

Commissioner Danio presented Rose Schuhmacher with the Positivity Award on behalf of all that she does for the community at-large and businesses for Holly Hill.



3. PRESENTATION

1.

36Th Annual National Night Out

(Requested by Valerie Manning, City Clerk)

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA

NATIONAL NIGHT OUT

TUESDAY, AUGUST 6, 2019

IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique nationwide crime, drug and violence prevention program on Tuesday, August 6, 2019 entitled "*National Night Out*"; and

WHEREAS, the *36th Annual National Night Out* provides a unique opportunity for the City of Holly Hill to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the residents of Holly Hill play a vital role in assisting the Holly Hill Police Department in combating crime, drug and violence efforts in the City of Holly Hill and is supporting National Night Out 2019; and

WHEREAS, it is essential that all citizens of Holly Hill be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs, and violence in their neighborhoods; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of National Night Out program.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby proclaim Tuesday, August 6, 2019 as:

NATIONAL NIGHT OUT

call upon all citizens of Holly Hill to join the Holly Hill Police Department and The National Association of Town Watch in supporting the *36th Annual National Night Out*.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 23rd day of July, 2019.

RESULT:	NO VOTE NEEDED
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4. PUBLIC COMMENTS

The following individuals came to speak before the Mayor and City Commissioners:

Lynne Smith, Holly Hill and Jim Legary, Holly Hill.

5. APPROVAL OF MINUTES

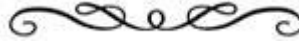
1.

Minutes - July 9, 2019 FY2020 General Fund, Local Option Fuel Tax Fund, and Building Fund Budget Workshop and July 9, 2019 Regular City Commission Meeting and July 16, 2019 Budget Workshop for CRA Fund and Solid Waste Fund

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 23rd day of July, 2019, in Holly Hill



6. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the Commission would like to discuss any item. **There was no one.**

1. -2019-R-41 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2018-2019; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION

2019-R-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2018-R-64, adopted an operating budget for Fiscal Year 2018-2019; and

WHEREAS, the budget adjustment increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated

herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2018-2019 budget.

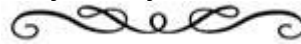
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2018-2019 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

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

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019.

Enacted and approved this 23rd day of July, 2019, in Holly Hill



2. -2019-R-42 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Live Flyer, Inc., to Provide for a Pedestrian Bridge Replacement on Riverside Drive at the Intersection with Peterson Court; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2019-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH LIVE FLYER, INC., TO PROVIDE FOR A PEDESTRIAN BRIDGE REPLACEMENT ON RIVERSIDE DRIVE AT THE INTERSECTION WITH PETERSON COURT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO LIVE FLYER, INC., APPROVING THE AGREEMENT

WITH LIVE FLYER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH LIVE FLYER, INC., TO PROVIDE FOR A PEDESTRIAN BRIDGE REPLACEMENT ON RIVERSIDE DRIVE AT THE INTERSECTION WITH PETERSON COURT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned and budgeted for the replacement of the Pedestrian Bridge Replacement on Riverside Drive at the intersection with Peterson Court; and

WHEREAS, three contractors submitted qualifications and costs for this work; and

WHEREAS, an Evaluation Committee reviewed the qualifications of the submitting firms; and

WHEREAS, the Evaluation Committee unanimously found Live Flyer, Inc., to be the lowest and most responsive bidder.

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

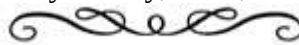
SECTION 1. That the City Commission of the City of Holly Hill does hereby award the bid to Live Flyer, Inc., approve the agreement with Live Flyer, Inc., and authorize the City Manager to enter into an agreement with Live Flyer, Inc., for the Pedestrian Bridge Replacement on Riverside Drive at the intersection with Peterson Court.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019.

Enacted and approved this 23rd day of July, 2019, in Holly Hill



3.

JAGD Grant 2017 2019-JAGD-VOLU-5-N3-047 Holly Hill Police Unmanned Aircraft Systems (UAS)

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 23rd day of July, 2019, in Holly Hill



7. REGULAR AGENDA

1.

Maximum Millage-Fiscal Year 2018-2019

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation.

Jim Cameron, Senior Vice President, Government Relations from Daytona Beach spoke to the Mayor and City Commissioners.

Mayor Via closed public participation.

There were two (2) motions that were made during this agenda item:

*Commissioner Penny made a motion to **keep the MAXIMUM MILLAGE RATE AT 6.5000**, seconded by Commissioner Danio.*

PASSED, 3-1 (Mayor Via voting “nay”)

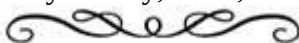
*Commissioner Penny made a motion to **APPROVE the first public hearing on the budget for September 9, 2019 at 7:00 PM and the second public hearing on the budget for September 24, 2019 in the City Commission Chambers**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

RESULT:	APPROVED [3 TO 1]
MOVER:	Chris Via, Mayor
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Penny, Danio, Johnson
NAYS:	Via
ABSENT:	Currie

Enacted and approved this 23rd day of July, 2019, in Holly Hill



2. -2019-O-3018 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 8/13/2019 7:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie



8. PUBLIC HEARING

1. -2019-O-3017 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-49 of the Holly Hill Code of Ordinance to Change When Water and Sewer Impact Fees Are Paid; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

ORDINANCE

2019-O-3017

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-49 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE WHEN WATER AND SEWER IMPACT FEES ARE PAID; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-49 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE WHEN WATER AND SEWER IMPACT FEES ARE PAID; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida law was amended in 2019 to prohibit a local government from collecting impact fees prior to the date of issuance of a building permit; and

WHEREAS, currently water and sewer impact fees are required to be paid prior to the issuance of a building permit, which is inconsistent with the new law; and

WHEREAS, all other impact fees levied by the City are to be paid prior to issuance of the certificate of occupancy; and

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1. The City Commission of the City of Holly Hill, hereby amends Section 70-49 (When payable; penalty for nonpayment.) to read as follows:

Sec. 70-49. - When payable; penalty for nonpayment.

- (a) Except as provided in this division, the fee provided in section 70-47, shall be imposed on every equivalent living unit initially connected to the city's water supply system or wastewater treatment system after April 23, 1991, whether those units are new or existing and whether those units are inside or outside the municipal limits.
- (b) The impact fees due under this division shall be paid prior to the issuance of a certificate of occupancy. ~~building permit~~.

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

hereof.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of JULY, 2019 for second reading.

Enacted and approved this 23rd day of July, 2019, in Holly Hill



9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte thanked the Finance Department for doing a good job balancing the budget. It's a tight budget but overall it's a good budget.

B. City Attorney Comments

Not present tonight.

C. City Commission Comments

Commissioner Danio congratulated Rose for receiving the Positivity Award and mentioned that there is a lot of good things going on in Holly Hill.

Commissioner Johnson mentioned all the good things taking place in Holly Hill and how he appreciates the employees and all the good work that they do and mentioned that he would like to see LPGA Blvd., wider.

Commissioner Penny asked about the National Clean Up Day for September 21st and Mr. Forte stated that he will register the city but it's not quite time yet and that he is trying to add another location as well.

There was some discussion about moving National Night Out to the first Tuesday in October 2020 from now on due to the weather being a little cooler and more kids would be able to attend because they will be back in school and would receive the advertisements.

*Commissioner Penny made a motion to **APPROVE** moving **NATIONAL NIGHT OUT** to the **FIRST TUESDAY IN OCTOBER BEGINNING 2020**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

D. Mayor's Comments

Mayor Via thanked the Finance Department and Mrs. Gurnee for a job well done on the budget and appreciates all of their hard work.

10. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: August 13, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Non-Union Exempt and Non-Exempt Employees the Option to Earn Personal Leave; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-43
APPLICANT: Diane Cole
PLANNER:

DISCUSSION:

As a benefit to non-union exempt and non-exempt employees the City may offer the accrual and usage of personal leave in lieu of the current leave policy of vacation and sick leave.

These employees earning personal leave may accrue up to a maximum of 960 hours. These employees who separate from the city, for any reason, will be paid at their current hourly rate, at the time of termination, for their accrued personal leave not to exceed 960 hours.

This request is to simply combine the sick leave and vacation leave hours accrued in the current policy into a single accrued personal leave schedule. No additional time is actually earned, this would basically allow for a different way the employee may use the time off.

This benefit is recommended to be effective October 1, 2019 to include the provision that all new non-union exempt and non-exempt employees hired on October 1, 2019 or after will be required to accrue leave under this personal leave benefit schedule.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the attached Resolution and Personal Leave Policy and Schedule, which authorizes the City Manager to offer Personal Leave to current non-union exempt and non-exempt employees and newly hired non-union employees effective October 1, 2019.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION AUTHORIZING THE NON-UNION EXEMPT AND NON-UNION EXEMPT EMPLOYEES THE OPTION TO EARN PERSONAL LEAVE.

ATTACHMENTS:

- Personal Leave Policy - Non-Union Employees (PDF)

Resolution No. 2019-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE NON-UNION EXEMPT AND NON-EXEMPT EMPLOYEES THE OPTION TO EARN PERSONAL LEAVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE NON-UNION EXEMPT AND NON-EXEMPT EMPLOYEES THE OPTION TO EARN PERSONAL LEAVE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a benefit to non-union exempt and non-exempt employees the city may offer the accrual and usage of personal leave in lieu of the current leave policy of vacation and sick leave; and

WHEREAS, these employees earning personal leave may accrue up to a maximum of 960 hours. These employees who separate from the city, for any reason, will be paid at their current hourly rate, at the time of termination, for their accrued personal leave not to exceed 960 hours; and

WHEREAS, this request is to simply combine the sick leave and vacation leave hours accrued in the current policy into a single accrued personal leave schedule. No additional time is actually earned, this would basically allow for a different way the employee may use the time off; and

WHEREAS, accruing Personal Leave, a Department Head may carry over 75% of earned Personal Leave to a succeeding year. No more than 75% of earned Personal Leave may be carried over to a succeeding year without written approval from the City Manager; and

WHEREAS, this benefit is recommended to be effective October 1, 2019 to include the provision that all new non-union exempt and non-exempt employees hired on October 1, 2019 or after will be required to accrue leave under this personal leave benefit schedule.

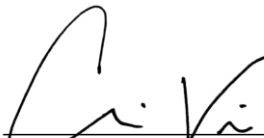
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission authorizes the City Manager to offer Personal Leave to current non-union exempt and non-exempt employees and newly hired non-union employees effective October 1, 2019.

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

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

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019.


Chris Via, Mayor

8/13/2019


Valerie Manning, City Clerk, CMC 8/13/2019

PERSONAL LEAVE

The City Manager, in lieu of offering Vacation Leave and Sick Leave, may offer to non-union exempt and non-exempt employees, the option of earning Personal Leave. The amount of time earned shall be computed on a forty (40) hour work week.

Each employee earning Personal Leave may accrue up to 960 hours of Personal Leave. Employees who separate from the City, for any reason, will be paid for accrued Personal Leave not to exceed 960 hours.

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

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

An employee must provide a 3-day advance notice to request the use of Personal Leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more. Any Personal Leave taken without the prescribed notice is considered unscheduled. A Department who takes more than 4 unscheduled is considered unsatisfactory and will be reflected in a performance evaluation and subject to disciplinary action.

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

Conversion of existing Sick Leave and Extended Leave. Any current non-union exempt or non-exempt employee wishing to change from Vacation Leave and Sick Leave to Personal Leave may convert up to 80 hours of accrued Sick Leave to Personal Leave at 100%. Any hours over 80 may be converted at 50%, (200 hours sick leave = 100 hours of personal leave). Any sick leave hours not converted may be held as Extended Leave which is defined as the employee suffering an illness or injury, substantiated by a physician, that requires the employee to be out of work for 5 days. No new or additional hours will be added to the extend leave bank and will terminate once all hours are used.

Revised Leave Proposal: 07-26-19



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

**City Commission
Resolution**

MEETING DATE: August 13, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-44
APPLICANT:
PLANNER:

DISCUSSION:

The City is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A” of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associates with those identified in Exhibit “A” as requested by the City.

The City and County may modify Exhibit “A” throughout the life of this agreement to account for new or removed Traffic Control Devices. The term of the contract is for three (3) years.

FISCAL ANALYSIS:

The City receives annual compensation from FDOT in lieu of maintaining the signals in Holly Hill. This agreement with Volusia County will authorize the County to complete all needed maintenance on behalf of the city. Volusia County will be compensated on time and material bases as described in the attached agreement.

Historically, the city has never expanded all of the monies that was received for the State on this maintenance. This item has been included in the 2019/2020 Fiscal Year budget and approval is contingent upon approval of the Fiscal Year 2019/2020 budget.

STAFF RECOMMENDATION:

Approve authorizing the City Manager to execute the attached Interlocal Agreement with

Volusia County.

COMMISSION GOAL:

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

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 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY CONTINGENT UPON THE FY2020 BUDGET APPROPRIATIONS.

ATTACHMENTS:

- Holly Hill-COV Interlocal Exp 2022v1 REDLINE - Use This One For Agenda (PDF)

Resolution No. 2019-44**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES FOR THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES FOR THE CITY OF HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for 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 ... county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties of COUNTY; and

WHEREAS, Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, The City is responsible for the maintenance and operation of Traffic Control Devices identified in Exhibit "A" of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the City's traffic control devices with the County promotes an integrated and balanced traffic network in Volusia County to the benefit of all residents. The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit "A" as requested by the City. The City and County may modify Exhibit "A" throughout the life of this Agreement

to account for new or removed Traffic Control Devices.

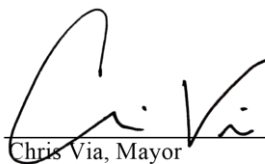
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida.

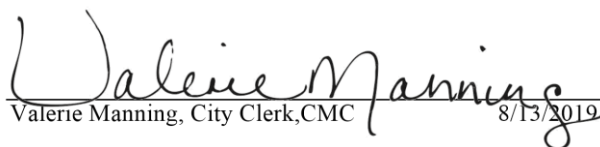
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED this 13th day of AUGUST, 2019.


Chris Via, Mayor

8/13/2019


Valerie Manning, City Clerk, CMC 8/13/2019

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF HOLLY HILL, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Holly Hill, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 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 on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 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 county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the 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 as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

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

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein 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 CITY, 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 CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her 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 the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **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 full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by 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 System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2019** and shall terminate at midnight on **September 30th, 2022** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

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

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Joe Forte, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

18. **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.

19. **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, the "Florida Governmental Conflict Resolution Act."

20. **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.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Holly Hill Fiscal Years 2019-20, 2020-21 and 2021-22* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **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.

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IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of Holly Hill have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
 Name: George Recktenwald
 Title: County Manager
 Dated: _____

By: _____
 Name: Ed Kelley
 Title: County Chair
 Dated: _____

ATTEST:

CITY OF HOLLY HILL

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

By: _____
 Name: Chris Via
 Title: Mayor
 Dated: _____

By: _____
 Name: Joe Forte
 Title: City Manager
 Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Holly Hill

Fiscal Years 2019-20, 2020-21 and 2021-22

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF HOLLY HILL
FY 2019-20, 2020-21 AND 2021-22**

Services	Annual Cost
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Holly Hill (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY’S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY's current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance

repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. If the CITY elects to utilize emergency vehicle preemption, ~~the following Standard Operating Procedure shall be implemented on all CITY emergency vehicles to ensure that this~~ the technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF HOLLY HILL - TRAFFIC CONTROL DEVICES
7/24/2019

WITHIN COASTAL ZONE
FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO
☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
252	RIVERSIDE DR @ LPGA BL	✓									✓	
269	US 1/RIDGEWOOD AV @ MASON AV		✓								✓	
270	US 1/RIDGEWOOD AV @ 2ND ST		✓								✓	
271	US 1/RIDGEWOOD AV @ 3RD ST		✓								✓	
272	US 1/RIDGEWOOD AV @ 6TH ST		✓									
273	US 1/RIDGEWOOD AV @ 8TH ST		✓									
274	US 1/RIDGEWOOD AV @ WALKER ST		✓									
278	CENTER AV @ FLOMICH ST	✓										
377	US 1/RIDGEWOOD AV @ CALLE GRANDE ST		✓								✓	
390	SR 5A/NOVA RD @ 15TH ST		✓								✓	✓
511	CENTER AV @ N OF WALKER ST				SZ							
541N	15TH ST W OF CENTER AV				SZ							
541S	15TH ST @ CENTER AV				SZ							
541W	15TH ST @ CENTER AV				SZ							

TS - Traffic Signal
IMTS – Traffic Signal Interconnected & Monitored
ICB – Intersection Control Beacon
PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon
FDS - Emergency Fire Dept Signal
SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
TWB - Traffic Warning Beacon (LE LED) - Leading Edge LED
UPS - Uninterruptible Power Supply/Battery Backup
OPT - Opticom (F) – Fire (B) – Bus Priority



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

**City Commission
Resolution**

MEETING DATE: August 13, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill,
Florida, Designating the Special Event Dates for 2020 - 2021;
and Providing for an Effective Date.
NUMBER: 2019-R-45
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Ordinance 2660, the City Commission shall establish the Special Event dates for the city. A Resolution has been prepared for the City Commission's consideration for 2020 - 2021.

FISCAL ANALYSIS:

Based on City Commission decision.

STAFF RECOMMENDATION:

Approve the Special Events Calendar for 2020 - 2021 as submitted by staff or modify as needed.

COMMISSION GOAL:

N/A

MOTION:

**APPROVE THE RESOLUTION DESIGNATING THE SPECIAL EVENT DATES FOR
2020 - 2021.**

ATTACHMENTS:

- Ordinance 2660 - Outside Sales by Nonlicensed Operators (PDF)
- Calendar of Events 2020-2021 (PDF)

Resolution No. 2019-45**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES FOR 2020 - 2021; AND PROVIDING FOR AN EFFECTIVE DATE.****A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES FOR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill has the opportunity to serve as a host for Special Events and to promote leisure services, recreation opportunities, and community-based events for the pleasure and cultural enrichment of our citizens and visitors; and

WHEREAS, the City of Holly Hill has determined that it is in the best interest of its residents and businesses to specifically list the Special Events that the City will acknowledge in 2020-2021.

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

SECTION 1. The City Commission hereby declares the following as Special Events in the City of Holly Hill:

CALENDAR OF EVENTS 2020

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
March 6 - 15, 2020 (<i>10-day event</i>)		Bike Week 2020
April 4, 2020	Saturday	17 th Annual Easter Egg Hunt
May 25, 2020	Monday	Memorial Day Remembrance
October 6, 2020	Tuesday	National Night Out
September 11, 2020	Friday	Patriot Day/Memorial Walk- <i>TBD</i>

Resolution 2019-45

Meeting of August 13, 2019

October 15 - 18, 2020 *(4-day event)*

Biketoberfest 2020

October 30, 2020

Friday

21st Annual Trunk or Treat*(Halloween is on a Saturday this year - event will be held on FRIDAY)*

November 7, 2020

Saturday

4th Annual Car Show

November 11, 2020

Wednesday

Veterans Day Remembrance

December 4, 2020

Friday

Christmas Tree Lighting

Ceremony

December 5, 2020

Saturday

61st Annual Christmas

Parade

CALENDAR OF EVENTS 2021**DATE****DAY OF THE WEEK****EVENT**March 5 - 14, 2021 *(10-day event)*

Bike Week 2021

March 27, 2021

Saturday

18th Annual Easter Egg Hunt

May 31, 2021

Monday

Memorial Day Remembrance

October 5, 2021

Tuesday

National Night Out

September 11, 2021

Saturday

Patriot Day/Memorial Walk-**TBD**October 14 - 17, 2021 *(4-day event)*

Biketoberfest 2021

October 29, 2021

Friday

22nd Annual Trunk or Treat*(Halloween is on a Sunday this year - event will be held on FRIDAY)*

November 6, 2021

Saturday

5th Annual Car Show

November 11, 2021

Thursday

Veterans Day Remembrance

December 3, 2021

Friday

Christmas Tree Lighting Ceremony

December 4, 2021

Saturday

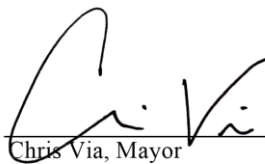
62nd Annual Christmas

Parade

SECTION 2. EFFECTIVE DATE. That this Resolution shall take effect

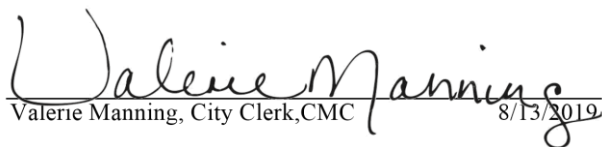
immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019.



Chris Via, Mayor

8/13/2019



Valerie Manning, City Clerk, CMC

8/13/2019

ORDINANCE NO. 2660

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE HOLLY HILL CODE OF ORDINANCES, CHAPTER 114, ARTICLE III, DIVISION 11, SECTION 114, "OUTSIDE SALES BY NONLICENSED OPERATORS", PRESCRIBING WHEN OUTSIDE DISPLAY AND SALES SHALL BE PERMITTED; PRESCRIBING TERMS AND CONDITIONS FOR THE CONDUCT OF OUTSIDE DISPLAY AND SALES; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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 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 provided herein in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. Division 11, Outside Display and Sale of Goods, is hereby amended as indicated below using ~~struck-through~~ type to indicate deletions from the existing text and underlined type to indicate additions.

DIVISION 11. OUTSIDE DISPLAY AND SALE OF GOODS, MERCHANDISE AND SERVICES

Sec. 114-901. ~~Goods normally sold by business~~ Outside Display, Storage Or Sale Of Goods, Merchandise Or Services Not Requiring A Special Use Permit.

~~The outside display, storage or sale of goods and merchandise that are normally sold inside a business maintaining a current occupational license shall be allowed, subject to the following provisions, in B-2, B-3, B-4, B-5, B-6, I-1, I-2 and CC-1 zoning districts, unless otherwise expressly prohibited:~~

In the B-2, B-3, B-4, B-5, B-6, I-1, I-2 and CC-1 zoning districts, the outside display, storage or sale of goods or merchandise that are normally sold inside a building occupied by a business holding a current occupational license shall be allowed, unless otherwise prohibited, subject to the following conditions.

- (1) No goods or merchandise shall be displayed, stored or sold on any public right-of-way, public sidewalk or designated parking area.
- (2) The outside display, storage or sale of goods and merchandise on private property or a private sidewalk shall be allowed, however, such goods and merchandise shall not create a hazard to, impede or obstruct pedestrian movement, and shall not violate the minimum fire and safety codes standards or any other regulations of the city.

Sec. 114-902. ~~Outside sales by nonlicensed operators~~ Outside Display, Storage Or Sale Of Goods, Merchandise Or Services Requiring Special Use Permit.

~~A business owner with holding a current occupational license shall~~ may be permitted to conduct engage in outside display or sales of goods, and merchandise or services not normally sold within the licensed establishment and be permitted to allow other businesses or merchants to sale goods engage in such activity outside on the same premises of the licensed establishment subject to the following conditions:

- (1) ~~An application must be submitted for the issuance of a special use permit along with the permit fee in the amount of \$200.00. The form of the application shall be prepared by the city. If the applicant is not the business owner, the business owner must sign the application consenting to the issuance of a special use permit. If the permit is not issued, the permit fee shall be refunded. A Special Use Permit shall be required. Application for a Special Use Permit shall be filed in the Building Department on a form provided by the City. The application shall be accompanied by a permit fee, the amount of which to be established by resolution of the City Commission. If the application is denied, the permit fee shall be refunded. If the applicant is not the business owner, the business owner must sign the application consenting to the issuance of a special use permit.~~
- (2) ~~The above outside sales shall only occur during special events, which are identified as the period of time commonly known as Bike Week, Biketoberfest, Race Week, Spring Break, nationally recognized holidays, and any other time with prior city commission approval. Except as may otherwise be authorized here below, Special Use Permits may authorize the regulated activity only during the specific event periods established by the City Commission of the City of Holly Hill.~~
- (3) ~~Outside display and sale of goods, merchandise and any other items or services is prohibited on vacant lots, except for sale of Christmas trees and pumpkins by not-for-profit organizations, which shall also be exempted from the other provisions of this division.~~
- (4) ~~The outside sale of food and beverages, including alcohol, shall may be permitted as long as proposed outside sale is on a premises that does not normally sell food and beverages only when located at least 500 feet from the nearest licensed restaurant. The distance shall be measured from nearest edge of the property upon which the restaurant is located to the nearest edge of the property upon which the outside sales is conducted. Applicants desiring to sell alcohol must show proof of necessary state permits prior to the issuance of a Special Use Permit. The sale of food and beverages authorized by this provision shall be~~

- for take-out only unless the applicant demonstrates that parking will be available to satisfy the minimum number of spaces required for added seating.
- (5) Outside sales of fireworks may be permitted during the 20-day period preceding and including New Year's Day and during the 20-day period preceding and including the Fourth of July.
- (6) Outside sales of Christmas trees by not-for-profit organizations may be permitted during the period from Thanksgiving Day through Christmas Day.
- (7) Outside sales of pumpkins by not-for-profit organizations may be permitted during the period from October 1 through Thanksgiving Day.
- (58) *No more than 50 percent of the open area shall be used for the outside sales activity. Open area is defined as the designated parking lot, grass and dirt areas(excluding landscaped areas and stormwater retention areas that are not reasonably accessible by pedestrians). The intent is that only 50 percent of the area reasonably accessible by pedestrians would be occupied with outside sales activity. Public right-of-ways, including public sidewalks, shall not be included as part of the open area and no outside sales activity shall be conducted on public right-of-ways and public sidewalks. The remaining 50 percent of the open area shall be used for vehicle parking and pedestrian walking areas. The city shall have the absolute right to designate the open area and to designate the reasonable arrangement of sales activity and designated parking areas so as to protect the welfare and safety of the public.*
- (69) *The outside sales activity shall begin no earlier than 9:00 a.m. and shall cease by 11:00 p.m.*
- (10) Traffic and parking control shall be provided as necessary to prevent obstruction or disruption of the normal flow of traffic at the site location of the outside sales activity.
- (11) A Special Use Permit issued pursuant to this division shall not authorize the display or sale of goods, merchandise or services not otherwise authorized as a permitted use by the applicable zoning district regulations.

SECTION 2. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 3. That all laws or parts of laws in conflict herewith are hereby repealed.

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

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 8th day of April, 2003.

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Paul Lockeby	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 22nd day of April, 2003.

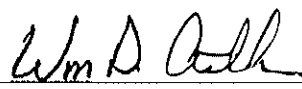
It was moved by Commissioner Schmitt and seconded by Commissioner Lockeby that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Paul Lockeby	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

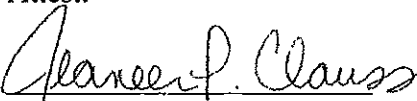
Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 22nd of April, 2003, for the purpose of authenticity as is required by law.


Joseph A. Forte, City Manager

City of Holly Hill, Florida


William D. Arthur, Mayor

Attest:


Jeaneen P. Clauss, City Clerk



CALENDAR OF EVENTS 2020

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
March 6 - 15, 2020 <i>(10-day event)</i>		Bike Week 2020
April 4, 2020	Saturday	17 th Annual Easter Egg Hunt
May 25, 2020	Monday	Memorial Day Remembrance
October 6, 2020	Tuesday	National Night Out
September 11, 2020	Friday	Patriot Day/Memorial Walk- <i>TBD</i>
October 15 - 18, 2020 <i>(4-day event)</i>		Biktoberfest 2020
October 30, 2020	Friday	21 st Annual Trunk or Treat
<i>(Halloween is on a Saturday this year – <u>event will be held on FRIDAY</u>)</i>		
November 7, 2020	Saturday	4 th Annual Car Show
November 11, 2020	Wednesday	Veterans Day Remembrance
December 4, 2020	Friday	Christmas Tree Lighting Ceremony
December 5, 2020	Saturday	61 st Annual Christmas Parade

CALENDAR OF EVENTS 2021

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
March 5 - 14, 2021 <i>(10-day event)</i>		Bike Week 2021
March 27, 2021	Saturday	18 th Annual Easter Egg Hunt
May 31, 2021	Monday	Memorial Day Remembrance
October 5, 2021	Tuesday	National Night Out
September 11, 2021	Saturday	Patriot Day/Memorial Walk- <i>TBD</i>
October 14 - 17, 2021 <i>(4-day event)</i>		Biktoberfest 2021
October 29, 2021	Friday	22 nd Annual Trunk or Treat
<i>(Halloween is on a Sunday this year – <u>event will be held on FRIDAY</u>)</i>		
November 6, 2021	Saturday	5 th Annual Car Show

November 11, 2021

Thursday

Veterans Day Remembrance

December 3, 2021

Friday

Christmas Tree Lighting Ceremony

December 4, 2021

Saturday

62nd Annual Christmas Parade



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

**City Commission
Agenda Item**

5.4

MEETING DATE: August 13, 2019
FROM: Valerie Manning
SUBJECT: Halifax Humane Society 2019-2020 Renewal Contract
NUMBER: DOC-2019-5
APPLICANT:
PLANNER:

DISCUSSION:

This is the 2019-2020 Animal Sheltering Services contract with Halifax Humane Society and the City of Holly Hill.

The fees will be maintained at the 2018 rate without increase.

The agreement will take effect on October 1, 2019 and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2020 and October 1, 2020.

FISCAL ANALYSIS:

This expenditure is contingent upon adoption of the fiscal year 2020 budget. This item is anticipated to be a fully budgeted expenditure of the Code Enforcement department.

STAFF RECOMMENDATION:

Approve the 2019-2020 Animal Sheltering Services contract with Halifax Humane Society, contingent upon approval of the fiscal year 2020 budget and authorize the Mayor and City Manager to execute the contract.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE 2019-2020 HALIFAX HUMANE SOCIETY RENEWAL CONTRACT CONTINGENT UPON

APPROVAL OF THE FY 2020 BUDGET APPROPRIATES.

- Halifax Humane Society 2019-2020 Animal Sheltering Services Renewal Contract (PDF)



**Protecting
Animals in the
Greater
Daytona Beach
Area Since 1937**

BOARD OF DIRECTORS

Melvin D. Stack, ESQ
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Margaret Ferguson
Vice President
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Vonda Sullivan
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Matt Banker
Patricia Culler
Nancy Lohman
JJ Roberts, DO
Janice Scott
Ted Serbousek

CHIEF EXECUTIVE OFFICER

Miguel Abi-hassan



Dear Elected Officials & Staff

Attached you will find the 2019-2020 Animal Sheltering Services contract with Halifax Humane Society. I am proud to announce that fees will be maintained at the 2018 rate without increase. The board and I are happy to pass on these cost-savings in good faith for your continued support and in anticipation of another proactive year ending pet-homelessness.

For the 2019 Year we are excited to offer veterinary and field assistance programs to our contractors. When available our staff stands ready to deploy to mass cases at cost. These new services are available in times of duress, mass-animal cruelty cases or short-staffing. By request HHS is proud to support field efforts with animal care specialist, vet-techs or one of our Veterinarians, when available. All such requests can be made to the CEO or COO, we simply ask for as much advance notice as possible.

As you may know, HHS opened the doors to a newly renovated campus this month. The hope is simple, to provide better community services and further enhance humanity. We invite you to come for a tour so you may witness firsthand the progressive programs and improved service standards of the campus. New areas include a state of the art education room, cabana-style adoptions rooms, renovated kennel areas and mission based retail. In addition to recently added public dog park and boarding/grooming services.

At HHS we are proud of our community, our partners and the incredible progress we have made changing the complex social problem that is pet homelessness and cruelty. We believe in a not too distant future the entire Volusia County area will be regarded as one of the most pet-friendly communities in the great State of Florida, and we will work relentlessly to be a good steward of that goal.

Enclosed, you will find 2 copies of the contract for signature; please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer

Halifax Humane Society is a 501 (c)(3), EIN is 59-0530990. private nonprofit organization servicing the Greater Daytona Beach area in Volusia County, Florida. Halifax Humane Society was founded in 1937. HHS is an open-door animal shelter that services over 25,000 animals annually and exists to protect animals from cruel, neglectful and exploitative treatment.

RECEIVED
7/25/19
VM

2364 LPGA Blvd • Daytona Beach, FL 32124 • Phone: (386) 274-4703 • Fax: (386) 267-0651
e-mail: info@HalifaxHumaneSociety.org • HalifaxHumaneSociety.org

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Holly Hill

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Holly Hill**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Holly Hill and the laws of the State of Florida with respect to stray animals, the City of Holly Hill desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2019, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2020 and October 1, 2020. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Holly Hill, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.
 - (b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Holly Hill's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Holly Hill for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and

control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Holly Hill delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Holly Hill's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. **BILLING & PAYMENT:**

- (a) The Humane Society shall bill the City of Holly Hill pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Holly Hill's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Holly Hill and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Holly Hill.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Holly Hill agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment
Fees for Additional Services	
Forensic calls and staff assistance	Staff Support: \$10.00 per hr. Veterinarian Support: \$75.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Holly Hill within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Holly Hill has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703,

extension 315, within fifteen (15) days of the date of the invoice.

- (d) The Humane Society will submit to the City of Holly Hill, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Holly Hill's account for animals that were not impounded by a City of Holly Hill Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
- (e) The Humane Society will use good faith efforts to try to collect from the animal's owner all costs for which the City of Holly Hill is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the City of Holly Hill shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Holly Hill shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Holly Hill shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Holly Hill at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Holly Hill's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Holly Hill's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this

Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Holly Hill may request that euthanasia be performed by the Humane Society when it is the City of Holly Hill's belief that the dog poses a threat to public safety.

7. CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Holly Hill. The City of Holly Hill shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. CONFISCATED ANIMALS DUE TO OWNER EVICTION: Animals seized by the City of Holly Hill as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Holly Hill.

As the impounding agency, if the City of Holly Hill chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Holly Hill may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Holly Hill agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Holly Hill's decision to submit the animal as a "stray." The City of Holly Hill shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. REMEDY IN THE EVENT OF BREACH: In the event that the City of Holly Hill fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Holly Hill. If the Humane Society exercises this option, it will provide the City of Holly Hill with thirty (30) days written notice of its decision to terminate the Agreement. The City of Holly Hill will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Holly Hill.

