

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 23, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION

- 1. Early Learning Coalition of Flagler and Volusia
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - July 26, 2016 - CRA Budget Workshop & Regular / CRA Meeting AND August 9, 2016 Regular Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 4)

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 Resolution 2016-R-34 A Resolution of the City of Holly Hill, Florida, Amending Section 7.8 Sick Leave Incentive Pay of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 2. Resolution Resolution 2016-R-35 A Resolution of the City of Holly Hill, Florida, Amending Section 7.6 Bereavement Leave of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 3. Resolution 2016-R-36 A Resolution Amending the Personnel Rules and Regulations, Creating Section 7.21 Administrative Leave, for Exempt Employees who Do Not Earn Over Time or Comp Time.
(Requested by Joseph Forte, City Manager)
- 4. Resolution Resolution 2016-R-37 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with the Florida Department of Transportation for Traffic Signal Maintenance Compensation; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

6. REGULAR AGENDA

1. Ordinance Ordinance 2979 An Ordinance of the City of Holly Hill, Florida, Relating to Special Events; Creating a New Section of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

2. Ordinance Ordinance 2981 An Ordinance of the City of Holly Hill, Florida, Regulating Food Trucks; Creating a New Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

3. Ordinance Ordinance 2982 An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 4 2 - 6 5 , Contributions ; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

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 Ordinance 2978 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan, by Amending the Future Land Use Map to Change the Parcels Identified as 7Th Street Neighborhood Park from Medium Density Residential to Parks and Open Space; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

8. COMMUNICATIONS

a. City Manager & Staff Reports

1. -DOC-2016-15 Request to Begin Foreclosure Process on Delinquent Properties

(Requested by Joseph Forte, City Manager)

- b. City Attorney Comments
- c. Mayor's Comments
- d. District Commissioners 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.

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1413)**

Meeting: 08/23/16 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1413

Early Learning Coalition of Flagler and Volusia

Seabreeze Kiwanis Club donates \$2,500 to The Early Learning Coalition of Flagler and Volusia to expand the Dolly Parton Imagination Library; Early Literacy Program to the City of Holly Hill.



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

**City Commission
Agenda Item**

MEETING DATE: August 23, 2016
FROM: Valerie Manning
SUBJECT: Minutes - July 26, 2016 - CRA Budget Workshop & Regular / CRA
Meeting AND August 9, 2016 Regular Meeting
NUMBER: (ID # 1397)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from July 26, 2016 CRA Budget workshop and the Regular CC meeting and
CRA meeting and the August 9, 2016 Regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes from July 26, 2016.

Approve minutes from August 9, 2016.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff

- Minutes - July 26, 2016 - Regular City Commission & CRA meeting (PDF)
- Minutes - July 26, 2016 - CRA Budget workshop (PDF)
- FORM 8B - Voting Conflict - Elizabeth Albert - July 26, 2016 CC mtg (PDF)
- Minutes - August 9, 2016 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 26, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

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

B. Invocation

Commissioner Byrnes led the invocation.

C. Pledge of Allegiance to the Flag

Mayor Penny led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA ITEM

1. Resolution

US-1 Median Landscaping (16CRA1) Design and Construction Phase Engineering - Resolution 2016-R-26

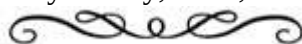
(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 26th day of July, 2016, in Holly Hill



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. PUBLIC COMMENTS**

Mayor Penny opened public comments. No one spoke.

6. APPROVAL OF MINUTES

1.

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

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

Enacted and approved this 26th day of July, 2016, in Holly Hill

**7. CONSENT AGENDA - ITEMS (1 - 5)**

Mayor Penny asked if anyone from the audience wished to speak to any item on the Consent Agenda. No one spoke.

Commissioner Albert stated that she will not be able to vote on the Riviera Estates item and will need to complete FORM 8B - Voting Conflict form with the City Clerk. Commissioner Albert asked if they could remove this item so she can vote on the Consent Agenda.

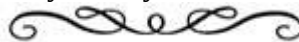
1.

Renewal of Continuing Services Agreement with TMH Consulting, Inc.

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 26th day of July, 2016, in Holly Hill



2.

Payroll & Holiday Calendar FY 2016-2017

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 26th day of July, 2016, in Holly Hill



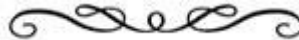
3.

Volusia County Fire Mutual Aid Agreement - Renewal

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 26th day of July, 2016, in Holly Hill



4.

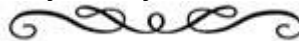
Riviera Estates Agreement / Development Order for Lots 0300, 0310, 0320, 0270, 0250, 0260, 0180, and 0130

(Requested by Joseph Forte, City Manager)

Commissioner Albert abstained from voting on this item. FORM 8B will be completed and turned in to the City Clerk.

RESULT:	APPROVED [3 TO 1]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Penny
NAYS:	Capers
ABSTAIN:	Albert

Enacted and approved this 26th day of July, 2016, in Holly Hill



5.

Special Assessment Stormwater Agreement

(Requested by Kurt Swartzlander, Finance)

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

Enacted and approved this 26th day of July, 2016, in Holly Hill



8. REGULAR AGENDA

1. Ordinance

Ordinance No. 2977 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article II (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/9/2016 7:00 PM
MOVER:	John F. Capers, District 3 - Commissioner	
SECONDER:	Elizabeth Albert, District 4 - Commissioner	
AYES:	Byrnes, Currie, Capers, Albert, Penny	



2. Ordinance

An Ordinance of the City of Holly Hill, Florida Amending, the Land Development Regulations, by Amending Section 114-765 Schedule of Dimensional Requirements to Amend the Front Yard Setback of the R-1 Single-Family Zoning District ; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/9/2016 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John F. Capers, District 3 - Commissioner	
AYES:	Byrnes, Currie, Capers, Albert, Penny	



3. Resolution

Lease of City Owned Land on Riverside Drive for the Purpose of Building a Private Dock and Boat Lift - Resolution 2016-R-28

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation.

The following individuals spoke to the Mayor and City Commissioners:

Ray Plate, 1580 Riverside Drive, Holly Hill, gave the Mayor, Commissioners and Mr. Forte a copy of his speech as it pertains to this agenda item. Mr. Plate shared his concerns about the leasing of river rights in our City park across from 1570 Riverside Drive. Citizens of the 1500 block and Holly Hill, Florida ask the council why we weren't asked our opinions of variance of property which is currently a public park located across from 1570 Riverside Drive and other properties. Property at 1570 Riverside is currently being leased as a multiple dwelling residence but is listed with the Volusia County Property Appraiser as a single-family home and is currently homesteaded. Does this property have a property management license for leasing and proper safety inspection and is it insured as rental property? With this being said, is it in the best interest of the citizens, whom are also taxpayers of Riverside Drive, Holly Hill, Florida and our park systems to give rights to build another possibly unsafe structure in our community to someone that isn't even following current standards that govern our city of Holly Hill? We, the citizens of Holly Hill, request that if this lease is granted to 1570 Riverside Drive, shall not ever be transferable if the property at 1570 Riverside should be sold in the future and we request that this is documented in case of future sale of property. If this lease is acceptable, other law abiding citizens of Riverside Drive would like to have the available options granted to them at the same lease price which at that time would have to meet the same insurance coverage that hopefully has been set in place by the City Commission. If above requests are not met, for the safety and value of Holly Hill, please leave our public park systems alone to be used by our community, which in essence, is fair for all tax paying citizens. To help our police officers and community, leaving public park systems in place helps to fight against 15 unwanted predators, it is therefore, in the best interest of our community to leave the property across from 1570 Riverside Drive as a public park without leasing any part of our parks. Furthermore, the police have been called there over and over because it's just like a rotation of people moving in and out. It doesn't do anything for his home and it doesn't do anything for his safety by no means. They caught a burglar in there when he said that he knew someone in there, the police let him go. There's been two wrecks in front of the place, he doesn't believe anybody ever called the police because maybe it was uninsured motorists, he doesn't know but he ran out there. His neighbor that is next to him now, the one before him, a female, is the one that alerted him that there is someone breaking in the house and he said call 911. All he is saying is he had to have a variance, he had to talk to everybody in the community and send them a registered letter to get his five feet out which is now okay but that's not the point. The point is, is he did it in the proper way and he does abide by Holly Hill's statutes that there is no multiple dwelling in his home but there is on his block. The zoning people, he has pictures of the handrails, and they are not even connected and part of it doesn't even have handrails for the second floor. That's not safety. There's children, there's dogs, there's everything else always over there and all he can say is if somebody gets hurt on your

dock that you lease, who are they coming after? The leaser. He has three properties in Holly Hill and he thinks about that every day and he does pay his insurance. He doesn't know that the dock would be built safely. He doesn't know that it would bring up the value of anything. Once again, if they are able to do something like this, and then turn right around and put it back up for sale just to line their pockets, once again, it does nothing for our community, does nothing for the safety. Right there is the Police Chief and he can tell them that, he believes that he would tell them, schools, parks, libraries sexual predators and other kinds of predators are not allowed there and if they happen to know them and see them, they can immediately use that as a vice to arrest people he doesn't want in his community and he doesn't think anybody in this room would. If the Commission approves that to people that don't live at these properties or don't take care of their fellow community people, he thinks this Commission has failed. That's his personal opinion.

Commissioner Byrnes asked Mr. Plate about his five feet. Do you have a dock in front of your property?

Mr. Plate stated no, sir.

Commissioner Byrnes stated, okay. I didn't understand the five foot reference.

Mayor Penny stated Mr. Plate put an addition on.

Mr. Plate stated at one time, someone told him that something was wrong and he worked it out and he paid for a variance and he sent letters to all his neighbors and they responded and some didn't and the city allowed him to do it. If anything, they can go look at his house, he isn't bragging because he was a part of it but if it doesn't bring up the value of his neighbors...

Commissioner Byrnes stated that's what he was trying to understand. If he was complaining about the lease or the current condition of the property.

Mr. Plate stated he is complaining that the city would lease a park property for one person. It's always been a park and the people the city wants to lease it to don't live in the community. All they do is gather money. He has, which is public record, that shows the...

Commissioner Byrnes stated they're going too far. Mr. Plate answered his question.

Eric Krolenger, 630 S. Beach Street, Holly Hill stated his parents owned the property next door to that property, 1570 Riverside Drive, and they owned it for quite a while and that property has never been a park. There was never a fence around it before. He is not sure how that came about but the fence around it now has caused it to be a park or something but it was never a park. That's pretty much riverfront property and we would like to have the riparian rights because if you have a house on the river you can have a dock and a boat on the river and its part of what goes along with having something on the river. A few years back all the properties going south there was an issue with who owned property on the river and it ended up that the County gave them all the riparian rights, all those properties except for these two, which he thinks was Ms. Albright's and his parents. He would have liked to have that as well. He doesn't understand what...the city has no benefit for riparian rights so it would only benefit like these two houses that's pretty much all they want. Just down the street there's a park, Flomich Park. If the issue is access to the river, all the streets that come into Riverside Drive, the best way for people to have access is that little area in front of the streets cleaned out and a bench there and that would give everybody access that lives in walking distance portion of the river. He

doesn't think this piece of property is that big of an issue. There's a nice park off of LPGA Blvd., there's Flomich Park and up in Ormond in there's another park. He doesn't see why it should be a real big issue to allow us to have riparian rights and allow Ms. Albright to have that lease.

Jeff Martin, 934 Jasmine Avenue, Holly Hill, stated all he is asking is a layman's clarification on the proposal and he would also like to know if there is precedence in Holly Hill for private leasing for public property and has it happened before? If it has taken place before, he would like to know that.

Bill Arthur, 1570 Riverside Drive, Holly Hill, asked has that already been declared a park?

Mayor Penny stated the use is a park.

Mr. Arthur stated it surprised him because he knew they wanted to name it a park and that's fine and he questioned the reasoning but it is fine. The thing that the city has done so well that the city prevented all the things that Mr. Plate had said would have happened. It would make the value of the property go up if someone wanted to buy it, tear it down, do whatever it would make the property go up. The lady that has that property has lived in it or her family, forever, longer than Mr. Krolenger has. The one thing that Mr. Krolenger said that I do believe should be done, I believe that all the properties on Riverside Drive should have the same rights as they do on 1570 Riverside Drive and when I say that, when they talk about all the people that are going, when someone goes to a park, if it's in front of your house, I would not have the right to address those people if they were in my front yard because it is a park. He would have to call the police and they would come and do what they have to. If you own the property, if you have or have any kind of connection to it, if anybody is messing with the dock or anything to do with it, I have the right, as an owner, to go and question those people what they're doing without having to call the police. He's glad Mr. Plate owns three houses, I've owned twenty something houses in Holly Hill and I've owned them, I've never been asked if I was a predator. Anytime he's bought a house, every time he sold one, they were never questioned whether or not if they were a predator. He respectfully think what the City is doing right now would be the best for all the people in Holly Hill. It will up the tax rate and Ms. Albright, the owner, had been paying taxes. That's the big exception. She's been paying taxes on that property for over fifteen years. Fifteen years paying for something that she was never allowed to do until all this came out, they didn't know that. He's always taken up for the people on Riverside Drive. He thinks it's one of the prettiest streets in the whole country and he can see very clearly...let him start again, he's a little rusty. For 115 years we've managed to keep buildings off of Riverside Drive other than the exception that is right there and it's the best thing the city has ever done is by doing that. The city has done it forever and ever. The one case, the one exception they made was to Steve Smith who used to keep his yard immaculate, now it's a pig pen. Mr. Arthur stated he does agree that whenever you have these rules and you had some pretty stringent rules that the dock had to be kept in good shape, he's glad that they did that. He thinks that it should be done. He thinks the city handled it properly. He thinks it's a good idea all the way around for anybody and he doesn't think Mr. Plate knows what he's talking about.

Mayor Penny closed public participation.

Mayor Penny wanted to ask Mr. Forte a few things. Mr. Forte, a few questions that came

up...are there any current code violations on the property?

Mr. Forte asked on the 1570 upland property or on the riverfront property?

Mayor Penny stated the upland property.

Mr. Forte stated he doesn't know. He has not had Code Enforcement go out there to do an inspection. He knows there was an issue with the staircase and Code Enforcement had addressed that some time ago. He doesn't know the current status of that.

Mayor Penny asked has there ever been a property leased through a private party to the city before?

Mr. Forte stated that's a two-part question. The city doesn't lease public property like a right-of-way. In this case, this is city-owned property by deed simple title the same way the city has The Market and the city leases The Market. The city owns The Market and it's leased the same way the city owns this land. The Commission has the option to lease this land because it's independently owned by the City of Holly Hill. It's not a right-of-way that the city would issue a lease on a piece of frontage in front of somebody's home that is a right-of-way. There's a difference there. Yes, we do lease other city-owned property.

Mayor Penny stated and this lease would not disturb anything other than five feet above the main high tide so the park status of the remaining property would still remain a park?

Mr. Forte stated what the lease provides for is that the upland property owner will be able to have access to the land to construct the dock. At the end of the construction, whatever the width of that dock is and a typical dock going out to a boat lift area is probably anywhere from six, eight, ten feet wide and then you get to a dock landing area and a boat lift. What would be leased would be the width of that dock, the walkway going out, and one foot of the main high water mark. In addition to that, this lease allows for an easement to go from that dock location, from the walkway location, across the land, under the road so that they can run a water and utility supply line.

Commissioner Albert stated when it comes to this particular issue, this is an issue that has been an ongoing situation for the city for at least the last two in a half to three years. Prior to this City Manager there were some thought processes about actually selling these city-owned properties, which started this whole avalanche. Through the course of this whole process, she thinks what has happened is, is there has been some misinformation shared and we need to go back and re-educate, very briefly, about the facts of this whole situation. The city has gotten itself into its own mess with the onset of selling this, all these properties but she thinks over the time, staff including the attorney and the Commission have done the very best that they can to deal with this. She thinks that this lease agreement, the one foot, west of the main high water mark, which she noticed in the document when she's looking at it on 8.3A, it says five feet west of the main high water mark, so is it one or five?