10. WAIVER OF BREACH: The waiver by the Humane Society or the City of Holly Hill of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. SOVEREIGN IMMUNITY: The City of Holly Hill expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in

the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Holly Hill 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 the City of Holly Hill 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 Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Holly Hill, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the City of Holly Hill is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9420, 1065 Ridgewood Ave, Holly Hill, Florida 32117.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City of Holly Hill, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the City of Holly Hill to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the City of Holly Hill's custodian of public records, provide the City of Holly Hill with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City of Holly Hill.
- d) Upon completion of the contract, transfer, at no cost, to the City of Holly Hill all public records in the possession of the contractor or keep and maintain public records required by the City of Holly Hill to perform the service. If the contractor transfers all public records to the City of Holly Hill upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Holly Hill, upon request from the City of Holly Hill's custodian of public records, in a format that is compatible with the information technology systems of the City of Holly Hill.

- e) Requests to inspect or copy public records relating to the City of Holly Hill's contract for services must be made directly to the City of Holly Hill. If contractor receives any such request, contractor shall instruct the requestor to contact the City of Holly Hill. If the City of Holly Hill does not possess the records requested, the City of Holly Hill shall immediately notify the contractor of such request, and the contractor must provide the records to the City of Holly Hill or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the City of Holly Hill within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City of Holly Hill. Humane Society shall indemnify, defend, and hold the City of Holly Hill harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes City of Holly Hill to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

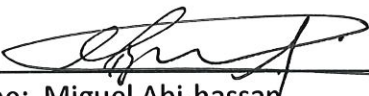
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the City of Holly Hill and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the City of Holly Hill have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Holly Hill, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
 Name: Miguel Abi-hassan
 Title: Chief Executive Officer
 Date: 7/18/19

ATTEST:

By: 
 Name: Michelle Pari
 Title: Chief Operating Officer
 Date: 7/18/19

CITY OF HOLLY HILL

By: _____
 Name: Chris Via
 Title: Mayor
 Date: _____

ATTEST:

By: _____
 Name: Joe Forte
 Title: City Manager
 Date: _____



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

**City Commission
Agenda Item**

MEETING DATE: August 13, 2019
FROM: Steve Aldrich
SUBJECT: Memorandum of Understanding (MOU) - Panama City PD and
HHPD (ELVIS) Electronic License and Vehicle Information
System
NUMBER: (ID # 2631)
APPLICANT:
PLANNER:

DISCUSSION:

The Panama City Police Department (PCPD) has partnered with the Florida State University (FSU) to provide an interface to the Electronic License and Vehicle Information System (ELVIS). This data-base is a Criminal Justice Information System (CJIS) that allows the exchange of Driver's License information between different states. The utilization of this system will allow our officers in the field to access driver's license information on individuals from other states when they conduct traffic stops and other investigations. This tool could prove to be very useful when trying to verify a driver's identity and or ownership of a particular vehicle.

This agreement will terminate (5) five years from date of commencement. This agreement may also be terminated with a (30) day written notice or immediately, if either party violated this agreement.

FISCAL

ANALYSIS:

There is no cost associated with the Memorandum of Understanding with the Panama City Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS).

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Understanding with the Panama City Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS) database.

COMMISSION

GOAL:

Goal #4:

Provide proficient public health and safety services in terms of police, fire protection, water,

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

MOTION:

Motion to approve the Holly Hill Police Department's entry into a Memorandum of Understanding with the Panama City Police Department for the usage of the Electronic License and Vehicle Information System (ELVIS).

- MOU - Panama City PD for ELVIS interface 2019(PDF)

MEMORANDUM OF UNDERSTANDING WITNESSETH

WHEREAS, The Panama City Police Department, hereafter referred to as PCPD, and the _____, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of an Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC; and,

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS and,

WHEREAS, The CA wishes to utilize the PCPD FSU ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and/or the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share FSU employee background screening information obtained from state and national fingerprint based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, The parties agree as follows,

1. FSU will provide the PCPD with a current and complete list of all FSU employees who require unescorted physical or local access to CJI.

2. PCPD will ensure all FSU employees provided in Section 1, above, are appropriately screened and trained.
3. PCPD will fingerprint and submit the requisite identification information on FSU employees who require unescorted physical or local access to CJI prior to being granted access. The PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
4. PCPD will maintain a current and complete list of all FSU employees who have been authorized to access CJI. Employee information shall include name, date of birth, and, if previously provided, Social Security number or unique identification to accurately identify the employee.
5. PCPD shall provide to the CA the list of all FSU employees who are authorized access to CJI.
6. PCPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the UA.
7. When any change occurs to the list of authorized FSU employees, the PCPD shall provide to the CA the corrected or revised list of authorized FSU employees, and specifically identify any additions, deletions, or modifications to the list.
8. PCPD will notify the CA in the event that a FSU employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all FSU employees authorized access to CJI.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a FSU employee authorized access to CJI, the PCPD shall immediately notify the CA via formal correspondence of the employee's activity.
11. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of a FSU employee authorized access to CJI.
12. The CA shall be entitled to use, through agents and employees of the PCPD, the FSU ELVIS interface located at the PCPD for the purpose of gaining access to NCIC and FCIC Information Systems.



Scott Ervin
Chief of Police

Panama City Police Department

1209 E. 15th Street
Panama City, FL 32405
(850) 872-3100 (office)
(850) 872-3198 (fax)
www.panamacitypolice.com



Tom McCarthy
Deputy Chief of Police

Designated Agency Contacts for Interlocal Agreements

As stated in Interlocal Agreement paragraph 20 "The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding FSU employees authorized to access CJI."

Agency: _____ Date: _____

Primary Contact:

Name:

Title:

Phone Number:

E-Mail Address:

Secondary Contact:

Name:

Title:

Phone Number: ²

E-Mail Address:

FCIC/NCIC Test Records

The following records have been entered in the FCIC/NCIC systems as test records. The purpose of test records is to assist in training new users on how to conduct various queries in the FCIC/NCIC systems. Since these records are test records they may have been deleted or purged since the release of this publication.

Records	Query By
Florida Tag	AAA10A
VIN	TESTVIN5, TESTVIN1, TESTVIN2, TESTVIN3, TESTVIN4
Florida DL	T230-630-70-548-0, R235-814-69-086-0, D455-638-75-709-0, N500-814-75-046-0, P620-819-79-283-0
Florida CCH	Carl C. Public, W/M, 5-23-1956 Susie Q. Public, W/F, 8-12-1957 Test Test, W/M, 12-23-1960 Test Record Florida, W/M, 08-24-1929
NCIC/ III	Carl Public, W/M, 5-24-1956 ➤ Hits on records from FBI, ID, TX and FL Test Washington, B/M, 01-01-1960 ➤ Hits on records from FBI, AR, OK, SD, WA
Status Files	Mickey Mouse, B/M, 01-01-1960
NCIC Gun	1234567
Florida Concealed Weapons Permit	Permit # W2330896

Thank you your interest in ELVIS Florida,

Attached to this email, you will find a Memorandum of Understanding with the Panama City Police Department. Please look over this agreement and have your agency head sign it and return it to us as soon as possible.

I've also attached an agency contact form that should be completed by your agency and returned to us with the agreement.

Finally, you'll also find a memo listing the ELVIS and TraCS employees mentioned in the agreement. This is purely informational for your own benefit and should be retained with your records.

Once we have the agreement and get it signed by Panama City Police Department we will forward you the directions for obtaining your ORI and Mnemonic.

I have also included the information for our demo ELVIS site as well, if you would like for use to walk you through the program we can.

The ELVIS demo site is live at:

<https://demo.elvisflorida.org>

Username: demo@elvisflorida.org

Password: demo1234

This site is NOT connected to CJNet or any live CJIS data in any way, but it will respond to queries for the official Florida test records for driver license and tags, which are also attached to this e-mail.

Thank you very much and feel free to contact us at support@elvisflorida.org or call us at (850) 410-6233,



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

**City Commission
Agenda Item**

MEETING DATE: August 13, 2019
FROM: Steve Aldrich
SUBJECT: Memorandum of Understanding (MOU) - Division of Emergency Management and City of Holly Hill Statewide Mutual Aid Agreement
NUMBER: DOC-2019-3
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill would like to enter into the Statewide Mutual Aid Agreement with the State of Florida - Division of Emergency Management to provide for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted. Entering into the Statewide Mutual Aid Agreement would allow the City of Holly Hill to request additional resources from other areas of the state if affected by a large scale natural or manmade disaster. The Statewide Mutual Aid Agreement allows the City of Holly Hill to coordinate with the State of Florida - Division of Emergency Management through the local Emergency Operation Center (Volusia County) to provide emergency aid, resources and assistance as needed. This agreement is reciprocal in nature and would allow the City of Holly Hill to provide resources to other jurisdictions upon request if resources were available. Additionally, the agreement provides a process for recouping any funds expected while providing assistance to another requesting agency.

This Statewide Mutual Aid Agreement automatically renews annually unless within (60) days before the renewal date the city notifies the Division of Emergency Management in writing that it wishes to withdraw from the agreement.

FISCAL

ANALYSIS:

There is no cost associated with entering into the Statewide Mutual Aid Agreement with the State of Florida - Division of Emergency Management. The cost for aid rendered per the agreement would be reimbursable in accordance with the Comprehensive Emergency Management Plan. Should the City of Holly Hill need to request mutual aid through the State of Florida - Division of Emergency Management, the city would be required to enter into the Statewide Mutual Aid Agreement to allow for the reciprocal aid. This agreement will automatically renew annually unless terminated, in writing, within (60) days prior to the renewal date.

STAFF

RECOMMENDATION:

Approve the City of Holly Hill entering into the Statewide Mutual Aid Agreement with the State of Florida - Division of Emergency Management to allow for reciprocal emergency aid and assistance during a wide range of natural or manmade disasters that exceed the capabilities of any one local government.

COMMISSION**GOAL:****Goal #4:**

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

MOTION:

Motion to approve allowing the Mayor and City Manager to enter into the Statewide Mutual Aid Agreement with the State of Florida - Division of Emergency Management that would allow for reciprocal emergency aid and assistance during a wide range of natural or manmade disasters that exceed the capabilities of any one local government.

- Statewide Mutual Aid Agreement - Florida Division of Emergency Management (PDF)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
 Governor

JARED MOSKOWITZ
 Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney



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

**City Commission
Resolution**

6.1

MEETING DATE: August 13, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the 2019-2022 Memorandum of Agreement with the Florida Department of Transportation for the State Highway Right-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-46
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has an agreement (Contract AS283-R1) with the Florida Department of Transportation (FDOT), whereby the City is reimbursed for maintenance of highway roadsides and median strips within the City. Under this contract the FDOT compensates the City for routine maintenance. This contract expires October 5, 2019. FDOT has presented the attached contract (AS283-R1).

Under the new contract, quarterly compensation shall be \$6,258.00, or \$25,032.00 annually, for a term of three (3) years.

FISCAL ANALYSIS:

This quarterly compensation is for work performed by Inmate labor and contractual service providers. This contract provides \$25,032 of revenue annually.

STAFF RECOMMENDATION:

Authorize the City Manager to approve (Contract AS283) with the Florida Department of Transportation for the maintenance of highway roadsides and median strips for Ridgewood Avenue and Nova Road and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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:

AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019-2022 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT.

ATTACHMENTS:

- Exhibit B (PDF)
- Exhibit C (PDF)
- FDOT Contract Renewal (PDF)

Resolution No. 2019-46**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019-2022 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019-2022 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway roadsides and median strips located along US 1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

WHEREAS, the contract expires October 5, 2019. FDOT has presented the attached contract; and

WHEREAS, Contract AS283 with the Florida Department of Transportation will provide a three year term from October 2019 to October 2022 for the maintenance of highway roadsides and median strips within the City; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute this new contract.

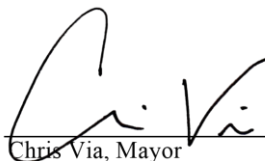
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of the City of Holly Hill is authorized to execute Contract AS283 with the Florida Department of Transportation for the maintenance of highway roadsides and median strips and authorize the City Manager to execute the same.

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

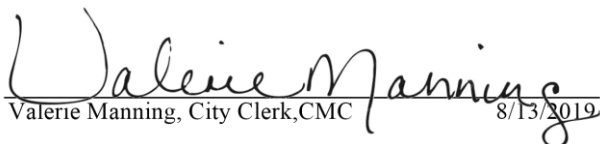
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 13th day of AUGUST, 2019.



Chris Via, Mayor

8/13/2019



Valerie Manning, City Clerk, CMC

8/13/2019

EXHIBIT B**PROJECT LIMITS:**

SECTION	S.R.	LOCATION	LENGTH
79190-000	5A	10 TH STREET to ALABAMA AVE. (MP: 10.640 – 11.949)	1.309
79190-006	5A	BRENTWOOD AVE. to 10 th STREET (MP: 0.000 – 1.030) (6 Foot behind guardrail)	1.030
79030-000	5 (US-1)	MASON AVE. to ARAGON ST. (MP: 1.192 – 3.778)	2.586

EXHIBIT C

MAINTENANCE ACTIVITIES:

ACTIVITYDESCRIPTION

- 471 **Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
- 482 **Slope Mowing:** Grass, Brush, and weed cutting along slopes that are too steep to mow with conventional mowing tractors. All mowing and brush cutting with a mechanical slope mower is to be reported to this activity.
- 485 **Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
- 487 **Weed Control – Manual:** Brush, weed, and grass cutting (4 inch in diameter or less) performed with hand tools. Trimming or removal of vegetation larger than 4 inches in diameter should be reported to activity 492
- 490 **Fertilizing:** Fertilizing to provide required nutrients to establish and Maintain an acceptable roadside turf. DO NOT report fertilizing operations separately that are normally included as part of any other activity such as 435 Seeding, Fertilizing and Mulching.
- 492 **Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
- 494 **Chemical Weed & Grass Control:** The application of herbicides to slopes, ditches, fence, guardrail, barrier walls, bridges, curb & gutter, obstructions, shoulders, and other areas within the highway right of way. Do not include herbicide efforts within mitigation or landscape areas.

- 541 **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels
- 543 **Road Sweeping – Mechanical:** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545 **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
 CONTRACTS ADMINISTRATION
 DGC - 04/05

Contract No.: AS283 Renewal: (1st, 2nd, etc.) 1st & Final
 Financial Project No(s): 244912-1-78-02
 County(ies): Volusia

This Agreement made and entered into this _____ day of _____, by and between the State of
 Florida Department of Transportation, hereinafter called "Department", and City of Holly Hill
 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 5th day of October, 2016
 entered into an Agreement whereby the Department retained the Contractor to perform Routine Maintenance
 activities in locations specified in Exhibits B & C, respectively, of the original Agreement

_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 5th day of October, 2019 and ending the 4th day of October, 2022 at a cost of \$ 75,096.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Holly Hill
 Name of Contractor

City Manager

Contractor Name and Title

BY: _____
 Authorized Signature

N/A (SEAL)
 Name of Surety

City

State

By: _____
 Florida Licensed Insurance Agent or Date
 Attorney-In-Fact (Signature)

Countersigned: _____
 Florida Licensed Insurance Agent Date

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY: _____
 District Secretary or Designee (Signature)

Title: Director of Transportation Operations

Legal: _____

Fiscal: _____
 Approval as to Availability of Funds



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

**City Commission
Ordinance**

MEETING DATE: August 13, 2019
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: 2019-O-3019
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

BACKGROUND

The City has been taking consistent steps to promote the health, welfare, and safety of the citizens of and visitors to, the City of Holly Hill, by taking steps to prevent economic deterioration and eliminate blight. The purpose of the proposed ordinance is to continue those efforts.

Boarded up buildings are a cause and source of blight in both residential and nonresidential areas. Such buildings can be an aesthetic eyesore, which in turn can discourage economic development and retard appreciation of property values. Additionally, boarded up openings can be a strong outward signal that the structure may be unoccupied. This can attract vagrants and transients and invite criminal activity.

Currently, the City has several homes and commercial structures that have openings that are boarded up. Some have been boarded up as a means to protect them against potential storm damage, while others have been boarded up to protect the structure after damage by other means, such as a vehicular accident. In some cases, the structures have remained in a “boarded up” state for long periods of time. While it may be necessary to temporarily protect a structure from the elements by using material such as plywood, there should be a time limitation for the structure to remain in a “boarded up” condition. In this way, what starts out as a temporary means to protect

the structure does not become a permanent or prolonged condition, which then starts to have a negative impact on the City.

Currently, the City does not have regulations that address boarded up openings or time limits on how long temporary measures can remain in place. The purpose of the proposed ordinance is to establish regulations for temporary protection of damaged structures and protection of structures in anticipation of a storm.

The proposed ordinance also adopts the most current edition of the International Property Maintenance Code (IPMC) along with all future amendments and updates. The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings. It is intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. While the city has already adopted an edition of the code, the edition adopted is from 2012.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of the ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

STAFF

RECOMMENDATION

Adopt the ordinance of the City of Holly Hill, Florida, amending the land development regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

Ordinance No. 2019-3019

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) CREATING SECTIONS 14-3 AND 14-4, TO ADD REGULATIONS FOR STORM PROTECTION AND DAMAGED STRUCTURES, AMENDING SECTION 14-231, ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) CREATING SECTIONS 14-3 AND 14-4, TO ADD REGULATIONS FOR STORM PROTECTION AND DAMAGED STRUCTURES, AMENDING SECTION 14-231, ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to provide regulations concerning the protection of damaged structures and to update language adopting the International Property Maintenance Code; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and eliminate blight; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendments to the Land Development Regulations;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated

herein by reference and form an integral part of the Ordinance.

SECTION 2. - That Sections 14-3 and 14-4, be created and added as follows:

Sec. 14-3 Damaged structures.

Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or vacant and inhabited or occupied structures.

Sec. 14-4 Temporary storm protection of structures.

Openings such as doors, windows or other apertures may be temporarily protected up to 14 days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code.

SECTION 3. That Section 14-231. - Adoption is hereby amended to add underlined language and remove language ~~stricken through~~ as follows:

Sec. 14-231. - Adoption.

~~There is hereby adopted by reference as if set out at length herein those publications known as the International Property Maintenance Code, 2012 Edition, including all appendices thereto except where amended or superseded by ordinance. A copy of said maintenance code shall be kept on file in the office of the city clerk.~~

The city hereby adopts and incorporates into the Code of Ordinances the most current edition of the International Property Maintenance Code (IPMC), including all future amendments and updates, except where superseded by ordinance. A copy of said maintenance code shall be kept on file in the Community Development Office.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 4, 5, 6, and 7 of this Ordinance shall not be codified.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019
for first reading.**



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

**City Commission
Ordinance**

MEETING DATE: August 13, 2019
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: 2019-O-3020
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises outdoor advertising signs.

BACKGROUND

The proposed ordinance amends section 110-11 (a) of the code that addresses off-premises outdoor advertising signs (aka billboards). Billboards are only allowed on commercial property with frontage on Mason Avenue. Under the current regulations, billboards on properties not fronting on Mason Avenue are considered legal nonconforming if their existence predates the ordinance enacting the restriction on their location. As such, these legal nonconforming billboards cannot be moved or taken down and rebuilt. However, this restriction can cause a hardship for vacant properties which have a legal nonconforming billboard on them located in an area that prevents reasonable development of the property. In some cases the property owner has a lease agreement with the billboard owner and cannot simply order the removal of the billboard.

This ordinance will allow properties with legal nonconforming billboards that significantly hinder development, and that meet specific criteria, to move the billboard or rebuild it in another location on the same property. The determination as to whether or not a billboard significantly hinders the development of a vacant property will be at the sole discretion of the city. A billboard will be considered a significant hindrance if it would not allow the property to be developed or if it would interfere with items such as the drainage or stormwater systems; access; or traffic circulation.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to

recommend approval of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises outdoor advertising signs.

STAFF**RECOMMENDATION**

Adopt the ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises Outdoor Advertising Signs.

ATTACHMENTS:

- Current Regulations (PDF)
- Example of Nonconforming Billboard (PDF)

Ordinance No. 2019-3020**FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 110 (SIGNS) SECTION 110-11 (A), OFF-PREMISES OUTDOOR ADVERTISING SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 110 (SIGNS) SECTION 110-11 (A), OFF-PREMISES OUTDOOR ADVERTISING SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to update regulations concerning off-premises outdoor advertising signs (aka billboards); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendment to the Land Development Regulations;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That Section 110-11. Off-premises outdoor advertising signs, part (a) be replaced entirely with the following language:

- (a) *Where allowed.* Off-premises outdoor advertising signs, also known as billboards, are allowed only on commercial or industrial zoned properties with frontage on Mason Avenue. Any billboard in existence on the effective date of the ordinance from which this chapter is derived, or on a later date when the property is annexed to the city, that would not be exempt under this chapter, and that was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which is not in conformance with the requirements of this chapter by reason of its size, height, location, design or construction, shall be deemed to be a

nonconforming billboard. Such nonconforming billboard shall be allowed to remain in place and be maintained, repaired, or changed, provided that no action is taken which increases the degree or extent of the nonconformity. A change in the information on the face of an existing nonconforming billboard is permitted.

Nonconforming billboards that are located on vacant property in such a way that they significantly hinder the development of the property may be moved or rebuilt on the same property as long as setbacks and all other code requirements are met. A billboard will be considered a significant hindrance if it would not allow the property to be developed or if it would interfere with items such as the drainage or stormwater systems; access; or traffic circulation.

Billboards that are rebuilt under this provision may not be any larger or higher than the billboard replaced except that any minimum height required by code shall be observed. In no case shall a rebuilt billboard exceed the measurements, height or area, for billboards currently permitted by code. The determination as to whether a billboard's location significantly hinders the development of a property shall be at the sole discretion of the city and the city can deny any request to move or rebuild a nonconforming billboard. A site plan shall be required to move a billboard.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 5. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 3, 4, 5, and 6 of this Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019
for first reading.**

Sec. 110-11. - Off-premises outdoor advertising signs.

- (a) *Where allowed.* Off-premises outdoor advertising signs are allowed only on commercial or industrial zoned properties with frontage on Mason Avenue.
- (b) *Content.* Off-premises outdoor advertising signs may display any message so long as it is not harmful to minors as defined by this Code.
- (c) *Maximum area.* No off-premises outdoor advertising sign may exceed 378 square feet in area.
- (d) *Minimum ground clearance.* The minimum distance between the ground and lowest part of any off-premises outdoor advertising sign, excluding its supporting structure, shall be 20 feet.
- (e) *Maximum height.* No off-premises outdoor advertising sign, or combination of signs, may exceed 35 feet in height.
- (f) *Maximum width.* No off-premises outdoor advertising sign, or combination of signs, may exceed 35 feet in width.
- (g) *Spacing.* No off-premises outdoor advertising sign may be located closer than 1,000 feet from any other permanent outdoor advertising sign on the same side of the roadway or roadways to which the off-premises outdoor advertising sign is directed. Spacing shall be determined based on signs that have received the necessary city permit pursuant to this Code, and signs having received prior authorization shall have priority over a later applicant in determining compliance with the spacing restrictions. Where two or more applications from different persons conflict with each other in regard to this spacing requirement, so that only one of the applications may be granted, the applications shall be considered for approval in the order in which they were received by the city. Every application received shall remain pending until any previously received application is approved. Upon approval of any application, all conflicting applications then pending shall be automatically denied.
- (h) *Setback from property lines.* Off-premises outdoor advertising signs shall not be located in any required yard.

(Ord. No. 2443, § 2, 11-12-96)

Example of a vacant property on Nova Road with a legal nonconforming billboard. The billboard is located in such a way that it significantly hinders the development of the property. Retention on the property will be placed to the east and a building in the center of the property. The billboard's placement in the center front of the property will interfere with parking and traffic circulation that will be up front along Nova Road. Adoption of the ordinance will allow the billboard to be moved to a corner of the property.





STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: August 13, 2019
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2019-O-3021
APPLICANT: Brian Walker
PLANNER:

TITLE

Holly Hill Plaza Rezone - Consider a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 North Nova Road; (Z2019-01) (J-8 Land Partners, LLLP, Applicant) District 2 - Commissioner Currie (Brian Walker, Community Development Director)

DISCUSSION

The applicant is requesting a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) in order to utilize the subject property in accordance with the B-5 permitted and special exception uses. The site is currently a large built out shopping center containing a grocery store and a variety of other retail businesses. A rezoning from B-2 to B-5 will also allow the applicant to apply for special exception uses not available in the B-2 zoning district.

The following shows existing land use, future land use, and zoning for the site and adjacent properties.

Site: A Commercial Shopping Center with a Commercial future land use designation and B-2 Zoning (Planned Shopping Center District)

North: A Commercial Shopping Center with a Commercial future land use designation and B-4 Zoning (Highway Business District)

South: Multi-family with a Medium Density Residential future land use and R-6 zoning (Low Density Multi-family Residential)

East: Multi-family with a Medium Density Residential future land use and R-6 zoning (Low Density Multi-family Residential)

West: Various Commercial Businesses with a Commercial future land use and CC-1 zoning (Commercial Corridor)

SITE ANALYSIS

Existing Development: The property is currently fully developed with a commercial building.

Floodplain Impacts: Based on the 2017 FIRM map, the property is not within the 100-year Floodplain.

Utilities: Water and sewer utilities are provided by the City of Holly Hill.

Transportation/Traffic: The subject site currently accesses onto Nova Road and LPGA Blvd. Street and vehicular access is provided via public rights-of-way (ROW).

Drainage: The subject property has an established drainage system consisting of a retention area and outfall to the canal east of the property.

Buffers: The site is fully developed and no additional buffers will be required.

Sidewalks: There are sidewalks along 10th Street and Nova Rd.

Consistency with the Land Development Code

The requested B-5 (General Commercial) zoning classification is intended to provide areas with local retail stores and services primarily for the use of residents of the community and which are less intensive than those uses permitted in the light industrial districts. The B-5 zoning classification is a compatible transition from the B-2 zoning classification; both zoning categories are permitted under the Commercial future land use designation.

The subject site is located within an established commercial corridor and the requested rezone will allow uses that are compatible with the trend of development along Nova Road and the area in general.

Consistency with the Comprehensive Plan

Based on Policy 1.1.5 of the Comprehensive Plan, in considering the rezoning of properties, the City is required to consider not only whether a particular proposal is consistent with the use and density aspects of the comprehensive plan, but also whether the proposal is consistent with the compatibility and other concerns of the plan.

Policy 1.1.2 - The Future Land Use Element Policy sets a maximum development intensity level of 1.95 FAR for sites with a general commercial future land use. The subject site is developed within this intensity level.

Policy 1.1.3 - The proposed B-5 (General Commercial) zoning district is consistent with the future land use map designation of general commercial.

Staff finds the requested zoning classification to be consistent with the Comprehensive Plan.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 North Nova Road.

STAFF

RECOMMENDATION

Staff recommends the City Commission adopt the Ordinance enacting a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of N Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 Nova Road.

ATTACHMENTS:

- Zoning & FLU Map (PDF)
- Pictures (PDF)
- Compare B2 & B5 Zonings (PDF)
- Legal Description (PDF)

Ordinance No. 2019-3021

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 1541 AND 1567 NORTH NOVA ROAD AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT (A) FROM B-2 (PLANNED SHOPPING CENTER DISTRICT) TO B-5 (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 1541 AND 1567 NORTH NOVA ROAD AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT A FROM B-2 (PLANNED SHOPPING CENTER DISTRICT) TO B-5 (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as B-5 (General Commercial District.)

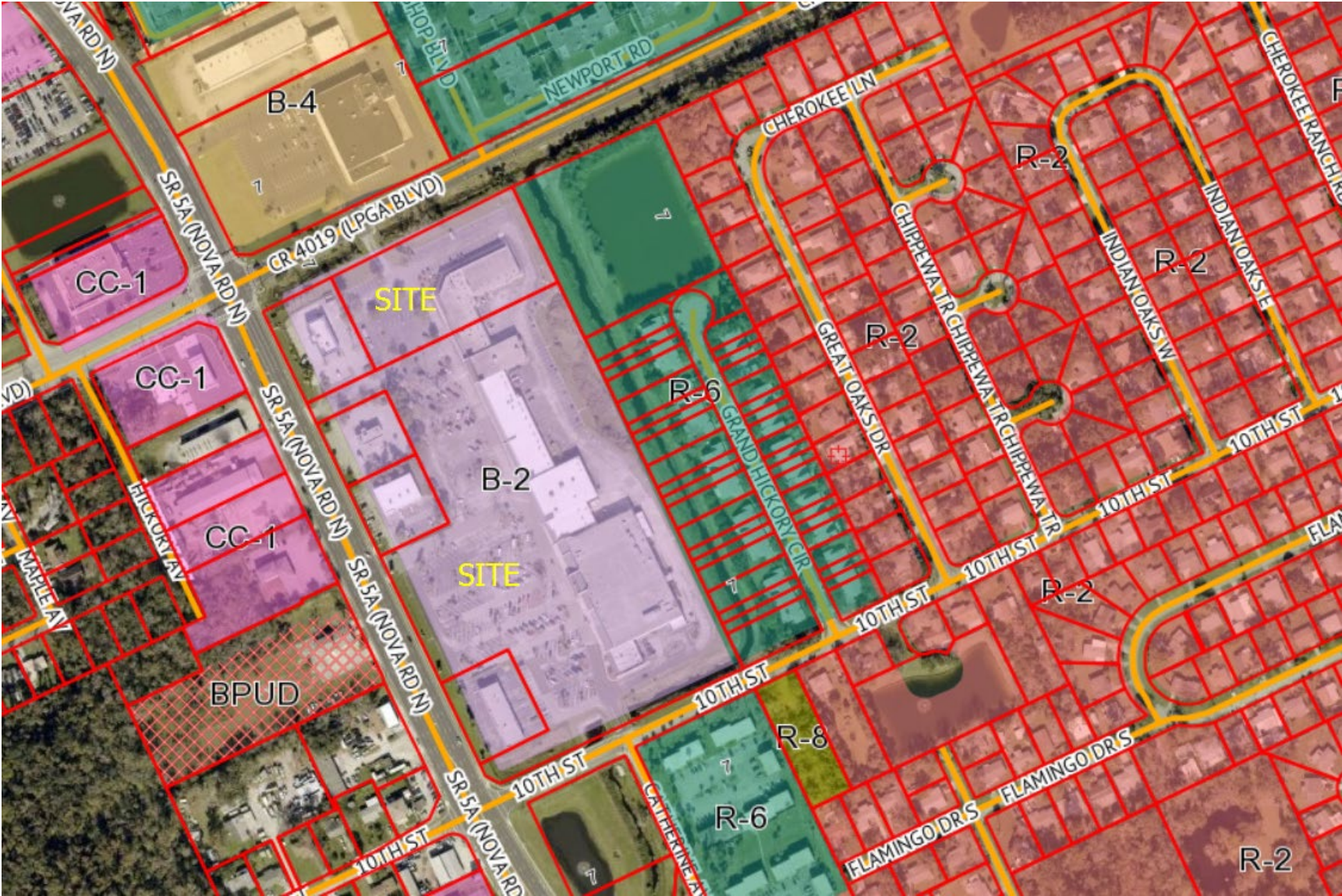
SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

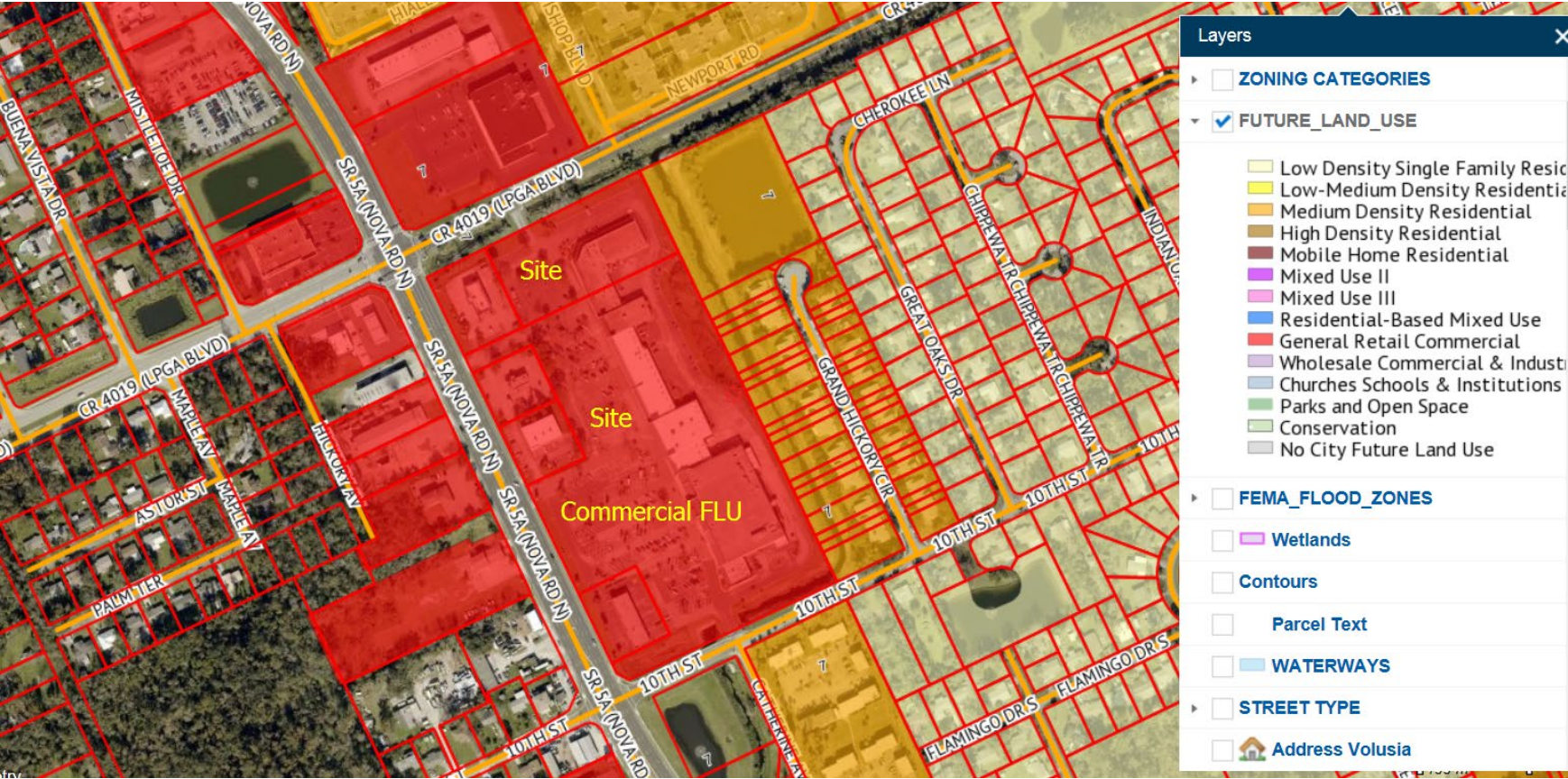
APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019 for first reading.

ZONING MAP – SITE CURRENTLY ZONED B-2 (REQUESTING B-5)



Attachment: Zoning & FLU Map (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)

FUTURE LAND USE (FLU) MAP – SITE HAS A COMMERCIAL FLU



AERIAL VIEW OF THE PROPERTY



Attachment: Pictures (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)

VIEW OF PROPERTY LOOKING EAST FROM NOVA ROAD



VIEW OF PROPERTY LOOKING NORTH FROM 10TH STREET



VIEW SOUTH FROM LPGA



REAR VIEWS OF THE PROPERTY





Attachment: Pictures (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)

Permitted Uses By Right (Without a Special Exception)

B-2 – Current Zoning on Property

Permitted principal uses and structures in the B-2 district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Medical and dental clinics.
- (7) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (8) Adult day care centers.

B-5 – Proposed Zoning

Permitted principal uses and structures in the B-5 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
 - (2) Any use permitted in the B-4 highway business district.
 - (3) Self-service storage facilities (miniware- houses). (Refer to section 114-686.)
 - (4) Application of permanent makeup.
 - (5) Adult day care centers.
- Sec. 114-476. - Special exceptions.

B-1

Permitted principal uses and structures in the B-1 district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Hospitals.
- (4) Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- (5) Prescription pharmacies.
- (6) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (7) Rest and convalescence homes.
- (8) Banks and savings and loans.
- (9) Adult day care centers.

B-4

Permitted principal uses and structures in the B-4 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
- (2) Administrative offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Houses of worship.
- (8) Application of permanent makeup.
- (9) Adult day care centers.

Uses Permitted Only By Special Exception

B-2

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Theaters. (Refer to section 114-674.)
- (5) Marinas. (Refer to section 114-673.)
- (6) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (7) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (8) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (9) Tattoo parlors. (Refer to section 114-696.)
- (10) Amusement center. (Refer to section 114-701.)
- (11) House of worship. (Refer to section 114-666.)

B-5

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (5) Motor vehicle rentals. (Refer to section 114-675.)
- (6) Type A and B service stations. (Refer to section 114-682.)
- (7) Flea markets and farmers' markets. (Refer to section 114-676.)
- (8) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (9) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (10) New and used car lots. (Refer to section 114-683.)
- (11) Amusement center. (Refer to section 114-701.)

B-1

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Cemeteries. (Refer to section 114-664.)
- (5) Rest homes and retirement centers. (Refer to section 114-671.)
- (6) Residential retirement health care facilities. (Refer to section 114-672.)
- (7) Adult congregate living facilities. (Refer to section 114-665.)
- (8) Houses of worship. (Refer to section 114-666.)

B-4

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (5) Motor vehicle rentals. (Refer to section 114-675.)
- (6) Type A and B service stations. (Refer to section 114-682.)
- (7) Flea markets and farmers' markets. (Refer to section 114-676.)
- (8) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (9) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (10) New and used car lots. (Refer to section 114-683.)
- (11) Indoor shooting ranges. (Refer to section 114-697.)
- (12) Schools (public, private, parochial or technical) (Refer to section 114-698).
- (13) Amusement center. (Refer to section 114-701.)

LEGAL DESCRIPTION

A Portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records Of Volusia County, Florida, also known as Lot 5, Block 4, Mason And Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records Of Volusia County, Florida, described as follows:

From The Southeast Corner Of Said Lot 5, Block 4; Thence North 25 Degrees 17' 40" West, Along The East Line Of Said Lot 5, Block 4, A Distance Of 8.50 Feet To The Northerly Right-Of-Way Line Of 10th Street (Platted Delaware Street) As Occupied And Established; Thence South 65 Degrees 02'30" West, Along Said Right-Of-Way Line, 653.68 Feet To The Point Of Beginning; Thence Continue South 65 Degrees 02'30" West, 641.01 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 345.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 335.33 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 63 Degrees 56'45" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 63 Degrees 56'45" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 80.00 Feet To A Point On The Southerly Right-Of-Way Line Of 11th Street (Platted Washington Street); Thence North 63 Degrees 56'45" East, Along Said Right-Of-Way Line 641.10 Feet; Thence South 25 Degrees 04'13" East, 1282.60 Feet To The Point Of Beginning.

Less And Except Any Part Described In Warranty Deed Recorded In Official Records Book 3210, Page 1762, And In That Order Of Taking Recorded In Official Records Book 3765, Page 3976, Of The Public Records Of Volusia County, Florida.

ALSO DESCRIBED AS FOLLOWS:

A Portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records Of Volusia County, Florida, also known as Lot 5, Block 4, Mason And Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records Of Volusia County, Florida, described as follows:

From The Southeast Corner Of Said Lot 5, Block 4; Thence North 25 Degrees 17'40" West, Along The East Line Of Said Lot 5, Block 4, A Distance Of 8.50 Feet To The Northerly Right-Of-Way Line Of 10th Street (Platted Delaware Street) As Occupied And Established; Thence South 65 Degrees 02'30" West, Along Said Right-Of-Way Line, 653.68 Feet To The Point Of Beginning; Thence Continue South 65 Degrees 02'30" West, 606.01 Feet; Thence North 79 Degrees 27'31" West, 43.05 Feet; Thence North 25 Degrees 04'13" West, 25.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 345.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 335.33 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 63 Degrees 56'45" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 63 Degrees 56'45" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 63.48 Feet; Thence North 12 Degrees 48'57" East, 21.22 Feet To A Point On The Southerly Right-Of-Way Line Of 11th Street (Platted Washington Street); Thence North 63 Degrees 56'45" East, Along Said Right-Of-Way Line, 628.07 Feet; Thence South 25 Degrees 04'13" East, 1282.60 Feet To The Point Of Beginning.

The Foregoing Legal Description Describes The Same Property As Shown In The Vesting Deed, Recorded At Official Records Book 3717, Page 2811, Of The Public Records Of Volusia County, Florida.

And Together With The Non-Exclusive Easements Appurtenant To The Aforesaid Real Property For The Purpose Of Ingress, Egress, Parking And Utility Purposes, All As Set Forth In (A) That Certain Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates Dated March 6, 1984 And Recorded On April 11, 1984 In Official Records Book 2555, Page 313, Of The Public Records Of Volusia County, Florida, As Corrected By That Certain Corrective Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates And Winn-Dixie Stores, Inc., Dated October 16, 1984 And Recorded In December 4, 1984 In Official Records Book 2631, Page 454 Of The Public Records Of Volusia County, Florida, As Amended By That Certain Partial Release Of Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates, Winn-Dixie Stores, Inc. And The Chase Manhattan Bank, N.A. Dated March 18, 1988 And Recorded In October 21, 1988 In Official Records Book 3210, Page 1773, Of The Public Records Of Volusia County, Florida, (Together The "First Winn-Dixie Declaration") And (B) That Certain Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates Dated October 16, 1987 And Recorded On May 5, 1988 In Official Records Book 3134, Page 516 Of The Public Records Of Volusia County, Florida (The "Second Winn-Dixie Declaration") And First Winn-Dixie Declaration And Second Winn-Dixie Declaration Being Together Amended By That Certain Amended And Restated Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates And Winn-Dixie Stores, Inc., Dated September 25, 1989 And Recorded On September 27, 1989 In Official Records Book 3365, Page 1236, And Assumption Of Declaration Obligations Recorded In Official Records Book 5004, Page 1068, Of The Public Records Of Volusia County, Florida.

And Together With The Public Drainage Easement Appurtenant To The Aforesaid Real Property As Set Forth In That Certain Easement Executed By Holly Hill Associates To And In Favor Of Volusia County, Florida, Dated May 11, 1984 And Recorded On September 28, 1984 In Official Records Book 2611 Page 906 Of The Public Records Of Volusia County, Florida Over And Across The Property Located Easterly Of And Adjacent To The Aforesaid Real Property, As More Particularly Described Therein.

And Together With The Non-Exclusive Easements Appurtenant To The Aforesaid Real Property For The Purposes Of Drainage And Access, All As Set Forth In That Certain Easement Agreement Executed By Holly Hill Associates And MML Development Corp., Dated November 15, 1988 And Recorded On November 17, 1988 In Official Records Book 3223, Page 1300 Of The Public Records Of Volusia County, Florida Over And Across The Real Property More Particularly Described Therein.

And Together With The Non-Exclusive Easement Appurtenant To The Aforesaid Real Property For The Purpose Of Access As Set Forth In That Certain Easement Agreement Executed By Holly Hill Associates And Discount Auto Parts, Inc., Dated July 31, 1989 And Recorded On August 4, 1989 In Official Records Book 3341, Page 1992 Of The Public Records Of Volusia County, Florida Over And Across The Real Property More Particularly Described Therein.

(- end of legal description -)

Attachment: Legal Description (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

VARIANCE (ID # 2618)

Meeting: 08/13/19 07:00 PM

Department: City Planner

Category: Regular

Prepared By: Brian Walker

Initiator: Brian Walker

Sponsors: City Planner Brian Walker

DOC ID: 2618

Request for a Front Yard (East) Setback Variance from Twenty-Five Feet (25) Feet to Ten (10) Feet to Construct an Open Porch Seating Area for an Existing Restaurant in the CC-1 (Commercial Corridor) Zoning District, for Property Located at the Southeast Corner of 9Th Street and Ridgewood Avenue and More Specifically Known as 841 Ridgewood Avenue.

INTRODUCTION

841 Ridgewood Avenue - Request for a front yard (east side of Ridgewood Ave) setback variance from twenty-five feet (25) feet to ten (10) feet to construct an open porch seating area for an existing restaurant in the CC-1 (Commercial Corridor) zoning district, located at the southeast corner of 9th Street and Ridgewood Avenue and more specifically known as 841 Ridgewood Avenue; V2019-01 (Land Trust Agreement 739521, Applicant)

District 2 City Commissioner Currie (Brian Walker, City Planner)

BACKGROUND

- ✓ The property is approximately 1.44 acres in size and includes a building of about 4,550 square feet.
- ✓ The property is zoned CC-1 (Commercial Corridor) with a Commercial future land use designation.
- ✓ Records indicate a structure was built on the property in 1978.
- ✓ A Special Exception for a restaurant was granted for the property on November 14, 2017.
- ✓ The property is not in a Special Flood Hazard Area.

- ✓ The property can be accessed directly from Ridgewood Avenue as well as from 9th Street. Parking is located along the east and south sides of the building.

DISCUSSION

The applicant purchased the property in 2019 and proposes to continue to use the building as a restaurant. A roof extension canopy approximately 96 feet long is proposed along the front of the building on Ridgewood Avenue in order to provide cover for a proposed seating area. The existing roof overhang of the building encroaches 6 feet into the required 25 foot front setback. However, the building was built in 1978, which predates the Land Development Regulations.

The applicant is requesting to extend the existing roof an additional 8.5 feet into the front setback and construct a seating area. Therefore, the total encroachment into the front setback would be 14.5 feet leaving a front yard open area of 10.5 feet.

The property is in an area of moderate traffic and where many of the surrounding buildings encroach into the front setback of their respective property. Therefore, granting the applicant's variance request on this particular parcel would not be out of character with the immediate surroundings.

The applicant's proposed addition would be constructed over existing pavers, therefore no new impervious surface would be created by granting the applicant's request.

VARIANCE: The request is for a variance from the Land Development Regulations of Holly Hill, Sec. 114-765 for a front yard (east) setback variance from twenty-five feet (25) feet to ten (10) feet.

In authorizing any variance, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district;

FINDINGS OF FACT No. 1:

The existing building is in an urban area facing moderate traffic and was built prior to the adoption of the City's Land Development Regulations. The current setback requirement was established at a time when the building faced on-street parking. The on-street parking spaces on Ridgewood Avenue were removed during the FDOT median project for traffic safety concerns. This changed the nature of the area and had the effect of greatly reducing pedestrian foot traffic in front of the building. Parking for the building is located on the south and east sides of the structure and the entrance is located on the south off of Ridgewood Avenue. Therefore, reducing the setback on Ridgewood will

not pose a danger to vehicles or pedestrians.

Criteria met? Yes

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant;

FINDINGS OF FACT No. 2:

The existing building was built prior to the adoption of the City's Land Development Regulations and the required front setback was established at a time when the building faced on-street parking. The on-street parking was removed by FDOT which changed the nature of the area and made a large setback unnecessary.

Criteria met? Yes

CRITERIA No. 3:

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district;

FINDINGS OF FACT No. 3:

Granting the variance requested would not confer on the applicant any special privilege that is denied by the provisions of this section to other lands or structures under similar conditions. Properties under similar circumstances can also apply for a variance.

Criteria met? Yes

CRITERIA No. 4:

That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant;

FINDINGS OF FACT No. 4:

The literal interpretation of the provisions would deprive the applicant of the right to expand their building in a way that will reasonably serve the proposed use.

Criteria met? Yes

CRITERIA No. 5:

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

FINDINGS OF FACT No. 5:

The requested variance is the minimum necessary to make reasonable use of the proposed expansion.

Criteria met? Yes

CRITERIA No. 6:

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the City's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

FINDINGS OF FACT No. 6:

Granting the variances will be in harmony with Policy 1.1.2 and the general intent and purpose of the comprehensive plan.

Criteria met? Yes

FINDINGS OF FACT: Staff finds that the applicant has met all of the criteria as stated above to grant the requested variance.

ADDITIONAL

INFORMATION:

Sec. 82-320. - Expiration.

A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of the request for a front yard (east side of Ridgewood Ave) setback variance from twenty-five feet (25) feet to ten (10) feet to construct an open porch seating area for an existing restaurant in the CC-1 (Commercial Corridor) zoning district, located at the southeast corner of 9th Street and Ridgewood Avenue and more specifically known as 841 Ridgewood Avenue.

STAFF RECOMMENDATION

Staff recommends approval of the request for a variance from the Land Development Regulations of Holly Hill, Sec. 114-765 for a front yard (east side of Ridgewood Ave) setback variance from twenty-five feet (25) feet to ten (10) feet.



CITY OF HOLLY HILL
PLANNING & DEVELOPMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA, 32117
TELEPHONE: (386) 248-9442

V# _____

HOLLY HILL RECEIVED

JUL 02 2019

COMM. DEV. DEPT.

19-1000

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE
DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY			
PARCEL ID #: 424401120110			
ADDRESS: 841 RIDGEWOOD AVE			
TOTAL ACREAGE: 1.437		USE OF PROPERTY: ☐ RESIDENTIAL ☒ NON-RESIDENTIAL	
ZONING: CC1		FUTURE LAND USE: GENERAL RETAIL COMMERCIAL	
TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☒ ADDITION ☐ SINGLE FAMILY HOME			
DESCRIPTION OF STRUCTURE: ALUMINUM			
TYPE OF VARIANCE:	☒ FRONT YARD SETBACK	REQUIRED: 25 FT.	PROPOSED: 10 FT.
	☐ SIDE YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ SIDE STREET SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ REAR YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ MINIMUM LOT SIZE	REQUIRED: _____ SQ. FT.	ACTUAL: _____ SQ. FT.
	☐ WIDTH AT BUILDING LINE	REQUIRED: _____ FT.	ACTUAL: _____ FT.
	☐ HEIGHT	REQUIRED: _____ FT.	PROPOSED: _____ FT.
IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☐ YES ☒ NO			
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☒ YES ☐ NO			

OWNER LAND TRUST AGREEMENT 739 521 ROBIN HANSEL TRUSTEE			
NAME: _____		COMPANY: _____	
ADDRESS: 950 RIDGEWOOD AVE			
CITY: HOLLY HILL		STATE: FLA	ZIP: 32117
PHONE: 386 566 1505		EMAIL: ROBIN@BESTPRICEFLA.IGLS.COM	

V# _____

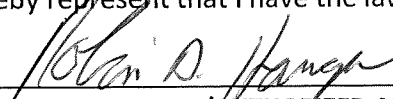
AGENT/CONSULTANT		
NAME:		COMPANY:
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:		EMAIL:

APPLICATION TYPE/FEE	
☐ VARIANCE – RESIDENTIAL	\$350.00 PER VARIANCE
☒ VARIANCE – COMMERCIAL	\$500.00 PER VARIANCE

ATTACHMENT CHECKLIST
☒ APPLICATION ☒ APPLICATION FEE ☒ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED. ☒ QUESTIONNAIRE ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION) ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE ☒ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD). ☒ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN) ☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY ☐ PHOTOGRAPHS, IF DESIRED

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.


SIGNATURE OF OWNER/AUTHORIZED APPLICANT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-2-19
DATE

V# _____

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

- 1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

*BUILDING & PATIO ARE CURRENTLY IN SET BACK
WE WANT TO COVER PATIO WITH AWNING TO ALLOW
OUTDOOR SEATING*

- 2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

I PURCHASED IN THIS CONDITION

- 3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

MOST BUILDING ON US-1 ARE CURRENTLY IN SETBACKS

V# _____

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

WOULD BE UNABLE TO HAVE COMFORTABLE SEATING

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

ONLY COVERING EXISTING PATIO

6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

THIS WILL CREATE AN ALKALINE DESTINATION

CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT
Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

☐ Individual

☐ Corporation

☒ Land Trust

☐ Limited Liability Company

☐ Partnership

☐ Other(describe)

1 List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
ROBIN HANSEN	929 STATE AVE	386 566 1505

(Use additional sheets for more space.)

1 For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

1 In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
The Land Trust Agreement ROBIN HANSEN	TRUSTEE	929 STATE AVE	100%

(Use additional sheets for more space.)

1 For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

i For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

i In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

7-2-19
Date

Robin D. Hanger
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Robin D. Hanger on this 2 day
of July, 20 19.
Owner, Agent, Applicant Name



Jeanine M. Piazza
Signature of Notary Public

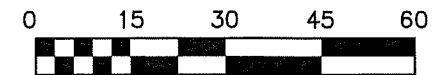
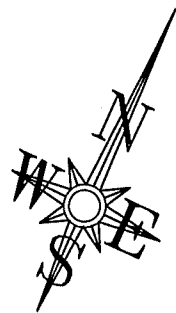
Print, Type or Stamp Name of Notary Public
JEANINE M. PIAZZA

Personally Known X OR Produced Identification _____

Type of Identification Produced FL DL H526724614011

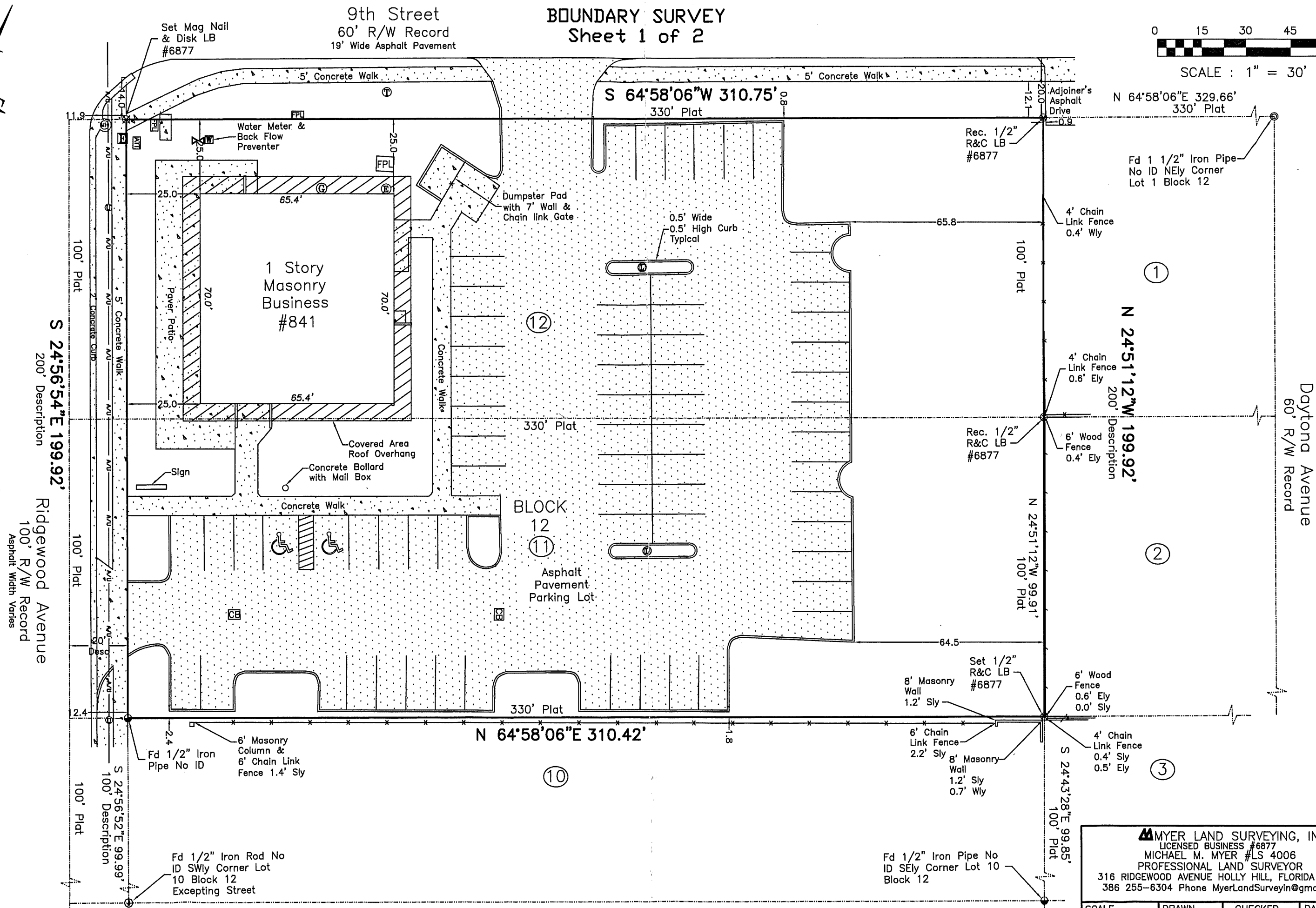
AERIAL VIEW





SCALE : 1" = 30'

BOUNDARY SURVEY Sheet 1 of 2



CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807
INSPECTIONS CALL: (386) 248-9442

Application Number 19-00001000 Date 7/02/19
Property Address 841 RIDGEWOOD AVE
PARCEL NUMBER: 4 2 44 01 12 0110
Tenant nbr, name SIMPLY GINA'S
Application type description LAND DEVELOPMENT & REGULATIONS PROCESSIN
Property Use COMMERCIAL
Property Zoning CC1 COMMERCIAL CORRIDOR
Application valuation 0

Application desc
VARIANCE REQUEST - FRONT YARD SETBACK

Owner Contractor

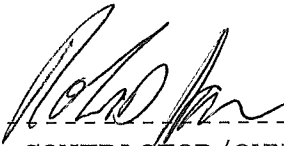
LAND TRUST AGREEMENT 739521 OWNER
950 RIDGEWOOD AVENUE
HOLLY HILL FL 321173520

--- Structure Information 000 000 VARIANCE REQUEST - FRONT YARD SETBACKS

Permit LAND DEVELOPMENT PROCESSING
Additional desc . . VARIANCE REQUEST FOR SETBACKS
Permit Fee00 Plan Check Fee00
Issue Date 7/02/19 Valuation 0

Other Fees VARIANCE NON-RESIDENTIAL 500.00

Fee summary	Charged	Paid	Credited	Due
-----	-----	-----	-----	-----
Permit Fee Total	.00	.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Other Fee Total	500.00	500.00	.00	.00
Grand Total	500.00	500.00	.00	.00



CONTRACTOR/OWNER SIGNATURE

7-2-19

DATE

Location Map



The patio area shown is where the partially enclosed outdoor seating area is proposed. The roof will be extended to cover the patio area and an outdoor seating area constructed. (Picture 1 of 2)

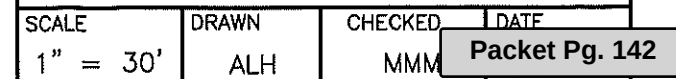


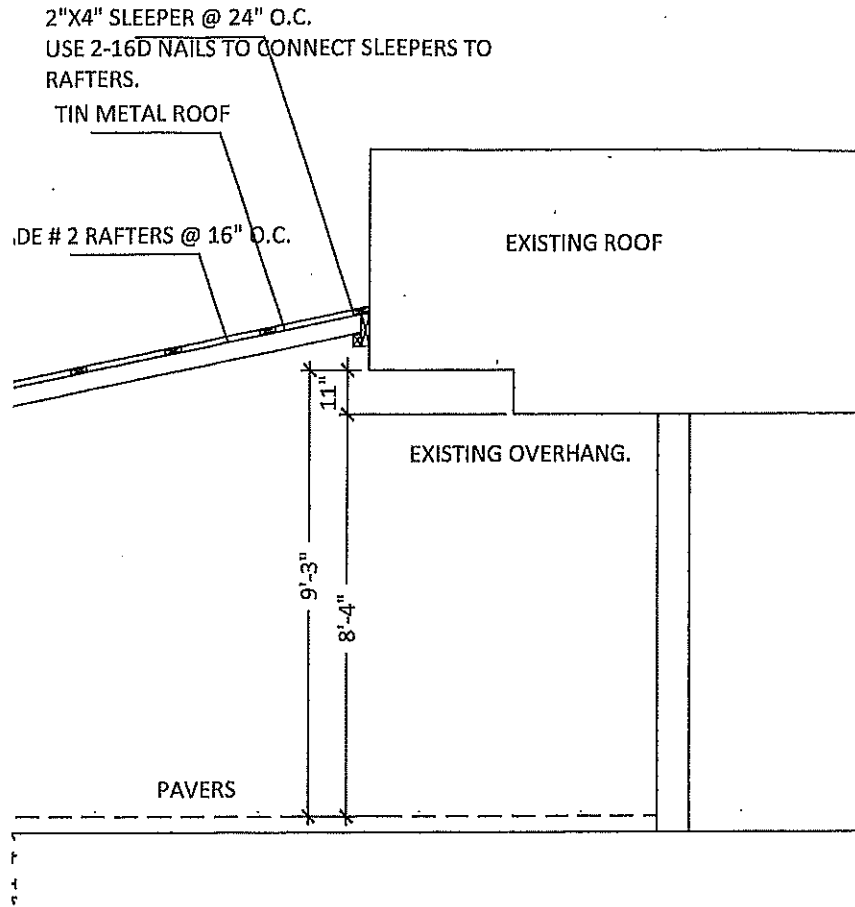


Attachment: Variance Area # 1 (2618 : Variance Request - 841 Ridgewood Avenue - Front Yard Request)



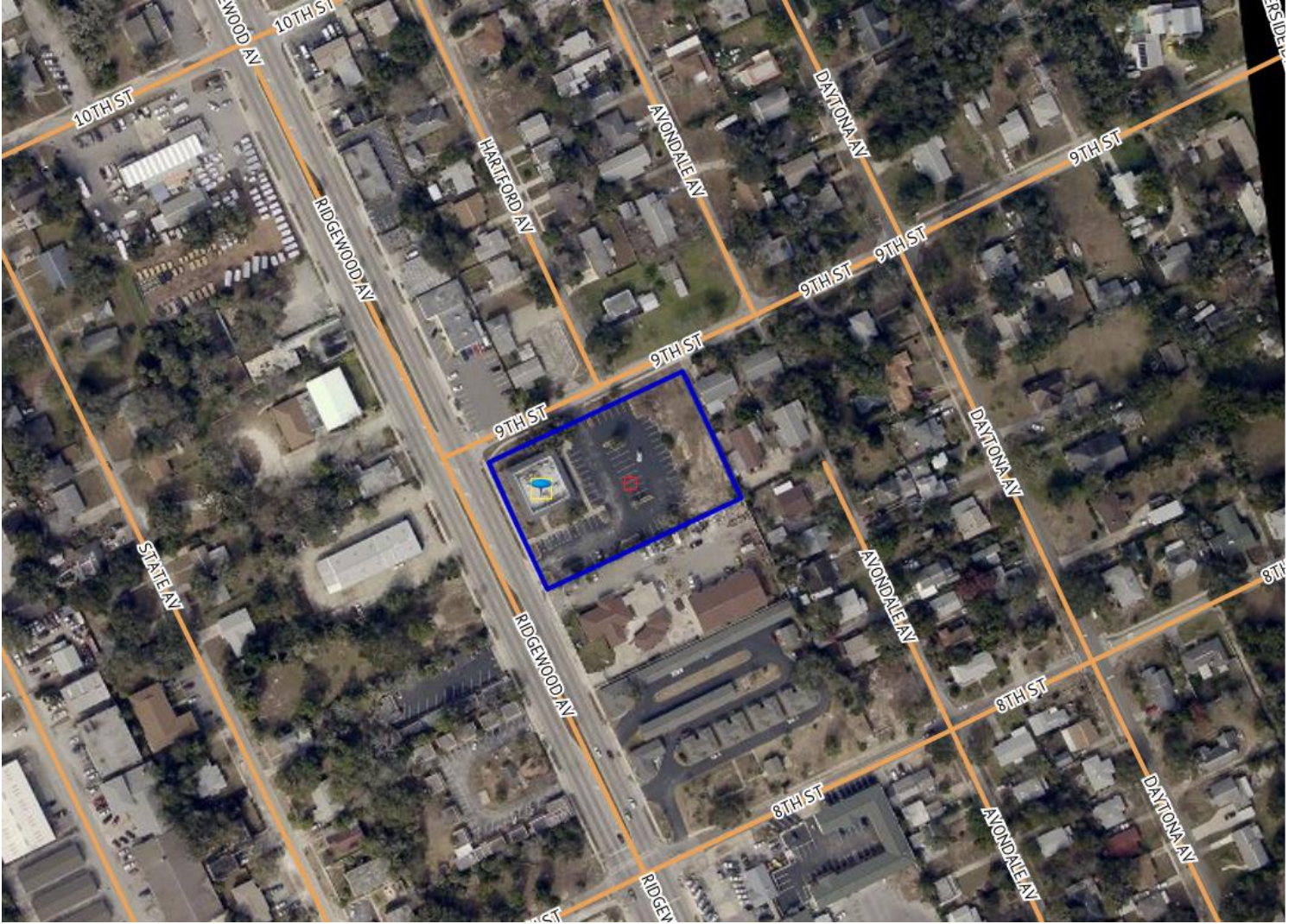
AREA OF THE VARIANCE REQUEST





CROSS SECTION

Aerial Map
841 Ridgewood Avenue



Attachment: Aerial (2618 : Variance Request - 841 Ridgewood Avenue - Front Yard Request)



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

**City Commission
Agenda Item**

6.6

MEETING DATE: August 13, 2019
FROM: Joseph Forte
SUBJECT: Request for Code Enforcement Lien Reduction - 163 Ridgewood Avenue
NUMBER: DOC-2019-6
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 163 Ridgewood Avenue. (Parcel ID# 424401350030).

Dukeroo, LLC, the property owner of 163 Ridgewood Avenue, was issued a Notice of Violation on in 2013 and again in 2018, which resulted in liens being filed against the property for violations of Ordinance 26-61(1) and (2). A hearing was held on October 17, 2017 ordering the property to be brought into compliance or a daily fine and line would be placed upon the property.

The Special Master released a Finding of Fact and Conclusion of Law stating that the property was in violation and issued a \$250.00 fine plus a \$25.00 per day fine for each of the violations for each day the violation existed.

Over time the owners of the property had changed their address resulting in all correspondence not be delivered to the correct address. The City did, however, mail all correspondence to the address listed on the property appraisers site, as well as, the tax collectors site.

The property had been cleaned and in compliance for a period of time when the owners attorney contacted the city about the liens. It was then that the city was able to get in contact with Jennifer Schiavoni, owner of Duckroo, LLC. Mrs. Schiavoni was very apologetic in the misunderstanding and miscommunication with regard to her address. The city now has the correct address on file.

As part of the lien reduction negotiations, the property owner has agreed to execute the easement agreement associated with this property and the overhead to underground utility project.

A copy of the entire file is available in the Code Enforcement Office.

FISCAL ANALYSIS:

\$310.00.	Grass cutting
\$500.00	Special Master fee for two hearings \$250.00 each (2013 & 2017)
\$40.00	Filing fees
\$53.00	Finance Department costs
\$500.00	Code enforcement costs
\$1,403.00	Sub-total
\$1,515.24	18% Interest per year x 6 years ($\$252.54 \times 6 = 1,515.24$)
\$2,918.24	Total

STAFF RECOMMENDATION:

Reduce the lien to a balance owed to the City in the amount of **\$2,918.24.**

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$2,918.24** payable no later than September 15, 2019 and to execute the standard easement agreement used for the overhead to underground utility project. Failure to pay the lien by September 15, 2019, will cause the entire lien to remain in place without an opportunity to request an additional lien reduction.

- 163 Ridgewood Ave (2) (PDF)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

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

I Jennifer Schiavoni, the fee simple owner of the following
(Owner's Name) MANAGER OF DUKEROO, LLC

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

Parcel # 44-14-32-01-35-0030 with all fines
163 Ridgewood Av. Holly Hill, FL received to date
hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$29,180.00 for claim of lien, Book 6856, Page 2693, Volusia County, FL
\$150.00 for claim of lien, Book 7603, Page 763, and affirm that is hereby designated to act

as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Jennifer Schiavoni
Owner's Name

Owner's Name

Owner's Signature

Owner's Name

Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 18 day of June, 2019.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jennifer Schiavoni, who is personally known to me or who has produced FL Drivers License as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of June, 2019.