Mr. Forte stated it is one foot. What Commissioner Albert is looking at is, the City Attorney put this in here so that it gives the upland property owner some flexibility as to where that dock is going to be set and once that's done, that initial lease goes away and they will end up with a final lease of property, which is in the next paragraph and that is where it will be determined to be one foot of the main high water mark.

Commissioner Albert stated she doesn't see that language in here. Will it be added at a later time or is this the final?

Mr. Forte stated he will have to make sure that's added. It's supposed to be one foot of

the main high water mark which is where the dock will be attached.

Commissioner Albert stated okay, if you can have that added in because that's important to put that in there. Commissioner Albert stated she wants to go back and acknowledge the comments that were made about the state of the property at 1570 Riverside Drive. She thinks that although those things are important, she doesn't know that they are relevant to the lease in itself. She understands because she lives in a neighborhood that just had an issue come here and she gets what Mr. Plate is saying. She completely understands but as far as what they are voting on, which is solely this lease, that's what the Commission has to look at and she understands that. However, in this lease there is language about the maintenance, the upkeep and the repair of the dock itself, it's in paragraph four as well, so she thinks the city has built that safety net in there that Mr. Plate is concerned about. If there are concerns about the property at 1570 Riverside Drive, that's a separate issue. That has to be addressed in a different way. If there are issues then the city has to look at that in a different way but not as it pertains to this lease. Another thing she wants to make sure she talks about because she knows it's been very important to you and she's brought it up here before herself is the fact of the park and the protections that it affords our children. My understanding and please correct me if I'm wrong because it will make a difference to me, my understanding is that the park stays intact and so all of the protections that the park affords are not going to be in any way disturbed. The predator, 2500 feet, that still remains intact. We're just allowing this dock to be built one foot of the main high water mark. Finally, she is very curious about the very good point that was brought up about what happens to the lease if the property is sold? Does the lease continue with the new owner of the home or is the lease specific to the lessee that signs it?

Mr. Forte stated he highlighted a section with regard to the five feet. The five feet goes across the entire width until the dock is finalized. Once it's finalized, there will be a survey of where the dock actually sits and it will be five feet west of the main high water mark and in talking to the City Attorney, the reason for that is because as you get tides that come in the main high water mark is the average of the high and low tide so at a high tide they wouldn't be able to get access to the dock. They would be standing in water to get there so the reason that it's five feet west is so that they have something to step onto during the high tide. Its five feet of the main high water mark is where the dock is going to be, that's the area that they will be leasing. The City isn't granting riparian rights, we're leasing five feet west of the main high water mark. That's what the difference is and that's why he highlighted it on the screen so that the Commission can see that's how it's interpreted.

Commissioner Albert asked if Mr. Forte can comment on the transfer or what would happen if the property got sold?

Mr. Forte stated this lease will be record with the Clerk of the Court and it will go with the property not with the owner of the property. If the property sells, a buyer will be buying this lease as well. It runs with the property for 99 years.

Mayor Penny stated he thinks that's an important issue because he thinks that's the only reason that he's in favor of this lease is that when the current owner purchased the property, on the property appraisers website it said riparian rights and riparian rights would go with the purchase. For a homeowner to pay property taxes for 15 years and then question the property appraiser about it and then the property appraiser adjusts it and

removes that from them, he thinks it should be transferable. If there were no riparian rights back then, it would have never transferred. It would have never been there. He truly believes that the purchase of the property was done based on the fact that the government, Volusia County Property Appraiser, said it was riparian rights. That's the only reason they are here tonight. If it didn't say riparian rights 15 years ago, they wouldn't be here tonight. That's what make this unique.

Commissioner Albert stated she's not sure she agrees with that. She thinks what happens is the land is...the city isn't responsible for that and she thinks the city has had a variety of issues that point out the land doesn't always get it right when it comes to Holly Hill and what happens here. She knows if you were to purchase a property that already had a dock that dock would then become yours so that is reasonable and understandable but this is not that case. This is a lease and the city is entering into the terms of this lease with the current property owner. She knows once the dock is constructed it's not going to go away if the house is sold so she's not sure if then the dock could revert to being part of the park or...she doesn't understand how they didn't come across this to think about it or talk about it in the workshop and all the time that they've spent on this.

Mr. Forte stated Section 11 of the agreement, the covenants running with the land, it states, *"this lease shall be recorded in public records of Volusia County, Florida and shall be binding on the current and all future owners of the residence. This lease shall be considered a covenant running with the land and it shall be binding on future heirs and assigns. The lessee shall pay for all recording costs."* Mr. Forte stated when they are talking about a 99 year lease, there has to be an assumption that the current owners are going to sell the property. Otherwise, it would be a different term and condition. With a 99 year lease it runs with the land, it runs with the upland property.

Commissioner Byrnes stated it would be silly if the lease didn't go on because if the new owner got it, they would have to destroy whatever dock was there. He doesn't think that's a very big deal but what he does see is some people concerned about the loss of the park status and the city is not leasing the entirety of the park and we're not selling it like some people would have wanted in the past. The only liability that he can see is if the dock owner leaves their gate open and somebody gets hurt on the dock, it is not the city that gets hurt, it's is because that dock is the private property of the property owner. That's why people will see all of these signs "Private Property" or "No Entry" because those owners are protecting their liability. If somebody doesn't insure it properly then the person that gets hurt may get their house. When he looks at the entirety, he also thinks about what the Mayor said. There's a lot of people down there who thought they had riparian rights and there's a lot of people who paid tens of thousands of dollars in taxes thinking that they had riparian rights. He sees this as a template to fix the problems the city has with those people because one of the comments that was said is that they wanted to basically do the same thing. If you own riverside property and you want to put a dock there, I don't have a problem with leasing five feet of land so that you can put a dock in front of your property if your deed said you had riparian rights or the property appraiser charged you for riparian rights for however many years it was going on from the time those deeds were recorded.

Mayor Penny stated as he understands it, this is the only parcel.

Commissioner Byrnes stated this is the only person that's come to the city.

Mayor Penny stated it's the only one that had riparian rights according to the property

appraisers website.

Commissioner Capers stated it does have riparian rights. They didn't own the property. That's where you're confused. That property does have riparian rights.

Mr. Forte stated they don't have riparian rights.

Commissioner Capers asked how are we going to get riparian rights then by renting it to them?

Mr. Forte stated we are not giving them riparian rights. We own the land. We are leasing the land which is five feet.

Commissioner Capers stated so that land does not have riparian rights?

Mr. Forte stated it does not. You can't have riparian rights on land that's owned by someone else. The riparian rights come in with regard to that section of the property, primarily south of 14th Street where the road right-of-way exceeds into the water, that they granted those upland property owners one foot of the main high water mark to have access to the water. That's where you have a riparian right over a right-of-way. This is owned by the city and somebody can't have riparian rights on property that's owned by someone else. For example Commissioner Capers, you own the property across the street from your house, you cannot grant someone else riparian rights to your property.

Commissioner Byrnes stated no but he can put a dock out there if he wanted to.

Mr. Forte stated he owns the property.

Commissioner Byrnes stated because the riparian rights only means that, that property is an extension...

Mr. Forte stated is an extension of the land.

Commissioner Byrnes stated of his land but he is only putting up a dock.

Commissioner Capers stated if somebody owns the land the automatically have riparian rights?

Mr. Forte stated if they own the land they don't need riparian rights because they own the land.

Commissioner Capers stated, okay. He doesn't think that's accurate but it doesn't matter.

Mr. Forte stated you own the land and all riparian rights as applicable. So in this case, the city owns the land and any riparian rights.

Commissioner Capers stated so the city could put a dock out there now if we wanted to?

Mr. Forte stated, correct. The city could put a dock up.

Commissioner Capers asked can the city put a dock up in any of those parcels?

Mr. Forte stated if the city owns them.

Commissioner Capers stated, anywhere. South of 14th Street...there's about eight parks. The city could put docks at any of those?

Mr. Forte stated if the city owns the land, we can put a dock up.

Commissioner Capers stated well we do, those are the city's parks, correct?

Mr. Forte stated the difference is this is a piece of property that we own fee simple title. The others are right-of-way. If they're right-of-way the conditions are different.

Commissioner Capers stated okay so this is not like what Commissioner Byrnes was talking about this will open up to allow anyone else who lives across the street from one of our parks to put up a dock.

Mr. Forte stated not necessarily. In this case, he believes, the reason the Commission directed him to go in this direction was because the upland property owner had been paying for riparian rights and believed they had riparian rights. He is not aware of any

other upland property owner that had been paying for riparian rights or believed they had riparian rights. That's the distinction.

Commissioner Byrnes stated the city's liability, whether there's a dock there or not, doesn't change as he understands it.

Mr. Forte stated under Section 5D, the lessee has to obtain liability insurance in the amount of \$500,000 and beyond that the City is held harmless.

Commissioner Byrnes stated that's what he thought. He is trying to address all the issues because it is an inflammatory thing.

Mayor Penny stated Mr. Forte, I thought we had addressed that clause depending on the insurance carrier, \$500,000 may not be available. For example, if the upland house is insured through *Citizens* which many of our homes in our community are insured by the maximum insurance that someone can obtain is \$100,000 through that carrier.

Mr. Forte stated he had the language in there and he thinks the city attorney changed it back to \$500,000 because the way it was written said, "*\$500,000 or whatever the insurance carrier may provide.*" Suppose an insurance provider doesn't supply it then can they go without it? He wasn't sure why...he thought they had it at \$100,000 but he's not sure why they changed it.

Mayor Penny stated he thought it was down to \$100,000 because most carriers, the most they will do, is \$300,000. Citizens only go to \$100,000 so that's something that may need to be addressed.

Commissioner Albert stated we are running at a deficit tonight because the City's Attorney who drafted this is not here. She doesn't know if it's appropriate to maybe table this until he is here again and we could, maybe in the interim, work on some of these things that we are having an issue with tonight and bring it back when the attorney comes back.

Mr. Forte stated let's see what the list of questions are. So far the only thing to address is the insurance.

Mayor Penny stated, right.

Mr. Forte stated and if the people leasing property don't have an objection to that.

Commissioner Albert stated she's just putting it out there because she thinks this is a very important decision and she thinks that all of the facts need to be clearly and explicitly stated and if there's questionable points within it. She doesn't see the harm in waiting two weeks but she's not directly involved in this other than...it's been so long, she thinks everyone would appreciate getting it right. That's just her opinion.

Mayor Penny stated the alternative is that they can go ahead and take action on it subject to interpretation of Section 5B.

Mr. Forte stated if the insurance is the only outstanding question, whether or not they can obtain \$500,000 or \$100,000...

Mayor Penny stated they need to ask their insurance carrier also.

Commissioner Currie stated she has some questions and comments. Some of the questions she has are and she knows that they discussed some of these but she wants to make the rest of the Commission aware of it. One of her concerns was, on the lease, where it discusses...Section 3, the terms of the lease for payment, she had concerns where they discussed if there's a late payment there was a 10% penalty and all that stuff but it never really discussed at what point it was in default. They just talked about if its 10 days late there's a 10% penalty. In her discussion with the City Manager her concern

was they had nothing in here to indicate what point is it in default. The City Manager said it would be after the 10 days but she would rather have it spelt out if she were to approve this.

Mr. Forte stated the lease payment is due and if it's not received on the date it's due, there's a 10% late payment that the city can collect within 10 days. If not received within the 10 days, at that point, the city begins its violation of the contract process and the city goes ahead and revoke this. If they then, during that process, which could take some time, they come forward and they pay, they have to pay 10% for that period of time.

Commissioner Byrnes asked where does it say that?

Mr. Forte stated its in Section 3.

Commissioner Currie stated it doesn't necessarily say all of that.

Commissioner Byrnes stated he doesn't see it in the terms of lease section and that's why he was asking.

Mr. Forte stated it says there should be a 10% late penalty if the payment is not received by the city within 10 days of the due date and all interests shall accumulate at the highest rate allowed by law applied to the total unpaid balance plus the late fee for payments made more than 10 days after the due date. If the monies are not received within the 10 day time period then the city will go ahead and start the violation of contract process and then if that takes two months and they decide to pay then they will be paying the percent on top of that.

Commissioner Currie stated but her concern is there is nothing that spells that out in here. It only talks about the 10 days and the late penalty of 10%. That was her concern but the City Manager did tell her the process would start after that. She concerned about how many other properties would be eligible for the same consideration. Obviously, they know that they have at least one person in the audience that's interested. She can tell them back when the previous City Manager brought this up a couple of years ago it was to sell the properties and she wasn't in favor of it then and at some point it was brought forward a couple of different times and she hasn't been in favor of it at any time it was brought forward. One of the reasons is, is because she doesn't want that very thing to happen. She doesn't want to open it up to just everybody being able to have access. She thinks she made it clear back when they first voted on this, without Commissioner Byrnes and Capers, that she wants to keep Riverside Drive as pristine as they can, not saying that a dock is going to disrupt that completely but she doesn't want to take that possibility of what might happen not being able to have her crystal ball.

Mr. Forte stated as he was saying, if the city does not receive its payment within 10 days, under Section 7, the termination of the lease, the city will provide written notice to the property owner and the city gives them 30 days to correct it. If they don't correct it within 30 days the city may terminate the lease.

Commissioner Currie stated that was breach of the lease for a different issue.

Commissioner Albert stated so if termination proceeds and the lease is then in effect and the city doesn't have that relationship anymore then who owns the dock?

Mr. Forte stated the city.

Commissioner Currie asked if that's in the agreement?

Mr. Forte stated yes, the city takes ownership of the dock.

Commissioner Currie stated because she doesn't remember reading about that either but she could have just missed it.

Mayor Penny stated and to her concern about other properties, he thinks Mr. Forte stated that to his knowledge this is the only one with this unique situation.

Commissioner Currie stated but it doesn't mean that people won't come here and ask for the ability to do something.

Mayor Penny stated that's true.

Commissioner Currie stated she is concerned about this insurance issue because in the agreement it's \$500,000 and now they may think it's \$100,000 or \$300,000, they're not sure so that's a concern to her.

Mayor Penny stated but from a risk management perspective, we are no more liable or less liable based on the amount of insurance they have.

Commissioner Currie stated okay because from her old cop days that's her main concern, liability.

Mayor Penny stated they're going to sue the city if they trip on the sidewalk.

Commissioner Currie stated they can ask the Police Chief, liability is all they think about.

Mayor Penny stated you're right.

Commissioner Currie stated she agrees and can sympathize with the part about paying for riparian rights but she doesn't necessarily agree with that the city has to clean up the County's mess. The County makes messes...they made a mess in Commissioner Albert's subdivision and the city can't clean that up, unfortunately. To a question that was asked by Jeff Martin, if the city actually leased properties in the city, she believes there's a huge difference between leasing a structure like The Market and leasing land property. She doesn't look at those two as the same. Those are completely different to her. The city has actually began to look into selling The Market because the city doesn't want to be landlords. The city doesn't feel that being landlords is the city's job. The city is looking into selling that. Another point that Mr. Plate brought up that she has a little bit of concern about is if the property has issues and the lease that she's looking at they are required to maintain the dock then that tells her that there may, may not be issues with maintaining the dock, she has to take that into consideration. She doesn't know that she agrees with Mr. Bill Arthur in regards to it being the best for "all of Holly Hill". It may be the best thing for that small little section of Riverside and looking at Mr. Plate's letter that he gave the Commission, she's not even sure can conclude that it's the best for that little bit of section of Riverside because there's seven homes that she has that have signed that it's not. Lastly, it concerns her that Mr. Bill Arthur would believe that there's some kind of right to questioning people that are entering into that park to get access to maybe the back part of the park towards the dock because he made a statement that it would then give him right to question people that are there if it was leased to him. That's concerning to her and she's sure it would be concerning to the Police Chief if there weren't any issues brought up with that. That's all she really has to say about it. Again, she wasn't in favor of it in 2014 when it was brought up to the Commission to sell these properties and she can't say as though she's been convinced of being in favor of it now.