KATHY F. JONES
NOTARY PUBLIC
Henderson County
North Carolina
My Commission Expires 9/25/19

Kathy F. Jones
Notary Public in and for the County and State
Aforementioned

CITY OF HOLLY HILL
CASE # 163 Ridgewood Av
Holly Hill, FL 32117

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

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

Property Owner's Name:

JENNIFER SCHIAVONI
MANAGING MEMBER OF
DULCERO, LLC

Property Address: 163 Ridgewood Av, Holly Hill, FL 32117

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

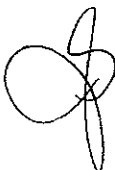
cell 631-764-4111

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Are you claiming financial hardship? ☐ YES ☒ NO

Are you claiming medical hardship? ☐ YES ☒ NO



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

Name: _____

Relationship: _____

I, Jennifer Schiavoni, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

163 Ridgewood Avenue is
in compliance with the City
of Holly Hill's ordinance for
trash, litter, grass and weeds.

Date: _____

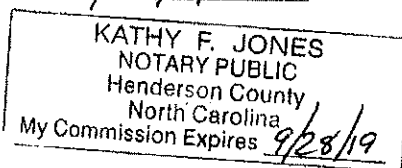
Signed: _____

Print Name: _____

(See signature
on last page.)

STATE OF NCCOUNTY OF: Henderson

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

Date: 6/18/19Handwritten signature of Kathy F. Jones in cursive script.
Notary PublicMy Commission Expires 9/28/19

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Handwritten signature of Jennifer Schiavoni in cursive script.
Jennifer Schiavoni
MANAGING MEMBER / DUKEROS LLC

June 19, 2019

To: Joe Forte, City Manager

From: Officer Denise Marquez-Kenny, Code Enforcement Officer

Subject: 163 Ridgewood Ave, Holly Hill – REQUEST FOR LIEN REDUCTION

Case #: 1703462 – Parcel number: 4414-3201-35-0030

Please find attached the Request for Lien Reduction for your review, as well as a copy of the history of this case. The lien balance is \$547,900.00.

Please review the information and issue a determination of approval or denial on this form. Pursuant to City Commission's approval Lien Reduction/Waiver Policy, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines below:

- (1) If the property owner has purchased property on which a lien was recorded, a waiver or reduction on the lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

_____ Fails ☒ Does not fail

Staff Findings: The owners are requesting a lien reduction on the property.

- (2) If the insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction or waiver would place the City on the indemnifying the title insurer against its losses, which losses should be in premium charges.

_____ Fails ☒ Does not fail

Staff Findings: A Title insurance policy was not issued when the ownership was transferred

- (3) A request got a waiver of reduction in lien shall not be granted if the City Commission has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for education or subsequent applicant.

_____ Fails ☒ Does not fail

Staff Findings: To the best of Staff's knowledge, there has never been a request of the City Commission to reduce the lien.

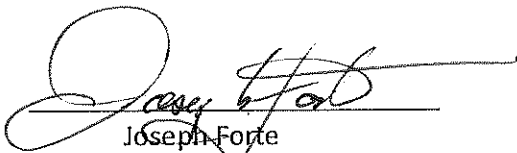
- (4) If a lending agency receives a certificate of title through foreclosure after a lien is in place, then the lending agency will pay the administrative costs associated with this case (plus 100%).

_____ Fails

☒ ~~_____~~ Does not fail

☒ Approved for consideration by City Commission

_____ Denied



Joseph Forte
City Manager

MICHAEL A. KUNDID, P.A.

138 Live Oak Avenue • Daytona Beach, FL 32114
Phone: 386-238-0044 • Fax: 386-257-1253 • E-Mail: mikelkundid.attorney@gmail.com

November 16, 2018

Brian Walker
Community Development Director
c/o City of Holly Hill, Florida
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Re: Claims of Lien filed against Dukeroo, LLC on 05/13/2013 and 09/27/2018

Dear Mr. Walker:

I am legal counsel for Dukeroo, LLC that owns property located at 163 Ridgewood Avenue, Holly Hill, Florida 32117. I believe there may be an error in the claims of lien filed against my client which it has just recently been made aware of. All prior notices by the City to my client regarding non-compliance with various ordinances were sent to the wrong address except the last lien notice dated September 17, 2018.

I ask that the City of Holly Hill cease and desist from levying and further fines against my client for non-compliance of the City's ordinances for failure to keep up with grass cutting, trash and debris and conditions which provide harborage for rodents and other vermin because my client has been keeping the property in compliance.

I would like to arrange a meeting to review the entire file the City of Holly Hill has maintained on the above referenced property, including, but not limited to, all invoices by any and all entities that have provided services to said property and all notices of non-compliance and hearings that were sent to my client since the alleged non-compliance. Please contact the undersigned at the above-stated email address with respect to any issues that are encompassed with this notice.

Sincerely,



Michael A. Kundid

cc: Jennifer L. Schiavoni

Attachment: 163 Ridgewood Ave (2) (DOC-2019-6 : Request for Code Enforcement Lien Reduction - 163 Ridgewood Ave)

2017

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

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

**Parcel No. 44-14-32-01-35-0030
Case No. 1703462**

Petitioner,

-vs-

Duckeroo, LLC, Owner(s)

Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th day of October 2017, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Duckeroo, LLC, Owner(s) and Respondent(s) of the property located at 163 Ridgewood Avenue, Holly Hill, FL 32117 was issued a courtesy notice on the 22nd of August, 2017 for the violation of 26-61(1) - Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches; and 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature. On the 26th of September 2017, the Code Enforcement Officer returned to the property and found that the code violations remained and issued a violation notice setting the case for a hearing.

At the hearing, the Code Enforcement Officer testified that this has been an ongoing problem and the owners have not taken any action to correct the violations. The Respondent failed to appear at this hearing.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 163 Ridgewood Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: 26-61(1) - Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches; and 26-61(2) - Accumulation of trash, litter,

debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

ORDER

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

If violation of 26-61(1) - Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

If violation of 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

DONE AND ORDERED this 25th day of October 2017, at Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By: Melody Pullen
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of _____, 2017 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

DUCKEROO, LLC
163 Ridgewood Avenue
Holly Hill, FL 32117

DUCKEROO, LLC
15 Sunset Blvd.
Ormond Beach, FL 32176

Code Enforcement Official

IMPORTANT NOTICE

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

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

9/27/2018 1:51:36 PM
 Instrument# 2018195752 1 page
 Book: 7603 Page: 763
 Electronically Recorded By
 Volusia County Clerk of the Court

Return To: (Enclosed Self Addressed Envelope)	
Name:	Jonathan McKinney
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4244-01-35-0030	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Jonathan McKinney, Finance Director
 Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
 (Lienor's Name)

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

And in accordance with a service with Dukeroo LLC

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Grass & Weed Cutting 8-27-18.

on the following described real property in Volusia County, Florida:
 (Describe real property sufficiently for identification, including street and number, if known)

S 90 FT OF LOT 3 EXC ROAD BLK 35 M & C HOLLY HILL MB 2 PG 90 PER OR 1729 PG 1023 PER OR 5369 PG 3595
 PER OR 5400 PG 2646 PER OR 5821 PG 1409

163 Ridgewood Avenue, Holly Hill, FL 32117

owned by Dukeroo LLC

of a total value of One Hundred Fifty Dollars (\$150.00)
 of which remains unpaid as of September 20, 2018.



Okalea Cincelli
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF235031
 Expires 7/20/2019

Lienor: City of Holly Hill
 By [Signature] (Agent)

Print Name: Jonathan McKinney

Sworn to and subscribed before me this 20th day of September 2018.

[Signature]
 Notary Public

05/13/2013 10:08 AM
 Instrument# 2013-091775 # 1
 Book : 6856
 Page : 2693

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 42-14-32-01-35-0030	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill

(Lienor's Name)

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

(Lienor's Address)

And in accordance with a service with Dukeroo LLC

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Grass and weeds over 12 inches, trash and littler, harborage for vermin Case #4322875

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

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

S 90 FT OF LOT 3 EXC ROAD BLK 35 M & C HOLLY HILL MB 2 PG 90

PER OR 1729 PG 1023 PER OR 5369 PG 3595 PER OR 5400 PG 2646

163 Ridgewood Ave, Holly Hill, FL 32117

owned by Dukeroo LLC

of a total value of Two Hundred Fifty Dollars (\$29,180.00)

of which remains unpaid as of first notified of the items on May 09, 2013 There is a continual accumulation of daily fines of \$250.00.



OKALEA CINCELLI
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# EE114396
 Expires 7/20/2015

Lienor: City of Holly Hill
 By [Signature] (Agent)
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 10 day of May

2013

[Signature]
 Notary Public

Attachment: 163 Ridgewood Ave (2) (DOC-2019-6 : Request for Code Enforcement Lien Reduction - 163 Ridgewood Ave)

Instrument# [REDACTED] # 2
 Book : 6856
 Page : 2694

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

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

**Parcel No. 44-14-32-01-35-0030
 Case No. 4322875**

-vs-

Duckeroo LLC. Owner(s)
 Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 16th day of January 2013, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 163 Ridgewood Ave. Holly Hill 32117 has been cited for 26-61 (1) Grass and weeds over 12 inches, 26-61 (2) Trash, 26-61 (3) Any condition which provides harborage for rats, mice, snakes, and other vermin.

CONCLUSIONS OF LAW

That the Respondent(s) are in violation of Holy Hill Zoning and Ordinances: 26-61 (1) Grass and weeds over 12 inches, 26-61 (2) Trash, 26-61 (3) Any condition which provides harborage for rats, mice, snakes, and other vermin.

ORDER

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

For the violation of 26-61 (1) Grass and Weeds over 12 inches, Respondent has five days to bring property into compliance. If property is not brought into compliance a fine of

Instrument# 2013-091775 # 3
 Book : 6856
 Page : 2695
 Diane M. Matousek
 Volusia County, Clerk of Court

seventy five (\$75.00) dollars per day for each and every day the property is not in compliance.

For the violation of 26-61 (2) Trash and Debris, Respondent has five days to bring property into compliance. If property is not brought into compliance a fine of seventy five (\$75.00) dollars per day for each and every day the property is not in compliance.

For the violation of 26-61 (3) Any condition which provides harborage for rats, mice, snakes, and other vermin, Respondent has five days to bring property into compliance. If property is not brought into compliance a fine of one hundred (\$100.00) dollars per day for each and every day the property is not in compliance.

DONE AND ORDERED this 1 day of February 2013, at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL
 CODE ENFORCEMENT

By, John A. Pascucci
 John A. Pascucci, Special Magistrate

Attest: ORC J. WELLS # 217
 Code Enforcement Official

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 1 day of February, 2013 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

- Ms. Jennifer Schiavoni Registered Agent
 Dukeroo LLC.
 15 Sunset Blvd
 Ormond beach, Florida 32176

ORC J. WELLS # 217
 Code Enforcement Official



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

7.1

MEETING DATE: August 13, 2019
FROM: Stella Gurnee
SUBJECT: SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2019-O-3018
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission of the City of Holly Hill contracted Stantec to perform a water and sewer rate study. This agreement was signed June 27, 2018. The City Commission has reviewed the Water and Sewer rate study conducted by Stantec, which is attached to this agenda item. The principal objectives or components of the Study were as follows:

Revenue Sufficiency Analysis - Develop a multi-year financial plan for the City's water and sewer systems that will determine the level of annual revenue required to satisfy projected annual operating and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations - Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, and allocating revenue requirements to water and sewer systems.

Rate Structure Analysis - Review the City's existing rate structure and develop modifications, as appropriate, to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

On April 9, 2019 and April 23, 2019, Stantec met with City Commission for a work session to discuss potential modifications to the Holly Hill Water and Sewer Utility rates as well as future revenue requirement needs. The findings of the study determined the rate increases projected to provide sufficient funds for operations and infrastructure spending. Note, the City's water and sewer utilizes enterprise fund operations. The Enterprise Funds are separate from the City's General Fund activities such as parks, streets, public safety, etc. Enterprise fund operations are designed to operate like a business with fees and charges, they are set at a sufficient rate to cover the operating and capital infrastructure costs necessary to manage the water and sewer facilities. The water and sewer enterprise funds face a critical cash flow shortage that will challenge the system's ability to meet its capital requirements. The rate revenue is currently not sufficient to meet operations and capital expenses. The City, its staff, and its customers are collectively responsible for generating sufficient revenues to operate, maintain, and safeguard the important

water system infrastructure that is essential to support the health and safety of our community.

FISCAL

ANALYSIS:

The study outlines a rate structure that is designed to satisfy projected annual operating and capital costs while maintaining adequate reserves. City Staff has provided significant review and input into the Stantec and recommendations over the past several months.

It is recommended to increase water and sewer rates by 5.5% in FY 2020-2025. A full review of the proposed water rate changes are presented in the attachments.

A Resolution reflecting the new rates will be provided at the public hearing meeting on August 13, 2019.

STAFF RECOMMENDATION:

Accept the report as provided by Stantec and approve the Ordinance as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE THE SECOND READING OF ORDINANCE 3018, AMENDING SECTION 70-125, SECTION 70-276, AND SECTION 70-277 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE RATES AND METHODOLOGY FOR CHARGING WATER AND SEWER FEES.

ATTACHMENTS:

- Holly Hill utility rate study draft report (2) (PDF)

HISTORY:

07/23/19

City Commission

APPROVED AT 1ST READING

Next: 08/13/19

Mayor Via opened public participation. No one spoke.

Ordinance No. 2019-3018**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-125, SECTION 70-276, AND SECTION 70-277 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE RATES AND METHODOLOGY OF CHARGING WATER AND SEWER FEES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW SECTION CHAPTER 70 "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY"; REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT" AND SECTION 70-277 "ESTABLISHMENT" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its Water system usage charges by the repeal of its current Chapter 70 "Utilities", Article IV "Water System", Division 2 "Extensions", Section 70-125 "Usage charges generally", of the City's Utilities Code, and replacing it with a new Chapter 70 "Utilities" Division 2 "Extensions", Article IV "Water System", Section 70-125 "Usage charges generally"; and

WHEREAS, the City of Holly Hill deems it in the best interest of the City of

Holly Hill to revise its Sewer system usage charges by the repeal of its current Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment”; and

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Utilities Code; and

WHEREAS, by providing for provisions that the usage charges be adopted by meter size, the fee schedule will conform to currently accepted national and local industry standards, increases equity among customer classes, enhances affordability to low volume users, promote resource conservation and improve the ease of understanding; and

WHEREAS, the revised Chapter 70, “Utilities”, includes adopted reference that the usage fee structure for Utilities will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

WHEREAS, the City Commission of the City of Holly Hill, Florida finds that the revised Chapter 70, “Utilities” maintains a sound and sustainable financial plan for the city.

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

SECTION 1. Legislative Findings and Intent. Chapter 70 “Utilities”, Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”, is hereby amended by repealing the existing Chapter 70 “Utilities”, Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”; to read as follows:

Sec. 70-125 Usage charges generally

(a) Monthly use rate and other charges. City water customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:

(1) Base charges. The base charges, determined by meter size, customer category (single-family

- residential, multifamily residential unit, and non-residential) and number of occupancy units, shall be established by resolution of the City Commission.
- (2) *Volume charges.* Volume charges, determined by gallons used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.
- (3) *Renewal and replacement fee.* The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.
- (4) *Other charges.* The city commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method of billing and any other fees and charges required by this article.
- (b) In the case of multiple occupancy units served by a single meter, each occupancy unit shall be considered a separate customer for purposes of establishing a minimum monthly base charge and a renewal and replacement fee. As used herein, an occupancy unit shall be defined as a structure, or separated part of a structure, with plumbing connections sufficient to enable the occupant to obtain potable water from, or return waste to, the municipal water and sanitary sewer system. Each connection, either individual outlet or individual return or combination thereof, shall be treated as a separate occupancy unit unless the occupant can demonstrate that the actual use of the multiple connections within a given structure are under the exclusive control of a single person. In case a meter is installed in the potable water connection to each individual occupancy unit, each monthly bill for water furnished to such unit shall be based on the above-mentioned minimum monthly base fee and shall include the renewal and replacement fee. In case a single meter is installed in the water connection to two or more such units, each monthly bill for water furnished shall be rendered for an amount not less than the above minimum monthly bill for each occupancy unit served, together with the above-mentioned volume charges for water plus the renewal and replacement fee per unit. This multiple unit provision shall apply to users of the potable water system..
- (c) The monthly potable **water minimum charge (renewal and replacement fee)** base charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (renewal and replacement fee) shall be levied in the amount as provided and established by resolution of the City Commission.
- (d) Residents of the City of Ormond Beach shall be charged the same rate as residents of the City of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (e) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the potable water usage charges (base rate, and volume charges) shall be increased by a percentage equal to 5.5%.
- (f) In addition to the adjustment provided in subsection (e) above, the City Commission may review the potable water rates as appropriate and adjust the potable water rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.
- (g) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the water system, it shall pay for the use of such services and facilities at the established rates, and all water used by the city for municipal purposes shall be measured by meter, and the water service charges paid by the city.

SECTION 2. Legislative Findings and Intent. Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, is hereby amended by repealing Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division

17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment” and replacing it with a new Chapter 70 “Utilities” Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” , Section 70-126 “Establishment”; to read as follows:

DIVISION 17. - SEWER SERVICE CHARGES^[8]

Sec. 70-276. - Establishment.

(a) Monthly use rate and other charges. City sewer customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:

(1) Base charges. The base charges, determined by meter size, customer category (single-family residential, multifamily residential unit, and non-residential) and number of occupancy units, shall be established by resolution of the City Commission.

(2) Volume charges. Volume charges, determined by gallons of water used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.

(3) Renewal and replacement fee. The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.

(4) The rate charged by the city for high volume water users, purchasers of over 100,000 gallons of water per month, shall be determined based on the following formula:

(a) For the first 100,000 gallons of water purchased per month the current sewer rate will be applied to the number of gallons of water purchased to determine the sewer charge:

(b) If a user purchases more than 100,000 gallons of water per month, the current sewer rate will be applied to only the number of gallons of sewage actually returned for treatment:

(c) The difference between the number of gallons of water purchased each month and the number of gallons of sewage returned for treatment each month for high volume water purchasers (in excess of 100,000 gallons per month) shall be charged a rate equal to 20 percent of the current sewer rate, provided, however, that in no event shall the total monthly charge for sewer service be less than 60 percent of the charges which would have been incurred by non high-volume waterpurchasers.

(d) subsection (3) of this subsection, such owner, tenant or occupant shall install a city approved meter so that the amount of sewage flow can be determined. This meter shall be calibrated annually to insure the accuracy of the readings. All costs associated with the installation and calibration are the responsibility of owner, tenant or occupant. The owner, tenant or occupant shall enter into an agreement with the city which shall include the above- described responsibilities of the owner, tenant or occupant.

(5) Other charges. The City Commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method

(b) Occupancy unit for the purpose of sewer charges shall be defined in the same manner as occupancy unit for water usage shown in Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally” (b).

(c) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established

rates, and all water used by the city for municipal purposes (other than water which does not enter the sewer system of the city) shall be measured by meter, and the sewer service charges paid by the city.

- (d) The monthly sewer service charges (base and renewal and replacement) shall not be suspended during vacation periods or such periods of time that a property is vacated.
- (e) Residents of the City of Ormond Beach shall be charged the same rate as residents of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (f) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the sewer usage charges (base rate and volume charges) shall be increased by a percentage equal to 5.5%.
- (g) In addition to the adjustment provided in subsection (e) above, the city commission may review the sewer rates as appropriate and adjust the sewer rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.
- (h) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established rates, and all sewer used by the city for municipal purposes shall be measured by water meter, and the water charges paid by the city.

Sec. 70-276. - Reserved.

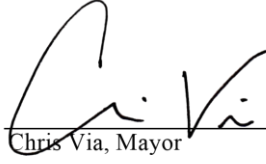
State Law reference- User fees authorized, F.S. § 166.201.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall become effective October 1, 2019.

**APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019
for second reading.**



Chris Via, Mayor

8/13/2019



Valerie Manning, City Clerk, CMC

8/13/2019



City of Holly Hill, FL

Water and Sewer Rate Study – Draft Report

July 2, 2019





July 2, 2019

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

Re: Water and Sewer Rate
Study –Draft Report

Dear Mr. Forte,

Stantec Consulting Services Inc. is pleased to present this Draft Report of the Water and Sewer Rate Study (Study) that we performed for the City of Holly Hill, Florida (City). We appreciate the fine assistance provided by you and all of the members of the City staff who participated in this Study.

If you or others at the City have any questions, please do not hesitate to call me at (904) 247-0787 or email me at michael.burton@stantec.com. We appreciate the opportunity to be of service to the City and look forward to working with you again in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Burton".

Michael Burton
Vice President Financial Services

4651 Salisbury Road, Suite 350
Jacksonville, Florida 32256
(904) 247-0787
michael.burton@stantec.com

Enclosure

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Executive Summary presents an overview of the results of the Water and Sewer Rate Study (Study) that was conducted for the water and sewer systems of the City of Holly Hill (City or Utility) by Stantec.

1.2 OBJECTIVES

The principal objectives or components of this Study are as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City's water and sewer systems that will determine the level of annual revenue required to satisfy projected annual operating and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations – Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, and allocating revenue requirements to water and sewer systems.

Rate Structure Analysis – Review the City's existing rate structure and develop modifications, as appropriate, to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

1.3 REVENUE SUFFICIENCY ANALYSIS

Working with City staff, Stantec evaluated the sufficiency of the City's revenues to meet all of its current and projected financial requirements over a 10-year projection period (FY 2019 – FY 2028) and determined the level of rate revenue adjustments necessary in each year of the projection period to provide sufficient revenues to fund all of the Utility's cost requirements. We thoroughly discussed the base data and assumptions of the analysis with City staff and reviewed several alternative rate adjustment scenarios for the Utility. Through this process we identified the plan of annual water and sewer rate adjustments.

The recommended rate revenue adjustments are based upon the revenue and expense information, beginning balances, and assumptions as described in Section 2 of this report. Appendix A includes detailed schedules presenting all components of the financial plan.

Based on our analysis, current water and sewer rate revenue are not sufficient to cover operating and capital costs through the Study period. The five-year rate revenue adjustment plan for the water and sewer systems is presented in the following table. In FY 2019 the City implemented a rate increase of 3.0% in water and sewer rates.

Table 1.1 Revenue Adjustments

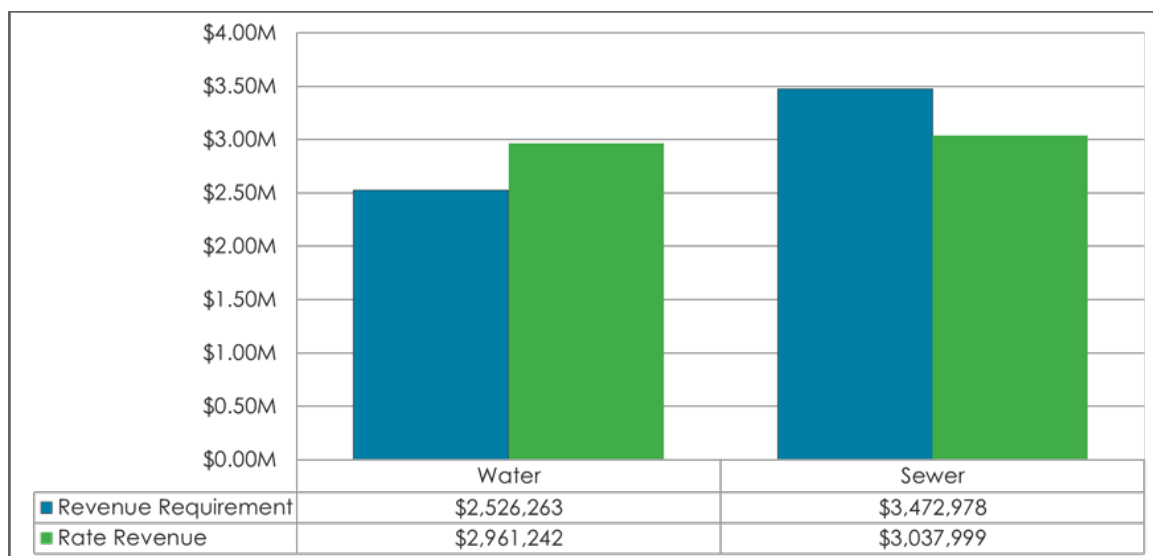
FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
5.5%	5.5%	5.5%	5.5%	5.5%

1.4 COST OF SERVICE ALLOCATIONS

Stantec performed a cost of service allocation (COSA) based on FY 2020 revenue requirements to determine the costs of the Utility for each of the water and sewer systems to ensure adequate cost recovery by each system.

The results of the COSA are summarized in the following table and confirm that the City's current rate structures are generally reflective of current cost of service requirements. As can be seen in Table 1.2, there are some modest differences between the cost of service results and current revenue recovery for water and sewer. There are no recommendations of redistributing revenue requirements between the water and sewer systems given the following dynamics:

1. The results of the COSA show that the current rate revenue is generally aligned with each systems revenue requirements
2. Cost of service results can vary over time and the level of difference in this case may change due to variations in cost and revenues from year to year
3. The majority of customers are served by both systems and would be relatively unaffected by redistributing revenue requirements among each system

Table 1.2 Cost Recovery Summary

1.5 RATE STRUCTURE REVIEW

Stantec reviewed the City's current water and sewer rate structure, and while we conclude that it is generally fair and equitable, we do recommend modifications to the rate structure to better align with the City's objectives and accepted rate making practice.

We recommend the following:

1. Remove 2,000 gallons usage allowance from water and sewer monthly base charges.
2. Scale non-residential base charges by meter size.
3. Charge multifamily per unit monthly base charge 95% of residential charge, as a result of customer characteristic analysis.
4. Add new tiers for the water inclining block rate structure to enhance affordability for essential domestic use in the first tier and adjust the volume included within the remaining tiers.
5. Adjust the pricing of each of the water inclining block rate structure for the residential customer classes to enhance affordability for essential domestic use and to further promote conservation for higher discretionary use.
6. Scale the tier sizes for the non-residential customer class based on meter size capacity ratios outlined by American Water Works Association (AWWA). This considers that customers with larger meter sizes may exhibit higher average usage per month when compared to customers with a ¾-inch meter.
7. Add an essential use tier to the sewer inclining block rate structure for residential customers to enhance affordability. Apply a single volume rate to all metered water for sewer service to non-residential customers.

Tables 1.3 and 1.4 show the FY 2020 recommended water and sewer rate schedules for residential, non-residential, and multifamily customer classes, inclusive of the 5.5% rate recommendation from the Revenue Sufficiency Analysis.

Table 1.3 Recommended Water Rate Schedule**Fixed Monthly Charge**

Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit
MF Units	0.95 ¹	N/A	N/A	\$7.91
3/4"	1.00	\$8.37	\$8.37	N/A
1"	1.67	\$8.37 ²	\$13.95	N/A
1 1/2"	3.33	\$27.90	\$27.90	N/A
2"	5.33	\$44.64	\$44.64	N/A
3"	14.50	\$121.38	\$121.38	N/A
4"	25.00	\$209.27	\$209.27	N/A
6"	53.33	\$446.44	\$446.44	N/A
8"	93.33	\$781.27	\$781.27	N/A
10"	140.00	\$1,171.91	\$1,171.91	N/A

Volumetric Rates (\$ per thousand gallons)

Tier (gallons)	Residential	Non-Residential	Multifamily*
0 - 2,000	\$3.98	\$7.95	\$3.98
2,001 - 5,000	\$7.95	\$7.95	\$7.95
5,001 - 10,000	\$9.15	\$9.15	\$9.15
10,001 - 15,000	\$9.94	\$9.15	\$9.94
Over 15,000	\$10.74	\$9.15	\$10.74

* Multifamily tiers scaled by number of units

Table 1.4 Recommended Sewer Rate Schedule**Fixed Monthly Charge**

Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit
MF Units	0.95 ¹	N/A	N/A	\$11.35
3/4"	1.00	\$12.01	\$12.01	N/A
1"	1.67	\$12.01 ²	\$20.01	N/A
1 1/2"	3.33	\$40.03	\$40.03	N/A
2"	5.33	\$64.05	\$64.05	N/A
3"	14.50	\$174.13	\$174.13	N/A
4"	25.00	\$300.22	\$300.22	N/A
6"	53.33	\$640.48	\$640.48	N/A
8"	93.33	\$1,120.84	\$1,120.84	N/A
10"	140.00	\$1,681.26	\$1,681.26	N/A

Volumetric Rates (\$ per thousand gallons)

Tier (gallons)	Residential	Non-Residential	Multifamily*
0 - 2,000	\$3.09	\$9.35	\$3.09
Over 2,000	\$9.35	\$9.35	\$9.35

* Multifamily tiers scaled by number of units

¹ The multifamily meter factor units are based upon a demand analysis of average multifamily unit demand as a proportion of average single family unit demands.

² An analysis of existing residential 1" meters revealed that the sizing of those meters was circumstantial and, as such the single family fixed monthly charge was set equal to that of a 3/4" meter.

2. INTRODUCTION

Stantec Consulting Services Inc. conducted a comprehensive rate study (Study) for the water and sewer systems of the City of Holly Hill (hereafter referred to as the “City” or “Utility”). This report presents the objectives, approach, methodologies, source data, assumptions, as well as the findings and recommendations of the Study.

2.1 BACKGROUND

The City of Holly Hill, Florida (City) provides water and sewer service to over 7,700 customer accounts. The costs for providing these services are accounted for within in a single enterprise fund and are funded through rates, fees, and other charges paid by customers for services rendered.

2.2 OBJECTIVES

The principal objectives of this Study were as follows:

Revenue Sufficiency Analysis – Conduct a revenue sufficiency analysis by developing and populating a multi-year forecasting model for the City’s water and sewer systems to determine the level of annual revenue required to satisfy the systems’ projected annual operating, debt service, and capital cost requirements as well as maintain adequate reserves.

Cost of Service Allocations – Complete cost of service allocations by reviewing test year revenue requirements, assessing billing determinants, allocating revenue requirements to water and sewer and fixed and variable components.

Rate Structure Analysis – Review the City’s existing rate structure and develop modifications, as appropriate, to ensure that the City’s rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives.

3. REVENUE SUFFICIENCY ANALYSIS

3.1 DESCRIPTION

This section presents the financial management plan and corresponding plan of water and sewer rate adjustments developed in the revenue sufficiency analysis (RSA) that was conducted as part of the Study. The following sub-sections of the report present a description of the source data, assumptions, and results of the RSA, while Appendix A include detailed supporting schedules for the financial management plans identified herein for the water and sewer systems.

During the RSA, we reviewed several alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs or assumptions upon key financial indicators via graphical representations, summarizing the results of the forecasting model under assumed conditions. In this way, we incorporated local information and management input as we developed the recommended financial management plan for the Utility and the resulting plan of water and sewer rate revenue adjustments presented in this report. The result is a financial plan that makes use of the City's current and best assumptions and data to satisfy the Utility's revenue requirements over a multi-year projection period while meeting key financial performance objectives and minimizing rate adjustments to the greatest extent possible.

In order to initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its water and sewer system, as well as historical customer counts and volume data by class of customer. We also obtained the City's multi-year capital improvement program (CIP). We also counseled with City staff regarding other assumptions and policies that would affect the performance of the Utility, such as trends in demands, planned developments/customer growth, debt coverage and fund reserve levels, capital funding sources, earnings on invested funds, escalation rates for operating costs, etc.

All of this information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS-XL) interactive modeling system. This module of FAMS-XL produced a ten-year projection of the sufficiency of the revenue provided by the current rates of each system to meet current and projected financial requirements.

The revenue sufficiency and financial planning module of FAMS-XL utilizes all projected available funds in each year of the projection period to pay for capital projects. The model is set up to reflect the rules of cash application as defined and applied by City staff, and it produces a detailed summary of the funding sources to be used for each project in the CIP.

3.2 SOURCE DATA

The following presents the key source data relied upon in conducting the RSA:

Beginning Fund Balances

The FY 2017 Comprehensive Annual Financial Report (CAFR) and supporting trial balance schedules provided by City staff were used to establish beginning FY 2018 balances.

Revenues

The revenues utilized in the RSA reflect an evaluation of multiple years of historical results, FY 2017 and FY 2018 actual results and FY 2019 Proposed Budget. Revenues consist of rate revenue, interest income, and other minor revenue from miscellaneous service charges. Rate revenue is based upon the FY 2017 unaudited actual results, adjusted annually based upon assumed rate revenue adjustments as well as changes in both customer accounts and billed volumes. The FY 2019 budget was used in FY 2019 onward to project all other revenues amounts, excluding interest income (which was calculated annually based upon projected average fund balances and assumed interest rates).

Operating Expenditures

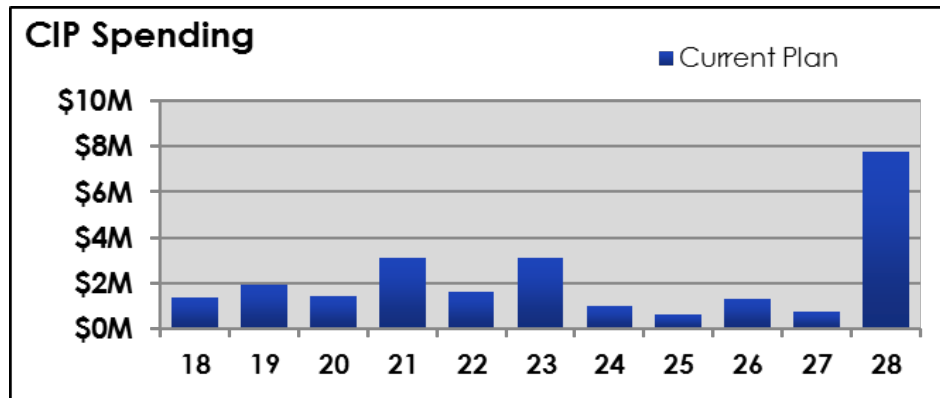
The Utility's operating expenditures include all operating and maintenance expenses, transfers and minor capital outlay. The RSA based the operating expenditure projections on the individual expense categories and expenses amounts contained in the FY 2019 Proposed Budget, adjusted annually thereafter based upon assumed cost escalation factors. These were reviewed with City staff.