Mr. Forte stated just to follow up on the possession of the dock. It says, "*upon termination, whether with or without cause, all improvements to the Final Leased Property, including a dock, shall become the sole and exclusive property of the City without any compensation being owned to the lessee.*" So if somebody asks what happens

to the dock it becomes the city's. I don't want to speak for Mr. Bill Arthur but I think his comment was that if somebody is on the dock he has the right to question them being on the dock. He doesn't have the right to question anybody being in the park because it's a public park.

Commissioner Albert stated Mr. Bill Arthur said as well if he "owned" property and people were on his private property, he could question them. Just for clarification.

Commissioner Capers stated when he took office, he was sworn in, did an oath and the oath was that he wouldn't give favoritism to his friends, family, current and past government officials and he sticks by that 100%. He knows Mr. Bill Arthur and he was a good mayor, he's a good man. He has met Marci Albright before and she seems like nice people too. He's never had words with either one of them. This isn't anything personal at all, he is just stuck to not doing favoritism. He has a list of stuff here that he will go through. A few of the things there were said were the city-owned Market lease and The Market lease wasn't leased to a place that became private and the public couldn't go there, it's completely different. He also heard this City Manager and the Mayor has said several times saying that the government makes terrible landlords and that they don't want to enter into these deals and every time the city has gotten into these deals it's been terrible. When you look at this piece of property....let me back up a little bit. I understand that they paid taxes or that they thought they had riparian rights, I understand they paid taxes for a number of years. To me, it was the County that made that error, not Holly Hill. So to him, the only way to correct that is for them to hire an attorney and go over to the County and say they want their money back or something. For the city to try and correct a wrong that was done to them...the City of Holly Hill did nothing wrong. The city does not owe Mr. Bill Arthur or Ms. Albright anything. The city does not owe anybody anything on this. So for the city to try and make right an error of the County or the fact that they may have failed due diligence to find out if they had it does not mean that the city is the one to correct it. A second point to that, on that property, the neighbor Mr. Krolenger, was he offered or could he build a dock right there too? There's one and then there's his and there's Mr. Plate's. Can all three of them do it? What does this open up? The other thing too, the city is going to allow them to do it because they were burnt on their taxes but all the citizens of Holly Hill should have an opportunity to pay \$350 and buy that. Why is the city specifically allowing one person just because they happen to live across the street, just because they got burnt by the County does not make this... "let's make this right." This isn't making it right. Now to him, if they built a dock and the dock was a public dock then he would say yes, that's all for the citizens, that's great. Citizens can use it, it's in front of their house, they have a dock. We have a dock, it's in front of their place, everyone can use it that would make sense to him. He could see doing that but to have a gate across it saying no, this is just my dock at a city park, he thinks is wrong. The \$350 a year certainly, is certainly not going to put Holly Hill over the top. It's not a huge windfall. It's nothing that's going to make the City of Holly Hill rich so that's not going to benefit the citizens. He sees people fishing down there all the time and so right now if they cast their pole out and they sit at the picnic table, right now they can go...here's the dock at the house, the seawall, they can fish anywhere in this direction that they want. Once the dock is up, now they're fishing between two docks. They're fishing between that wall and that dock. Now if they catch a fish, he's going to shoot under the dock. It just doesn't make much sense to put a dock that close to that

other place either. He doesn't think that it's up to the city to make it right, he also doesn't think that the city should give any kind of special favoritism to anyone in particular. This has got to be for the city. This has to benefit the entire city and all the citizens of the city and if it doesn't, he thinks it's wrong. He has a dock and he loves his dock, he understands wanting a dock, he feels sorry that they bought the house and didn't know they didn't have it. He feels bad that they paid that money but again, it's not up to the city to correct that.

Mayor Penny stated after his comments, if you came up and spoke during audience participation on this item, he will allow them to come up in the same order that they came up previously and have two minutes to readdress this Commission. He thinks that's the fairest thing the Commission can do for everyone concerned. Mayor Penny stated what he enjoys about this city is that the city tries to fix problems and sometime they hash things out and hash things out, one way or another, this thing is going to be put to bed tonight. It's either going to be a yes or no. When this came before the Commission several years ago, they were faced with one of the worse recessions this Country has ever seen and the city taxes were down and the city needed a new fire truck. The City Manager at that time said if the city sells all of the surplus property on Riverside Drive there's enough money to buy a fire truck. Great. He raised his hand. Let's sell it. Then they found out through the title search and advice from the City Attorney, the city really can't sell any of these properties. The only property that the city could really sell is this one parcel that they are talking about tonight. Then it came before the Commission and they had a workshop and they talked about it and again, he was in favor of selling the property to the upland property owners. Until he went and met with the citizens, he met with Mr. Plate and heard his concerns. Commissioner Capers is right, this city makes terrible landlords when it leases retail space but he has to take exception on this because if the city leases this space the city has control of the park. All the concerns he has heard about...the predators in the park. If the city sold this property the new owner could do whatever they want and the city loses the park status. Anybody that knows him, knows how long he has been sitting here and knows how he always wants to come up with a compromise. He wants it to be a win-win. Unfortunately, a win-win sometimes is a lose-lose, not everybody gets what they want. He doesn't think they live in a black and white world. What he appreciates about this city and this Commission is they get dirty. They get in the gray area sometimes and they try to fix it. He's been part of this discussion for several years and he doesn't think there is any favoritism here. He tries to put himself in the applicants position. Yes, there's enough fault to go all around. Was the property purchased hastily? Was there a title search? Was there this? Was there that? He doesn't know. All he knows is there was a document that he has seen that says this property has riparian rights. As a lay person, if he bought that property, he would assume that means you can build a dock. He understands that's not really what riparian rights means and Mr. Forte gave the Commission some information about it. He would have assumed that he had riparian rights and if he paid property taxes on it. Is it the city's obligation to fix the County's problem? No. He thinks if they can come up with a compromise that addresses most of the concerns from most of the people...the park status was the biggest concern. They don't want to lose that park bench because there are people who walk their dogs, people who get tired and need a place to rest. There's still going to be a bench there and people will still be able to rest. At the end of the day, this property owner wants to put up

a dock. They have a piece of paper that he would have assumed gave them that right but they didn't legally have that status. It wasn't on their deed. It was a mistake. He doesn't know who made the mistake but he is fully supportive of leasing the space to allow them to make a dock. He trusts that the city can work out the small little glitch. The only glitch that he heard was the amount of the insurance which he brought up.

Mayor Penny opened public participation on this item again for two minutes only.

Mr. Plate stated even when he got a variance because his survey was over two year's old, he had to get another one. Maybe Mr. Bill Arthur should have gotten a survey, maybe a title search. That's not my fault either but when I bought my property, I was also told that, that will always be a park across from me. That there wouldn't be any gate that says no trespassing, it didn't say that. Not when his realtor sold him his place but he did have it surveyed and he did do his homework. If someone else didn't, that's not really his fault. It's not the fault of his family. They just built a beautiful addition on the front of their home so they can look out. He really doesn't want to look at anybody's dock. If he had known that maybe a dock was going to be there that he would have to look through, truthfully, maybe he would have bought a different piece of property. If he can have a dock because part of his property leads across the wall, across the street from him...Donnie Moore put there, and it doesn't go on an angle if they pull the appraiser and look at the documents, it's supposed to be straight. So he would have that right to have a dock over there too. He really doesn't want a dock because he doesn't want to take away from the City of Holly Hill and all of the people that walk there, including the Veterans that walk every Monday with their dogs to make them service dogs to give them to people who have been in the service that need a friend as in a dog and they stop there and water themselves and their dogs and now if they stop in front of somebody's dock with a gate there, maybe someone's going to come there and approach them just the way that person just approached me walking right down this aisle. There's a law enforcement man right there that will tell them that everybody is a target whenever they say anything and now I'm a target because I live two doors down from Bill Arthur. Bill Arthur doesn't deserve a dock. It's a park.

Mr. Krolenger asked how did the city acquire that property?

Mr. Forte stated he really doesn't remember. He doesn't remember if it was donated or purchased. It's owned by fee simple title that matters.

Mr. Krolenger asked how long ago?

Mr. Forte stated back in the 80's. At Commissioner Capers request, the city is in the process of declaring all of the properties available along Riverside Drive as parks, this is treated like a park but it has not yet been declared or named a park but it will be once the city gets through the rest of the processes.

Commissioner Byrnes stated so it's been a park for a long time.

Mr. Forte stated it's not a "named" park but the city treats it like a park.

Mayor Penny stated the use.

Commissioner Capers stated he thought he had been working diligently to prevent this from happening by naming it and its funny how government tends to drag its feet on certain things and can speed up things at times. He had no idea this was coming tonight. He had no idea until he saw it on the agenda a few weeks ago.

Mr. Forte stated no, we talked about getting it on...

Commissioner Capers stated we talked about looking into it. We didn't talk about

drawing anything up.

Mr. Forte stated the Mayor asked that it be on before August.

Mayor Penny stated he asked that it be set by this Commission...

Commissioner Capers stated all the other times that he talked about doing a park and doing names, nobody said, "Oh, by the way, we're getting this done and this is being drafted and this will be at this meeting and this will be happening." He didn't hear about it and you guys kept it quiet.

Mr. Forte stated he has to disagree with Commissioner Capers. I am not going to let you say that I kept it quiet because it's been on the agenda, we've talked about it.

Commissioner Capers stated when he talked about naming the parks, did you say, and you sat over here when I was talking about naming the parks...

Mr. Forte stated yes, I sat there and I said, remember, that the Commission gave me direction to bring back a lease and I'll be bringing it back before August. I said it sitting right there in that chair so I'm not going to let that conversation be held against me because I did declare it at that meeting...

Commissioner Capers stated he could be wrong but he had many meetings in the City Manager's office that he was just as hell bent as he is right now and the City Manager didn't say that it was coming, it's coming, it's coming.

Mr. Forte stated Commissioner Capers, we discussed it at the meeting and you told me how you were going to vote and I said I understand, it's not personal and I knew how you were going to vote. We talked about this last week.

Commissioner Capers stated, okay.

Mr. Forte stated we absolutely talked about it last Tuesday, 100%. There's no surprise here. He doesn't want anybody thinking that he threw something on this agenda as a surprise.

Commissioner Capers stated no, he's just saying that things can sped up when they want it sped up.

Mr. Forte stated this has been going on for years.

Commissioner Albert stated Mayor, if she could, recognizing that there is probably another issue happening here right now and to be courteous to Mr. Krolenger she would like for him to be able to finish his time.

Mayor Penny reset his time to two minutes.

Mr. Krolenger stated his parents have owned their house for quite a while now and when they first bought it there was nothing there and they were told they could have a dock when they bought it but when they looked into it they were told no. It would just be nice to be able to have a dock. It doesn't mean they are going to put one in.

Mayor Penny asked Mr. Krolenger if he had any documentation that says riparian rights on it or on any documents that they have?

Mr. Krolenger stated he hasn't really looked too much into it. They went and asked about docks before and they were told no and they just didn't do anything further about it. Then they got a letter about purchasing that property. They would be happy to buy it and happy with a lease as well. It would be nice, where it's at its riverfront property and it would be nice to put a dock there if they want. He lives further up from his parents and he has a dock and a boat. The people that use Riverside Drive...the sidewalks are great that the city put in. He thinks it would be nice to have a dock with the property where it's at.

Commissioner Capers stated if this goes through and the city leases that, is that Mr.

Krolenger's next move for his family or a possibility? They could lease another five feet? So now they would have two docks there.

Mr. Krolenger stated they always would have liked to have a dock there.

Commissioner Capers stated and he understands because he has a dock there himself. He loves it.

Mr. Martin stated conventional wisdom on building a lifting dock system, is that they have double the beam of the boat configured and the width of the dock itself that way you can have a lift on either side. What he would be concerned with now is the linear footage that they already have available not including this piece of property, he is absolutely against anybody having access, even leased access to that property. As a matter of maintaining the park, maybe the city should have a dock out on that park for the citizens to use. He's sorry, if they had the riparian rights or under the understanding they had riparian rights then they have to go back to the County and settle that problem with the County. As far as taking property that the city owns and allowing to lease it, that's a dangerous precedent.

Mr. Arthur stated he wants to clarify a few things in the way it started. They paid top dollar for a house that was totally run down because of what they had there. They paid taxes on it or Marci paid taxes on it. The Commission keeps saying it's not the city's business but the city gains money by taxes. The taxes do go to the city. Maybe the County made a mistake but the city got part of the taxes. The Commission's job is to represent the people of this city. This was none of our business when all the docks south were being taken away by the County making the same mistake. They tried to take it back and I fought for them and it wasn't our business. I fought for the people and it made the property worth a lot more money. When Marci bought that piece of property, she paid the top dollar you could for a house that needed amazing amount of repair. She did it for a long time. Even the benches that everybody is sitting on, we put them in. They are our benches. It was our bench there. It was already a partial dock out there. Why in the world she wouldn't think that but when I went to bat for her it wasn't because of that. I didn't do it when I was the mayor because it was self-interest. I did it for everybody else. I did it for Capano. I did it for everybody who's property was not available. For the Commission to grant that, why would she fix that place up and spend money on it when it won't be worth any money. The only way that property is worth money, that she's paid for forever, is because she believed that. Later on when we went to put a dock over there or when Marci went...I'm sorry I keep saying "we" because I've been with Marci for a long time but I wasn't ever with her in that house, that is a separate issue and so she did it for an investment. She's a school teacher. She takes care of things the best way she can and to sit here and talked to like that. I believe you say what you do (referring to Commissioner Currie) because...I don't know. I think you're jealous of me being a mayor or something. It doesn't make any sense. You think you're father's the best (referring to Commissioner Currie) and he was a great guy. I liked your father. I took up...

Commissioner Byrnes stated you can sit down now, sir.

Commissioner Currie stated point of order Mayor.

Commissioner Albert stated she would like to talk to Marci. Ms. Albright, would you mind if I asked you a question at the podium? I understand but I need to ask you a question.

Marci Albright, 1570 Riverside Drive, Holly Hill stated this has been going on for so

long. When she bought that house it had holes in the roof, it needed major repair, she pulled permits, she valued that house, improved the property tax base for the city and of course it valued on her end as well but you know, it's just a dock.

Commissioner Albert stated, right. The reason why she asked her to come up was because she knows the way this started and the way it kind of declined and has its peaks and valleys with this whole situation and so she wants to try to right a wrong that she feels has been done to her not at the County level but by what happened here at the City of Holly Hill under a different set of parameters. That's how she personally feels about it because two of us Commissioners sat here at that time and I feel that Marci was done a disservice. Leading Marci to believe that she could have done something and then it got changed at the last minute. However, with this lease that she looks at she has a concern with number 11 which is the covenant. That's the covenant that says if she sells the home the lease then transfers to the new owner of the home.

Ms. Albright stated if she spent \$40,000 and put in a beautiful dock, on water and do everything she supposed to do to maintain the insurance, maintain the beautifulness of the dock and she spends \$40,000 on that and she sells that property, why wouldn't the person...what if you were to buy my house? Let's say you feel in love with the house and the dock, wouldn't you want the dock as well? She's not going to live 99 years.

Commissioner Albert stated she gets that.

Ms. Albright stated so what's going to happen when she passes? The house is going to be sold or new owners will be there.

Commissioner Albert stated so for her, referencing what she said to Ms. Albright before, about what happened earlier when the letters were sent out about purchasing the property and then it all fell apart, that's where she felt a lease would be a good idea and they talked about the validity and the reasonableness entering into a lease so that a dock could be built. However, just like with the termination clause that's in here, for some reason this lease is terminated the ownership of the dock then reverts back to the city. To her, she thinks it's reasonable as well as if the property is sold then the dock would then revert back to the city, that's her. She does want to give Ms. Albright the opportunity while she wants to maintain the terms of this lease to go ahead and do that. Put in the dock that she wanted to build for all those many years and enjoy that but she really does have a concern with number 11. She doesn't know, if for her, if it's a deal breaker in her support of this. If it were to be removed would it be a deal breaker for Ms. Albright and she no longer wants to build her dock?

Ms. Albright asked why....

Commissioner Albert stated she's just asking her if it was removed would Ms. Albright then say she didn't want to build a dock anymore?