Debt Service

The annual debt service schedules for existing debt, including revenue bonds, Clean Water State Revolving Fund loans, and a short-term bank loan, were provided by City staff and included in the RSA. The RSA also includes estimated debt service and corresponding payments calculated by the model.

Capital Improvement Program (CIP)

City staff provided the multi-year CIP in project level detail from FY 2019 through FY 2028. In total, the CIP from FY 2019 through FY 2028 is approximately \$25.3 million, consisting of \$12.4 million and \$12.9 million in water and sewer projects, respectively. The graph below illustrates the total annual CIP spend. A list of projects and costs by year is included on Schedule 4 of Appendix A.

Table 3.1 Utility Capital Improvement Program Spending

3.3 ASSUMPTIONS

The following presents the key assumptions utilized in the conduct of the RSA.

Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and our industry experience. The specific escalation factors assumed for the various categories of expenses can be found on Schedule 2 of Appendix A.

Interest Earnings

The RSA reflects assumed interest earning rates of 0.50% in FY 2018 and FY 2019, 0.75% in FY 2020 and FY 2021, and 1.00% in FY 2022 and each year thereafter.

Customer Growth & Volume Forecast

New connection and billed volume growth projections were based upon a review of historical data for each customer class from FY 2015 through FY 2017, observance of local environmental and economic conditions, and discussions with staff regarding the anticipated number of new service connections to the City and trends in water demands.

The following table presents the assumed account growth for the water and sewer systems. The assumed growth is used in forecasting increases in monthly base facility charge revenue and billed demands associated with system growth.

Table 3.2 Water & Sewer Account Growth Schedule

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water											
Accounts	7,775	7,779	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814
Account Growth	0	4	4	4	4	4	4	4	4	4	4
Total Water Accounts	7,775	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814	7,818
Sewer											
Accounts	7,186	7,190	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222
Account Growth	0	4	4	4	4	4	4	4	4	4	4
Total Sewer Accounts	7,186	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222	7,226

It is assumed that no change will occur in average usage per account much like the recent past.

Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. These balances are maintained in order to meet short-term cash flow requirements and also minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration of developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community as a whole place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e. when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur as a result of natural disasters or unanticipated system failures.

The City currently has financial policies in place that state targeted reserve balances. Financial policies should articulate how to determine the adequacy of the reserve fund balances and how the balances will be used. It is important to note that once reserve targets are established, they should be reviewed annually during the budgeting process to monitor current levels and assure conformance with stated policies and practices. Decisions can be made to maintain, increase, or spend down the reserve balances, as appropriate, depending upon the impact of such decisions to the upcoming budget period.

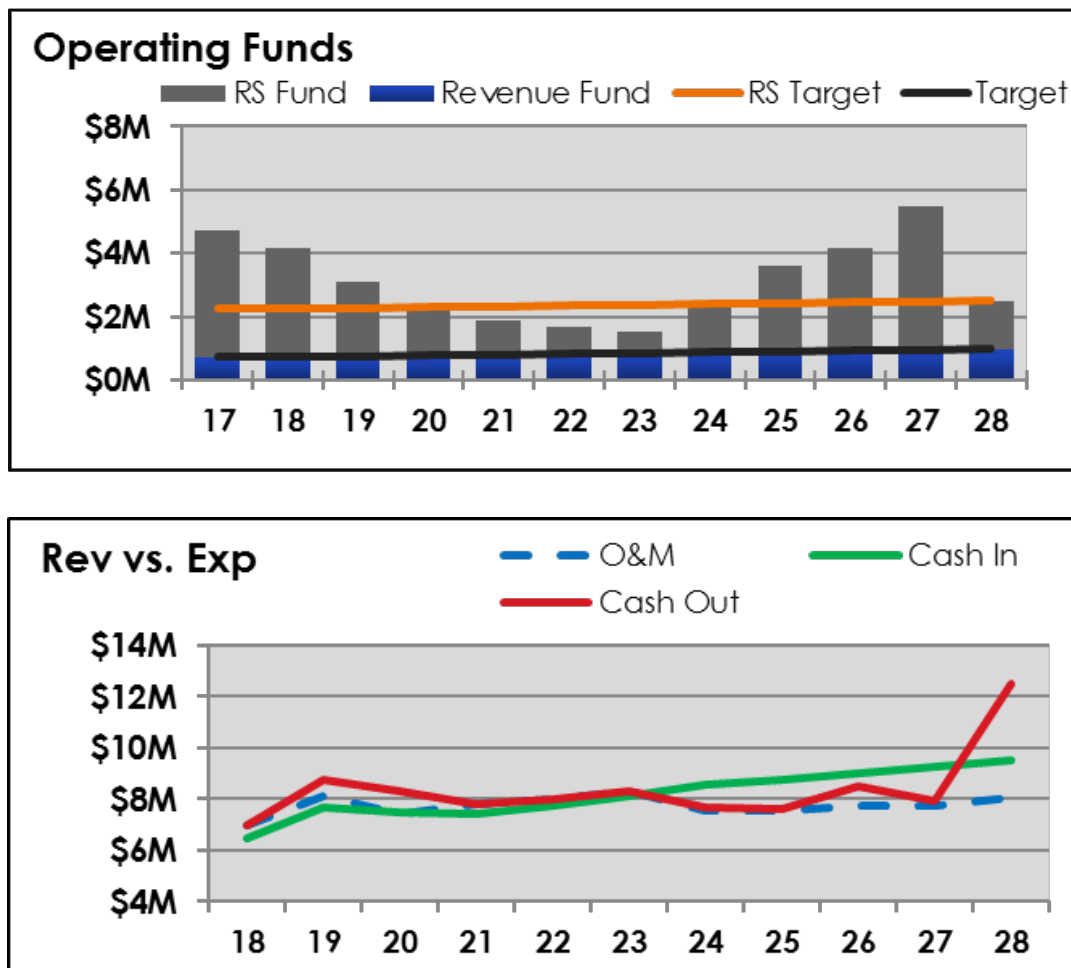
Moreover, a utility should review the approach used to establish reserve balances every three to five years. This time frame is appropriate given that debt levels and capital infrastructure activity can vary during this time, which would have an effect on the appropriate level of reserve balances. This type of review allows for the philosophy of establishing reserve targets to be modified to better reflect existing conditions and issues.

The financial management plans presented in this report assume that the City will maintain a minimum Operating Fund balance or reserve of 20% of total budgeted operating expenses. This level of reserve is consistent with 1) our industry experience for similar systems and 2) the findings of reserve studies

conducted by the American Water Works Association (AWWA). In addition to the Operating Fund balance reserve, the City also aims to maintain an additional \$1.5 million represented in a Rate Stabilization Fund.

In Table 3.3 below, the two target balances are shown which would allow the City to draw down reserves temporarily below the higher target while maintaining reserves above the lower target balance if such a need arises. The reserve balances in the first chart in the table are a function of the difference in the “cash in” and “cash out” lines in the second graph. When “cash out” exceeds “cash in” reserve balances are drawn down to fund the cash flow deficit. Conversely, when “cash in” exceeds “cash out” reserve balances increase by the amount of the excess cash flow.

Table 3.3 Projected End of Year Reserves & Annual Cash Flows

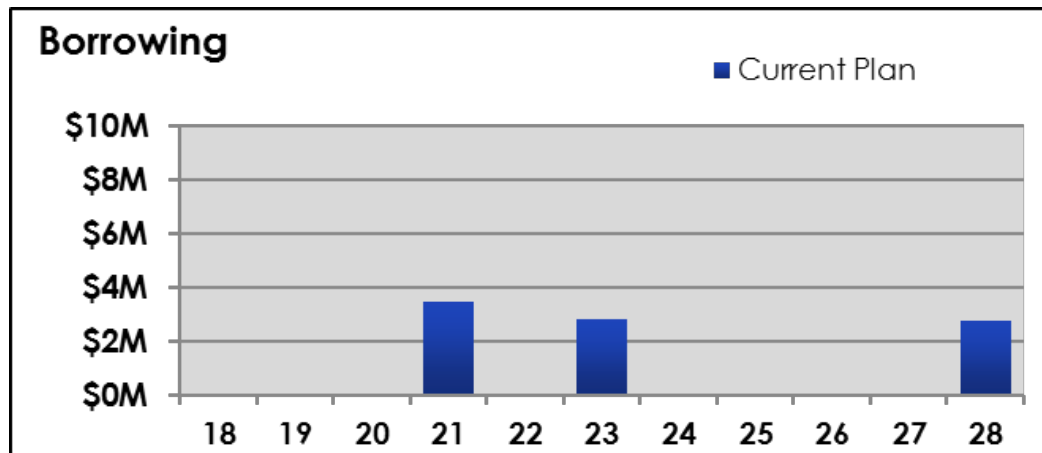


Future Borrowing & Capital Funding

To the extent that any new debt is required during the projection period, the RSA assumes Revenue Bonds (RB) would be utilized and it would be issued for a 30-year term at an interest rate of 4.50% in FY

2020 through FY 2022 and a 5.00% interest rate thereafter. Table 3.4 illustrates the projected annual borrowing needed to fund capital.

Table 3.4 Projected Borrowing for Capital Improvement Plan Funding



Debt Service and Coverage

One of the most important covenants the City makes relative to the issuance of debt is that its annual net revenues will be at least 1.20 times greater than its senior lien debt service requirements, and 1.15 times greater than its subordinate debt service expenses.

It is important to note that these revenue covenants (often referred to as debt service coverage requirements) represent the City's minimum requirements. Should the City be unable to meet these requirements, it could be found in technical default. This would result in the City facing a potential downgrade in its credit rating, which would likely increase the interest rate and terms of any future financing initiatives. As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level so as to ensure compliance with these type of covenants in the event future projections of revenue and expenses do not occur as predicted (due to extended drought conditions, unanticipated capital requirements or operating cost increases, natural disasters, etc.). As such, the financial management plan presented herein for the water and sewer system reflects a minimum debt service coverage ratio for senior lien debt that is greater than 1.50 and greater than 1.25 for subordinate debt throughout the projection period, which is indicative of a financially healthy or strong utility system per the evaluation criteria published by each of the major municipal utility rating agencies.

3.4 RESULTS

This Study evaluated the adequacy of current water and sewer revenues to meet the Utility's financial requirements over a multi-year projection period as described above. Based upon the data, assumptions, and policies presented herein, the Study concludes that current levels of water and sewer revenues are not sufficient to meet future revenue needs. As such, the RSA developed a financial management plan and corresponding plan of water and sewer rate revenue adjustments of a 3.0% increase in FY 2019

(already implemented by City), 5.5% annual increases from FY 2020 – FY 2024, and 3.0% increases in FY 2025 and thereafter. The five-year rate revenue adjustment plan for the water and sewer systems are presented in Table 3.5.

Table 3.5: Revenue Adjustments

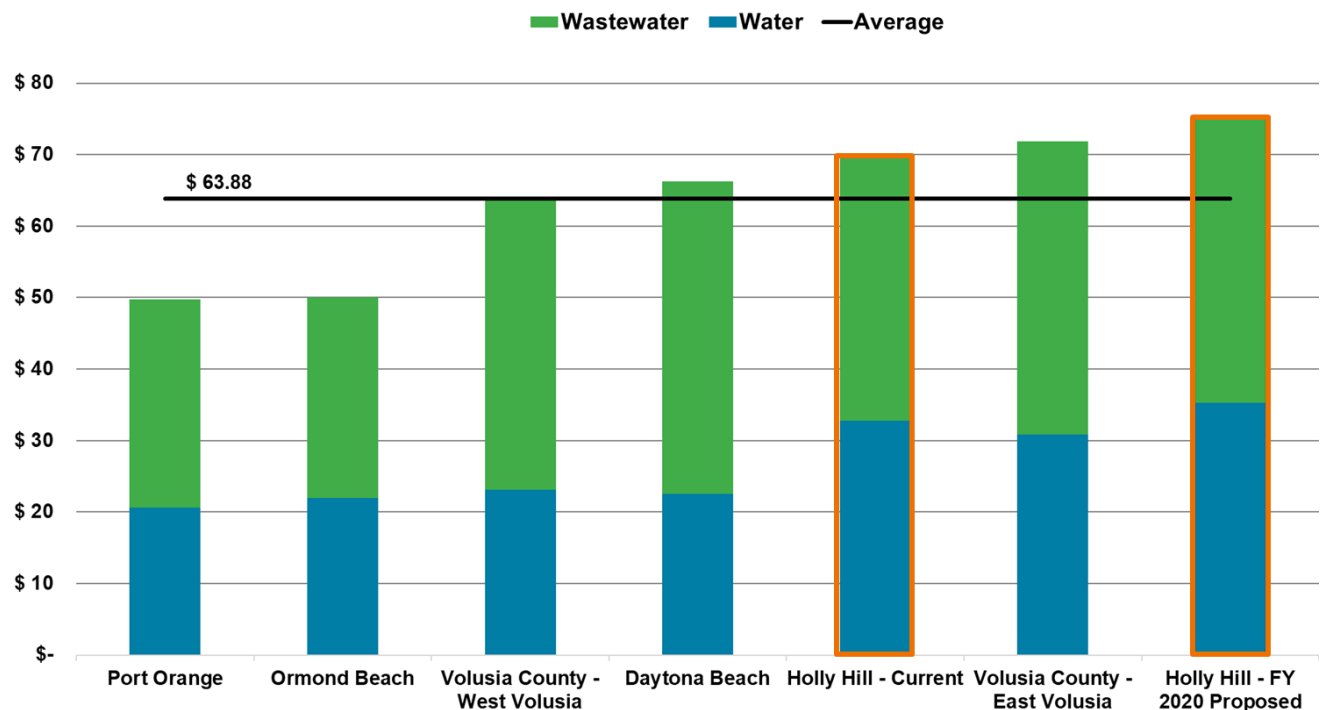
FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
5.5%	5.5%	5.5%	5.5%	5.5%

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Utility.

3.5 RATE SURVEY

Stantec performed a rate survey of similar surrounding utilities to identify how the City's current FY 2019 and proposed FY 2020 rates compare to the current FY 2019 rates of like utilities at an average retail billed usage amount of 4,000 gallons. The results of this survey can be found in the below graph. While these results show the FY 2020 proposed rates to be at the highest end of the survey, the graphic does not account for FY 2020 rate increases for the surveyed utilities. Due to the level of fixed costs and the limited number of customer accounts, Holly Hill is unable to take advantage of economies of scale.

Table 3.6 Water & Sewer Bill Survey at 4,000 Gallons per Month



4. COST OF SERVICE ALLOCATION

The purpose of a cost of service allocation (COSA) is to determine the costs of the Utility for each of the water and sewer systems to ensure adequate cost recovery by each system. The following section presents a detailed description of the COSA methodology utilized in the Study and the corresponding results.

Costs were provided by cost categories as outlined in the Utility's FY 2019 budget. The costs were then distributed to the appropriate system: water or sewer. These costs were then compared to respective revenues to determine if the revenues for each service are reflective of the current cost of service.

4.1 DESCRIPTION

The COSA was based upon the Utility's FY 2020 revenue requirements as outlined in the RSA and included the following steps:

- 1) Identify the costs of the Utility by cost category.
- 2) Determine the appropriate allocation of revenue requirements to each system.
- 3) Allocate non-rate revenue.

It should be noted that cost of service studies reflects the analysis of conditions during a test year, selected to provide a normalized set of circumstances regarding key factors such as operating and capital costs, consumption patterns and revenues, weather influences, and other factors. Because cost of service studies reflects the influences of changing technologies, regulatory requirements, system development, and customer behavior, the results tend to change over time. For this reason, the process is generally used to provide direction and benchmarks for establishing rates rather than as a direct tool to set rates.

4.2 COMPONENTS OF THE ANALYSIS

The following presents the steps utilized in the COSA:

Step 1: Cost Category Identification

The operating expenses, debt service, and cash-funded capital requirements within the water and sewer systems were distributed to specific activities of service as identified by the City's budget cost centers:

- Water & Sewer Admin
- Water Utility
- Sewer Services
- Admin & Non-Departmental

Step 2: Establish Basis of Allocation Factors

Costs within each category were then allocated among the water and sewer systems. The following allocations were reviewed in developing the basis of allocation factors:

- Water Only
- Sewer Only
- Accounts
- 5-Year CIP
- Weighted Expense
- Weighted Revenues

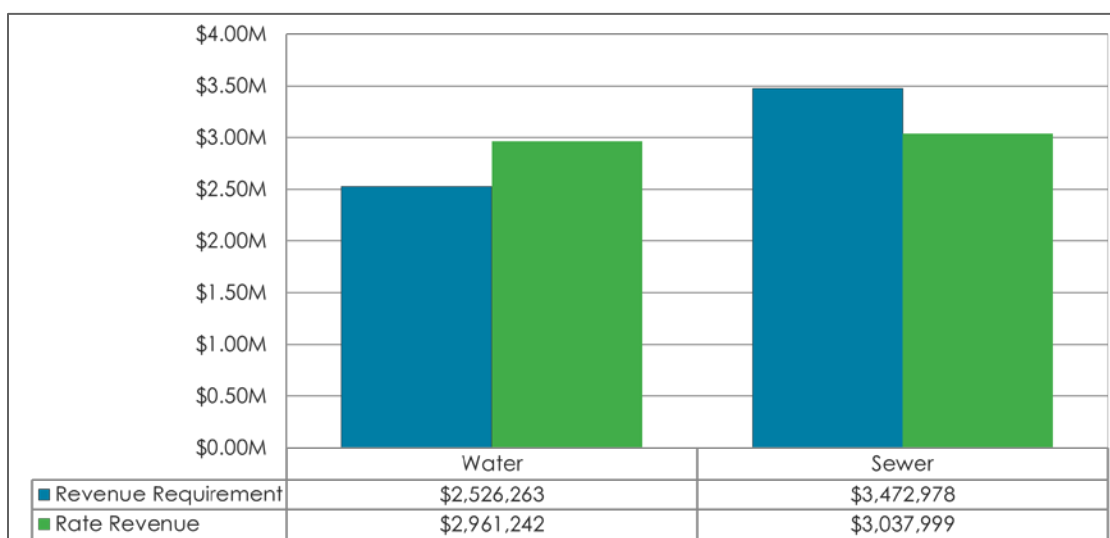
Step 3: Allocation of Non-Rate Revenue

Non-rate revenues were then allocated to each utility system, serving to offset the Utility's gross annual costs that would otherwise need to be recovered by user rates. Each revenue item is allocated either directly to the water or sewer, or on a percentage basis of rate revenue allocation by system.

4.3 RESULTS

The results of the COSA are summarized in the following table and confirm that the City's current rate structures are generally reflective of current cost of service requirements. As can be seen in Table 4.1, there are some modest differences between the cost of service results and current revenue recovery for water and sewer. There are no recommended differential rate adjustments for those two systems, as cost of service results can vary over time and the level of difference in this case may change due to variations in cost and revenues from year to year and the differential between revenues and cost in each system does not warrant an adjustment at this time in our opinion.

Table 4.1 Cost Recovery Summary



5. RATE STRUCTURE ANALYSIS

We have reviewed the City's current water and sewer rate structure, and while we conclude that it is generally fair and equitable, we do recommend modifications to the rate structure to address the following general objectives:

- i) Conformance to current accepted national and local industry practices,
- ii) Increase equity amongst customer classes,
- iii) Enhancing affordability to low volume users,
- iv) Promotion of resource conservation, and
- v) Improved ease of understanding.

The following sub-sections present a description of the basis of the recommended rate structure, supporting FY 2020 rate schedules, as well as the customer impacts of the FY 2020 rate recommendations. The recommended rate structure presented is intended for implementation on October 1, 2019, (at the start of FY 2020), and includes the recommended FY 2020 rate revenue increase of 5.5% identified in the RSA.

5.1 FIXED CHARGES

Common industry practice to recover costs is through a two-part rate structure comprised of both fixed and variable charges. It is generally accepted to recover a portion of the costs of the system in a fixed readiness-to-serve charge, recognizing that utilities have substantial investments in capacity-related costs and other fixed costs that are incurred year-round to maintain a state of readiness to meet peak demands of their customers when they occur. In addition, customer related costs, including billing, meter reading, and administrative expenses, also need to be recovered. Utilities incur these fixed costs regardless of the level of customer usage.

The City presently has uniform fixed charge for water service, regardless of customer class or meter size. Similarly, the City presently charges a monthly base facility charge per account for sewer service. Both the water and sewer monthly fixed charges include a 2,000 gallons usage allowance in the charge. We recommend that the City maintain the monthly base facility charge per account and unit for water and sewer service for residential and multifamily customers. However, for non-residential customers we recommend that the City implement water and sewer monthly base charges by meter size. In addition, we recommend the City remove any usage or volume allowance in its monthly base charge. The recommended monthly base charges should be charged to all accounts and multifamily units, regardless of occupancy status.

5.2 VOLUMETRIC CHARGES

Volumetric water and sewer charges are based upon metered water use, and for potable water, inclining block rate structures are increasingly common in many areas of the country, where water conservation is essential. Inclining block rate structures are intended to provide price incentives to reduce discretionary water use, notably outdoor irrigation. The City currently applies an inclining block water rate structure to all of its customers, while the volumetric sewer rate is uniform rate applied to metered water use over 2,000 gallons.

As it relates to the City's usage or volume-based rates, we recommend the following:

1. Add new tiers for the water inclining block rate structure to enhance affordability for essential domestic use in the first tier and adjust the volume included within the remaining tiers based upon recognition of residential usage profiles (see Section 5.3).
2. Adjust the pricing of each of the water inclining block rate structure for the residential customer classes to enhance affordability for essential domestic use and to further promote conservation for higher discretionary use.
3. Scale the tier sizes for the non-residential customer class based on meter size capacity ratios as outlined by the AWWA. This considers that customers with larger meter sizes may higher average usage per month than customers with a ¾-inch meter.
4. Add an essential use tier for residential customers to sewer inclining block rate structure to enhance affordability. Apply a single volume rate to all metered water for sewer service to non-residential customers.

5.3 RESIDENTIAL TIERED STRUCTURE ANALYSIS

Table 5.1 provides a summary of the residential water usage profile used to evaluate existing water use and to guide the appropriate sizing the first three tiers of the proposed inclining block rate structure presented above. The summary illustrates the development of the initial tier at 2,000 gallons per month, which is sufficient to provide an allowance for a small household's typical indoor domestic use of 58.6 gallons per capita per day, (from the Water Research Foundation), and an assumed 1.00 person per household. The second tier is representative of an average household, 2.37 persons per household in City from the U.S. Census Bureau, typical indoor use. The first two tiers essentially represent a standard "indoor use" allocation for a typical residential customer. The third tier then provides an allowance for the indoor domestic use of larger families (which may in some cases also be for modest amounts of outdoor uses by smaller families).

Table 5.1 Residential Indoor Consumption Analysis¹**Tiers By Household Size Indoor Consumption****Small Household Typical Indoor Usage**

Description	Value
People per Household	1.00
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	1,782
Usage Amount (Gal)	2,000

Average Household Typical Indoor Usage

Description	Value
People per Household	2.37
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	4,230
Usage Amount (Gal)	4,000

Large Household Typical Indoor Usage

Description	Value
People per Household	5.00
Typical Indoor Use (Gallons per Capita per Day)	58.6
Typical Essential Domestic Use (Gal/month)	8,912
Usage Amount (Gal)	9,000

¹Typical indoor use (gallons per capita per day) source: Water Research Federation:
Residential End Uses of Water Version 2, Executive Report, pg. 8

The next tier accommodates reasonable amounts of outdoor use for a typical property and the last tier is for all remaining usage. Table 5.2 is a comparison of current and recommended tier sizes.

Table 5.2 Tier Size Comparison

Description	Block Range				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Existing Holly Hill	2,001 - 15,000	Over 15,000	N/A	N/A	N/A
Recommended Holly Hill	0 - 2,000	2,001 - 5,000	5,001 - 10,000	10,001 - 15,000	Over 15,000

5.4 RECOMMENDED RATES AND BILL IMPACTS

Tables 5.3 and 5.4 show the recommended water and sewer rate schedules, respectively. It is important to note that the recommended rates presented herein includes the recommended FY 2020 rate revenue adjustment of 5.5% as presented in Section 3.

Table 5.3 Recommended Water Rate Schedule

Fixed Monthly Charge					Volumetric Rates (\$ per thousand gallons)			
Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit	Tier (gallons)	Residential	Non-Residential	Multifamily*
MF Units	0.95 ³	N/A	N/A	\$7.91	0 - 2,000	\$3.98	\$7.95	\$3.98
3/4"	1.00	\$8.37 ⁴	\$8.37	N/A	2,001 - 5,000	\$7.95	\$7.95	\$7.95
1"	1.67	\$8.37	\$13.95	N/A	5,001 - 10,000	\$9.15	\$9.15	\$9.15
1 1/2"	3.33	\$27.90	\$27.90	N/A	10,001 - 15,000	\$9.94	\$9.15	\$9.94
2"	5.33	\$44.64	\$44.64	N/A	Over 15,000	\$10.74	\$9.15	\$10.74
3"	14.50	\$121.38	\$121.38	N/A	* Multifamily tiers scaled by number of units			
4"	25.00	\$209.27	\$209.27	N/A				
6"	53.33	\$446.44	\$446.44	N/A				
8"	93.33	\$781.27	\$781.27	N/A				
10"	140.00	\$1,171.91	\$1,171.91	N/A				

Table 5.4 Recommended Sewer Rate Schedule

Fixed Monthly Charge					Volumetric Rates (\$ per thousand gallons)			
Meter Size	AWWA Meter Factor	Residential	Non-Residential	Multifamily per Unit	Tier (gallons)	Residential	Non-Residential	Multifamily*
MF Units	0.95 ³	N/A	N/A	\$11.35	0 - 2,000	\$3.09	\$9.35	\$3.09
3/4"	1.00	\$12.01 ⁴	\$12.01	N/A	Over 2,000	\$9.35	\$9.35	\$9.35
1"	1.67	\$12.01	\$20.01	N/A	* Multifamily tiers scaled by number of units			
1 1/2"	3.33	\$40.03	\$40.03	N/A				
2"	5.33	\$64.05	\$64.05	N/A				
3"	14.50	\$174.13	\$174.13	N/A				
4"	25.00	\$300.22	\$300.22	N/A				
6"	53.33	\$640.48	\$640.48	N/A				
8"	93.33	\$1,120.84	\$1,120.84	N/A				
10"	140.00	\$1,681.26	\$1,681.26	N/A				

³ The multifamily meter factor units are based upon a demand analysis of average multifamily unit demand as a proportion of average single family unit demands.

⁴ An analysis of existing residential 1" meters revealed that the sizing of those meters was circumstantial and, as such the single family fixed monthly charge was set equal to that of a 3/4" meter.

Table 5.5 shows the water and sewer monthly residential bill impacts of the new rate structure and rate adjustment. The orange highlighted row shows the bill impact at 2,000 gallons of usage, which is currently included in the monthly base charge. The yellow-highlighted line is the residential average monthly usage of 4,000 gallons.

Table 5.5 Monthly Residential Water and Sewer Bill Impacts

Property Type	Typical Volume (Kgal)	Current Combined Bill	Rate Structure Impact	5.5% Increase	Proposed Combined Bill	Total \$ Change	Total % Change
Select Single Family Residential Impacts							
Single Family (0 Kgal)	0	\$38.91	-\$13.91	\$1.38	\$26.38	(\$12.53)	-32.2%
Single Family (1 Kgal)	1	\$38.91	-\$7.22	\$1.75	\$33.44	(\$5.47)	-14.1%
Single Family (2 Kgal)	2	\$38.91	-\$0.53	\$2.12	\$40.50	\$1.59	4.1%
Single Family (3 Kgal)	3	\$54.46	\$0.33	\$3.02	\$57.81	\$3.35	6.1%
Single Family (4 Kgal)	4	\$70.01	\$1.18	\$3.92	\$75.11	\$5.10	7.3%
Single Family (5 Kgal)	5	\$85.56	\$2.03	\$4.83	\$92.41	\$6.85	8.0%
Single Family (7 Kgal)	7	\$116.66	\$5.99	\$6.75	\$129.40	\$12.74	10.9%
Single Family (10 Kgal)	10	\$163.31	\$11.94	\$9.65	\$184.89	\$21.58	13.2%

6. CONCLUSIONS & RECOMMENDATIONS

Given the tasks completed for the City's Rate Study, the following conclusions and recommendations are made.

6.1 CONCLUSIONS

Regarding the sufficiency of the City's water and sewer rates over the projection period:

- Current water and sewer rate revenue are not sufficient to cover expected operating and capital costs through the end of FY 2028.
- The COSA results confirm that the City's current rate structures are generally reflective of current cost of service requirements for water and sewer and there are no recommendations for proposing differential rate increases for the two systems.
- Adjustments to water and sewer rate structures will more closely align the City with industry practices.

6.2 RECOMMENDATIONS

Based upon the analysis presented herein and the conclusions presented in the prior subsection, we recommend the following:

- The City should increase water and sewer rates by 5.5% in FY 2020 – FY 2024 and then resume the City's current practice of annual 3.0% in future years through FY 2028.
- Make changes detailed in Section 3 to existing water and sewer rate structures, including:
 - o Nonresidential monthly base charges based on meter size
 - o Remove usage allowance in monthly base charges and charge volume rate for all water usage
 - o Add tiers to water inclining structure
- Update this analysis on an annual basis to evaluate the adequacy of the Utility's revenues and plan of water and sewer rate adjustments. Doing so will allow for the incorporation of updated revenue and expense information as well as changes in economic conditions, regulatory requirements, and other factors so that any necessary changes can be made to the financial management plan presented in this report. This will ensure that the Utility will be able to meet its financial and operating requirements during the projection period and minimize rate impacts to customers from future events occurring differently than currently projected.

Disclaimer

This document was produced by Stantec Consulting Services Inc. ("Stantec") for the City of Holly Hill and is based on a specific scope agreed upon by both parties. In preparing this report, Stantec utilized information and data obtained from the City of Holly Hill or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Holly Hill should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

- Schedule 1 – Assumptions
- Schedule 2 – Cost Escalation Factors
- Schedule 3 – Beginning Balances as of September 30, 2017
- Schedule 4 – Capital Improvement Program
- Schedule 5 – Projection of Cash Outflows
- Schedule 6 – Projection of Cash Inflows
- Schedule 7 – FAMS Control Panel
- Schedule 8 – Pro Forma
- Schedule 9 – Capital Project Funding Summary
- Schedule 10 – Detailed Funding
- Schedule 11 – Long-Term Borrowing

Schedule 1: Assumptions

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<u>Rate Increase Adoption Date:</u>	N/A	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027
<u>Annual Growth:</u>											
<u>Water:</u>											
Total Account Growth	4	4	4	4	4	4	4	4	4	4	4
Ending Accounts	7,775	7,779	7,782	7,786	7,790	7,794	7,798	7,802	7,806	7,810	7,814
% Change in Accounts	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
% Paying System Development Charges	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Usage per Account (Kgal)	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04	5.04
% Change in Usage per Account	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Usage (Kgal)	469,870	470,105	470,340	470,575	470,810	471,046	471,281	471,517	471,752	471,988	472,224
% Change in Usage	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
<u>Sewer:</u>											
Total Account Growth	4	4	4	4	4	4	4	4	4	4	4
Ending Accounts	7,186	7,190	7,193	7,197	7,201	7,204	7,208	7,211	7,215	7,219	7,222
% Change in Accounts	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
% Paying System Development Charges	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Volume per Account (Kgal)	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84
% Change in Volume per Account	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Volume (Kgal)	417,687	417,896	418,105	418,314	418,523	418,732	418,942	419,151	419,361	419,570	419,780
% Change in Volume	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
<u>Capital Spending:</u>											
Annual Capital Budget (Future Year Dollars)	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924
Annual Percent Executed	100%	100%	75%	75%	75%	75%	75%	75%	75%	75%	75%
<u>System Development Charge (SDC):</u>											
Water	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422	\$ 1,422
Sewer	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908	\$ 1,908
<u>Average Annual Interest Earnings Rate:</u>											
On Fund Balances:	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
<u>Operating Budget Reserve:</u>											
Target (Number of Months of Reserve)	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4
<u>Operating Budget Execution Percentage:</u>											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Schedule 2: Cost Escalation Factors

<u>Account</u>										
<u>Code</u>	<u>Operating Expense Category</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
12-00	REGULAR SALARIES & WAGE ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
13-00	OTHER SALARIES & WAGES ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
14-00	OVERTIME ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
15-10	CELL PHONE ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-20	UNIFORM ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
15-30	BOOT ALLOWANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
21-00	FICA/MEDICARE TAXES ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
22-00	RETIREMENT CONTRIBUTION ¹	5.22%	5.22%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
23-00	LIFE & HEALTH INSURANCE	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
24-00	WORKERS COMP INSURANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
31-01	PROFESSIONAL SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
31-50	LEGAL/OFFICIAL ADVERTISING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
34-00	OTHER SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
40-01	REGULAR TRAVEL	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
41-00	COMMUNICATION SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
42-00	POSTAGE, FRT, EXPRESS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
43-01	UTILITY SERVICES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
44-00	RENTALS & LEASES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-00	INSURANCE/NON-EMPLOYEE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-01	INSURANCE CONTINGENCY	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-10	GENERAL LIABILITY	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-15	PROPERTY INSURANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-20	PUBLIC OFFICIALS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-25	AUTOMOBILE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-35	INLAND MARINE/ENVIRON LIB	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
45-55	POLLUTION CONTROL	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-01	REPAIRS & MAINTENANCE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-11	MAINTENANCE CONTRACTS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-50	FLEET CHARGES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
46-63	REPAIR/MAINT CAPITAL-LIKE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
47-00	PRINTING & BINDING	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
49-10	OTHER SPECIAL COSTS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
49-59	BAD DEBT EXPENSE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
51-00	OFFICE SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-01	OPERATING SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-04	SMALL TOOLS & EQUIPMENT	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-19	UNIFORM EXPENSE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-50	FUEL & OIL SUPPLIES	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
52-64	MACH/EQUIP CAPITAL-LIKE	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
54-00	BOOKS/PUBL/SUBSCR/MEMBERS	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
55-01	TRAINING & EDUCATION COST	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

Schedule 2: Cost Escalation Factors

<u>Account</u>										
<u>Code</u>	<u>Operating Expense Category</u>	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
64-00	MACHINERY & EQUIPMENT	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	<i>Default Inflation Factor ²</i>	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	<i>Weighted Average Increase in O&M Expenses ³</i>	4.05%	4.09%	2.94%	2.98%	3.02%	3.06%	3.11%	3.15%	3.20%

¹ The escalation factors for personnel expenses are based upon the City's compensation study.