Ms. Albright started well it would just mean that she would own her house until she died but it wouldn't be fair to the next owner to have a beautiful dock in front of their property and not have ownership of it.

Commissioner Albert stated if it reverted back to the city then the dock would then be a public dock, correct? And that owner would then have access to the dock.

Ms. Albright stated the city needs to agree to that.

Commissioner Albert stated she's asking that...would that be logical? Because if it terminated and the city then took the dock back then would the dock be public at that time?

Mr. Forte stated yes, they would have a public dock and a single boat lift attached to it. Commissioner Albert stated, okay. She is just trying to have a conversation with Ms. Albright because this bothers her and she knows she's reasonable and thoughtful and logical, intelligent woman and so that's why she asked her to come up and she appreciates that she did.

Ms. Albright stated she appreciates Commissioner Albert's concern. She would like what's best for the City of Holly Hill. The people deserve everything that they could possibly have out of our city. They only have a short mile or two of riverfront property in Holly Hill and the Commission should make the absolute best use of that river that they can because it's one of the few assets of the city has to make it beautiful and keep it beautiful is probably top priority. She doesn't know how a dock would ruin that.

Commissioner Albert stated she's not saying that all. She would like to enter into an agreement with her but as far as anybody else, she doesn't know. She is just saying that because of what has happened before.

Ms. Albright stated they would have to discuss what would happen to that dock if she sold the property.

Commissioner Albert stated that's why she wishes the City Attorney was here.

Ms. Albright stated but when she spends \$40,000 into a dock it should be invested into the adjoining land.

Mayor Penny stated he, personally, wouldn't sign the lease under those terms. He would tell Marci not to sign the lease under those terms. If Marci passed away and her children inherit the home ten years from now, it's a new owner. \$40,000 is light, it's probably going to cost \$50,000.

Commissioner Albert stated so if you lease a vehicle, what happens when that lease is terminated or you don't want it anymore...

Mayor Penny stated if you lease a vehicle for three years and you die and your wife inherits it and inherits the lease, she keeps it until the end of the term of the lease. Just like if you leased a commercial space for five years or ten years the lease is transferable to the next owner.

Commissioner Albert stated that's why she needs the City Attorney here.

Ms. Albright stated as long as they maintain the conditions of the lease.

Mayor Penny stated, right.

Commissioner Albert stated she doesn't know. She really feels the need to have the City Attorney here for this. Would waiting until the next meeting be a hardship for Ms. Albright? She knows they've waited all this time.

Ms. Albright stated it's not a problem.

Commissioner Albert stated she appreciates that.

Ms. Albright stated this has been going on for a very long time. When she read that letter by the last City Manager she went straight to the bank and figured out how she could borrow the money to purchase that land.

Commissioner Albert stated she appreciates her waiting two more weeks.

Ms. Albright stated if that would solve the issue.

Commissioner Albert stated she doesn't know how the rest of the Commission feels but she would like to talk to Attorney Simpson.

Commissioner Currie stated she has several questions within this lease that would probably be a good idea to have the attorney here and she would vote for it but she has

questions about the lease. She might change her mind. She doesn't know.

Mayor Penny stated he thinks the important thing here is they need to come to some sort of decision tonight. They need to ask the question and he's all in favor for working out the details, they need to answer the question...is this Commission in favor of leasing the property? If the answer is yes, then they need to get these questions answered. If this Commission is not in favor of leasing this property under any circumstances then they need to end this discussion tonight. That's the question. They need to ask themselves...he would respectfully ask the maker of the motion to possibly make another motion are they in favor of leasing this property and bringing it back in two weeks with an amended lease. If the Commission is not in favor of leasing this property under any conditions, they are wasting everybody's time.

Commissioner Albert stated, correct.

Commissioner Byrnes stated he thinks the condition that Commissioner Albert is imposing at this point...he doesn't think it's the right thing to do and so if that is a requirement then they might as well just say they're not in favor of it because the dock should go with the house.

Commissioner Albert stated what she said was she needs some direction. She said she doesn't know if it's a deal breaker for her or not but she would really like to have the opportunity to talk to the attorney about it and get some more information before she makes her final decision. She is in favor of leasing this but she wants to do it the right way and she wants to do it so there are no questions about things that may come up. She's in favor of this and she appreciates their courtesy of understanding that the Commission needs some more direction or at least she does but she thinks they are getting so close to a very good solution to what started out as a really bad problem. She thinks voting on it tonight would be premature and it would be kind of reckless.

Commissioner Byrnes asked should she withdraw her motion and I'll withdraw my second?

Mayor Penny stated you can withdraw your second.

Commissioner Capers stated he would like to talk to Marci. She said she's all for the citizens of Holly Hill.

Ms. Albright stated of course, for every human being.

Commissioner Capers asked do you think that every citizen in Holly Hill deserves the right to have a dock on that piece of property?

Ms. Albright asked on which piece of property?

Commissioner Capers stated on the piece of property in front of her house. Do you think that any citizen in this whole city can say I would like to have a dock too?

Mayor Penny stated you can only build a dock if you own the upland property across the street according to the city's code.

Commissioner Capers asked is that a fact?

Mr. Forte stated he didn't hear the question.

Mayor Penny stated they can only build a dock if they own the upland property across the street.

Commissioner Capers stated his question to her was, would any citizen be allowed to pay the \$350 and build their own dock out in front of that property?

Mr. Forte stated, no.

Commissioner Capers stated the only reason she is here then is because she happens to

live across the street and because the County wronged her.

Ms. Albright stated no, no, no. That is true but that is not...that shouldn't be an issue. She can deal with the County if they made a mistake and that would be her responsibility. When she purchased this riverfront property, she purchased this riverfront property. She did everything in her power, she worked three jobs, she did everything so she could own a piece of her dream.

Commissioner Capers stated he understands that.

Ms. Albright stated she's a Holly Hill citizen, a school teacher that was her dream. Riverfront property. A little riparian right, that didn't necessarily mean anything but she finally got her dream. Now, ten years later, she wants to build a dock because she has a little tiny boat and she just wants to relax and maybe go fishing. That's all.

Commissioner Capers stated his point to her and he would like for her to answer this question, how is it going to be beneficial to the City of Holly Hill, to all the citizens of Holly Hill, for her to have a dock on that property? What benefit to the City, to the citizens is that?

Ms. Albright asked what benefit is it now?

Commissioner Byrnes asked Commissioner Capers, you have a dock, what benefit is it to them that you have a dock?

Commissioner Capers stated we're not talking about leasing property to me. I have a dock.

Ms. Albright stated but it's a park. There's a park there. Every citizen in Holly Hill can go in front of her house and visit the park.

Commissioner Capers asked how by building a dock there is that going to benefit the citizens even more than what they already have? How is this enhancing the citizens of Holly Hill?

Ms. Albright stated it's not.

Commissioner Capers stated, it's not. That's his point. That's why he is at his stance. It's nothing personal. He's not a mean, nasty guy. He likes Holly Hill.

Ms. Albright asked then why would you stop me from having a dock when it doesn't contain...

Commissioner Capers stated I didn't stop you. You bought a piece of property that you weren't allowed to build a dock on. That's what you did.

Ms. Albright stated but she is here before the Commission to ask them why they would not want her to have a dock in front of her property? That is her property right there.

Commissioner Capers stated it's not up to him as to who has the rights of what.

Mayor Penny stated they've alluded to it a couple of times but three years ago the previous City Manager sent a written offer to sell this property to Ms. Albright and there was a vote taken by the Commission and there was consensus, a majority consensus, to execute that transaction.

Commissioner Capers stated well it didn't happen.

Mayor Penny stated it didn't happen. That's the City's fault.

Commissioner Capers stated that's the City's fault for trying but it didn't happen. Correct?

Mayor Penny stated the City Manager at that time never executed it.

Commissioner Capers stated, okay. Again, even then, they're trying to correct a problem that happened with her...

Mayor Penny stated no, the previous City Manager wanted to make money to pay for the fire truck.

Commissioner Capers stated but they tried and it didn't happen. So does the City owe Ms. Albright something for that?

Ms. Albright stated she received a letter that this property was going to be for sale to her and then she went to every bank she could...

Commissioner Capers stated then the city owes it to every other citizen that had a home across the street.

Mayor Penny stated no because the city's done title searches on them and those can't be transferred. He thinks what they need to do, rather than forcing a vote and making an error tonight, is that he doesn't know if a motion is appropriate or if they need to poll the Commission and see if there is any interest in leasing this property. If there's not three people interested in leasing this property to Ms. Albright the conversation is over tonight. Does somebody want to make that motion to come back at a date certain in two weeks with clarification by the City Attorney and discussion with the City Manager and us individually and collectively of this body but they need to give Mr. Forte clear direction and Ms. Albright clear direction tonight.

Commissioner Byrnes withdrew his second to the original motion. Therefore, Commissioner Albert's original motion **died for a lack of a second**.

*Commissioner Albert made a new motion to **bring this agenda item back to the next meeting,***

Tuesday, August 9, 2016 and in the interim the Commission is able to have further discussions with either the City Manager or the City Attorney to address concerns that are coming forward with this lease since they have all been able to talk about it in public, seconded by Commissioner Byrnes.

Commissioner Byrnes stated he seconded it because he wants to hear from the City Attorney because there seems to be an awful lot of personnel dirt being thrown around here and he wants to make sure what the city is doing is legal. He doesn't care about who hates who and who's mad at who.

Mayor Penny stated nobody hates anybody.

Commissioner Currie stated nobody hates anybody from this side.

Commissioner Byrnes stated who has docks that's trying to keep other people from getting docks. He wants to see what the attorney says.

Commissioner Capers stated and see, he thinks they are losing the focus on what's up here. This isn't about fine tuning this. This is do we or don't we.

Mayor Penny stated that's what is on the table right now. Here's my advice. The motion is to bring this back in two weeks. If your intent is not to support this lease, do not vote to bring it back in two weeks. If your motion is to support a lease of some fashion with some detailed clarification...

Commissioner Capers stated he disagrees...

Mayor Penny stated then vote in favor of it.

Commissioner Capers stated you can't do that.

Mayor Penny stated yes I can.

Commissioner Capers stated you can't say that we're going to vote right now, if we are or we aren't and then fine tune it.

Mayor Penny stated yes we are. That's the motion on the floor.

Commissioner Byrnes stated well, he can request that. In his second he specifically stated that he will hear what the attorney says and he is not going to...he cannot say in the future that he absolutely will or he absolutely won't.

Commissioner Capers stated he can see them fine tuning it. (?)

Mayor Penny stated that's what they're doing. That's what they are going to do.

Commissioner Capers stated a yes or no right now is not right. They can entertain...

Mayor Penny stated they are not approving a lease tonight. His suggestion to the Commission is that if they have no interest...what he is asking for is to bring this back in two weeks. If the Commissioners have no intention of ever supporting a lease on this property under *any* circumstances because they can pay the city a million dollars a year, if the Commissioners have no interest in supporting a lease then do not vote to bring this back in two weeks because it will be dead tonight.

Commissioner Capers stated he just wants to make clear that they are not voting tonight.

Mayor Penny stated they are not voting on this lease.

Commissioner Capers asked you just want a yes or no and the attorney and City Manager are going to fine tune it.

Commissioner Albert stated, correct.

Mayor Penny stated they are voting to bring it back in two weeks.

Commissioner Capers stated to bring it back to look at it.

Mayor Penny stated, yes.

Commissioner Capers stated to fine tune it and then to vote on it if they decide to lease or not lease the property to Ms. Albright.

Mayor Penny stated, yes. If they don't want to support it then don't even vote to bring it back in two weeks because they have a huge opportunity to kill this.

Commissioner Capers stated, okay.

Mr. Forte asked if he could clarify because he heard two different things. What he is hearing is this is going to be tabled to be brought back at the next meeting so that the City Attorney can address some of the questions the Commission feels are still outstanding and then if they are answered correctly at the next meeting there will be either an up or down vote at the next meeting.

Mayor Penny stated, correct.

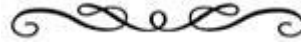
Commissioner Byrnes stated hopefully before it comes here though they will be able to address the things like insurance and stuff so they know what that is and they're not going to have to sit here and go through that in the public meeting wasting everybody's time.

Mayor Penny stated, correct. Now here's the unfortunate part of this procedure. There's a motion and a second on the floor so they have to open it up to audience participation because it's a new motion.

Mayor Penny opened public participation on the new motion. No one spoke.

All in favor of bringing this back in two weeks with clarification, say, Yes: Byrnes, Albert, Currie and the Mayor. Opposed: Capers. PASSED, 4-1.

RESULT:	TABLED [4 TO 1]	Next: 8/9/2016 7:00 PM
MOVER:	Elizabeth Albert, District 4 - Commissioner	
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner	
AYES:	Byrnes, Currie, Albert, Penny	
NAYS:	Capers	



4. Resolution

US-1 Median Landscaping (16CRA1) Design and Construction Phase Engineering - Resolution 2016-R-27

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 26th day of July, 2016, in Holly Hill



5. Resolution

Planning and Appeals Board Appointment - Resolution 2016-R-31

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 26th day of July, 2016, in Holly Hill



9. PUBLIC HEARINGS

1. Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Proposed Millage Rate for the Fiscal Year Beginning October 1, 2016; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Mr. Forte stated he had a chance to talk with the Commission as to whether or not they were going to go to the roll back rate or the current rate. New information came out this week and spoke with each of the Commissioners with the exception of Commissioner Capers with regards to setting that millage rate. Last week they talked about setting it at the current rate and after going through the budget, staff realized that they can balance this budget at the roll back rate which is a tax savings to the citizens. So before he reads either one of these, there is a Resolution in the agenda item for the current rate but alternatively he has a Resolution if the Commission chooses to go to the roll back rate.

Mayor Penny stated he thinks this is something that affects all of the citizens and property owners in the city and if they can go to the roll back rate and save everyone taxes, he doesn't think anybody would be objected to that. ***There were no objections from the Commission to go to the roll back rate.***

Mr. Forte read the revised Resolution into the record by its entirety:

RESOLUTION 2016-R-29

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

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

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

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2016 is 6.8949

(6.8949 Per \$1,000.00). The FY2016 operating millage rate is 6.8949 Mills, which is the rolled-back rate of 6.8949 mills.

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

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

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

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 26th day of July, 2016, in Holly Hill



2. Resolution

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

(Requested by Kurt Swartzlander, Finance)

Mr. Forte read the Resolution into the record by its entirety:

RESOLUTION 2016-R-30

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

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

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

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

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

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

SECTION 3. A Public Hearing will be held on September 12, 2016 to set the Final Rate.

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

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

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

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 26th day of July, 2016, in Holly Hill



10. COMMUNICATIONS

a. City Manager & Staff Comments

1. -DOC-2016-13

Staff Report CM LLevel Budget Amendment

(Requested by Kurt Swartzlander, Finance)

Mr. Forte stated there is a budget amendment under his comments which is for informational purposes only. No vote is needed. Mr. Forte apologized to Commissioner Capers for getting upset with him earlier. He understands that Commissioner Capers was emotional not mad.

Commissioner Capers apologized also.

RESULT:	PRESENTATION
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Enacted and approved this 26th day of July, 2016, in Holly Hill



b. City Attorney Comments

None.

c. Mayor's Comments

Mayor Penny stated he appreciates the passion of this Commission but people that don't know you well will confuse your passion with anger. If you show an angry person in the mirror and a passionate person in the mirror its the same look. He appreciates the passion of the Commission, he appreciates the patience of the audience with the Commission as they work through a very delicate situation. He thought they would have closure tonight but they will have closure on this before this Commission unseated he's certain.

Mayor Penny stated he wants to applaud the city's Fire Department and the first responders; Chief Bland and his crew for the fire that happened Friday night in Daytona. Holly Hill was first on site. The jetski place burnt to the ground but because of the city's Fire Department they laid down protection on the buildings next to them and if you drive pass the scene you would have no idea there was no structural damage to those other structures that are less than 20 feet away. The intensity of that fire. He's no fireman but when you see palm trees that are charcoal, it was a hot fire. The residents of Holly Hill...he is personally proud of our Fire Department. It wasn't in our city but first responders and first on-scene, that's what it's all about. Great job. They did an awesome job. Please pass that on to the guys that were there until 3:00 AM. Mayor Penny stated they are coming to a head on homelessness. Not to ending homelessness but coming to a consensus county-wide.

d. District Commissioners Comments

Commissioner Currie thanked staff for the hard work on the budget, the Fire Department and those that came and spoke on the agenda items.

Commissioner Capers thanked everyone for taking the time out to speak.

Commissioner Byrnes spoke about the homeless process and complications as to where they live. Thanked those for coming out to speak tonight.

Commissioner Albert thanked everyone for coming tonight. Congratulated the Currie's on their new grand baby. Recognized those who are involved with the efforts of the homelessness issue. Light at the end of the tunnel. Spoke about tonight's meeting. They may have different opinions but they are still a team. Good work here tonight and thank you.

11. ADJOURNMENT

The meeting adjourned at approximately 9:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 26, 2016

City Commission Chamber

Budget Workshop

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

I. CALL TO ORDER

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

II. BUDGET PRESENTATIONS BY DEPARTMENT

1.

Budget Workshop - CRA & ECONOMIC DEVELOPMENT

(Requested by Valerie Manning, City Clerk)

Kurt Swartzlander, Finance Director, stated they were going to go over the CRA budget, this should be a quick process tonight. Not a lot has changed other than capital projects. He will run through the numbers. Mr. Swartzlander spoke about the following for the CRA budget for FY 2016-2017: community redevelopment revenues, The Market Lease revenue, community redevelopment expenses which include general administration, operating expenses, capital expenses for land, buildings, infrastructure, machinery & equipment, construction in progress, property improvement grants, professional services which include engineering, survey, US1 landscaping and maintenance project, special events, property improvement grants which include reimbursement grants, facade, demos and paving, public safety, economic development expenses, interfund transfers which includes debt services, transfers from community redevelopment which included CRA debt service fund, CRA projects and construction in progress, and overhead to underground utility conversion project.

The Mayor and Commissioners thanked the finance department for their hard work and great job putting this together. Great presentation.



III. ADJOURNMENT

The workshop adjourned at approximately 6:30 PM.

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Albert Elizabeth A</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>City Commission, City of Holly Hill</i>	
MAILING ADDRESS <i>P.O. Box 731116</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Ormond Beach</i>		☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
COUNTY <i>Volusia</i>		NAME OF POLITICAL SUBDIVISION: <i>City of Holly Hill</i>	
DATE ON WHICH VOTE OCCURRED <i>July 26, 2016</i>		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

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

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Elizabeth Albert, hereby disclose that on July 26, 20 16:

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

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

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

The agenda item could directly impact the value of my property.

8/9/16

Date Filed

Signature

Elizabeth Albert

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



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 9, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

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

B. Invocation

Commissioner Currie led the invocation.

C. Pledge of Allegiance to the Flag

Commissioner Currie led the Pledge of Allegiance to the Flag.

2. PRESENTATION - NONE

3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

Ray Plate, 1580 Riverside Drive, Holly Hill, stated one of the homes south of him definitely needs some Code Enforcement. If somebody could come by there and make sure it's safe not just for the people that live there but for the people that drive down that road when people are backing out into Riverside Drive.

Mayor Penny and Mr. Forte stated that Mr. Plate could get Code Enforcement's phone number and they will take care of it.

4. APPROVAL OF MINUTES - NONE

None

5. CONSENT AGENDA - NONE

None

6. REGULAR AGENDA

Attachment: Minutes - August 9, 2016 - Regular City Commission meeting (1397 : Minutes)

Mayor Penny stated for the Commission, he's been running these meetings the way he's been mirroring meetings for the last ten years, watching meetings get run here and they are supposed to be following Roberts Rules of Order. At the last Commission meeting they ended up talking over each other and it's very difficult for the City Clerk to record the minutes. He went to Roberts Rules of Order and he saw how they are supposed to really handle the meetings so he is asking that they be patient with him. The way that they are going to do it is that the Mayor is going to announce the agenda item then the agenda item will either be read by the City Attorney or the City Clerk then the Mayor will invite staff, probably Mr. Forte or someone on the staff that is going to give the Commission information on the agenda item. Then he will ask the Commission if there is any clarification or technical questions that are in need of a staff member or of the City Manager or any clarification from the City Attorney. Then the Mayor will call up audience participation. They will hear from the public first before someone makes a motion. At the time of public comments, it is not time for debate. That's five minutes for the audience to address the Commission in either favor or against the agenda item. Then after they close audience participation the Mayor will ask for a motion from the Commission and a second from the Commission. Once he receives a motion and a second he will repeat the maker of the motion and the person that made the second so the City Clerk will be clear of it and ask that the motion be repeated and they will clarify the motion, if needed. Then the Commission will debate it amongst themselves. The Mayor will moderate the discussion until they call for final vote. It's a little bit different. Pretty much the same except instead of the Commission making a motion and a second and then hearing the public, they're going to hear the public first. There may be information that the public has to share with the Commission before they make a motion either for or against a regular agenda item.

Commissioner Byrnes stated in almost every civic meeting that he goes to, a motion and a second is required before any discussion on the item because if there's no motion or second then they can tell the public it's an item that's...

Mayor Penny stated well it may not be important to us, the motion and the second indicates it's important to this Commission. The audience is here because it's important to them. So they will hear from the public first and then if there is no motion and second, it will die for a lack of motion and second. But a lot of these people come here because there might be one thing on the agenda that's important to them. They will try it for a while. It will keep it a little more orderly and more civil, a little more professional and a lot easier the City Clerk.

1. Ordinance

Ordinance 2978 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan, by Amending the Future Land Use Map to Change the Parcels Identified as 7Th Street Neighborhood Park from Medium Density Residential to Parks and Open Space; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

Tom Harowski, City Planner gave a brief staff report to the Mayor and Commissioners pertaining to the 7th Street Park Future Land Use map amendment. Mr. Harowski stated the application before them is an amendment to the Future Land Use map. What they are proposing to do is to take the area at 7th Street and Center Avenue, that the City is in the

process of developing as a park and designating it as a park on the Future Land Use map. Right now it's designated as medium density residential which is consistent with the condominium project that had been proposed there a number of years ago. The designation will identify the current and long-term use of that facility as a neighborhood park. It will also help the city with administration on any issues that relate to, for example, distance from parks for any code where that spacing is a requirement. It's really in the nature of an administrative change right now and recognizing what they've done and they will have to submit the application to the VGMC for their review and staff will send it to the State after second reading but as a small-scale amendment they will not review it.

Mayor Penny opened public participation. No one spoke.

Commissioner Byrnes stated he was thinking about what Commissioner Capers had said on a previous note about how some of the city's parks need names and he believes that this park should be named after a former mayor who helped define this city and that's Don Wiggins who passed away last year or the year before. It's only a couple of blocks from his house so it's in his neighborhood where he was at. Commissioner Byrnes stated he knows this vote is not the time for it but he wanted to bring that up and see if the Commission can get that on a future agenda.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/23/2016 7:00 PM
MOVER:	Arthur J. Byrnes, District 1 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Byrnes, Currie, Capers, Albert, Penny	



2.

Request for Lien Reduction 1310 Woodward Ave

(Requested by Joseph Forte, City Manager)

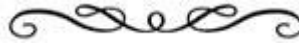
Mr. Forte stated this is a request for a lien reduction at 1310 Woodward Avenue. This property is vacant right now. It had been out of compliance at some point but has been brought into compliance and that documentation is in their packets, but it had racked up \$23,793.43 in fines and fees. The property does have a contract on it for purchase and sale from *Chris' Lounge* and the owner of the property has gone through the paperwork to request the appropriate lien reduction. In the Commissioners agenda packet it has the brake down of the administrative costs that are associated with this property that the City should recoup if it chooses to reduce the lien. It does include, Mayor, you had asked if it had included the cost for the Special Master, and that is incorporated into the total. What the applicant is asking for is to reduce the lien down to \$1,167.73 which represents all of the administrative costs and the actual fines associated with the property. If the Commission were to make a motion, he would suggest that the motion would be to reduce the lien to the administrative fee in the amount of \$1,167.73 payable no later than October 7, 2016 with failure to pay lien by October 7, 2016 it will cause the entire lien to fall back on the property.

Mayor Penny opened public participation. No one spoke.

Commissioner Albert made the motion but mentioned payable no later than **August 31, 2016.**

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

Enacted and approved this 9th day of August, 2016, in Holly Hill



3. Resolution

Holly Ridge Plat Vacation - Resolution 2016-R-32

(Requested by Thomas Harowski, Board of Planning and Appeals)

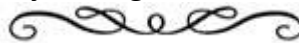
Mr. Harowski stated this is connected to the park designation area that they just discussed. The City owns everything that is covered with this plat. At one time there was 66 condominiums that were proposed there with 66 individual lots. There's common area designated on the plat and there's access easements. Since the City controls 100% of the property, it seemed reasonable to get rid of all that underline static and go back to a single parcel. The Planning and Appeals Board heard this along with the Comprehensive Plan Amendment and they recommended in favor of it. This is essentially an administrative action to clean up the underlining property.

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 9th day of August, 2016, in Holly Hill



4. Resolution

I.A.F.F. Bargaining Unit Agreement - Resolution 2016-R-33

(Requested by Joseph Forte, City Manager)

Mr. Forte stated this is the Firefighter's contract. Staff has been in negotiations with them and there was an interpretation of paramedic pay that took quite some time to resolve.

They actually went through the Special Master process and the Special Master recommendation was to not make any changes to that section of the contract and management agreed with that recommendation and now it's being presented to the Commission for ratification with all terms and conditions going retroactive back to October 1, 2015.

Commissioner Byrnes stated the retroactively was discussed before all this went through so this is not a...

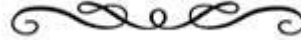
Mr. Forte stated the wage was never an issue. It was only the paramedic pay and the city never put retroactivity on the table and was not taking place. The contract had the pay starting on October 1, 2015 while they resolved the paramedic issue.

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 9th day of August, 2016, in Holly Hill



5. Resolution

Lease of City Owned Land on Riverside Drive for the Purpose of Building a Private Dock and Boat Lift - Resolution 2016-R-28

(Requested by Joseph Forte, City Manager)

(THIS AGENDA ITEM PASSED BY 5-0 TO "DENY". MOTION WAS MADE BY COMMISSIONER CURRIE TO "DENY" THE LEASE FOR THE LAND AS REQUESTED BY THE APPLICANT, MARCI ALBRIGHT, SECONDED BY COMMISSIONER BYRNES).

Mr. Forte stated this is the same item that the Commission discussed at its last meeting and requested that it be brought forward at this meeting for any additional questions that he couldn't answer in the absence of the City Attorney. This is where the City has the upland property owners requesting to lease a portion of the property on riverside in order to build a dock and boat lift.

Mayor Penny asked if the Commissioners got their questions answered in private with Mr. Forte or with the City Attorney? Do they have any questions now?

Commissioner Byrnes stated one of the concerns he had was he thought this was a template for many of the other people that had the same problem where they had been paying taxes or had documents that said riparian rights. He saw this as a template to help

all of those folks that may have been disaffected and he's not sure what the interpretation on that is.

City Attorney Simpson stated there are not too many people who are in this situation. He doesn't know how many people thought they had riparian rights and didn't and then paid on taxes on it. There's only one piece of property that the City has ownership interest in along Riverside Drive where the City can do something like this and it's that property across from 1570 Riverside Drive. That's the only one the City has fee simple title ownership to. Every other piece of property the City has an ownership interest in, up and down the river, is restricted by some way gave the City the property and it's either for park purposes or road purposes and the City could not consider this anywhere else other than for that piece of property they are talking about. He hasn't heard that there are other people who have this issue. Understand that when they, years ago, when the City did that deal with the County to get them to vacate a portion of the right-of-way, the intent of that was to hopefully give people south of 14th Street riparian rights because from that point all the way south the property owners never abutted the water and the County right-of-way went all the way to the water's line. The County has always owned the land up to water's edge and has always owned the riparian rights. So the City did that deal with the County they adopted a Resolution approving it with hopefully the intent that it would give the upland property owners on the west side of Riverside Drive riparian rights. He doesn't know how that changed in terms of their taxes or anything but this particular agreement, other than other properties that are across from this particular parcel of property, would not be a model to be used anywhere else.

Commissioner Byrnes stated and that's what he's learned through this discussion because all of this other stuff happened when he was not on the Commission and so it's...he surely thought that the City was going to be helping several people, at least, along Riverside Drive.

Commissioner Capers stated on the same note, on the exact same question Commissioner Byrnes asked, there were roughly three homes across from the park they are talking about. Besides Ms. Albright that the City is dealing with now, the other house right next door would now have the option to come back and try to get the same bargain for \$350 and put in their dock. Is that not correct?

Attorney Simpson stated they can make the request.

Mr. Forte stated the circumstances are not the same.

Commissioner Capers stated again, the only reason that he understands that Ms. Albright is even being considered here is because she has upland property.

Mr. Forte stated he believes, Commissioner Capers, the circumstance is, is Ms. Albright had been paying taxes as though she had riparian rights with the property to the north of her, to his knowledge, never had paid taxes on what were riparian rights.

Commissioner Capers stated he understands that.

Mr. Forte stated that's the only difference in the two. Now, can anybody ask for that consideration? Sure. But he thinks the only reason this Commission is considering this property is because the property owner had been paying taxes thinking they had riparian rights.

Commissioner Capers stated he's just concerned about two docks being out there. If one goes, he thinks they will have two.

Mr. Forte stated they run the risk of another request, yes.

Attorney Simpson stated or three.

Commissioner Currie stated Attorney Simpson, you were speaking of years ago how the City did work out an agreement with the County on this on the southern portion of Riverside Drive for the right-of-way. Were any of those properties the same as this property where there were parks involved in any particular piece of property where a dock would have been placed?

Attorney Simpson asked a park land where a private dock was placed?

Commissioner Currie stated such as what is going to happen with this piece of property.

Attorney Simpson stated he doesn't think so.

Mr. Forte stated there is no property that the City has that's considered a park where there's a private dock.

Commissioner Currie stated, okay.

Mr. Forte stated there is, however, property that the City owns where somebody has placed a private dock off of what should had been a piece of property that they own. If she can envision the upland property across from the Riverside Drive property, the property owner...the property upland owns a strip of land, the northern portion of the parcel, they built the dock in the center of it which is on the City's property.

Commissioner Currie stated, okay. Instead of where it should had been placed...

Mr. Forte stated they put it in the center of the property which is what the Code says but it was misinterpreted that it should had been placed on their property. There's a piece of their property that's on the City's.

Commissioner Currie stated, okay because of this interpretation of the Code.

Mr. Forte stated and that can be clarified by doing a land swap between the parcel that's adjacent to the dock, swapping it with the parcel that they own.

Commissioner Currie stated but when the agreement was worked out with the County for the right-of-way so that the City could get the citizens riparian rights, there were no parks that were involved in that to where riparian rights were given.

Attorney Simpson stated not that he's aware of. The only place where the City has park land would be where the City actually had ownership interest of that land.

Commissioner Currie stated, okay.

Attorney Simpson stated but the right-of-way would not had been applicable.

Commissioner Currie stated, okay.

Commissioner Byrnes stated he has to ask again because this has been a long process. He thinks of properties like Mr. Steve Smith's where he has a structure on land that's on the other side of Riverside Drive. How many property owners south of that have those same rights?

Mr. Forte asked, south of 14th Street? He doesn't remember Mr. Smith's address.

Commissioner Byrnes stated no, he's not saying his. He was just using that as an example of...

Mr. Forte stated Mr. Smith owns the property across the street.

Commissioner Byrnes stated, right. So how many people south of 14th Street own the property across the street?

Attorney Simpson stated the County vacated the right-of-way and they retained fifty feet east of their center line because that was a standard width right-of-way for that designation of a road. Everything east of that right-of-way they vacated with the restrictions that no structures can be built. They put restrictions on what could be done on

that land. In some areas there wasn't fifty feet. The water and the road were rather close so they vacated one foot above the main high water mark. Hopefully to give property owners just that one foot that would hopefully, give them riparian rights. Now it wasn't a guarantee that they got the riparian rights. It was the only way they could come up with hopefully, trying to get them riparian rights.