² The Default Inflation Factor is applied to any operating expenses not included above.

³ The Weighted Average Increase in O&M Expenses is reflective of the cost escalation factors presented on this schedule and the budget execution factors on Schedule 1.

Schedule 3: Beginning Fund Balances as of September 30, 2017

Stantec Grouping of Funds in Model	Revenue Fund	Water Impact Fees	Sewer Impact Fees	Renewal & Replacement	Rate Stabilization
CURRENT UNRESTRICTED ASSETS					
Cash and Cash Equivalents	\$ 4,929,660	\$ -	\$ -	\$ 852,734	\$ -
Restricted Cash and Cash Equivalents	238,633	381,290	895,157	-	1,688,395
Accounts Receivable Net	871,028	-	-	-	-
Prepaid Expenses	18,948	-	-	-	-
Inventories	46,759	-	-	-	-
TOTAL ASSETS	\$ 6,105,028	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,688,395
CURRENT LIABILITIES					
Accounts payable and accrued liabilities	\$ (128,784)	\$ -	\$ -	\$ -	\$ -
Customer deposits	(931,058)	-	-	-	-
Accrued interest	-	-	-	-	(169,784)
Current Portion of Long-Term Debt	(1,704,741)	-	-	-	-
Accrued Compensated Absences	(70,610)	-	-	-	-
CALCULATED FUND BALANCE (ASSETS - LIABILITIES)	\$ 3,269,835	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Plus/(Less): Inventories	(46,759)	-	-	-	-
NET UNRESTRICTED FUND BALANCE	\$ 3,223,076	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Funds Encumbered or Reserved for Projects not in the CIP	-	-	-	-	-
AVAILABLE FUND BALANCE	\$ 3,223,076	\$ 381,290	\$ 895,157	\$ 852,734	\$ 1,518,611
Fund Summary					
Revenue Fund	\$ 3,223,076				
Water Impact Fees	381,290				
Sewer Impact Fees	895,157				
Renewal & Replacement	852,734				
Rate Stabilization	1,518,611				
TOTAL AVAILABLE FUNDS	\$ 6,870,868				

Schedule 4: Capital Improvement Program

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 FY 2018-2019 CIP ¹											
2 INFRASTRUCTURE	\$ 1,370,000	\$ 1,930,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Water CIP											
4 Water Plant Office Expansion New Scada and Operations Room	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
5 Scada System Upgrades (Water and Wastewater Facilities)	-	-	-	1,250,000	-	-	-	-	-	-	-
6 Main Replacement - Westward Cir from Magnolia to 6th St	-	-	-	300,000	-	-	-	-	-	-	-
7 Main Replacement - S. Flamingo & N. Flamingo from Center to	-	-	600,000	-	-	-	-	-	-	-	-
8 Main Replacement - Dorothy Ave. from Elsie Ave to 4th St	-	-	-	-	300,000	-	-	-	-	-	-
9 Main Replacement - Cavanah Dr. from 3rd St	-	-	-	-	350,000	-	-	-	-	-	-
10 Main Replacement - Damron Ave to 3rd St	-	-	-	-	-	200,000	-	-	-	-	-
11 Main Replacement - Tracy Ave to 3rd St	-	-	-	-	-	200,000	-	-	-	-	-
12 Main Replacement - Gibbons Ave to 3rd St	-	-	-	-	-	-	200,000	-	-	-	-
13 Main Replacement - Jeffery Ave to 3rd St	-	-	-	-	-	-	200,000	-	-	-	-
14 Main Replacement - Michael Ave to 3rd St	-	-	-	-	-	-	-	200,000	-	-	-
15 Main Replacement - Eddie Ave to 3rd St	-	-	-	-	-	-	-	200,000	-	-	-
16 Main Replacement - Card Ave from Jacobson Ave to Center	-	-	-	-	-	-	-	-	250,000	-	-
17 Main Replacement - Jacobson Ave from Card Ave	-	-	-	-	-	-	-	-	250,000	-	-
18 Main Replacement - Virginia Ave from 6th to 7th St	-	-	-	-	-	-	-	-	-	250,000	-
19 Main Replacement - Florida Ave from 6th to 7th St	-	-	-	-	-	-	-	-	-	250,000	-
20 Main Replacement - Corporation Ave from Center (Dead End)	-	-	-	-	-	-	-	-	-	150,000	-
21 Replace or Recondition Lime Silo	-	-	-	-	-	-	-	-	-	-	850,000
22 Upgrade Electrical panels in HSP room	-	-	-	-	-	-	350,000	-	-	-	-
23 RO Skid for treatment process	-	-	-	-	-	-	-	-	-	-	2,500,000
24 New Drive Units for both softeners	-	-	-	-	-	-	-	-	900,000	-	-
25 Replace Filter Media - 2028 - \$150,000	-	-	-	-	-	-	-	-	-	-	-
26 Redundant Recarb Chamber	-	-	-	-	-	-	-	-	-	-	600,000
27 Sewer CIP											
28 Wastewater Treatment											
29 Scada Upgrade upgrade	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30 (6) Isolation valves WWTF	-	-	-	-	-	150,000	-	-	-	-	-
31 Upgrade Alum Controller Panel	-	-	60,000	-	-	-	-	-	-	-	-
32 Micro-C Driveway & Storage Pad	-	-	30,000	-	-	-	-	-	-	-	-
33 Replacement walkway over A.H.T.	-	-	100,000	-	-	-	-	-	-	-	-
34 Btu's: shafts, bearing, drive replacement	-	-	60,000	-	-	-	300,000	-	-	-	-
35 Install Walkways around Clarifiers #1,2,3	-	-	-	-	150,000	-	-	-	-	-	-
36 Sandfilter refurbishment: Weir/Sand	-	-	-	-	-	-	-	200,000	-	-	-
37 Refurbish Reuse Holding Tank final coat	-	-	-	-	-	50,000	-	-	-	-	-
38 Expand Chlorine Contract & Final Basin	-	-	-	-	-	-	-	-	-	-	1,500,000
39 Addition of 3 BTU	-	-	-	-	-	-	-	-	-	-	2,400,000
40 Replacement WWTF Pumps	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
41 Wastewater Collections											
42 Lift Station Replacement - #10 & Generator	\$ -	\$ -	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43 Lift Station Replacement - #9	-	-	450,000	-	-	-	-	-	-	-	-
44 Lift Station Replacement - #5	-	-	-	450,000	-	-	-	-	-	-	-
45 Lift Station Refurbish - #19 & Generator	-	-	-	450,000	-	-	-	-	-	-	-
46 Lift Station Replacement - #20 & Generator	-	-	-	-	480,000	-	-	-	-	-	-
47 Lift Station Replacement - #21 & Generator	-	-	-	-	480,000	-	-	-	-	-	-
48 Lift Station Replacement - #17B	-	-	-	-	-	450,000	-	-	-	-	-
49 Lift Station Replacement - #18A	-	-	-	-	-	450,000	-	-	-	-	-
50 Upgrade Lift Station #4	-	-	-	-	75,000	-	-	-	-	-	-
51 Lift Station #18 Wet Well Refurbished	-	-	-	50,000	-	-	-	-	-	-	-

Schedule 4: Capital Improvement Program

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
52 Replacement Lift Station Pumps	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
53 Gravity Main Lining	-	-	-	-	50,000	50,000	50,000	-	-	50,000	50,000
54 Gravity Main Smoke Testing	-	-	-	25,000	25,000	25,000	-	-	-	-	-
55 Manhole replacement/refurbished	-	-	50,000	50,000	-	50,000	-	50,000	-	50,000	-
56 Total CIP Budget (in current dollars)	\$ 1,370,000	\$ 1,930,200	\$ 1,870,000	\$ 3,865,000	\$ 1,950,000	\$ 3,665,000	\$ 1,140,000	\$ 690,000	\$ 1,440,000	\$ 790,000	\$ 7,940,000
57 Cumulative Projected Cost Escalation ²	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
58 Resulting CIP Funding Level	\$ 1,370,000	\$ 1,930,200	\$ 1,926,100	\$ 4,100,379	\$ 2,130,818	\$ 4,124,990	\$ 1,321,572	\$ 823,896	\$ 1,771,018	\$ 1,000,748	\$ 10,359,899
59 Annual CIP Execution Percentage	100%	100%	75%	75%	75%	75%	75%	75%	75%	75%	75%
60 Final CIP Funding Level	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924

¹ The FY 2018 and FY 2019 CIP was provided in the FY 2018 and FY 2019 budgets within the Infrastructure line item, while individual project information was provided in a 10-year CIP for FY 2020 to FY 2028.

² CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

Schedule 5. Projection of Cash Outflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
1 Personnel Services											
2 REGULAR SALARIES & WAGE	\$ 55,155	\$ 212,800	\$ 223,908	\$ 235,596	\$ 240,897	\$ 246,317	\$ 251,859	\$ 257,526	\$ 263,321	\$ 269,245	\$ 275,303
3 OTHER SALARIES & WAGES	-	900	947	996	1,019	1,042	1,065	1,089	1,114	1,139	1,164
4 OVERTIME	47	2,200	2,315	2,436	2,490	2,547	2,604	2,662	2,722	2,784	2,846
5 CELL PHONE ALLOWANCE	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
6 UNIFORM ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
7 BOOT ALLOWANCE	-	200	200	200	200	200	200	200	200	200	200
8 FICA/MEDICARE TAXES	4,176	16,700	17,572	18,489	18,905	19,330	19,765	20,210	20,665	21,130	21,605
9 RETIREMENT CONTRIBUTION	4,276	17,800	18,729	19,707	20,150	20,604	21,067	21,541	22,026	22,521	23,028
10 LIFE & HEALTH INSURANCE	7,944	27,100	29,810	32,791	36,070	39,677	43,645	48,009	52,810	58,091	63,900
11 WORKERS COMP INSURANCE	-	7,300	7,483	7,670	7,861	8,058	8,259	8,466	8,677	8,894	9,117
12 EXECUTIVE SALARIES	17,400	-	-	-	-	-	-	-	-	-	-
13 REGULAR SALARIES & WAGE	525,200	477,300	502,215	528,431	540,320	552,478	564,908	577,619	590,615	603,904	617,492
14 OVERTIME	24,300	22,800	23,990	25,242	25,810	26,391	26,985	27,592	28,213	28,848	29,497
15 CELL PHONE ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
16 BOOT ALLOWANCE	-	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600
17 FICA/MEDICARE TAXES	43,700	38,500	40,510	42,624	43,583	44,564	45,567	46,592	47,640	48,712	49,808
18 RETIREMENT CONTRIBUTION	44,700	41,200	43,351	45,614	46,640	47,689	48,762	49,859	50,981	52,128	53,301
19 LIFE & HEALTH INSURANCE	127,900	106,100	116,710	128,381	141,219	155,341	170,875	187,963	206,759	227,435	250,178
20 WORKERS COMP INSURANCE	16,500	14,400	14,760	15,129	15,507	15,895	16,292	16,700	17,117	17,545	17,984
21 EXECUTIVE SALARIES	17,400	-	-	-	-	-	-	-	-	-	-
22 REGULAR SALARIES & WAGE	525,200	494,800	520,629	547,805	560,131	572,734	585,620	598,797	612,270	626,046	640,132
23 OVERTIME	37,800	38,100	40,089	42,181	43,131	44,101	45,093	46,108	47,145	48,206	49,291
24 CELL PHONE ALLOWANCE	-	600	600	600	600	600	600	600	600	600	600
25 BOOT ALLOWANCE	-	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
26 FICA/MEDICARE TAXES	43,700	40,900	43,035	45,281	46,300	47,342	48,407	49,496	50,610	51,749	52,913
27 RETIREMENT CONTRIBUTION	44,600	43,700	45,981	48,381	49,470	50,583	51,721	52,885	54,075	55,291	56,536
28 LIFE & HEALTH INSURANCE	110,000	106,100	116,710	128,381	141,219	155,341	170,875	187,963	206,759	227,435	250,178
29 WORKERS COMP INSURANCE	12,500	11,400	11,685	11,977	12,277	12,583	12,898	13,221	13,551	13,890	14,237
30 Total Personnel Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
31 Operations and Maintenance											
32 REGULAR TRAVEL	\$ -	\$ 500	\$ 513	\$ 525	\$ 538	\$ 552	\$ 566	\$ 580	\$ 594	\$ 609	\$ 624
33 COMMUNICATION SERVICES	350	-	-	-	-	-	-	-	-	-	-
34 POSTAGE, FRT, EXPRESS	-	400	410	420	431	442	453	464	475	487	500
35 RENTALS & LEASES	-	700	718	735	754	773	792	812	832	853	874
36 REPAIRS & MAINTENANCE	-	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
37 MAINTENANCE CONTRACTS	-	3,500	3,588	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
38 FLEET CHARGES	-	5,655	5,796	5,941	6,090	6,242	6,398	6,558	6,722	6,890	7,062
39 PRINTING & BINDING	-	2,300	2,358	2,416	2,477	2,539	2,602	2,667	2,734	2,802	2,872
40 OFFICE SUPPLIES	-	4,500	4,613	4,728	4,846	4,967	5,091	5,219	5,349	5,483	5,620
41 OPERATING SUPPLIES	-	500	513	525	538	552	566	580	594	609	624
42 UNIFORM EXPENSE	300	-	-	-	-	-	-	-	-	-	-
43 FUEL & OIL SUPPLIES	-	3,463	3,550	3,638	3,729	3,823	3,918	4,016	4,116	4,219	4,325
44 BOOKS/PUBL/SUBSCR/MEMBERS	-	300	308	315	323	331	339	348	357	366	375
45 TRAINING & EDUCATION COST	-	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
46 PROFESSIONAL SERVICES	49,700	51,100	52,378	53,687	55,029	56,405	57,815	59,260	60,742	62,260	63,817
47 LEGAL/OFFICIAL ADVERTISING	3,100	3,100	3,178	3,257	3,338	3,422	3,507	3,595	3,685	3,777	3,871
48 OTHER SERVICES	108,400	79,900	81,898	83,945	86,044	88,195	90,400	92,660	94,976	97,350	99,784
49 REGULAR TRAVEL	1,600	1,600	1,640	1,681	1,723	1,766	1,810	1,856	1,902	1,949	1,998
50 COMMUNICATION SERVICES	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
51 POSTAGE, FRT, EXPRESS	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
52 UTILITY SERVICES	165,000	130,000	133,250	136,581	139,996	143,496	147,083	150,760	154,529	158,392	162,352
53 RENTALS & LEASES	4,600	5,100	5,228	5,358	5,492	5,629	5,770	5,914	6,062	6,214	6,369
54 INSURANCE/NON-EMPLOYEE	27,500	27,500	28,188	28,892	29,614	30,355	31,114	31,892	32,689	33,506	34,344
55 REPAIRS & MAINTENANCE	145,700	100,000	102,500	105,063	107,689	110,381	113,141	115,969	118,869	121,840	124,886

Schedule 5. Projection of Cash Outflows

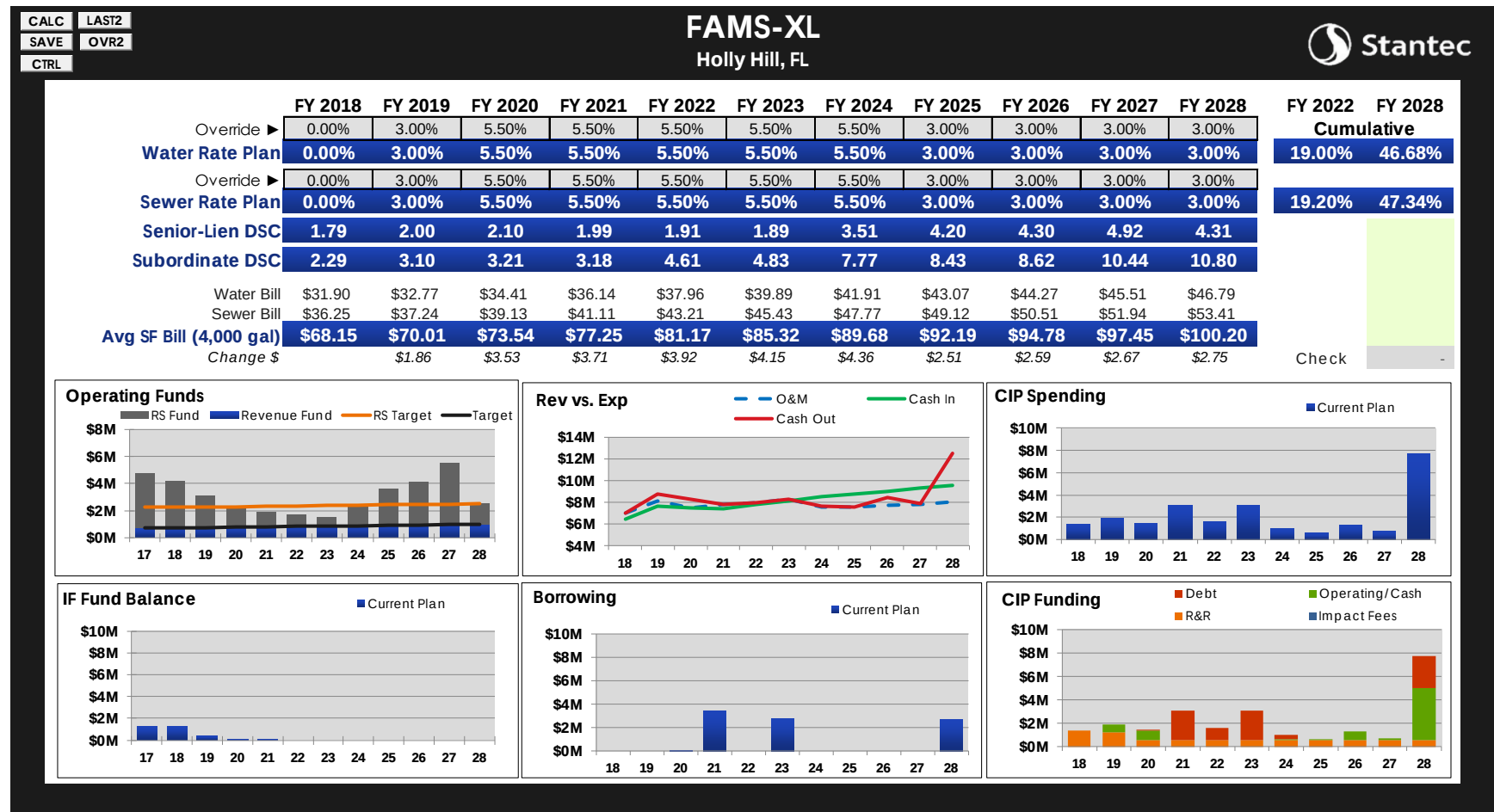
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
56 MAINTENANCE CONTRACTS	15,100	15,800	16,195	16,600	17,015	17,440	17,876	18,323	18,781	19,251	19,732
57 FLEET CHARGES	18,000	53,210	54,540	55,904	57,301	58,734	60,202	61,707	63,250	64,831	66,452
58 REPAIR/MAINT CAPITAL-LIKE	4,000	2,800	2,870	2,942	3,015	3,091	3,168	3,247	3,328	3,412	3,497
59 PRINTING & BINDING	3,000	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
60 OTHER SPECIAL COSTS	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
61 BAD DEBT EXPENSE	15,000	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733
62 OFFICE SUPPLIES	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
63 OPERATING SUPPLIES	190,700	191,900	196,698	201,615	206,655	211,822	217,117	222,545	228,109	233,812	239,657
64 SMALL TOOLS & EQUIPMENT	-	500	513	525	538	552	566	580	594	609	624
65 UNIFORM EXPENSE	3,100	3,100	3,178	3,257	3,338	3,422	3,507	3,595	3,685	3,777	3,871
66 FUEL & OIL SUPPLIES	20,600	13,850	14,196	14,551	14,915	15,288	15,670	16,062	16,463	16,875	17,297
67 MACH/EQUIP CAPITAL-LIKE	-	48,500	49,713	50,955	52,229	53,535	54,873	56,245	57,651	59,093	60,570
68 BOOKS/PUBL/SUBSCR/MEMBERS	1,800	2,600	2,665	2,732	2,800	2,870	2,942	3,015	3,091	3,168	3,247
69 TRAINING & EDUCATION COST	5,100	5,300	5,433	5,568	5,708	5,850	5,996	6,146	6,300	6,458	6,619
70 PROFESSIONAL SERVICES	180,700	118,700	121,668	124,709	127,827	131,023	134,298	137,656	141,097	144,624	148,240
71 LEGAL/OFFICIAL ADVERTISING	1,800	-	-	-	-	-	-	-	-	-	-
72 OTHER SERVICES	92,600	93,200	95,530	97,918	100,366	102,875	105,447	108,083	110,786	113,555	116,394
73 REGULAR TRAVEL	1,800	1,800	1,845	1,891	1,938	1,987	2,037	2,087	2,140	2,193	2,248
74 COMMUNICATION SERVICES	3,300	3,300	3,383	3,467	3,554	3,643	3,734	3,827	3,923	4,021	4,121
75 POSTAGE, FRT, EXPRESS	3,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
76 UTILITY SERVICES	140,000	120,000	123,000	126,075	129,227	132,458	135,769	139,163	142,642	146,208	149,864
77 RENTALS & LEASES	4,600	4,600	4,715	4,833	4,954	5,078	5,204	5,335	5,468	5,605	5,745
78 INSURANCE/NON-EMPLOYEE	26,000	26,000	26,650	27,316	27,999	28,699	29,417	30,152	30,906	31,678	32,470
79 REPAIRS & MAINTENANCE	325,500	240,359	246,368	252,527	258,840	265,311	271,944	278,743	285,711	292,854	300,175
80 MAINTENANCE CONTRACTS	2,600	2,600	2,665	2,732	2,800	2,870	2,942	3,015	3,091	3,168	3,247
81 FLEET CHARGES	18,300	60,155	61,659	63,200	64,780	66,400	68,060	69,761	71,505	73,293	75,125
82 REPAIR/MAINT CAPITAL-LIKE	138,900	58,800	60,270	61,777	63,321	64,904	66,527	68,190	69,895	71,642	73,433
83 PRINTING & BINDING	500	500	513	525	538	552	566	580	594	609	624
84 BAD DEBT EXPENSE	12,000	12,000	12,300	12,608	12,923	13,246	13,577	13,916	14,264	14,621	14,986
85 OFFICE SUPPLIES	1,500	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
86 OPERATING SUPPLIES	275,400	289,100	296,328	303,736	311,329	319,112	327,090	335,267	343,649	352,240	361,046
87 SMALL TOOLS & EQUIPMENT	4,500	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
88 UNIFORM EXPENSE	2,900	2,900	2,973	3,047	3,123	3,201	3,281	3,363	3,447	3,533	3,622
89 FUEL & OIL SUPPLIES	18,600	11,080	11,357	11,641	11,932	12,230	12,536	12,849	13,171	13,500	13,837
90 MACH/EQUIP CAPITAL-LIKE	20,200	46,600	47,765	48,959	50,183	51,438	52,724	54,042	55,393	56,778	58,197
91 BOOKS/PUBL/SUBSCR/MEMBERS	1,400	2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
92 TRAINING & EDUCATION COST	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
93 INSURANCE CONTINGENCY	-	25,000	25,625	26,266	26,922	27,595	28,285	28,992	29,717	30,460	31,222
94 GENERAL LIABILITY	-	6,553	6,717	6,885	7,057	7,233	7,414	7,599	7,789	7,984	8,184
95 PROPERTY INSURANCE	-	61,228	62,759	64,328	65,936	67,584	69,274	71,006	72,781	74,600	76,465
96 PUBLIC OFFICIALS	-	5,615	5,755	5,899	6,047	6,198	6,353	6,512	6,674	6,841	7,012
97 AUTOMOBILE	-	13,804	14,149	14,503	14,865	15,237	15,618	16,008	16,409	16,819	17,239
98 INLAND MARINE/ENVIRON LIB	-	1,159	1,188	1,218	1,248	1,279	1,311	1,344	1,378	1,412	1,447
99 POLLUTION CONTROL	-	2,241	2,297	2,354	2,413	2,474	2,535	2,599	2,664	2,730	2,799
100 Total Operations and Maintenance	\$ 2,072,750	\$ 2,008,672	\$ 2,058,889	\$ 2,110,361	\$ 2,163,120	\$ 2,217,198	\$ 2,272,628	\$ 2,329,444	\$ 2,387,680	\$ 2,447,372	\$ 2,508,556
101 Minor Capital Outlay											
102 MACHINERY & EQUIPMENT	\$ -	\$ 408,700	\$ 75,000	\$ 76,875	\$ 78,797	\$ 80,767	\$ 82,786	\$ 84,856	\$ 86,977	\$ 89,151	\$ 91,380
103 MACHINERY & EQUIPMENT	34,000	-	-	-	-	-	-	-	-	-	-
104 MACHINERY & EQUIPMENT	32,900	-	-	-	-	-	-	-	-	-	-
105 Total Minor Capital Outlay	\$ 66,900	\$ 408,700	\$ 75,000	\$ 76,875	\$ 78,797	\$ 80,767	\$ 82,786	\$ 84,856	\$ 86,977	\$ 89,151	\$ 91,380

Schedule 5. Projection of Cash Outflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expense Line Item											
106 Total Expenses by Category											
107 Personal Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
108 Operations & Maintenance	2,072,750	2,008,672	2,058,889	2,110,361	2,163,120	2,217,198	2,272,628	2,329,444	2,387,680	2,447,372	2,508,556
109 Capital Outlay	66,900	408,700	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380
110 Total Expenses	\$ 3,802,148	\$ 4,143,572	\$ 3,960,416	\$ 4,120,449	\$ 4,241,018	\$ 4,366,682	\$ 4,497,784	\$ 4,634,697	\$ 4,777,827	\$ 4,927,616	\$ 5,084,547
111 Expense Execution Factors											
112 Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
113 Operations & Maintenance	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
114 Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
115 Total Expenses at Execution											
116 Personal Services	\$ 1,662,498	\$ 1,726,200	\$ 1,826,527	\$ 1,933,213	\$ 1,999,101	\$ 2,068,717	\$ 2,142,370	\$ 2,220,398	\$ 2,303,170	\$ 2,391,093	\$ 2,484,611
117 Operations & Maintenance	2,031,295	1,968,499	2,017,711	2,068,154	2,119,858	2,172,854	2,227,175	2,282,855	2,339,926	2,398,424	2,458,385
118 Capital Outlay	66,900	408,700	75,000	76,875	78,797	80,767	82,786	84,856	86,977	89,151	91,380
119 Total Expenses at Execution	\$ 3,760,693	\$ 4,103,399	\$ 3,919,238	\$ 4,078,242	\$ 4,197,755	\$ 4,322,338	\$ 4,452,331	\$ 4,588,108	\$ 4,730,073	\$ 4,878,669	\$ 5,034,376
120 Transfers Out											
121 TRANSFER TO GENERAL FUND	\$ 588,100	\$ 848,810	\$ 870,030	\$ 891,781	\$ 914,076	\$ 936,927	\$ 960,351	\$ 984,359	\$ 1,008,968	\$ 1,034,193	\$ 1,060,047
122 Transfer to R&R Fund from Revenue for CII	-	250,000	-	-	-	-	-	-	-	-	-
123 Transfer to R&R Fund - \$3 R&R Charges	590,900	600,000	600,300	600,600	600,900	601,200	601,501	601,801	602,102	602,403	602,704
124 Transfer to R&R Fund from Reserves for CII	-	274,932	-	-	-	-	-	-	-	-	-
125 Total Transfers Out	\$ 1,179,000	\$ 1,973,742	\$ 1,470,330	\$ 1,492,381	\$ 1,514,976	\$ 1,538,128	\$ 1,561,851	\$ 1,586,161	\$ 1,611,070	\$ 1,636,596	\$ 1,662,751
126 Debt Service											
127 2005 W&W SYSTEM IMPROVEMENT REVENUE	\$ 111,600	\$ 106,549	\$ 108,998	\$ 105,151	\$ 106,808	\$ 108,275	\$ 104,646	\$ 105,921	\$ 107,006	\$ -	\$ -
128 2011 W&W SYSTEM IMPROVEMENT REVENUE	326,800	324,526	327,087	324,389	326,431	328,127	324,563	325,740	326,571	327,056	327,195
129 2012 W&W SYSTEM IMPROVEMENT REVENUE	929,800	933,244	931,425	929,314	936,813	928,970	-	-	-	-	-
130 2013 W&W SYSTEM IMPROVEMENT REVENUE	170,100	167,169	169,211	171,155	168,051	169,899	171,649	-	-	-	-
131 1998 SRF CLEAN WATER LOAN - 3.11%	160,600	153,917	156,227	158,609	-	-	-	-	-	-	-
132 2005 SRF CLEAN WATER LOAN - 2.12%	40,900	40,802	40,802	40,802	40,802	40,802	40,802	40,802	40,802	20,401	-
133 2007 SRF CLEAN WATER LOAN - 2.17%	329,300	296,590	299,469	302,593	305,417	308,488	311,627	314,834	318,111	321,460	324,882
134 Short-Term Bank Loan	-	-	30,157	30,157	30,157	30,157	30,157	30,157	30,157	-	-
135 Model Calculated Cumulative New Debt	-	-	770	177,213	365,564	519,335	583,773	583,773	583,773	583,773	732,985
136 Less: Portion of Debt Service Paid With Wa	-	(394,263)	(6,502)	(5,537)	(5,536)	(5,539)	(5,542)	(5,544)	(5,547)	(5,550)	(5,553)
137 Less: Portion of Debt Service Paid With Sev	-	(505,699)	(417,803)	(8,404)	(6,872)	(6,869)	(6,873)	(6,876)	(6,880)	(6,883)	(6,887)
138 Total Debt Service	\$ 2,069,100	\$ 1,122,835	\$ 1,639,840	\$ 2,225,441	\$ 2,267,635	\$ 2,421,645	\$ 1,554,802	\$ 1,388,806	\$ 1,393,993	\$ 1,240,257	\$ 1,372,622
139 Cash Funded CIP											
140 CIP Funded Through Revenue Fund	\$ -	\$ 658,366	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 16,121	\$ 726,162	\$ 148,158	\$ 4,436,785
141 Total Cash Funded CIP	\$ -	\$ 658,366	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 16,121	\$ 726,162	\$ 148,158	\$ 4,436,785
142 Total Cash Outflows	\$ 7,008,793	\$ 7,858,341	\$ 7,857,958	\$ 7,796,064	\$ 7,980,365	\$ 8,282,110	\$ 7,655,503	\$ 7,579,195	\$ 8,461,298	\$ 7,903,679	\$ 12,506,534

Schedule 6: Projection of Cash Inflows

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Rate Revenue Growth Assumptions											
2 Water											
3 % Change in Base Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
4 % Change in Usage Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
5 Sewer											
6 % Change in Base Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
7 % Change in Usage Revenue	N/A	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
8 Irrigation											
9 % Change in Base Revenue	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10 % Change in Usage Revenue	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
11 Assumed Rate Revenue Increases											
12 Assumed Water Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
13 Assumed Sewer Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
14 Assumed Irrigation Rate Increase	N/A	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
15 Water Rate Revenue											
16 Base Rate Revenue	\$ 1,346,002	\$ 1,387,076	\$ 1,464,097	\$ 1,545,394	\$ 1,631,206	\$ 1,721,783	\$ 1,817,389	\$ 1,872,847	\$ 1,929,997	\$ 1,988,890	\$ 2,049,581
17 Usage Rate Revenue	1,240,128	1,277,970	1,348,933	1,423,836	1,502,898	1,586,350	1,674,436	1,725,531	1,778,186	1,832,447	1,888,364
18 Total Water Rate Revenue	\$ 2,586,130	\$ 2,665,046	\$ 2,813,029	\$ 2,969,230	\$ 3,134,104	\$ 3,308,133	\$ 3,491,825	\$ 3,598,378	\$ 3,708,183	\$ 3,821,338	\$ 3,937,946
19 Sewer Rate Revenue											
20 Base Rate Revenue	\$ 1,556,401	\$ 1,603,894	\$ 1,692,954	\$ 1,786,960	\$ 1,886,185	\$ 1,990,920	\$ 2,101,471	\$ 2,165,598	\$ 2,231,681	\$ 2,299,781	\$ 2,369,959
21 Usage Rate Revenue	1,236,553	1,274,287	1,345,045	1,419,731	1,498,566	1,581,777	1,669,609	1,720,557	1,773,060	1,827,165	1,882,921
22 Total Sewer Rate Revenue	\$ 2,792,954	\$ 2,878,181	\$ 3,037,999	\$ 3,206,691	\$ 3,384,751	\$ 3,572,698	\$ 3,771,081	\$ 3,886,155	\$ 4,004,741	\$ 4,126,946	\$ 4,252,880
23 Irrigation Rate Revenue											
24 Base Rate Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Usage Rate Revenue	136,394	140,486	148,213	156,364	164,964	174,037	183,609	189,118	194,791	200,635	206,654
26 Total Irrigation Rate Revenue	\$ 136,394	\$ 140,486	\$ 148,213	\$ 156,364	\$ 164,964	\$ 174,037	\$ 183,609	\$ 189,118	\$ 194,791	\$ 200,635	\$ 206,654
27 Other Operating Revenue											
28 Stormwater	\$ -	\$ 61,771	\$ 63,161	\$ 64,582	\$ 66,035	\$ 67,521	\$ 69,040	\$ 70,593	\$ 72,182	\$ 73,806	\$ 75,467
29 Solid Waste	-	15,443	15,790	16,146	16,509	16,880	17,260	17,649	18,046	18,452	18,867
30 General Fund	-	30,886	31,581	32,292	33,018	33,761	34,521	35,297	36,091	36,904	37,734
31 Water Meter Connection	700	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
32 Water Service Charges	9,070	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400	25,400
33 Water Cut-Off Charges	48,800	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600	64,600
34 Water Hydrant Rental	10,584	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800	12,800
35 Sewer Connection	1,000	500	500	500	500	500	500	500	500	500	500
36 Backflow Inspections	10	-	-	-	-	-	-	-	-	-	-
37 BPA Testing/MTCE Program	50	-	-	-	-	-	-	-	-	-	-
38 T-Mobile	15,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200
39 Sprint PCS	15,200	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210	15,210
40 Penalty Revenues	210,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
41 Misc Revenues	8,500	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
42 Inside City Limits	290,500	295,000	295,147	295,295	295,442	295,590	295,738	295,886	296,034	296,181	296,329
43 Outside City Limits	4,600	5,000	5,002	5,005	5,007	5,010	5,013	5,015	5,018	5,020	5,023
44 Inside City Limits	291,200	295,000	295,147	295,295	295,442	295,590	295,738	295,886	296,034	296,181	296,329
45 Outside City Limits	4,600	5,000	5,002	5,005	5,007	5,010	5,013	5,015	5,018	5,020	5,023
46 Total Other Operating Revenue	\$ 910,014	\$ 1,048,310	\$ 1,051,042	\$ 1,053,829	\$ 1,056,672	\$ 1,059,573	\$ 1,062,532	\$ 1,065,551	\$ 1,068,631	\$ 1,071,774	\$ 1,074,981
47 Interest Income											
48 Unrestricted	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
49 Total Interest Income	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
50 System Development Charges											
51 Water	\$ 5,525	\$ 5,528	\$ 5,531	\$ 5,533	\$ 5,536	\$ 5,539	\$ 5,542	\$ 5,544	\$ 5,547	\$ 5,550	\$ 5,553
52 Sewer	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
53 Total System Development Charges	\$ 12,377	\$ 12,383	\$ 12,390	\$ 12,396	\$ 12,402	\$ 12,408	\$ 12,414	\$ 12,421	\$ 12,427	\$ 12,433	\$ 12,439
54 Total Cash Inflows	\$ 6,462,497	\$ 6,762,735	\$ 7,082,782	\$ 7,414,188	\$ 7,770,715	\$ 8,142,801	\$ 8,541,021	\$ 8,781,497	\$ 9,027,365	\$ 9,281,312	\$ 9,524,942