Mr. Forte stated it's also fair to say that if there was eighty feet from the center line and the County maintained fifty feet, the upland property owner owned the thirty feet.

Attorney Simpson stated subject to restrictions. He can't remember all of them but he doesn't think they can subdivide, he doesn't think they can put structures over there. There are some restrictions. North of 14th Street...the reason 14th Street is different, the original plat of Holly Hill, that appears to be where they differed in how they plated the property. North of 14th Street, these long properties went all the way down to the water's edge. Maybe from US1, originally, all the way down to the water's edge, 14th Street went all the way down to the water's edge and that was originally plated to go right along the water heading south. So that's why the properties are treated differently at that point.

Mayor Penny asked if the applicant would like to come forward?

Bill Arthur, 1570 Riverside, Holly Hill, stated he was caught off guard last week and whatever it was that interrupted the meeting and he apologized for it but it's not very often when someone comes up and criticizes someone they don't know, meaning Marci Albright, and calls them what they did and says things that are truly not true. They can't prove to do it and so because Marci Albright is a friend, he fights for his friends, he fights for Marci who he stays with and he fights for his country and don't ask him not to do that. He's done it his whole life and he will always do it. So that is the reason and he apologizes and he apologizes for Mr. Plate, slightly. Mr. Arthur stated he would like to bring up that this has been going on for three years or over two years it's been going on. Marci never brought it up. It was never her idea. The City came to her. The Commission and the City came to her and offered to sell the property to her. It was many years after she bought it that she realized that she didn't own the property. She had been paying high taxes on it forever and never been able to use it. During that period, people went across the street...the City has ordinances where people can't park across the street and he could go or Marci could go or anybody who owns the property could go over there and ask them to please not come on their property and it worked. When it stopped, when Marci and himself realized they didn't have it, they stopped doing it and people started parking all over the place but it was still never a real big problem and that's how that all got started. He doesn't want to get on to that very much. He wants to tell them about Marci. It's just absolutely incorrect. For two years the City called him back and said buy it. He gave the City money once and the City opposed it. Then the City went back and figured out another thing and the City gave it to him and this is what was done. Commissioner Albert called him to her house and said, "What will it take for you to accept it?", and Marci and himself went there and they discussed it and then the City came out with a final resolution. The City came to him each time. He never came to the City for it. He has always said what was good for us was good for anybody else. He said it at every meeting he has ever been to, including Mr. Plate. That's how the whole thing...and everybody knows all the problems in it. The history of Marci is she left home early, came back here and put her way through school. She worked for UPS for many years and retired from UPS and at the same time she worked for the School Board. She was the

hardest working girl you ever saw. They did have rentals and at night she would go and work on the rentals. She did everything in her life to get her kids through school, through everything she could and she should be honored for it and then a person who never seen her in his (referring to Mr. Plate) life, knows nothing about her, comes up here and destroys her and Commissioner Albert asks Marci is, "is that true, is that true", and it's just a horrible thing. He's sorry for that. There's a thing called a Harvard debate. He doesn't know if any of the Commissioners has heard about it. A Harvard debate, we do it all the time. We don't realize we do it. Everyone kind of does a similar thing but a Harvard debate is actually how you should run a Presidential debate. Right now everybody speaks. They love to hear that and they go and vote and they really don't know what they're voting for but Harvard came up with the way to debate where it made sense. What Harvard did is they had issues, the immigrants, whatever the issues might be, what party would get up and speak and they would have to do it strictly by the facts of the subject and what would happen is they would speak about how to correct that situation. The other party would then get up and people would choose from it. That's the way you do it every day you go shopping. It's cheaper at Wards, it's cheaper here. You figure out whether or not what's the best way to do it. Everybody does it that way and that's the way the Presidential debate should be run, in his opinion, instead of just listening to speeches. Mr. Arthur stated he will be happen to end it and save everybody a whole lot of time.

Commissioner Currie made a motion to allow Mr. Arthur a couple of more minutes if he needs it since he is the applicant, seconded by Commissioner Albert.

Mr. Arthur stated he will make it real fast. The Harvard debate, and this is the way this should be done. He's heard the City doesn't want molesters in the park. Its 2500 feet that people cannot go to the park, they're not allowed to do it but they are on different circumstances. They make leniencies for them to do it with schools, parks, churches so in fact, in certain situations it actually works in reverse of what the City is doing. It actually gives them an excuse that they can do that (referring to molesters). He looked for 2500 feet and he went from park to park and there's very few places in this City where molesters can be. The only place molesters can is at parks, schools, shopping centers. There's exceptions for them. Private property they can't do it. He thinks it would have been better to do exactly what Commissioner Capers wanted and do it in a means...2500 feet is 4.7 miles. He's less than 3 miles from another park and only about a half a block from the Flomich park and then that park is only about a half a block from Ormond's park. No one can come...they have churches, cities, schools all over so they can't come into the city unless it's a special means. He thinks what the City is trying to do actually hurts it but that's beside the point and this is where he is going to end it. He wants to end it right now. As far as fishing goes, Commissioner Capers didn't like that. There's no fish there so people don't fish there and docks, and reefs and put in the ocean draw fish there so he would like to argue that point too at a different time. Marci has requested him to please pull it off the agenda. Marci doesn't want it. She doesn't want a thing to do with it. He thinks it's a benefit to the City. The City will get tax money where they didn't. His dropped \$2,000 and they're happy. No big deal. He thinks the Commission needs to pull it off the agenda. Marci wishes to pull it off and she wishes because she told him when he got home everybody is going to hate her. It doesn't matter if they get it or they don't and she doesn't want that to happen and he said okay. He said that he would request that the

Commission pull it off if it didn't require other people to be a part of it. If it wasn't good for everybody, it's not good for him and he never asked for anything just for him. He never asked for this in the first place. Mr. Plate is very limited where his house is. Mr. Plate has it pointed so that it is in the park and I thought that a solution to that would be let him have it. Let him have it. Let him have permission to use the dock. There's three people there. If the City put one dock there, all three of them could do the same thing and it would increase the property value of his by about \$50,000, it would give Marci the value that she paid for and the other fellow. He doesn't see how it could affect hurting the City in any way to have additional tax revenue but right now, they just assume to have it pulled off the agenda.

Mayor Penny opened public participation. Is there anyone that would like to speak in FAVOR of this? The applicant has asked the Commission NOT to grant this lease. Is there anyone that would like to speak in FAVOR of the Commission granting the lease? Is there anyone that feels it's necessary to come up AGAINST the Commission granting this lease?

The following individuals spoke to the Mayor and City Commissioners:

Steve Smith, 1410 Riverside Drive, Holly Hill, stated for the last two years they've had numerous presentations from the applicant on numerous occasions from Mayor Penny as well as from the former Mayor that went way beyond five minutes. None of us that have been trying to talk to the Commission about this have all been gaveled out after five minutes. Every time. They don't really feel that the Commission is listening to the public, they figure it's a done deal. He's upset that the public dock that they did get down at Marina Grande, even though there is consensus between all five of the Commission, that the citizens deserve a seat there...

Mayor Penny stated you need to stay on topic, sir, about this lease, particularly.

Mr. Smith stated that now the Commission is talking about allowing a private dock in a public park where the public can't even use the dock. They are getting ready to spend a lot of money. The City has spent a lot of money on a feasibility study to widen the sidewalk, the City is spending a lot of money on the south park at Sunrise Park to access the river with smaller craft. That park there at 15th Street is a half a mile away. Anybody who has actually been in the river paddling or surfing or swimming or whatever they do in the river knows they need a place to get out. A place to rest. If the City is going to develop that river as part of the Pat Northy Trail, these places that they can have to stop along the way there, that are public access, are important. Those of us that go by there many times during the day realize the value of the unobstructed view. The house that he lives in where he has 100 x 110 lot across the street from him had a 300 foot pier with a fishing shack on the end of it but he didn't like looking at it. It's not there. He has a panoramic view of the boats going by. You, as the City's Mayor, have said that you like any dock. You don't care if it's tattered, worn down, broke down or what, all docks are cool is what you've said from that seat right there. So what the citizens are looking at is they can have a crummy, beat up dock that the City has had for the last 30 years, like at Walker Street, still in that same condition that has been dilapidated and run down, the City does nothing about it. Yet some of us in town, if our fence is leaning we get a ten day notice to correct a leaning fence. Docks are accessory structures. Holly Hill is full of

dilapidated, run down docks. Not a lot of them but there's plenty because someone thinks it's cool they don't have to enforce the rules on them and to enforce something like this that the City isn't going to enforce the rules on docks. The City doesn't do it. To have this in a public park would be a disservice to the public. The public, looking forward, they need the access to the river. It's nice to be able to use that river when you need to come in and out of the water and sit at a picnic table on public property.

Karen Van Dusen, 1201 Daytona Avenue, Holly Hill, stated owner...she will stick to the conversation as well as the first speaker did. She is a retired, registered nurse of 47 years. She put herself through school, she worked as a nurse's aide, not an easy job, pulled shifts and supported her daughter. When she bought her property, she had a survey done of the land so that way she would know where her property was and what it was. She is very disappointed in all of the Commission. That they would accept a petition, encourage someone who does not any longer live in Holly Hill. This should be for people who live in Holly Hill, neither of those people do. She walks by that house every morning at 6:00 AM or 5:40 in the morning, she's not there (referring to Marci Albright) and multiple people live in various parts of that house and the City knows that. This is a travesty...

Mayor Penny stated he just wants to clarify, are you in favor of the Commission granting this lease?

Ms. Van Dusen stated, no. She is totally against it. It's a public park. The City shouldn't be giving it away to a private citizen or any part of it to a private citizen and the City shouldn't claim it for increases taxes. If Ms. Albright didn't check her taxes and who knows for sure if she was paying those taxes. Ms. Van Dusen stated she didn't see a piece of paper going around showing Ms. Albright paid for riparian rights that she didn't have. So how is she to believe? The City won't talk about the man who placed money here on the table on time, will they? This is about the real citizens of Holly Hill not people who live in Ormond Beach and our kind City Manager who doesn't even live in Volusia County.

Mr. Forte stated Mayor, point of order, this is totally inappropriate.

Ms. Van Dusen stated anyway, this is a park. It should be a park for the people. The City shouldn't be giving away things that should be for the people. You're all officials. You're supposed to serve us, not one person or two people but the whole city.

Mayor Penny stated he will welcome anyone else up but he wants to remind them that the applicant has just told them, about six minutes ago, that they do not want to accept this lease.

Ray Plate, 1580 Riverside Drive, Holly Hill, stated he doesn't believe he said any wrongful things last week but maybe he did and he was in a trance but long story short, if this gets pulled can it come back around?

Mayor Penny stated the Commission will take action on this matter tonight. They will take action affirmative or negative on this tonight. The Commission will either approve it or deny it tonight. It can always come back in a year. The way the process works, if it's denied it could come back in a year.

Mike Gleason, 820 Riverside Drive, Holly Hill, stated it's been pulled so I assume it's not going to happen. He wants to address the generic issue not the individuals or...

Mayor Penny stated they just want to talk about this one issue.

Mr. Gleason stated, exactly and he does too but not just because it's already been said there may or may not be other people who may or may not wish to have some kind of

consideration. He means, that's been brought up here with the Commission. First of all, he has super concerns about the lease versus maybe, land transfer or sale. This kind of a lease for anybody not just for this particular applicant or any future applicants. They would have to give them a long lease if they're going to do it. If somebody is going to build a dock. Some of the concerns he has is future erosion. How does that impact the City? Does the City have responsibilities or would that be on the person they are leasing it to? If their dock would suddenly not reach the land? This is going through a park if he understands this correctly and if any applicant has to go through the park, there are rules about alcohol in the parks but if he wants to go out on his dock, he wants to make sure he has cooler full of cold ones to go with him. Maybe they wink at that, he doesn't know. One thing, he definitely thinks, and he would like to get an answer and not as a debate and he'll give up his time or if it's even something that the Commission could look into for the future, what is the City's recourse if somebody builds a dock out there with a lease and they decide not to pay the City? He doesn't know that they can go out and board up their dock or take it down or fine them but again,...

Mayor Penny stated the lease states if the applicant is in violation of the lease, ownership would revert back to the City.

Mr. Gleason stated and then the City would...

Mayor Penny stated, own it.

Mr. Gleason stated own the dock. Very good.

Erick Krallinger, 630 S. Beach Street, Holly Hill, stated his parents own the house next door to 1570 Riverside Drive and they've owned it since 1998 and at that time there was no fence. Is this a park? One that the City owns? Is it designated a park? Everybody keeps saying it's a park.

Mayor Penny stated it is a park and he believes through Commissioner Capers' guidance the City is going to bring it back at a future date and officially designate this area as a park, correct Mr. Forte? The use is a park but it doesn't carry that designation presently.

Mr. Krallinger stated all the other parks has names.

Mayor Penny stated that's probably going to come back next month. It will earn its official park designation at that time.

Mr. Krallinger stated because these homes are riverfront property and with riverfront properties it would be nice to have a dock and be able to use it and have a boat. Commissioner Capers has a dock and he wouldn't be happy if he didn't have a dock. It's whatever the Commission votes on now. He doesn't really see a problem with docks there.

Arthur Morris, 397 Silver Beach Drive, Holly Hill, stated the fact that the applicant has withdrawn their application really negates the necessity for him to come up here and speak. But he wanted to answer some of the questions in people's minds and state that he takes a tremendous respect for the offices that everybody holds, the Mayor's office, the Commission's office. It takes a tremendous amount of time and a tremendous amount of effort and if they wanted to reduce it to dollars and cents, probably the most underpaid position they could possibly get themselves involved with. He gives Commissioner Byrnes kudos for that but there are certain things that he doesn't give him kudos for and some of those he's going to bring out in this letter. Mr. Morris stated he put together a letter and everybody has a copy of it and he's going to read through most of it very quickly so he can address some items that have been brought up here. The letter reads as

follows: "I wish to address the Resolution 2016-R-28. To start, there appears to be sympathetic feelings amongst the Commission to help former Mayor Arthur's girlfriend Marci Albright to get what was promised in the past. She states that she thought she was buying a property with riparian rights when she first acquired it in the year 2000. In real estate there is a Latin term "Caveat Emptor" which means "let the buyer beware." When buying real estate, the buyer is expected to be proactive in order to make sure there are no defects hidden or otherwise in the real estate and the buyer is not subject to any kind of fraud or scam. The average person does not have sufficient in depth knowledge of real estate and will generally hire a lawyer or title company for representation in the transaction to advise accordingly. If there are problems that develop, the purchaser's recourse is to the broker, the attorney, or the title company; not the City. Next, Ms. Albright states she paid taxes on riparian rights. Her survey would have depicted those rights at the time of purchase if they existed. She added a 330 sq. ft. carport in 2003. The survey submitted for the permit would also have included those rights if they existed. She should have disputed the taxes with the County long ago at either of those times, not claim it is the City of Holly Hill's fault and try to transfer the burden now. The house is on the tax rolls as a Single Family Residence. A permit to build an apartment on the second floor was applied for in 1986. The City of Holly Hill allows only owner related family as tenants. Was that ordinance adopted before 1986? Further, I am the owner of the house two doors away and have personally witnessed multiple tenants at one time occupying Ms. Albright's house. Generally, the activity there classified the place as the "Animal House" among the neighbors. The police were summoned on multiple occasions. The fact that she was not living there and claiming a homestead exemption on the tax rolls at the same time amounts to tax fraud and should be investigated by the proper authorities. The house looked like a dump and poorly maintained. Only recently, during the past two years, it was painted and cleaned up. That was most probably because it was put up For Sale during that time. The current application appears to be a ploy to get a higher sale price rather than anything else. One reason I had in buying my property there was the proximity to the park and the benefits it offered. The view is beautiful, the atmosphere peaceful, and the opportunity for family gatherings and fishing is rewarding. A private dock in the middle of all that would be a tragedy. The cover sheet announcing the 8-9-2016 Commission meeting discussion for Resolution 2016-28, ID# 1383 to lease part of the park for the benefit of one individual, horribly flies in the face of the stated "Commission Goal: Promote a small town city "branding" that focuses on the city's accessible staff and - - - the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens." That spirit is stomped on and kicked in the teeth by this resolution to lease a portion of our park for the benefit of one individual at the expense of the rest of the citizens of Holly Hill."