Schedule 8: Pro Forma

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1 Operating Revenue											
2 Water, Sewer, and Irrigation Rate Revenue	\$ 5,515,478	\$ 5,515,478	\$ 5,683,713	\$ 5,999,241	\$ 6,332,285	\$ 6,683,819	\$ 7,054,868	\$ 7,446,515	\$ 7,673,651	\$ 7,907,715	\$ 8,148,919
3 Change in Revenue From Growth	-	2,690	2,772	2,926	3,088	3,259	3,440	3,631	3,742	3,856	3,974
4 Subtotal	\$ 5,515,478	\$ 5,518,168	\$ 5,686,484	\$ 6,002,166	\$ 6,335,373	\$ 6,687,078	\$ 7,058,308	\$ 7,450,147	\$ 7,677,393	\$ 7,911,571	\$ 8,152,893
5 Weighted Average Rate Increase	0.00%	3.00%	5.50%	5.50%	5.50%	5.50%	5.50%	3.00%	3.00%	3.00%	3.00%
6 Additional Rate Revenue From Rate Increase	-	165,545	312,757	330,119	348,446	367,789	388,207	223,504	230,322	237,347	244,587
7 Total Rate Revenue	\$ 5,515,478	\$ 5,683,713	\$ 5,999,241	\$ 6,332,285	\$ 6,683,819	\$ 7,054,868	\$ 7,446,515	\$ 7,673,651	\$ 7,907,715	\$ 8,148,919	\$ 8,397,479
8 Plus: Other Operating Revenue	910,014	1,048,310	1,051,042	1,053,829	1,056,672	1,059,573	1,062,532	1,065,551	1,068,631	1,071,774	1,074,981
9 Equals: Total Operating Revenue	\$ 6,425,492	\$ 6,732,023	\$ 7,050,283	\$ 7,386,115	\$ 7,740,491	\$ 8,114,440	\$ 8,509,047	\$ 8,739,202	\$ 8,976,346	\$ 9,220,693	\$ 9,472,461
10 Less: Operating Expenses											
11 Personal Services	\$ (1,662,498)	\$ (1,726,200)	\$ (1,826,527)	\$ (1,933,213)	\$ (1,999,101)	\$ (2,068,717)	\$ (2,142,370)	\$ (2,220,398)	\$ (2,303,170)	\$ (2,391,093)	\$ (2,484,611)
12 Operations & Maintenance	(2,031,295)	(1,968,499)	(2,017,711)	(2,068,154)	(2,119,858)	(2,172,854)	(2,227,175)	(2,282,855)	(2,339,926)	(2,398,424)	(2,458,385)
13 Equals: Net Operating Income	\$ 2,731,699	\$ 3,037,324	\$ 3,206,044	\$ 3,384,747	\$ 3,621,533	\$ 3,872,870	\$ 4,139,502	\$ 4,235,949	\$ 4,333,250	\$ 4,431,175	\$ 4,529,465
14 Plus: Non-Operating Income/(Expense)											
15 Interest Income	\$ 24,628	\$ 18,329	\$ 20,109	\$ 15,677	\$ 17,822	\$ 15,953	\$ 19,560	\$ 29,875	\$ 38,592	\$ 48,186	\$ 40,042
16 Water System Development Charges	5,525	5,528	5,531	5,533	5,536	5,539	5,542	5,544	5,547	5,550	5,553
17 Sewer System Development Charges	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
18 Equals: Net Income	\$ 2,768,704	\$ 3,068,037	\$ 3,238,543	\$ 3,412,821	\$ 3,651,756	\$ 3,901,230	\$ 4,171,476	\$ 4,278,245	\$ 4,384,269	\$ 4,491,795	\$ 4,581,947
19 Less: Revenues Excluded From Coverage Test											
20 Water & Sewer System Development Charges	\$ (12,377)	\$ (12,383)	\$ (12,390)	\$ (12,396)	\$ (12,402)	\$ (12,408)	\$ (12,414)	\$ (12,421)	\$ (12,427)	\$ (12,433)	\$ (12,439)
21 Equals: Net Income Available For Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
22 Senior Lien Debt Service Coverage Test											
23 Net Income Available for Senior-Lien Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
24 Existing Senior-Lien Debt	1,538,300	1,531,488	1,536,721	1,530,009	1,538,103	1,535,271	600,858	431,661	433,577	327,056	327,195
25 Cumulative New Senior Lien Debt Service (model calculated)	-	-	770	177,213	365,564	519,335	583,773	583,773	583,773	583,773	732,985
26 Total Annual Senior-Lien Debt Service	\$ 1,538,300	\$ 1,531,488	\$ 1,537,491	\$ 1,707,222	\$ 1,903,667	\$ 2,054,606	\$ 1,184,631	\$ 1,015,434	\$ 1,017,350	\$ 910,829	\$ 1,060,180
27 Calculated Senior-Lien Debt Service Coverage	1.50	2.00	2.10	1.99	1.91	1.89	3.51	4.20	4.30	4.92	4.31
28 Subordinate Debt Service Coverage Test											
29 Net Income Available for Subordinate Debt Service	\$ 1,218,027	\$ 1,524,165	\$ 1,688,662	\$ 1,693,203	\$ 1,735,687	\$ 1,834,216	\$ 2,974,431	\$ 3,250,390	\$ 3,354,492	\$ 3,568,533	\$ 3,509,328
30 Existing Subordinate Debt	530,800	491,309	526,654	532,160	376,376	379,447	382,586	385,793	389,070	341,861	324,882
31 Cumulative New Subordinate Debt Service (model calculated)	-	-	-	-	-	-	-	-	-	-	-
32 Total Annual Subordinate Debt Service	\$ 530,800	\$ 491,309	\$ 526,654	\$ 532,160	\$ 376,376	\$ 379,447	\$ 382,586	\$ 385,793	\$ 389,070	\$ 341,861	\$ 324,882
33 Calculated Subordinate Debt Service Coverage	1.25	2.29	3.10	3.21	3.18	4.61	4.83	7.77	8.43	10.44	10.80
34 Total All-In Debt Service Coverage Test											
35 Net Income Available for Subordinate Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
36 Total Senior-Lien Debt Service	1,538,300	1,531,488	1,537,491	1,707,222	1,903,667	2,054,606	1,184,631	1,015,434	1,017,350	910,829	1,060,180
37 Total Subordinate Debt Service	530,800	491,309	526,654	532,160	376,376	379,447	382,586	385,793	389,070	341,861	324,882
38 Total Annual Debt Service	\$ 2,069,100	\$ 2,022,797	\$ 2,064,146	\$ 2,239,382	\$ 2,280,043	\$ 2,434,053	\$ 1,567,216	\$ 1,401,226	\$ 1,406,420	\$ 1,252,690	\$ 1,385,062
39 Calculated All-In Debt Service Coverage	1.33	1.51	1.56	1.52	1.60	1.60	2.65	3.04	3.11	3.58	3.30
40 Cash Flow Test											
41 Net Income Available For Debt Service	\$ 2,756,327	\$ 3,055,653	\$ 3,226,154	\$ 3,400,425	\$ 3,639,354	\$ 3,888,822	\$ 4,159,061	\$ 4,265,824	\$ 4,371,842	\$ 4,479,362	\$ 4,569,508
42 Less: Non-Operating Expenditures											
43 Net Interfund Transfers (In - Out)	(1,179,000)	(1,973,742)	(1,470,330)	(1,492,381)	(1,514,976)	(1,538,128)	(1,561,851)	(1,586,161)	(1,611,070)	(1,636,596)	(1,662,751)
44 Net Debt Service Payment (Debt Service - SDC Payment)	(2,069,100)	(1,122,835)	(1,639,840)	(2,225,441)	(2,267,635)	(2,421,645)	(1,554,802)	(1,388,806)	(1,393,993)	(1,240,257)	(1,372,622)
45 Capital Outlay	(66,900)	(408,700)	(75,000)	(76,875)	(78,797)	(80,767)	(82,786)	(84,856)	(86,977)	(89,151)	(91,380)
46 Net Cash Flow	\$ (558,673)	\$ (449,624)	\$ 40,983	\$ (394,272)	\$ (222,053)	\$ (151,717)	\$ 959,622	\$ 1,206,002	\$ 1,279,802	\$ 1,513,358	\$ 1,442,754
47 Unrestricted Reserve Fund Test											
48 Balance At Beginning Of Fiscal Year	\$ 3,223,076	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630
49 Cash Flow Surplus/(Deficit)	-	-	40,983	(394,272)	(222,053)	(151,717)	959,622	1,206,002	1,279,802	1,513,358	1,442,754
50 Reserve Fund Balance Used For Cash Flow Deficit	(558,673)	(449,624)	-	-	-	-	-	-	-	-	-
51 Projects Paid With Reserve Funds	-	(658,366)	(828,549)	-	-	-	(86,518)	(16,121)	(726,162)	(148,158)	(4,436,785)
52 Balance At End Of Fiscal Year	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630	\$ 988,599
53 Minimum Working Capital Reserve Target	738,759	738,940	768,848	800,273	823,792	848,314	873,909	900,650	928,619	957,903	988,599
54 Excess/(Deficiency) Of Working Capital To Target	\$ 1,925,644	\$ 817,473	\$ -	\$ (425,698)	\$ (671,269)	\$ (847,509)	\$ -	\$ 1,163,140	\$ 1,688,811	\$ 3,024,727	\$ -

Schedule 9: Funding Summary

FINAL CAPITAL PROJECTS FUNDING SOURCES	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
RENEWAL & REPLACEMENT	\$ 1,370,000	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
REVENUE FUND	-	658,366	828,549	-	-	-	86,518	16,121	726,162	148,158	4,436,785
SENIOR-LIEN DEBT PROCEEDS	-	-	15,726	2,474,684	997,213	2,492,542	303,160	-	-	-	2,730,436
TOTAL PROJECTS PAID	\$ 1,370,000	\$ 1,930,200	\$ 1,444,575	\$ 3,075,284	\$ 1,598,113	\$ 3,093,742	\$ 991,179	\$ 617,922	\$ 1,328,264	\$ 750,561	\$ 7,769,924

Schedule 10: Detailed Funding

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
WATER IMPACT FEES											
Balance At Beginning Of Fiscal Year	\$ 381,290	\$ 388,735	\$ 972	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	5,525	5,528	5,531	5,533	5,536	5,539	5,542	5,544	5,547	5,550	5,553
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	(394,263)	(6,502)	(5,537)	(5,536)	(5,539)	(5,542)	(5,544)	(5,547)	(5,550)	(5,553)
Subtotal	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 386,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	1,920	972	4	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 388,735	\$ 972	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SEWER IMPACT FEES											
Balance At Beginning Of Fiscal Year	\$ 895,157	\$ 906,502	\$ 410,944	\$ 1,541	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	6,852	6,856	6,859	6,862	6,866	6,869	6,873	6,876	6,880	6,883	6,887
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	(505,699)	(417,803)	(8,404)	(6,872)	(6,869)	(6,873)	(6,876)	(6,880)	(6,883)	(6,887)
Subtotal	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 902,009	\$ 407,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	4,493	3,285	1,541	6	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 906,502	\$ 410,944	\$ 1,541	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RENEWAL & REPLACEMENT											
Balance At Beginning Of Fiscal Year	\$ 852,734	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	590,900	1,198,200	600,300	600,600	600,900	601,200	601,501	601,801	602,102	602,403	602,704
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,443,634	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 1,443,634	\$ 1,271,834	\$ 600,300	\$ 600,600	\$ 600,900	\$ 601,200	\$ 601,501	\$ 601,801	\$ 602,102	\$ 602,403	\$ 602,704
Amount Paid For Projects	(1,370,000)	(1,271,834)	(600,300)	(600,600)	(600,900)	(601,200)	(601,501)	(601,801)	(602,102)	(602,403)	(602,704)
Subtotal	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	2,316	184	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	(2,316)	(184)	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 73,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RATE STABILIZATION											
Balance At Beginning Of Fiscal Year	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Annual Revenues	-	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	7,593	7,593	11,390	11,390	15,186	15,186	15,186	15,186	15,186	15,186	15,186
Less: Interest Allocated To Cash Flow	(7,593)	(7,593)	(11,390)	(11,390)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)	(15,186)
Balance At End Of Fiscal Year	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611	\$ 1,518,611

Schedule 10: Detailed Funding

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
REVENUE FUND											
Balance At Beginning Of Fiscal Year	\$ 3,223,076	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630
Net Cash Flow	(558,673)	(449,624)	40,983	(394,272)	(222,053)	(151,717)	959,622	1,206,002	1,279,802	1,513,358	1,442,754
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 2,664,402	\$ 2,214,779	\$ 1,597,396	\$ 374,575	\$ 152,523	\$ 805	\$ 960,427	\$ 2,079,911	\$ 3,343,592	\$ 4,130,788	\$ 5,425,384
Less: Restricted Funds	(738,759)	(738,940)	(768,848)	(374,575)	(152,523)	(805)	(873,909)	(900,650)	(928,619)	(957,903)	(988,599)
Total Amount Available For Projects	\$ 1,925,644	\$ 1,475,839	\$ 828,549	\$ -	\$ -	\$ -	\$ 86,518	\$ 1,179,260	\$ 2,414,973	\$ 3,172,885	\$ 4,436,785
Amount Paid For Projects	-	(658,366)	(828,549)	-	-	-	(86,518)	(16,121)	(726,162)	(148,158)	(4,436,785)
Subtotal	\$ 1,925,644	\$ 817,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,163,140	\$ 1,688,811	\$ 3,024,727	\$ -
Add Back: Restricted Funds	738,759	738,940	768,848	374,575	152,523	805	873,909	900,650	928,619	957,903	988,599
Plus: Interest Earnings	14,719	10,552	8,720	4,288	2,635	767	4,374	14,688	23,406	33,000	24,856
Less: Interest Allocated To Cash Flow	(14,719)	(10,552)	(8,720)	(4,288)	(2,635)	(767)	(4,374)	(14,688)	(23,406)	(33,000)	(24,856)
Balance At End Of Fiscal Year	\$ 2,664,402	\$ 1,556,413	\$ 768,848	\$ 374,575	\$ 152,523	\$ 805	\$ 873,909	\$ 2,063,790	\$ 2,617,430	\$ 3,982,630	\$ 988,599
RESTRICTED RESERVES											
Balance At Beginning Of Fiscal Year	\$ -	\$ -	\$ -	\$ 1,055	\$ 366,943	\$ 370,612	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 617,721
Add: Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	-	-	1,051	364,513	-	218,209	-	-	-	-	194,130
Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ 1,051	\$ 365,568	\$ 366,943	\$ 588,821	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 811,851
Plus: Interest Earnings	-	-	4	1,375	3,669	4,797	5,936	5,996	6,055	6,116	7,148
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ -	\$ -	\$ 1,055	\$ 366,943	\$ 370,612	\$ 593,618	\$ 599,554	\$ 605,550	\$ 611,605	\$ 617,721	\$ 818,999

Schedule 11: Long-Term Borrowing

Long-Term Borrowing Projections**Schedule 11**

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Term (Years)	30	30	30	15	15	25	30	30	30	30	30
Interest Rate	3.50%	4.00%	4.50%	4.50%	4.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds											
Par Amount	\$ -	\$ -	\$ 17,120	\$ 3,914,704	\$ -	\$ 3,075,419	\$ -	\$ -	\$ -	\$ -	\$ 2,984,250
Uses of Funds											
Proceeds	\$ -	\$ -	\$ 15,726	\$ 3,471,897	\$ -	\$ 2,795,702	\$ -	\$ -	\$ -	\$ -	\$ 2,730,436
Cost of Issuance	-	-	342	78,294	-	61,508	-	-	-	-	59,685
Debt Service Reserve	-	-	1,051	364,513	-	218,209	-	-	-	-	194,130
Other Costs	-	-	-	-	-	-	-	-	-	-	-
Total Uses	\$ -	\$ -	\$ 17,120	\$ 3,914,704	\$ -	\$ 3,075,419	\$ -	\$ -	\$ -	\$ -	\$ 2,984,250
1 Year Interest	\$ -	\$ -	\$ 770	\$ 176,162	\$ -	\$ 153,771	\$ -	\$ -	\$ -	\$ -	\$ 149,213
Annual Debt Service	\$ -	\$ -	\$ 1,051	\$ 364,513	\$ -	\$ 218,209	\$ -	\$ -	\$ -	\$ -	\$ 194,130
Total Debt Service	\$ -	\$ -	\$ 31,531	\$ 5,467,695	\$ -	\$ 5,455,213	\$ -	\$ -	\$ -	\$ -	\$ 5,823,892
New Annual Long-Term Debt Service	\$ -	\$ -	\$ 770	\$ 177,213	\$ 365,564	\$ 519,335	\$ 583,773	\$ 583,773	\$ 583,773	\$ 583,773	\$ 732,985



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

**City Commission
Resolution**

MEETING DATE: August 13, 2019
FROM: Stella Gurnee
SUBJECT: Mr. Forte Stated that He is Going to Read Another Title: A
RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, ESTABLISHING CERTAIN FEES,
DECREASING CERTAIN FEES, AND INCREASING
CERTAIN EXISTING FEES FOR VARIOUS SERVICES,
PERMITS, AND CERTIFICATES PROVIDED BY THE
CITY, AND INCREASING WATER AND SEWER RATES
BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.

NUMBER: 2019-R-47
APPLICANT:
PLANNER:

DISCUSSION:

On August 13, 2019, the City Commission has reviewed the Utility rate study and adopted changes in the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities). The new fee structure methodology in this code change is consistent with recommended industry practices. This Resolution updates the utility fees based on the changes to City of Holly Hill's Code of Ordinances Chapter 70 (Utilities). In addition this Resolution incorporates annual modifications / changes to various fees / costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees. The Schedule of Fines, Fees, Costs and/or Penalties has been modified. This is the annual adoption of those rates adjusted for the fiscal year per existing ordinance or other factors.

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

FISCAL

ANALYSIS:

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

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

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

ATTACHMENTS:

- FEE Schedule FY2019-2020-Exhibit A (PDF)

Resolution No. 2019-47

MR. FORTE STATED THAT HE IS GOING TO READ ANOTHER TITLE: A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

For the record: Mr. Forte stated that he is going to read another title:

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

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

1. On September 18, 2018, the City Commission adopted Resolution 2018-R-63, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.
2. The Citywide Fee Schedule has been modified to incorporate recent changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.
3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

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

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

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

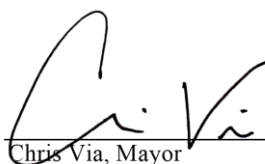
1. The FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A") which:

A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2019-2020 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2019.

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019.


Chris Via, Mayor

8/13/2019

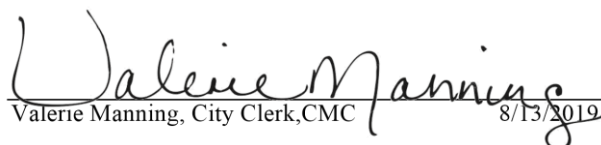

Valerie Manning, City Clerk, CMC 8/13/2019

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
BUILDING AND ZONING FEES			
APPLICATION FEES			
APPLIC FEE-TEMP SIGNAGE	25.00	25.00	-
APPLIC FEE-SIGN PERMIT	25.00	25.00	-
APPLIC FEE-BD OF PLAN/APL	50.00	50.00	-
APPLIC FEE-COMM BLDG PRMT	60.00	60.00	-
APPLIC FEE-RES ACCES.STRC	30.00	30.00	-
APPLIC FEE-RES BLDG PRMIT	30.00	30.00	-
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00	-
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00	-
BUILDING PERMIT FEES - PROPOSED			
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00	-
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00	-
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00	-
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00	-
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00	-
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00	-
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00	-
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50	-
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00	-
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00	-
PLAN REVIEW FEES			
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00	-
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00	-
ZONING REVIEW - ANY VALUE	20.00	20.00	-
\$0.00 to \$5,000.00	25.00	25.00	-
\$5,001.00 to \$10,000.00	30.00	30.00	-
\$10,001.00 to \$50,000.00	60.00	60.00	-
\$50,001.00 to \$100,000.00	80.00	80.00	-
\$100,001.00 to \$200,000.00	100.00	100.00	-
\$200,001.00 to \$500,000.00	340.00	340.00	-
\$500,001.00 AND OVER	340.00	340.00	-
EACH \$500,000.00 OF VALUATION	20.00	20.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
PROCESSING FEES			
CERTIFICATE OF OCCUPANCY	20.00	20.00	-
CERTIFICATE OF COMPLETION	20.00	20.00	-
CHANGE CONTRACTOR FEE	25.00	25.00	-
CHANGE SUB-CONTRACTOR FEE	10.00	10.00	-
PERMIT RENEWAL-EXTND ACTV 0-3 MOS.	1/4 Orig. Fee	1/4 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV 3-6 MOS.	1/2 Orig. Fee	1/2 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV OVER 6 MOS.	Full Fee	Full Fee	
FINES - WORK WITHOUT A PERMIT	2X Permit Fee	2X Permit Fee	
PERMIT RENEWAL-EXTND ACTV	30.00	30.00	-
PLACARD FEE	3.00	3.00	-
PLACARD REPLACEMENT FEE	10.00	10.00	-
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00	-
CLOSEOUT FEES-REACTV.MISC	40.00	40.00	-
CLOSEOUT FEES-REACTV.POOL	120.00	120.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
LAND DEVELOPMENT FEES			
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)			
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	100.00	50.00	(50.00)
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00	-
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00	-
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00	-
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00	250.00	-
PLAT - FINAL	500.00	500.00	-
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 COMMERCIAL LOTS	500.00	500.00	-
REZONING - NON-PUD/CODE AMENDMENT	1,200.00	1,200.00	-
REZONING - PUD	2,000.00	2,000.00	-
REZONING - PUD AMENDMENT	1,250.00	1,250.00	-
SITE PLAN REVIEW-LAND DEV	1,200.00	1,200.00	-
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION	G% OF APPLICATION COST	
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00	-
SPECIAL EXCEPTION-LAND DEV	500.00	500.00	-
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00	-
STREET NAME CHANGE	350.00	350.00	-
SUBDIVISION (CONCEPT)	350.00	350.00	-
SUBDIVISION (FINAL)	1,000.00	1,000.00	-
SUBDIVISION (PRELIMINARY)	1,000.00	1,000.00	-
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost	
VARIANCE NON-RESIDENTIAL	500.00	500.00	-
VARIANCE RESIDENTIAL	350.00	350.00	-
WAVIERS AND APPEALS TO BOPA	-	300.00	300.00
ALL OTHER	300.00	300.00	-
ZONING VERIF LETTER/REBUILD (NON PUD)	50.00	50.00	-
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH	125.00	125.00	-
SITE PERMIT FEE			
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00	

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
ELECTRICAL PERMITS			
ELECTRICAL - COMMERCIAL	60.00	60.00	-
ELECTRICAL - RESIDENTIAL	30.00	30.00	-
ELEC - CIRCUIT UP TO 10	6.00	6.00	-
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00	-
ELEC - PRE POWER COMMERCIAL	100.00	100.00	-
ELEC - POOL COMMERCIAL	200.00	200.00	-
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00	-
ELEC - TEMP POWER POLE	50.00	50.00	-
ELEC - PER AMP SINGLE PHASE	0.60	0.60	-
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50	-
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00	-
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00	-
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00	-
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
FIRE PLAN REVIEWS			
FIRE PLAN REV/<20K SQ FT	60.00	60.00	-
FIRE REVIEW/20,001-30K SQ'	90.00	90.00	-
FIRE REVW/30,001-40K SQ'	120.00	120.00	-
FIRE REVW/40,001-50K SQ'	150.00	150.00	-
FIRE REVW/50,001-60K SQ'	180.00	180.00	-
FIRE REVW/60,001-70K SQ'	210.00	210.00	-
FIRE REVW/70,001-80K SQ'	240.00	240.00	-
FIRE REVW/80,001-90K SQ'	270.00	270.00	-
FIRE PLAN REV/>90,001 SQ'	300.00	300.00	-
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00	-
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00	-
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50	-
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00	-
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00	-
	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000	
FIRE SPRINKLER OVER 10,000 SQ FEET			
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00	-
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00	-
COMMERCIAL COOKING - EACH HOOD	75.00	75.00	-
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00	-
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00	-
EMERGENCY GENERATOR	75.00	75.00	-
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00	-
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00	-
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00	-
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00	-
SYSTEM TEST FEES			
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00	-
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00	-
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00	-
FIRE HYDRANT FLOW TEST	25.00	25.00	-
FIRE PUMP TEST	25.00	25.00	-
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00	-
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00	-
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
ANNUAL FIRE SAFETY INSPECTION FEES			
0 -3,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	30.00	30.00	-
3,001 - 5,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	50.00	50.00	-
5,001 - 10,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	60.00	60.00	-
10,001 - 15,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	100.00	100.00	-
15,001 - 20,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	120.00	120.00	-
20,001 - 30,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	150.00	150.00	-
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00	-
2ND REINSPECTION	25.00	25.00	-
3RD AND SUBSEQUENT REINSPECTIONS	50.00	50.00	-
PLUMBING PERMIT FEES			
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00	-
PLUMB-MIN FEE-ALL OTHER	60.00	60.00	-
PLUMB - BACKFLOW DEVICE	5.00	5.00	-
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00	-
PLUMB - WATER SERVICE PIPING	10.00	10.00	-
PLUMB - STORMWATER	250.00	250.00	-
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00	-
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00	-
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00	-
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00	-
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50	-
PLUMB - SEWER PER HOUSE	10.00	10.00	-
PLUMB - EACH FIXTURE	5.00	5.00	-
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00	-
PLUMB - METER RESET	10.00	10.00	-
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00	-
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00	-
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
BUILDING PERMIT RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	30.00	-
RE-INSPECTION FEE-SECOND	45.00	45.00	-
RE-INSPECTION FEE-THIRD	60.00	60.00	-
RE-INSPECTION-FOURTH&ADDL	100.00	100.00	-
PUBLIC WORKS RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	30.00	-
RE-INSPECTION FEE-SECOND	45.00	45.00	-
RE-INSPECTION FEE-THIRD	60.00	60.00	-
RE-INSPECTION-FOURTH&ADDL	100.00	100.00	-
WASTEWATER TAP FEES			
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00	-
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%	
WATER TAP FEES			
WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%	
WATER METER SET FEES			
WATER METER SET - 3/4" (IN)	500.00	500.00	-
WATER METER SET - 1" (IN)	625.00	625.00	-
WATER METER SET - 1 1/2" (IN)	1,050.00	1,050.00	-
WATER METER SET - 2" (IN)	1,450.00	1,450.00	-
WATER METER SET - 3" (IN)	2,300.00	2,300.00	-
WATER METER SET - 4" (IN)	3,600.00	3,600.00	-
WATER METER SET - 3/4" (OUT)	625.00	625.00	-
WATER METER SET - 1" (OUT)	781.25	781.25	-
WATER METER SET - 1 1/2" (OUT)	1,312.50	1,312.50	-
WATER METER SET - 2" (OUT)	1,812.50	1,812.50	-
WATER METER SET - 3" (OUT)	2,875.00	2,875.00	-
WATER METER SET - 4" (OUT)	4,500.00	4,500.00	-

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Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
MISC. PERMIT FEES			
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00	-
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00	-
GARAGE SALE PERMIT	5.00	5.00	-
MOBILE HOME PERMIT (Set-up)	250.00	250.00	-
MOVING PERMIT (HOUSE MOVING)	200.00	200.00	-
ROOF - NEW OR REPLACEMENT	50.00	50.00	-
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00	-
TREE REMOVAL PERMIT, FIRST TREE	30.00	30.00	-
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00	5.00	-
COMMERCIAL STOCKING PERMIT	100.00	100.00	-
GAS PERMIT FEES			
GAS - PER OUTLET (1-4)	2.00	2.00	-
GAS - PERMIT RESIDENTIAL	30.00	30.00	-
GAS - PERMIT COMMERCIAL	60.00	60.00	-
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50	-
MECHANICAL PERMIT FEES			
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00	-
MECHANICAL-ALL OTHER	60.00	60.00	-
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00	-
DUCTWORK ONLY	Valuation	Valuation	
MECH - 0 - 3 TONS	65.00	65.00	-
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00	-
MECH - 3+ - 10 TONS PER TON	11.00	11.00	-
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00	-
MECH - 10+ - 25 TONS PER TON	9.00	9.00	-
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00	-
MECH - 25+ - 50 TONS, PER TON	5.50	5.50	-
MECH - 50+ TONS, INITIAL FEE	414.00	414.00	-
MECH - 50+ TONS PER TON	4.50	4.50	-
SIGN PERMIT FEES			
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00	-
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25	-
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00	-
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25	-

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Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
MISC. BUILDING & ZONING FEES			
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL SHED	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00	-
BUSINESS USE OF FOOD TRUCK	5.00/Day	5.00/Day	
FOOD TRUCK ANNUAL PERMIT	125.00/Year	125.00/Year	
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A	
BASE FEE (PER EVENT)	200.00	200.00	-
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event	
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A	
SMALL EVENT	50.00	50.00	-
LARGE EVENT	150.00	150.00	-
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event	
TEMPORARY COMMERCIAL SIGNAGE	-	-	-
TENT PERMIT - SPECIAL USE	50.00	50.00	-
TENT SALE FOR ESTABLISHED BUS	50.00	50.00	-
LOW VOLTAGE SYSTEM LABEL	55.00	55.00	-
METER RESET FEE	10.00	10.00	-
SIDEWALK PER LINEAR FT	13.00	13.00	-
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00	-
TEMPORARY SIGN-PER DAY	1.00	1.00	-
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	25% OF ORIGINAL PERMIT FEE	
PASS-THROUGH FEES			
(ACTUAL CONSULTANT COSTS AS APPLICABLE)			
LEGAL NOTICES	Actual Cost	Actual Cost	
ADVERTISING	Actual Cost	Actual Cost	
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost	
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	

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Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
CITY CLERK			
MISCELLANEOUS CHARGES FOR COPIES			
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15	-
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20	-
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50	-
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75	-
LARGER SIZE COPIES	Actual Cost	Actual Cost	
DUPLICATION			
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page	\$1.00 Per Page	
DUPLICATE AUDIO TAPE	1.48	0.00	(1.48)
DUPLICATE CD OF DVD	0.32	0.32	-
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00	-

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

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

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
UTILITY DEPOSITS RATES			
RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:			
GREEN			
WATER	50.00	50.00	-
SEWER	50.00	50.00	-
SOLID WASTE	50.00	50.00	-
YELLOW			
WATER	75.00	75.00	-
SEWER	75.00	75.00	-
SOLID WASTE	75.00	75.00	-
RED			
WATER	100.00	100.00	-
SEWER	100.00	100.00	-
SOLID WASTE	100.00	100.00	-

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

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

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

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK. IF CUSTOMER DOES NOT WANT THE UTILITY CREDIT CHECK COMPLETE, THEY WOULD BE CHARGED THE HIGHEST AMOUNT FOR THEIR DEPOSIT.

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

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED ABOVE.

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER/SEWER UTILITY RATES			
WATER			
WTR-INSIDE CITY 0-2,000 GALLONS	15.31	-	(15.31)
WTR-INSIDE CITY 2,001-15,000 GALLONS	7.23	-	(7.23)
WTR-INSIDE CITY > 15,000 GALLONS	8.68	-	(8.68)
 WTR-OUTSIDE CITY 0-2,000 GALLONS	 19.15	 -	 (19.15)
WTR-OUTSIDE CITY 2,001-15,000 GALLONS	9.03	-	(9.03)
WTR-INSIDE CITY > 15,000 GALLONS	10.86	-	(10.86)
WATER FIXED MONTHLY CHARGES			
WATER INSIDE CITY RESIDENTAL 3/4" METER-MONTHLY	-	8.37	8.37
WATER INSIDE CITY RESIDENTAL 1" METER-MONTHLY	-	8.37	8.37
WATER INSIDE CITY RESIDENTAL 1 1/2" METER-MONTHLY	-	27.90	27.90
WATER INSIDE CITY RESIDENTAL 2" METER-MONTHLY	-	44.64	44.64
WATER INSIDE CITY RESIDENTAL 3" METER-MONTHLY	-	121.38	121.38
WATER INSIDE CITY RESIDENTAL 4" METER-MONTHLY	-	209.27	209.27
WATER INSIDE CITY RESIDENTAL 6" METER-MONTHLY	-	446.44	446.44
WATER INSIDE CITY RESIDENTAL 8" METER-MONTHLY	-	781.27	781.27
WATER INSIDE CITY RESIDENTAL 10" METER-MONTHLY	-	1,171.91	1,171.91
WATER INSIDE CITY RESIDENTAL MULTI FAMILY-MONTHLY	-	7.91 PER UNIT	7.91 PER UNIT
 WATER INSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	 -	 8.37	 8.37
WATER INSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	13.95	13.95
WATER INSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	27.90	27.90
WATER INSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	44.64	44.64
WATER INSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	121.38	121.38
WATER INSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	209.27	209.27
WATER INSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	446.44	446.44
WATER INSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	781.27	781.27
WATER INSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	1,171.91	1,171.91
WATER INSIDE CITY NON-RESIDENTAL MULTI FAMILY-MONTHLY	-	7.91 PER UNIT	7.91 PER UNIT
 WATER OUTSIDE CITY RESIDENTAL 3/4" METER-MONTHLY	 -	 10.46	 10.46
WATER OUTSIDE CITY RESIDENTAL 1" METER-MONTHLY	-	10.46	10.46
WATER OUTSIDE CITY RESIDENTAL 1 1/2" METER-MONTHLY	-	34.88	34.88
WATER OUTSIDE CITY RESIDENTAL 2" METER-MONTHLY	-	55.80	55.80
WATER OUTSIDE CITY RESIDENTAL 3" METER-MONTHLY	-	151.73	151.73
WATER OUTSIDE CITY RESIDENTAL 4" METER-MONTHLY	-	261.59	261.59
WATER OUTSIDE CITY RESIDENTAL 6" METER-MONTHLY	-	558.05	558.05
WATER OUTSIDE CITY RESIDENTAL 8" METER-MONTHLY	-	976.59	976.59
WATER OUTSIDE CITY RESIDENTAL 10" METER-MONTHLY	-	1,464.89	1,464.89
WATER OUTSIDE CITY RESIDENTAL MULTI FAMILY-MONTHLY	-	9.89 PER UNIT	9.89 PER UNIT

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WATER OUTSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	-	10.46	10.46
WATER OUTSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	17.44	17.44
WATER OUTSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	34.88	34.88
WATER OUTSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	55.80	55.80
WATER OUTSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	151.73	151.73
WATER OUTSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	261.59	261.59
WATER OUTSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	558.05	558.05
WATER OUTSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	976.59	976.59
WATER OUTSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	1,464.89	1,464.89
WATER OUTSIDE CITY NON-RESIDENTAL MULTI FAMILY-MONTHLY	-	9.89 PER UNIT	9.89 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER VOLUMETRIC RATES			
WATER INSIDE CITY RESIDENTIAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS	3.98 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS	10.74 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY RESIDENTIAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS	3.98 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY RESIDENTIAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS	10.74 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 0 TO 2,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL OVER 15,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
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Exhibit A

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City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER INSIDE MULTI FAMILY CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS	3.98 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER INSIDE MULTI FAMILY CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS	10.74 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS	4.98 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS	12.43 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS	13.43 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS	4.98 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS	12.43 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS	13.43 PER THOUSAND GALLONS

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A
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 City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER OUTSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS	4.98 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS	12.43 PER THOUSAND GALLONS
WATER OUTSIDE MULTI FAMILY CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS	13.43 PER THOUSAND GALLONS

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER			
SWR INSIDE CITY 0-2,000 GALLONS	17.60	-	(17.60)
SWR INSIDE CITY > 2,000 GALLONS	8.32	-	(8.32)
			-
SWR OUTSIDE CITY 0-2,000 GALLONS	22.00	-	(22.00)
SWR OUTSIDE CITY > 2,000 GALLONS	10.37	-	(10.37)
SWR OUTSIDE CITY > SURCHARGE COMMERCIAL	1.37	-	(1.37)
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY RESIDENTAL 3/4" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY RESIDENTAL 1" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY RESIDENTAL 1 1/2" METER-MONTHLY	-	40.03	40.03
SEWER INSIDE CITY RESIDENTAL 2" METER-MONTHLY	-	64.05	64.05
SEWER INSIDE CITY RESIDENTAL 3" METER-MONTHLY	-	174.13	174.13
SEWER INSIDE CITY RESIDENTAL 4" METER-MONTHLY	-	300.22	300.22
SEWER INSIDE CITY RESIDENTAL 6" METER-MONTHLY	-	640.48	640.48
SEWER INSIDE CITY RESIDENTAL 8" METER-MONTHLY	-	1,120.84	1,120.84
SEWER INSIDE CITY RESIDENTAL 10" METER-MONTHLY	-	1,681.26	1,681.26
SEWER INSIDE CITY RESIDENTAL MULTI FAMILY-MONTHLY	-	11.35 PER UNIT	11.35 PER UNIT
SEWER INSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	20.01	20.01
SEWER INSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	40.03	40.03
SEWER INSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	64.05	64.05
SEWER INSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	174.13	174.13
SEWER INSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	300.22	300.22
SEWER INSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	640.48	640.48
SEWER INSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	1,120.84	1,120.84
SEWER INSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	1,681.26	1,681.26
SEWER INSIDE CITY NON-RESIDENTAL MULTI FAMILY-MONTHLY	-	11.35 PER UNIT	11.35 PER UNIT
SEWER OUTSIDE CITY RESIDENTAL 3/4" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY RESIDENTAL 1" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY RESIDENTAL 1 1/2" METER-MONTHLY	-	50.04	50.04
SEWER OUTSIDE CITY RESIDENTAL 2" METER-MONTHLY	-	80.06	80.06
SEWER OUTSIDE CITY RESIDENTAL 3" METER-MONTHLY	-	217.66	217.66
SEWER OUTSIDE CITY RESIDENTAL 4" METER-MONTHLY	-	375.28	375.28
SEWER OUTSIDE CITY RESIDENTAL 6" METER-MONTHLY	-	800.60	800.60
SEWER OUTSIDE CITY RESIDENTAL 8" METER-MONTHLY	-	1,401.05	1,401.05
SEWER OUTSIDE CITY RESIDENTAL 10" METER-MONTHLY	-	2,101.58	2,101.58
SEWER OUTSIDE CITY RESIDENTAL MULTI FAMILY-MONTHLY	-	14.19 PER UNIT	14.19 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER OUTSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	25.01	25.01
SEWER OUTSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	50.04	50.04
SEWER OUTSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	80.06	80.06
SEWER OUTSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	217.66	217.66
SEWER OUTSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	375.28	375.28
SEWER OUTSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	800.60	800.60
SEWER OUTSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	1,401.05	1,401.05
SEWER OUTSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	2,101.58	2,101.58
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI FAMILY-MONTHLY	-	14.19 PER UNIT	14.19 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER VOLUMETRIC RATES			
SEWER INSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS	3.09 PER THOUSAND GALLONS
SEWER INSIDE CITY RESIDENTAL OVER 2,000	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY RESIDENTAL MULTI FAMILY 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS	3.09 PER THOUSAND GALLONS
SEWER INSIDE CITY RESIDENTAL MULTI FAMILY OVER 2,000	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL OVER 2,000	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL MULTI FAMILY 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS	3.09 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL MULTI FAMILY OVER 2,000 GALLONS	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS	3.86 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL OVER 2,000	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL MULTI FAMILY 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS	3.86 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL MULTI FAMILY OVER 2,000	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER OUTSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI FAMILY 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS	3.86 PER THOUSAND GALLONS
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI FAMILY OVER 2,000 GALLONS	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
FIRE LINE SPRINKLERS			
1" FIRE LINE SPRINKLER - INSIDE CITY	1.97	2.08	0.11
2" FIRE LINE SPRINKLER - INSIDE CITY	3.90	4.11	0.21
4" FIRE LINE SPRINKLER - INSIDE CITY	7.80	8.23	0.43
6" FIRE LINE SPRINKLER - INSIDE CITY	15.59	16.45	0.86
8" FIRE LINE SPRINKLER - INSIDE CITY	31.20	32.92	1.72
10" FIRE LINE SPRINKLER - INSIDE CITY	62.37	65.80	3.43
12" FIRE LINE SPRINKLER - INSIDE CITY	124.73	131.59	6.86
1" FIRE LINE SPRINKLER - OUTSIDE CITY	2.45	2.58	0.13
2" FIRE LINE SPRINKLER - OUTSIDE CITY	4.88	5.15	0.27
4" FIRE LINE SPRINKLER - OUTSIDE CITY	9.77	10.31	0.54
6" FIRE LINE SPRINKLER - OUTSIDE CITY	19.50	20.57	1.07
8" FIRE LINE SPRINKLER - OUTSIDE CITY	38.99	41.13	2.14
RENEWAL/REPLACEMENT			
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75	-
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75	-

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
MISC./REPLACEMENT FEES			
ADMINISTRATIVE FEES	25.00	25.00	-
NEW ACCOUNT FEE	25.00	25.00	-
POOL FILL CHECK READING(S)	10.00	10.00	-
SUSPENDED ACCOUNT FEE	10.00	10.00	-
SUSPENDED ACCOUNT FEE - REACTIVATION	10.00	10.00	-
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00	-
TEMPORARY TURN-ON	25.00	25.00	-
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor	-
BROKEN HARD LOCK	35.00	35.00	-
BROKEN SOFT LOCK	30.00	30.00	-
BROKEN MASTER LOCK	45.00	45.00	-
METER BENCH TEST	75.00	75.00	-
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor	-
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00	-
DELINQUENT ACCOUNT FEE	25.00	25.00	-
<u>LATE PAYMENT PENALTY</u>			
<u>(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT</u>	15%	15%	-
<u>CHARGES AND UTILITY TAXES)</u>			
COLLECTION AGENCY PERCENTAGE	35%	35%	-
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor	-
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor	-
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor	-
LABOR CHARGE PER HOUR	N\A	N\A	-
METER BOX	Actual Cost+Labor	Actual Cost+Labor	-
METER CHECK AT LOCATION	15.00	15.00	-
OVERTIME CHARGE	52.00	52.00	-
PULLED/SET METER	Labor Cost/1 Hr. Min	Labor Cost/1 Hr. Min.	-
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor	-
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor	-
METER RISER 7"	Actual Cost+Labor	Actual Cost+Labor	-
METER RISER 9"	Actual Cost+Labor	Actual Cost+Labor	-
REUSE WATER (RIVIERA GOLF COURSE ONLY)	300.00	300.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00	25.00	-
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00	30.00	-
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00	40.00	-
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.	5% of Face Amt.	-
BOOT DAMAGED, STOLEN	26.00	26.00	-
HYDRANT RENTAL -			
METER DEPOSIT	1,700.00	1,700.00	-
MONTHLY USAGE RATES:			
WTR 0-2,000 GALLONS	15.31	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WTR 2,001-15,000 GALLONS	7.23	-	(7.23)
WTR 2,001-5,000 GALLONS	7.23	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WTR 5,001-10,000 GALLONS	7.23	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WTR 10,001-15,000 GALLONS	7.23	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WTR > 15,000 GALLONS	8.68	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY	

ADDITIONAL POSTAGE

ANY ADDITIONAL POSTAGE CHARGES INCURRED BY THE CITY (FOR INTERNATIONAL MAILING OF UTILITY BILLS, RETURNED MAIL, ETC.) WILL BE BILLED TO THE CUSTOMER ACCOUNT.

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE		FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SOLID WASTE COLLECTION				-
RESIDENTIAL				-
RESIDENTIAL Toter		23.01	23.01	-
EXTRA RESIDENTIAL Toter		8.90	8.90	-
EXTRA RESIDENTIAL Toter Deposit		30.00	30.00	-
BULK RATE PER CUBIC YARD		8.30	8.30	-
COMMERCIAL				
Commercial Containers	PU/WK			
2 YARD	1	79.92	79.92	-
	2	159.84	159.84	-
	3	239.76	239.76	-
	4	319.68	319.68	-
	5	399.60	399.60	-
	6	479.52	479.52	-
	XPU	19.98	19.98	-
4 YARD	1	159.84	159.84	-
	2	319.68	319.68	-
	3	479.52	479.52	-
	4	639.36	639.36	-
	5	799.20	799.20	-
	6	959.04	959.04	-
	XPU	39.96	39.96	-
6 YARD	1	239.76	239.76	-
	2	479.52	479.52	-
	3	719.28	719.28	-
	4	959.04	959.04	-
	5	1,198.80	1,198.80	-
	6	1,438.56	1,438.56	-
	XPU	59.94	59.94	-
8 YARD	1	319.68	319.68	-
	2	639.36	639.36	-
	3	959.04	959.04	-
	4	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	-
	XPU	79.92	79.92	-
T96 CARTS	2	34.39	34.39	-
Commercial Containers - Deposit	(2 x Usage)	(2 x Usage)		
2 YARD	1	159.84	159.84	-
	2	319.68	319.68	-
	3	479.52	479.52	-
	4	639.36	639.36	-
	5	799.20	799.20	-
	6	959.04	959.04	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE		FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
4 YARD	1	319.68	319.68	-
	2	639.36	639.36	-
	3	959.04	959.04	-
	4	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	-
6 YARD	1	479.52	479.52	-
	2	959.04	959.04	-
	3	1,438.56	1,438.56	-
	4	1,918.08	1,918.08	-
	5	2,397.60	2,397.60	-
	6	2,877.12	2,877.12	-
8 YARD	1	639.36	639.36	-
	2	1,278.72	1,278.72	-
	3	1,918.08	1,918.08	-
	4	2,557.44	2,557.44	-
	5	3,196.80	3,196.80	-
	6	3,836.16	3,836.16	-
T96 CARTS	2	75.00	75.00	-
ROLL-OFF RESIDENTIAL/COMMERICAL (PER PULL)				
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
DISPOSAL COST		Actual	Actual	
DISPOSAL COST - GREEN		Actual	Actual	
DISPOSAL COST - C&D		Actual	Actual	
DISPOSAL COST - MIXED DEBRIS		Actual	Actual	

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
ROLL-OFF RESIDENTIAL/COMMERCIAL - DEPOSIT			
20 YARD	516.38	516.38	-
30 YARD	516.38	516.38	-
40 YARD	516.38	516.38	-
MISC COMMERCIAL CONTAINER CHARGES			
CASTER/WHEELS	10.00	10.00	-
LOCKING LID	15.05	15.05	-
20YD TRASH COMPACTOR	516.38	516.38	-
30YD TRASH COMPACTOR	516.38	516.38	-
40YD TRASH COMPACTOR	516.38	516.38	-
RESET DUMPSTER	68.49	68.49	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
STORMWATER			
STORMWATER UTILITY FEE			
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH. THIS EQUATES TO \$96.00 ANNUALLY FOR SINGLE FAMILY HOMES			
POLICE FEES			
MISC.			
REPORTS	1.00	1.00	-
FINGERPRINTS	5.00	5.00	-
DVD	1.00	1.00	-
VEHICLE EQUIPMENT CHECK	4.00	4.00	-
GOLF CART REGISTRATION	25.00	25.00	-
SPECIAL MASTER	250.00	250.00	-
SPECIAL MASTER (PER DAY)	500.00	500.00	-
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00	-
CODE FINE (CLASS I)	50.00	50.00	-
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00	-
CODE FINE (CLASS II)	100.00	100.00	-
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00	-
CODE FINE (CLASS III)	250.00	250.00	-
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00	-
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	-
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00	-
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00	-
ANIMAL CONTROL			
EUTHANASIA REQUEST BY OWNER	100.00	100.00	-
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00	-
DEAD ANIMAL REMOVAL - PRIVATE PROERTY	30.00	30.00	-
NEUTERED MALE DOG - EACH	5.00	5.00	-
NEUTERED MALE CAT - EACH	5.00	5.00	-
SPAYED FEMALE DOG - EACH	5.00	5.00	-
SPAYED FEMALE CAT - EACH	5.00	5.00	-
UNALTERED PERMIT - EACH	25.00	25.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
FIRE PROTECTION FEES			
FALSE ALARMS			
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	-	100.00	
LIFT ASSIST FEE	300.00	300.00	-
GENERAL GOVERNMENT			
LIEN SEARCH	25.00	25.00	-
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%	
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule	
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost	
NOTE: LIEN REDUCTIONS/MODIFICATIONS			
Pursuant to Section 70-35 the city manager or his/her designee may reduce any fine impose however, said reduction shall not be less than the costs and expenses incurred by the city. Only the city manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.			
PARKS & RECREATION			
FACILITY/FIELD RENTALS			
SICA HALL			
SICA HALL (BASE RATE INCLUDES 2 HOURS)	50.00	50.00	-
SICA HALL (PER EACH ADDITIONAL HOUR)	25.00	25.00	-
SICA HALL DEPOSIT	100.00	100.00	-
SET-UP/BREAKDOWN (PER USE)	25.00	25.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CLUBHOUSE			
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	20.00	20.00	-
CLUB HOUSE (EACH ADDITIONAL HOUR)	10.00	10.00	-
CLUB HOUSE DEPOSIT	50.00	50.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CENTENNIAL PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
LARGE PAVILION DEPOSIT	50.00	50.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
HOLLYLAND PARK			
CONCESSION STAND (PER HOUR-MIN. 2 HOURS)	50.00	50.00	-
CONCESSION STAND DEPOSIT	50.00	50.00	-
PAVILION A (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
PAVILION A (EACH ADDITIONAL HOUR)	8.00	8.00	-
PAVILION A DEPOSIT	50.00	50.00	-
PAVILION B (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
PAVILION B (EACH ADDITIONAL HOUR)	8.00	8.00	-
PAVILION B DEPOSIT	50.00	50.00	-
GAZEBO (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
GAZEBO (EACH ADDITIONAL HOUR)	8.00	8.00	-
GAZEBO DEPOSIT	50.00	50.00	-
HOLLYLAND PARK – BALL FIELDS			
FIELD PERMIT:			
DEPOSIT	50.00	50.00	-
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00	10.00	-
WITH LIGHTS (MINIMUM 2 HOURS)	15.00	15.00	-
MARKED FIELD (PER STAFF HOUR)	25.00	25.00	-
FIELD DRAGGED (PER STAFF HOUR)	25.00	25.00	-
SUNRISE PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
SMALL PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
GAZEBO (BASE RATE 1 HOUR)	8.00	8.00	-
ROSS POINT PARK			
BASE RATE INCLUDES 3 HOURS	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	-
DEPOSIT	50.00	50.00	-
RIVERSIDE PARK			
BASE RATE INCLUDES 3 HOURS	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	-
DEPOSIT	50.00	50.00	-

Attachment: FEE Schedule FY2019-2020-Exhibit A [Revision 1] (2019-R-47 : Fiscal Year 2020 Fee Resolution)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 2630)

8.A.a

Meeting: 08/13/19 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

DOC ID: 2630

Floating Holiday 2019

Based on a citywide employee vote, the Floating Holiday is being recommended for Thursday, December 26, 2019.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 2624)

8.A.b

Meeting: 08/13/19 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

DOC ID: 2624

Safety Matching Grant - Risk Management

Safety Matching Grant:

The City's risk management insurer provides a Matching Safety Grant Reimbursement Program to assist members with their safety and health program efforts. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year. The grant funds are used to purchase certain protective equipment, training, safety program and process needs or physical items that will reduce, control or eliminate potential losses or injuries. The purchases must have an impact on the citizens or employees of the entity.

Safety Matching Grant:

The City's risk management insurer provides a Matching Safety Grant Reimbursement Program to assist members with their safety and health program efforts. Each entity is eligible to apply for a matching incentive of up to \$5,000 per coverage year. The grant funds are used to purchase certain protective equipment, training, safety program and process needs or physical items that will reduce, control or eliminate potential losses or injuries. The purchases must have an impact on the citizens or employees of the entity.

Each year since 2014, the City, through the efforts by the Safety Committee, has applied and been awarded this grant. This \$5,000 grant opportunity has enabled the City to offset some of these types of major expenses. This year the funds were applied to the purchase of the safety cameras located in City Hall and Sunrise Parks, as well as protective safety wear for police and public works employees and a sidewalk repair.

The City's safety committee meets quarterly to not only discuss property, auto and workers comp claims, but each employee member serves as the department liaison to address safety concerns regarding preventable accidents and site inspection findings with department staff and to assist management in identifying safe work practices.

Current Safety Committee Members:

Danny O'Flaherty, Public Works Department (Fleet)
Steven Juengst, Public Works Department (Facilities)
Lynne Weremay, Fire Department
Okalea Circelli, Finance Department
Denise Marquez-Kenny, Police Department
Christopher Yates, Police Department
Richard Beauregard, Building and Zoning Department
Diane Cole, Human Resources, Coordinator/Secretary

PREFERRED GOVERNMENTAL INSURANCE TRUST
 PREMIUM TRUST ACCOUNT
 P.O. BOX 958455
 LAKE MARY, FL 32795-8455

REGIONS BANK
 63-466/631

012273

6/13/2019

PAY TO THE ORDER OF City of Holly Hill

\$ ***5,000.00

Five Thousand and 00/100*****

City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117-2898

MEMO Preferred TIPS Award



 AUTHORIZED SIGNATURE

⑈00012273⑈ ⑆063104668⑆ 0021073503⑈

PREFERRED GOVERNMENTAL INSURANCE TRUST
 0642004 City of Holly Hill

6/13/2019 01227

PTIPS/2019Q3/0642004 6/10/2019

5,000.00

Preferred TIPS Award

5,000.00

PREFERRED GOVERNMENTAL INSURANCE TRUST
 0642004 City of Holly Hill

6/13/2019 01227

PTIPS/2019Q3/0642004 6/10/2019

5,000.00

0.00

5,000.00

Preferred TIPS Award

5,000.00



Sunrise Park South Improvement Change Orders Request

DISCUSSION:

Concealed site conditions discovered during construction at Sunrise Park South for the Boat Ramp Improvement Project have made necessary the request for change orders to the contract with SE Cline. To date, one (1) change order has been denied and two (2) change orders have been approved to the contract, with an additional two (2) being requested. The total of these change orders exceed \$25,000, and as such, needs to be brought to the attention of the City Commission. Below is a summary of change orders received to date:

Change Order #1: Proposal to remove the fishing pier from Sunrise Park South. This change order for the contract with SE Cline was denied as the City executed a more competitive bid from PSP.

Change Order #2: A previously concealed drainage pipe was discovered in the construction site which serves the catch basin at the intersection of Riverside Drive and LPGA Blvd. Change Order #2 in the amount of \$946.56 was approved for a survey showing the location of the drainage pipe and the use of an excavator in determining the termination of the pipe on the east side of the construction zone.

Change Order #3: The drainage pipe discovered on site needs to be incorporated into the overall drainage plan of the site. This requires the extension of the pipe towards the river, the installation of a type C drainage structure and dewatering. This change order was approved for the amount of \$24,050.58, bringing the total approved change orders of this project to \$24,997.14.

Change Order #4: During the excavation of the area surrounding the existing boat ramp, a significant amount of rubble was found. This rubble needs to be removed and fill dirt added. Due to the intensive nature of this work, the cost affiliated with labor is significant, bringing the total to the change order proposal to \$10,136.76.

Change Order #5: This project is grant based, with an ECHO grant scheduled to expire on November 4, 2019. In the event that additional workdays are required, SE Cline has proposed a change order adding (2) days labor to the contract at \$2,771 per day for a total request of \$5,652.84.

Change Orders #6 and #7: These change orders establish the cost affiliated with additional work as well as unit prices for soil and rubble removal. These proposals are intended as an add-on to the existing contract in order to establish unit prices. At this time, no additional moneys are being sought for these change orders.

Below is a financial snapshot of the contract with SE Cline:

Original Contract: \$1,094,325
Change Order #1: \$0.00
Change Order #2: \$946.56
Change Order #3: \$24,050.58
Change Order #4: \$10,136.76
Change Order #5: \$5,652.84
Change Order #6: No affiliated cost
Change Order #7: No affiliated cost

Total Proposed Contract Cost: \$1,135,111.74

Copies of the change orders #2 - #7 are attached under Exhibits A-F.

Due to increased expenditures, staff is recommending that new change orders be approved in the amount of \$15,789.60.

FISCAL ANALYSIS:

Budgeting for this project has been established at \$1,140,440 in fiscal year 2018/2019. Although the contract with SE Cline remains within budget at a proposed \$1,135,111.74, there are additional expenditures in the current fiscal year affiliated with the project including Construction Management performed by Dredging and Marine Consultants in the amount of \$36,700, bringing the total cost of this project to: \$1,171,811.70. Of this total, \$906,207 is grant reimbursable with the City responsible for the remaining \$265,604.70.

Due to savings from removing rather than repairing the pier at Sunrise Park North, there is ample funds in the budget account number 301-8110-580-6300 to account for the increased cost of this project without the need for a formal budget amendment.

STAFF RECOMMENDATION:

Authorize the City Manager approve change orders #4 and #5 with SE Cline and accept change orders #6 and #7 as contract amendments.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS #4 AND #5 WITH SE CLINE AND ACCEPT CHANGE ORDERS #6 AND #7 AS CONTRACT AMENDMENTS.



S.E. Cline Construction, Inc.

P.O. Box 354425, Palm Coast, FL 32135

18 Utility Drive, Palm Coast, FL 32137

Phone: (386) 446-6444 Fax: (386) 446-6481

CHANGE ORDER PROPOSAL

DATE: 12-Jun-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 2
 JOB#: 984

Revision to the original proposal and Scope of Work:

	<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
1 Upham Inc. Survey of unknown stormwater pipe runs.	1	L.S.	\$604.00
2 2 hours CAT Long Reach Excavator w/ Operator	1	L.S.	\$324.00
		Sub Total	\$928.00
		Additional Bond 2%	\$18.56

1. Total price under the original Construction Agreement:	\$ 1,094,325.00
2. Previous Approved Change Orders #:	\$0.00
3. This Change Order Proposal:	\$946.56
4. Total price under the new Construction Agreement:	\$ 1,095,271.56

Total contract days allowed under the original construction agreement:

210 Days

1. Previous contract days requested & approved to date:	1 Days
2. This change order request for additional contract days:	0 Days
3. Total contract days under the new Construction Agreement:	211 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By:

By: _____

Attachment: Exhibit A - Holly Hill Sunrise CO Proposal _2 (2638 : Sunrise Park South Improvement Change Orders Request)



S.E. Cline Construction, Inc.

P.O. Box 354425, Palm Coast, FL 32135

18 Utility Drive, Palm Coast, FL 32137

Phone: (386) 446-6444 Fax: (386) 446-6481

CHANGE ORDER PROPOSAL

DATE: 26-Jul-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 3
 JOB#: 984

Revision to the original proposal and Scope of Work:

		<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
	15" Pipe Extension			
1	Demo/Disposal Existing Headwall & Pipe to facilitate repairs	1	LS	\$1,672.00
2	Cast in Place FDOT Type Pipe Extension Collar	1	LS	\$3,663.00
3	Install 40 LF of 15" RCP with wellpoints & dewater pump.	40 LF	\$231.00	\$9,240.00
4	Install FDOT Type "C" DBI Grate w/ #57 stone & dewatering.	1	EA	\$8,400.00
5	Additional Survey & As Built	1	LS	\$604.00
			Sub Total	\$23,579.00
			Additional Bond 2%	\$471.58

1. Total price under the original Construction Agreement:	\$ 1,094,325.00
2. Previous Approved Change Orders #:	\$946.56
3. This Change Order Proposal:	\$24,050.58
4. Total price under the new Construction Agreement:	\$ 1,119,322.14

Total contract days allowed under the original construction agreement:

210 Days

1. Previous contract days requested & approved to date:	2 Days
2. This change order request for additional contract days:	0 Days
3. Total contract days under the new Construction Agreement:	212 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By: *Scott A. Cline*

By: _____



S.E. Cline Construction, Inc.

P.O. Box 354425, Palm Coast, FL 32135

18 Utility Drive, Palm Coast, FL 32137

Phone: (386) 446-6444 Fax: (386) 446-6481

CHANGE ORDER PROPOSAL

DATE: 26-Jul-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 4
 JOB#: 984

Revision to the original proposal and Scope of Work:

		<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
	Boat Ramp Unsuitable Rubble removal			
1	Additional Fill Dirt at contract value	100 CY	\$5.60 /cy	\$560.00
2	Additional 6 loads Fill Dirt Trucking	6 Hrs	\$80.00 /hr	\$480.00
3	L/E crew for excavation and handling	2 Days	\$4,449.00/day	\$8,898.00
			Sub Total	\$9,938.00
			Additional Bond 2%	\$198.76

1. Total price under the original Construction Agreement:		\$	1,094,325.00
2. Previous Approved Change Orders #: (#02/\$946.56)	Pending CO#: (#03/\$26,671.40)		\$27,617.96
3. This Change Order Proposal:			\$10,136.76
4. Total price under the new Construction Agreement:		\$	1,132,079.72

Total contract days allowed under the original construction agreement:

210 Days

1. Previous contract days requested & approved to date:
2. This change order request for additional contract days:
3. Total contract days under the new Construction Agreement:

2 Days

0 Days

212 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By: *Auth. Sign*

By: _____

Attachment: Exhibit C - Holly Hill Sunrise CO Proposal 4 (2638 : Sunrise Park South Improvement Change Orders Request)



S.E. Cline Construction, Inc.

P.O. Box 354425, Palm Coast, FL 32137

18 Utility Drive, Palm Coast, FL 32137

Phone: (386) 446-6444 Fax: (386) 446-6481

CHANGE ORDER PROPOSAL

DATE: 1-Aug-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 5
 JOB#: 984

Revision to the original proposal and Scope of Work:

	<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
Boat Ramp Unsuitable Rubble removal			
1 Saturday Labor for Boat Ramp unsuitable removal.	2 Days	\$2,771 /day	\$5,542.00
			\$0.00
			\$0.00
		Sub Total	\$5,542.00
		Additional Bond 2%	\$110.84

1. Total price under the original Construction Agreement:	\$	1,094,325.00
2. Previous Approved Change Orders Proposals #2		\$946.56
3. Pending Change Order Proposals #: (#3) \$24,050.58 / (#4) \$10,136.76		\$34,187.34
4. This Change Order Proposal:		\$5,652.84
5. Total price under the new Construction Agreement:	\$	1,135,111.74

Total contract days allowed under the original construction agreement:

210 Days

1. Previous contract days requested & approved to date:	2 Days
2. This change order request for additional contract days:	0 Days
3. Total contract days under the new Construction Agreement:	212 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By:  08/01/2019

By: _____

Attachment: Exhibit D - Holly Hill Sunrise CO Proposal_5 (2638 : Sunrise Park South Improvement Change Orders Request)



S.E. Cline Construction, Inc

P.O. Box 354425, Palm Coast, FL 321

18 Utility Drive, Palm Coast, FL 321

Phone: (386) 446-6444 Fax: (386) 446-64

CHANGE ORDER PROPOSAL

DATE: 1-Aug-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 6
 JOB#: 984

Revision to the original proposal and Scope of Work:

		<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
	Saturday Labor & Equipment Crew			
1	Saturday Labor Overtime Rate	1 Day	\$2,771 /day	\$2,771.00
2	Standard Daily Equipment Rate (Same as M-F)	1 Day	\$2,055/day	\$2,055.00
				\$0.00
			Sub Total	\$4,826.00
			Additional Bond 2%	\$96.50
	Total (Per Unit) Price			\$4,922.50

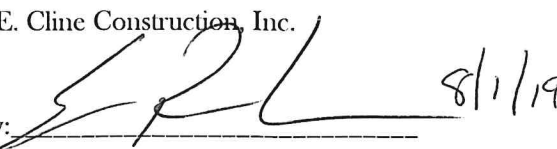
1. Total price under the original Construction Agreement:		\$	1,094,325.00
2. Previous Approved Change Orders Proposals #2			\$946.50
3. Pending Change Order Proposals #:	(#3) \$24,050.58 / (#4) \$10,136.76 / (#5) 5,652.84		\$39,840.14
4. This Change Order Proposal:	Based on Unit Price X Actual Quantity		TBD
5. Total price under the new Construction Agreement:			TBD

Total contract days allowed under the original construction agreement:

1. Previous contract days requested & approved to date:	210 Days
2. This change order request for additional contract days:	2 Days
3. Total contract days under the new Construction Agreement:	0 Days
	212 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By:  8/1/19

By: _____

Attachment: Exhibit E- Holly Hill Sunrise CO Proposal_6 (2638 : Sunrise Park South Improvement Change Orders Request)



CHANGE ORDER PROPOSAL

DATE: 1-Aug-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 7
 JOB#: 984

Revision to the original proposal and Scope of Work:

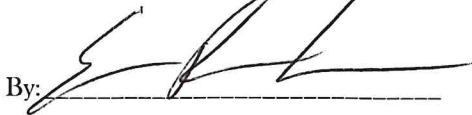
	<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
Unsuitable Soil & Rubble removal			
1 Unsuitable Soil Removal & Replace 0' - 5'	1 CY	\$47.23	\$47.2
Per Unit Price C.O. will be based on actual quantities			
			\$0.0
		Sub Total	\$47.2
		Additional Bond 2%	\$0.9
Total (Per Unit) Price			\$48.1

1. Total price under the original Construction Agreement:	\$	1,094,325.0
2. Previous Approved Change Orders Proposals #2		\$946.5
3. Pending Change Order Proposals #: (#3) \$24,050.58 / (#4) \$10,136.76 / (#5) 5,652.84 / (#6) TBD		\$39,840.1
4. This Change Order Proposal: Based on Unit Price X Actual Quantity		TBD
5. Total price under the new Construction Agreement:		TBD

Total contract days allowed under the original construction agreement:

1. Previous contract days requested & approved to date:	210 Da
2. This change order request for additional contract days:	2 Da
3. Total contract days under the new Construction Agreement:	0 Da
	212 Da

S.E. Cline Construction, Inc.

By:  8/1/19

City of Holly Hill, Florida

By: _____

Attachment: Exhibit F - Holly Hill Sunrise CO Proposal 7 (2638 : Sunrise Park South Improvement Change Orders Request)