Carol Beall, 1598 Riverside Drive, Holly Hill, stated she lives right across the street from Flomich Park. She came to express her concern that the City keeps the parks public parks, that they don't add any private access items to those parks. They value their little peek-a-boo view in Flomich Park and treasure that and she is sure that everyone else values the parks that are so beautiful.

Mayor Penny closed public participation.

Mayor Penny asked for a motion to **DENY** this lease.

Commissioner Currie made a motion **to DENY as brought forward to the Commission by the applicant**, seconded by Commissioner Byrnes.

Commissioner Capers stated he would still like to talk about this.

Mayor Penny stated they are going to talk about it. The applicant has requested that the City not grant them this lease agreement. He doesn't really see the need for conversation amongst the Commission unless they want to dogpile. He doesn't want to dogpile the situation. If they need to try and convince someone to vote in favor of denying this lease, he will open it up to the maker and the second of the motion.

Commissioner Currie stated she has a couple of comments that she would like to make. First, she would like to state that the owner of the proposed lease was up here speaking and needed a little more time apparently for their presentation so she asked and made a motion to grant them more time and it was kindly seconded by Commissioner Albert. That was not a doing of the Mayor so she doesn't want him to take blame for that, she will take blame for that because he gets enough blame for everything else. The letter proposing that these properties be sold was sent out by Mr. McCroskey and that was a time she would prefer not to go back to so that's all she'll say about that. That was a bad time and the Commission is in a positivity time so all the negative vibes here just distresses her because the Commission here are positivity people. She doesn't like all the negativity. The assumption that the Commission has an item on the agenda and the public wants to attack the Commission because they have an item brought before them that they have to vote on and the public thinks the Commission is going to vote one way and the public wants to attack the Commission because they assume...assume is not good because we all know what that does. This item was on the Commission agenda two weeks ago so if the public would have taken the time to listen to that meeting, it's on the Internet, she listened to it today, they would have seen that this particular Commissioner had a lot of questions about this lease and had a lot of concerns and she knows that the other Commissioners did as well. The public might have been able to tone down a little bit when they were trying to attack the Commission with their comments.

Commissioner Byrnes thanked Commissioner Currie for making that statement because there were some people that were very rude and they know who they are. It's the Mayor's job to control the meeting and he thought that was very rude of them. He also thinks that it was sad to think that this was a done deal because if the public had followed his career, he stood up here and talked from there when he was not a Commissioner and spoke against the gazebo that Mr. Smith wanted to put up because he saw that as the same kind of thing, blocking people's views of the river. This has become a political thing because there are people who are out there who have been told that he is in Bill Arthur's pocket or some junk like that and Bill Arthur was going to be very disappointed tonight because I was going to vote against this even if it stayed on because he has always, always been against anything being built east of Riverside Drive where there is nothing there now. That has always been what he has supported and that is why he has fought against it in the past, Mr. Smith and himself disagreed on that but he fought that. Commissioner Byrnes stated he doesn't want to see the view blocked and his vote is for what he thinks is best not for the person. He thinks this whole character assassination that came out had nothing to do with the lease itself. I think, excuse me Mr. Mayor but I think you should have controlled the discussion a little bit more because we talked a whole lot about the

people involved and not the property. Commissioner Byrnes stated that is why, before all this started he asked Attorney Simpson...because if this was a special right he would certainly had been against it. He wanted to see if the City was going to be fixing things for several people that thought they bought property that had rights to build a dock. Anybody who thought this was a done deal, if you had been told this was a done deal, you've been lied to because what he saw, if they watched the Commission at the last meeting, they saw, it wasn't going very well for the applicant. He applauds the applicant for withdrawing it and now, it will be a done deal once the Commission gets to vote.

Commissioner Albert stated she thinks it's a rather poor outcome when adults cannot collaborate and have conversations so that this could work out where everyone could win in some way. She thinks there was a solution. They just didn't have a chance to get to it. She is sorry that this has come to the end that it has come to but perhaps, for this time, is the best resolution. She will point out that there are several minors in the audience who are behaving better than a few of the adults.

Commissioner Capers stated he has a compromise at the end so don't let him forget it. Just remind him. If they don't hear the compromise, remind him. Commissioner Capers asked the City Clerk to bring up the pictures that he had put together rather late. They are not in order. This is some of the properties of the homes...

City Clerk Manning stated it's the Mayor's call to show the pictures.

Mayor Penny stated this is to communicate yes or no...

Commissioner Capers stated, no. Here's the deal. Remember when your parents told you something and you said why and they said because I told you so. He doesn't want this to end up that way. He wants people to know why, he wants them to see, he wants them to hear and he wants them to understand.

Mayor Penny stated typically, the Commission is giving that (referring to the pictures) in their agenda packet. To bring stuff forward from the dais, he doesn't think it's fair to everyone. He doesn't know what Commissioner Capers is presenting to the Commission. That's his concern.

Commissioner Capers stated just photographs of the homes and the property, that's it. It's a view, it's what it looks like now.

Mayor Penny stated but his question is, is this going to be a personal attack?

Commissioner Capers stated no. This isn't an attack at all.

Mayor Penny stated or is it going to be trying to convince the Commission...because he doesn't think it's going to take much convincing for this Commission to vote unanimously yes to deny this.

Commissioner Capers stated he knows that. He just wants to clear himself. That's what he wants to do. He thinks he has the right to...give him about ten or fifteen minutes and he'll be done.

Mayor Penny stated here's his compromise for Commissioner Capers. If this has no effect on the vote, he can address the Commission in his closing comments and all these people can go home.

Commissioner Capers stated, no. He thinks all these people need to see this and he thinks all these people need to hear what he has to say because he doesn't like the fact that the word behind his mouth is that "he has no empathy, no compassion and why on earth would this guy do this to these poor people..."

Mayor Penny stated he hasn't heard that said one time at this meeting or the last meeting.

Commissioner Capers asked may he speak, please?

Mayor Penny stated he may speak but he doesn't know what his presentation is. It's highly unusual...

Commissioner Capers stated it's going to be right here.

Mayor Penny stated he doesn't know what it is.

Commissioner Capers stated it's a photograph of Mr. Plate's house, it's a photograph of the river from looking off his balcony at what is currently and what his view is and why he just spent \$35,000 to add a second floor balcony so that him and his wife, who are both cancer survivors by the way, can enjoy their dream and their life, and sit on their balcony and look at the river.

Mayor Penny stated but his question is, is it the best use of time to give Commissioner Capers a fifteen minute presentation...

Commissioner Capers stated if the Mayor keeps talking they'll be there all night.

Commissioner Capers stated let him do this and they'll be done.

Mayor Penny stated it's not going to change the vote Commissioner Capers. If he heard everyone here...

Commissioner Capers stated it will change the way people look at him and he's concerned with that. He's concerned with his reputation. So he would like to clear his reputation. If they don't want the pictures, he won't show the pictures.

Mayor Penny stated he just doesn't think it's fair to do a presentation...

Commissioner Capers stated he just spent a couple of hours doing that for nothing so it's alright. He doesn't need it. It's not important. May he speak?

Mayor Penny stated I'll give you the floor.

Commissioner Capers stated when you buy a piece of property, when Bill Arthur made the point, they're supposed to do the due diligence, they also have the realtor, they also pay for title insurance. If they got this done and the realtor was involved, they should sue the realtor. If the title insurance didn't do what they were supposed to do, go after the insurance title people. If they find out that they paid taxes that they shouldn't have paid then that money should...if the City of Holly Hill got a portion of that then he would vote 100% to give the money back to them. He doesn't know if they can or if they could but these are the things that he would like to do if they could. There are a couple of other reasons to be really cautious about this whole thing. One, is that he personally knows Bill Arthur. He met Marci and they both seem like very nice people. He has no vendetta against them. He's not mad at them, he's not upset about them, he doesn't want anything bad to happen or anything else but because he knows Bill Arthur, because he's a neighbor, because he's a friend and an ex-city official, he has to put a lot of caution to this. Also, the paper bag of cash that showed up out here which was in the newspaper, people are going to talk. This is how it looks. It looks like the only reason that the City is even considering this is because he used to be the mayor and he has respect for Bill Arthur used to being the mayor, he was a good mayor. He has no problem with any of that but these are his cautions. Also, when you look at, I'll give you an example of the fire department. The Fire Department has several people in the department that are trained, they have a Hazmat team, they have a dive team, they have a high angle rescue team, they have a rope and knot team. One person cannot do everything that needs to be done. Right here with our City, we have the City Manager, and Mr. Forte, your job as a City Manager, is to manage the city. You have said several times that the governments

make terrible landlords. We've also talked, in the office and several times about "let's not do this again, it makes no sense." You're our attorney so I'm going to use your advice. What about liability? The risk? The city is getting \$350 a year for 99 years with no percentage, no increase, no nothing. In 99 years a loaf of bread is probably \$350. As an attorney for the city, citizens getting \$350 a year with the liability, as an attorney, does that make sense to you? Is that a good deal for the citizens and all of the city?

Mayor Penny and City Attorney Simpson stated there is an increase in the lease. Not a lot but there is an increase and they are also required to provide liability insurance.

Commissioner Currie stated, Mr. Mayor, point of order. She believes the motion on the floor is to not grant the lease so why are they discussing that? She doesn't understand.

Commissioner Capers stated which he supports so if he can finish, they'll be out of here. If the Commission wants to keep doing this...

Commissioner Currie stated she called for a point of order because they're going over something that doesn't even have anything to do with the motion on the floor right now.

Mayor Penny stated well he gave leeway to the other Commissioners and they talked about other people's property and they talked about this and that so he gave Commissioner Capers leeway.

Commissioner Currie stated, okay.

Commissioner Capers stated Mr. Plate, for example, owns the house across the street and like he explained earlier, Mr. Plate bought that house, he was told there wasn't a dock there, like former Commissioner Moore, they're would never be a dock there that it was a city park and that it will always be a city park. Now, was that true or not, he doesn't know. Was former Commissioner Moore able to say that, he doesn't know. Mr. Plate went and spent approximately \$40,000 for this renovation which he went through all the process to go through to having a variance, spent all this money and take six months to do all this stuff and so why should the city allow the applicant to increase their property value by \$50,000, which he spoke to many realtors and that's about the basic. It's going to go up about \$50,000, why should the city allow them to increase their property value by \$50,000 and then take away Mr. Plate's view? Why should Mr. Plate have to suffer for that?

Mayor Penny stated he doesn't think there is any Commission in favor of granting the lease.

Commissioner Capers stated let him go right to the compromise. Here's what he thinks. This may work, this may not work and this has to go according to the citizens. To him, it would be nice if the city could put up, on that property, that's why he wanted to show them the picture, the property that comes across, he thinks it would be nice, maybe if they can get the city to put not a dock out there but a walk out all the way in the front of it so that anyone can walk out on that. It's just across the front. They can fish, they can do whatever. The Albrights could use it, Mr. Plate could use it, the citizens could use it. They can go fishing. If it's short and it's up against the shoreline like this it's not going to discredit the view so that's his compromise. Maybe the city could work on something and still put something up in there that will help increase the property values, could be used for the citizens, would benefit the citizens and wouldn't be an eyesore.

Mayor Penny stated Commissioner Capers could bring that up during the final budget.

Commissioner Capers stated, okay.

Mayor Penny stated ALL IN FAVOR TO DENY THIS LEASE, WILL AFFIRM BY SAYING "I. ANY OPPOSED? THE MOTION CARRIED UNANIMOUSLY, 5 - 0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny



7. PUBLIC HEARINGS

1. Ordinance

Ordinance No. 2976 An Ordinance of the City of Holly Hill, Florida Amending, the Land Development Regulations, by Amending Section 114-765 Schedule of Dimensional Requirements to Amend the Front Yard Setback of the R-1 Single-Family Zoning District ; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

Mr. Harowski stated they've discussed this over a series of meetings. This is the second reading and final action on a small adjustment in required a front yard setback in the R1 zoning classification. The Commission heard at a workshop meeting a recommendation from the Planning and Appeals Board. The Commission gave a direction to staff and the Planning and Appeals Board under the dealings and the issue and those, they believe, have been accurately reflected in the ordinance before the Commission.

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners:

Ronald Strange, 24 Catrice (?), Ormond Beach, stated they are in favor of the ordinance because they own vacant land next to 1650 Riverside Drive and they are ready to build a house there and then the neighbor received a variance to extend his garage eight feet towards the river and Mr. Strange stated his only view of the river is across his neighbor's front yard. This additional five feet would allow Mr. Strange to continue them to construct their house.

Mayor Penny closed public participation.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

ORDINANCE

Enacted and approved this 9th day of August, 2016, in Holly Hill



2. Ordinance

Ordinance No. 2977 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article Ii (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

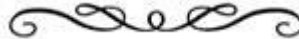
Mr. Forte stated this is a re-read of the ordinance because the first time the Commission approved and adopted the change there were a couple of businesses that were omitted on the list and this list is updated that includes all of the businesses in the city to the best of their ability.

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

ORDINANCE

Enacted and approved this 9th day of August, 2016, in Holly Hill



8. COMMUNICATIONS

a. City Manager & Staff Comments

1. -DOC-2016-14

Budget Amendments - Staff Report Only City Manager Level Amendments

(Requested by Kurt Swartzlander, Finance)

Mr. Forte stated there are a couple of budget amendments in their packets. If there are any questions, he is prepared to answer them. (No questions were asked).

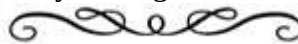
Mr. Forte stated he wants to make the Commission aware that staff issued an emergency purchase order today for \$4,900 to *Worsham Underground* and that was to complete a tap to the force main at the Lift Station #3 down by 5th Street by Riverside Drive. There was a malfunction there that caused an emergency repair. That is one of the Lift Stations that are on the city's repair and replacement program over the next year or two but this will at least get them up and running and the city staff

was onsite today working on it and he believes this workaround will get them up and running. The city received no property damage.

Mark Juliano, Public Works Director, stated there was no backup sewage or anything. Mr. Forte stated it was a very quick response by the staff to get out there and take care of that. The last thing he just wants to comment on with all the discussion on Riverside Drive by the comments and the complaints that he is hearing, and he is not going to knee-jerk react to some of the things that the Commission heard but he is going to meet with Code Enforcement Officers tomorrow and they're going to start at one end of Riverside Drive to the other end of Riverside Drive and they are going to look at all the properties and see what's in violation and see what's not.

RESULT:	PRESENTATION
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Enacted and approved this 9th day of August, 2016, in Holly Hill



- b. City Attorney Comments
None.
- c. Mayor's Comments
None.
- d. District Commissioners Comments

9. ADJOURNMENT

The meeting adjourned at approximately 8:20 pm.



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

**City Commission
Resolution**

MEETING DATE: August 23, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-34 A Resolution of the City of Holly Hill, Florida, Amending Section 7.8 Sick Leave Incentive Pay of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1412)
APPLICANT:
PLANNER:

DISCUSSION:

Each year employees have been eligible to participate in the Sick Leave Incentive Program which would provide the employee payment of up to 32 hours of pay if the employee did not call in sick in accordance with the establish schedule identified in the strike through and underlined attachment. This change will allow eligible employees to sell back unused sick leave not to exceed 40 hours in accordance with the attached schedule.

FISCAL ANALYSIS:

Currently, employees receive payment for up to 32 hours of unused sick leave which is an impact to the budget. By moving to a sell back program, employees can sell back up to 40 hours of unused sick leave which is still an impact to the budget however, the city is reducing the liability on the books from the accrued time to be paid out at a lower hourly rate.

STAFF RECOMMENDATION:

Approve the amendment to the Personnel Rules and Regulations, Section 7.8 Sick Leave Incentive Program and replace it with the Sick Leave Sell Back Program attached.

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:

To approve the amendment to the Personnel Rules and Regulations 7.8 Sick Leave Incentive Program.

Resolution No. (ID # 1412)**RESOLUTION 2016-R-34 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 7.8 SICK LEAVE INCENTIVE PAY OF THE PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2016-R-34**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 7.8 SICK LEAVE INCENTIVE PAY OF THE PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sick Leave Incentive Pay has been given as an added pay to employees who had not used in excess of 32 hours of sick leave in the previous year according to the schedule in the policy; and

WHEREAS, The Sick Leave Sell Back Program will allow employees to sell back up to 40 hours of unused sick leave in accordance with the policy schedule which will reduce the cities liability for payout by paying this leave out a the lower current salary; and

WHEREAS, This policy establish a benefit for employees who do not take more than 40 hours of sick leave in the fiscal year.

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

SECTION 1.

Work related injuries or family medical leave shall not cause a deduction to be made from an employee's sick leave for purposes of implementation of the Sick Leave Incentive Program.

If an employee does not use any sick leave days in the previous year, he/she will be compensated based on the number of hours used in accordance with the following schedule:

<u>Sick Leave Hours Used</u>	<u>Number of Hours available to sell back</u>
0	40
8	32
16	24
24	16

32

8

40

0

SECTION 2.

An employee must have been employed on October 1st of the previous fiscal year to be eligible to participate in this benefit. Employees must be in a “paid status” during the entire fiscal year and have a remaining balance of 120 hours of Sick Leave, after the sell back, in order to be eligible to participate in order to be eligible to participate in Sick Leave Sell Back Program. (Fiscal year is from October 1 through September 30). Requests for selling back hours of Sick Leave, according to the above schedule, must be submitted to the Human Resources Manager between October 1st and October 15th of each eligible year. The checks will be disbursed to the employee the first full pay period in November.

SECTION 3.

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

SECTION 4.

All resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5.

This Resolution shall take effect upon adoption.

APPROVED AND AUTHENTICATED this 23rd day of AUGUST, 2016.



John Penny, Mayor

8/23/2016



Valerie Manning, City Clerk

8/23/2016



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

**City Commission
Resolution**

MEETING DATE: August 23, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-35 A Resolution of the City of Holly Hill, Florida, Amending Section 7.6 Bereavement Leave of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1409)
APPLICANT:
PLANNER:

DISCUSSION:

The purpose of this amendment is to have the City's Personnel Rules and Regulations provide the same benefit to non-union positions as is provided to the union positions in the City.

FISCAL ANALYSIS: This change should have little to no impact on the budget based on bereavement leave usage change being proposed. Since non-union personnel are already allowed to use the five days post mortem and this change allows for them to use the leave before their loved one has passed on, there is no difference in the cost to the city. The city only allows 40 hours maximum whether it would be used before or after the death of the loved one.

STAFF RECOMMENDATION:

To support the changes recommended by the City manager in the attached amended policy.

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:

To approve the amended Personnel Rules and Regulations 7.6 Bereavement Leave.

ATTACHMENTS:

- Bereavement Leave 7.6 Personnel rules & Regs (DOCX)

Resolution No. (ID # 1409)**RESOLUTION 2016-R-35 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 7.6 BEREAVEMENT LEAVE OF THE PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2016-R-35**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 7.6 BEREAVEMENT LEAVE OF THE PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bereavement Leave is available to employees as a special privilege under circumstances as established in this policy; and

WHEREAS, each union agreement has consistent language with this policy which will govern no-union positions; and

WHEREAS, this policy establish a benefit for employees whose family members are terminally ill.

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

SECTION 1. When a death occurs in the immediate family of an employee, that employee shall receive five (5) days off without loss of pay or benefits, or as dictated by union contract agreements. This five (5) days of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance.

SECTION 2. Should a member of an employee's immediate family suffer from a terminal injury or illness or be placed in hospice care, an employee may utilize bereavement leave in advance of death in order to provide support, relief and comfort through the end-of-life process. In the event the employee uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, personal leave, comp time or sick leave, etc.)

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. All resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. This Resolution shall take effect upon adoption.

APPROVED AND AUTHENTICATED this **23rd** day of **AUGUST**, 2016.



John Penny, Mayor

8/23/2016



Valerie Manning, City Clerk

8/23/2016

7.6 BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances as established in this policy.

GUIDELINES

When a death occurs in the immediate family of an employee, that employee shall receive five (5) days off without loss of pay or benefits, or as dictated by union contract agreements. This five (5) days of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance.

Should a member of an employee's immediate family suffer from a terminal injury or illness or be placed in hospice care, an employee may utilize bereavement leave in advance of death in order to provide support, relief and comfort through the end-of-life process. In the event the employee uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, personal leave, comp time or sick leave etc.).

~~If the funeral occurs outside of the state of Florida, the City Manager or his designee shall have discretion to grant up to five (5) additional days off, without loss of pay or benefits.~~

Bereavement Leave will not be charged against sick leave, vacation, holiday, overtime or accumulated compensatory time. A copy of the obituary may be required.

Immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

The employee shall be granted bereavement leave of three (3) days (twenty-four (24) hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of an employee's immediate family requires that the employee use accrued leave (vacation, personal leave, comp time or sick leave etc.).



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

**City Commission
Agenda Item**

MEETING DATE: August 23, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-36 A Resolution Amending the Personnel Rules and Regulations, Creating Section 7.21 Administrative Leave, for Exempt Employees who Do Not Earn Over Time or Comp Time.
NUMBER: (ID # 1406)
APPLICANT:
PLANNER:

DISCUSSION:

The City recognizes that certain exempt employees regularly work additional hours throughout the year in order to accomplish the City's business. These exempt employees are NOT eligible for overtime pay or comp time. In order to provide an off-set for the time commitments required by the City in accomplishing their work, exempt employees shall receive forty (40) hours of administrative leave per fiscal year.

Administrative leave is NOT intended to be an hour for hour exchange. Typical exempt employees are expected to work a minimum of 80 hours biweekly consisting of nine hour work days with 1 hour for lunch. Exempt employees who do not exceed 80 hours biweekly on a regular basis may not be entitled to use administrative leave. However, exempt employees who work additional hours during certain peak seasons or emergencies may be eligible to use administrative leave.

FISCAL ANALYSIS:

Over Time and Comp Time are not paid for the positions included in this classification and the positions are not backfilled when the employee takes time off. Therefore, there is no financial impact.

STAFF RECOMMENDATION:

To approve the amendment to the Personnel Rules and Regulations by adding Section 7.21 Administrative Leave as presented.

COMMISSION GOAL:

N/A

MOTION:

To Approve the addition of Section 7.231 Administrative Leave to the Personnel Rules and Regulations.

- Administrative Leave (DOCX)

7.21 ADMINISTRATIVE LEAVE

The City recognizes that certain exempt employees regularly work additional hours throughout the year in order to accomplish the City's business. These exempt employees are NOT eligible for overtime pay or comp time. In order to provide an off-set for the time commitments required by the City in accomplishing their work, exempt employees shall receive forty (40) hours of administrative leave per fiscal year. The use of administrative leave must be approved by the City Manager for Department Heads and by Department Heads for exempt employees who meet the requirements. Administrative leave shall be approved and accounted for by utilization of a Leave Request Form.

Administrative leave is NOT intended to be an hour for hour exchange. Typical exempt employees are expected to work a minimum of 80 hours biweekly consisting of nine hour work days with 1 hour for lunch. Exempt employees who do not exceed 80 hours biweekly on a regular basis may not be entitled to use administrative leave. However, exempt employees who work additional hours during certain peak seasons or emergencies may be eligible to use administrative leave.

- Effective October 1st of each year, exempt employees will be issued 40 hours of administrative leave.
- New exempt employees shall be eligible to receive 5/12 of a day per month for the remaining months within a fiscal year.
- Exempt employees are required to arrange and obtain prior/advanced approval of administrative leave.
- Administrative leave shall be utilized in 15 minute increments.
- Administrative leave shall not exceed more than 6 hours maximum per day.
- Administrative leave cannot be used on consecutive days and cannot be combined with other leave to make a full day of leave.
- Upon separation of employment, exempt employees will not receive payment for unused administrative leave.
- Exempt employees shall not receive payment in lieu of taking administrative leave.
- Unused administrative leave shall be forfeited by September 15th of each fiscal year

Administrative Leave applies to the following exempt positions:

Assistant Finance Director
Chief Water Plant Operator
Chief Building Official
Chief Waste Water Plant Operator
City Clerk
City Manager
Deputy Chief of Police
Deputy Director of Public Works
Economic Development / CRA Manager
Finance Director
Fire Chief
H.R. Manager
IT Manager
Police Chief
Public Works Director
Fleet Manager



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

**City Commission
Resolution**

MEETING DATE: August 23, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-37 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with the Florida Department of Transportation for Traffic Signal Maintenance Compensation; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1405)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill currently has an agreement with the Florida Department of Transportation whereby the City is reimbursed for Maintenance that is completed to any traffic signals that control State roads. A new agreement is issued annually; reimbursement to be provided in the new agreement is \$36,000 per year.

FISCAL ANALYSIS:

This is a 48% increase over the prior year.

STAFF RECOMMENDATION:

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

COMMISSION GOAL:

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

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster

preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2016-R-37, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION.

ATTACHMENTS:

- Amendment to the Traffic Signal Maintenance and Compensation Agreement (PDF)

Resolution No. (ID # 1405)

RESOLUTION 2016-R-37 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-R-37

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

WHEREAS, The City of Holly Hill and Florida Department of Transportation currently have an agreement, Contract ARY79, for traffic signal maintenance compensation; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute a new agreement for Fiscal Year 2016/2017.

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

SECTION 1. That City Manager of the City of Holly Hill is authorized to execute the Traffic Signal Maintenance Compensation Agreement for Fiscal Year 2016/2017.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2016.



John Penny, Mayor

8/23/2016



Valerie Manning, City Clerk

8/23/2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
 AND COMPENSATION AGREEMENT**

CONTRACT NO. ARY79
 FINANCIAL PROJECT NO. 413019-98807
 F.E.I.D. NO. F596000337001
 AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the CITY OF HOLLY HILL, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **SEPTEMBER 2, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF HOLLY HILL

_____, Florida
 (Maintaining Agency)

By _____
 (Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
 (Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARY79
 FINANCIAL PROJECT NO. 413019-98807
 F.E.I.D. NO. F596000337001

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT750-010-22
TRAFFIC
OPERATIONS
09/16
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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

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- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
 - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

Reimbursement for Maintenance and Operation

[illegible]

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

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

Maintaining Agency

Date _____

District Traffic Operations Engineer

Date _____

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17

Effective Date: July 1, 2016 To: June 30, 2017

Maintaining Agency: City of Holly Hill

Section	MP	SR No.	Intersection	Agency	Conf.	fy16/17
79030	1.192	5	SR 430 (Mason Ave.)	Holly Hill	IMTS	\$4,500.00
79030	1.390	5	2nd St.	Holly Hill	IMTS	\$4,500.00
79030	1.567	5	3rd St.	Holly Hill	IMTS	\$4,500.00
79030	1.916	5	6th St.	Holly Hill	IMTS	\$4,500.00
79030	2.167	5	8th St.	Holly Hill	IMTS	\$4,500.00
79030	2.916	5	Walker St.	Holly Hill	IMTS	\$4,500.00
79030	3.849	5	Calle Grande St.	Holly Hill	IMTS	\$4,500.00
79190	11.425	5A	15th St.	Holly Hill	IMTS	\$4,500.00

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

Total Lump Sum*: \$36,000.00

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

\$36,000.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

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EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

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

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

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

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

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

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

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

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

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

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

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EXHIBIT C

Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date



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

**City Commission
Ordinance**

MEETING DATE: August 23, 2016
FROM: Thomas Harowski
SUBJECT: Ordinance 2979 An Ordinance of the City of Holly Hill, Florida,
Relating to Special Events; Creating a New Section of the City
Code; Providing for Codification; Providing for Conflicting
Ordinances; Providing for Severability; and Providing for an
Effective Date.
NUMBER: (ID # 1399)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: City staff has developed a proposed revision to the special events provisions in the land development regulations. The Board of Planning and Appeals reviewed this item at their regular meeting of July 18, 2016.

BACKGROUND: The City code does not have a clear process for dealing with special events for business and community activities that are not associated with recognized special events such as Bike Week and Biketoberfest. Section 114-902 of the current code establishes a special use permit for these events, but it does not deal with events such as special business sales, customer appreciation events, grand opening events and similar activities. There have been past attempts to address this issue by administrative policy, but the situation remains confusing for local businesses. Current staff prefers to include a new section in Division 11 of the land development code that provides clearer guidance for local businesses. A draft ordinance proposal is attached for the Board's review.

DISCUSSION: The proposed ordinance lays out an application procedure with required submittals, a review process including lead times, specifications on how the site can be used, and related procedures.

The key provision is that the proposed ordinance clearly establishes that a business can conduct on-site events such as special sales, grand opening events, customer appreciation events and similar business activities with permits from the City. A business will be entitled to events totaling 20 days per year with a maximum length of 10 days per event. Should a business participate in other special events allowed under Section 114-902, these event days will not count toward the annual total of special event days allowed under the proposed amendment.

The proposed ordinance prohibits special events on vacant property unless specific approval is granted by the City Commission. This provision would exclude someone from renting a vacant lot to sell used cars or some other type of goods, but it keeps the

door open for the City Commission to approve a special event that it considers reasonable and valuable to the community.

The review process established by this proposal includes review by a committee composed of zoning, police, fire and public works. Police and fire review gives the City an opportunity to determine if the event requires traffic control support or live safety support. If police and fire services are required, the applicant can hire services privately or potentially make arrangements with the City.

FISCAL ANALYSIS: Dependent upon commission action and any proposed fee schedule. Revenues and expenses will vary based on the type and activity of the special event and any required government services required.

RECOMMENDATION: The Board of Planning and Appeals recommends the City Commission adopt the proposed amendments.

Ordinance No. (ID # 1399)**ORDINANCE 2979 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO SPECIAL EVENTS; CREATING A NEW SECTION OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2979**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO SPECIAL EVENTS; CREATING A NEW SECTION OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that special events offered to the general public or a substantial segment of the public often attract a large gathering of people which may cause adverse public health and safety conditions requiring municipal regulation to ensure adequate sanitation and sewage disposal facilities, police services, fire rescue personnel and equipment, parking, traffic control and crowd control, and other regulations in the interest of public safety and public health; 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. It is the further intent of the City Commission that this Ordinance be construed liberally in favor of protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill; and

WHEREAS, it is also the intent of the Commission to protect the rights of its citizens to engage in protected free speech activities and yet allow for the least restrictive and reasonable time, place and manner regulation of those activities.

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

SECTION 1. Legislative and Administrative Findings.

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION 2. Special events.

1. Intent and application. This section is intended to provide regulations relating to temporary special events not covered by Section 114-901 and Section 114-902 by the addition of a new Section 114-903 which includes, but is not limited to, business events such as grand openings, customer appreciation events, special sales with planned outdoor activities; and other events such as circuses, fairs, carnivals, festivals, exhibitions, and musical events.
2. Permit required. Any special event shall be required to obtain a Special Event Permit. A special event shall be subject to the following:
 - a. The owner, or a legal representative authorized through an affidavit, of the property owner where the event will be held must make application to the City Manager, or his/her designee, and shall be responsible for compliance with the terms and conditions as set forth in the Special Event Permit. Additionally, the owner(s) of any property on which a special event occurs shall be responsible and liable for violations occurring on any such property because of such special event.
 - b. Special Event Permits shall not exceed a maximum duration of 10 consecutive days unless waived or modified by the City Commission. No lot or parcel shall serve as a location of a special event, or any part of a special event, including parking, for more than 20 days per calendar year. The 20-day limitation applies to all special events.,
 - c. All local business taxes, including, but not limited to, the licensing of all vendors, concessions, business, itinerant merchants, and contractors shall be paid prior to issuance of the permit.
 - d. All applicable building permits, which may include, but are not limited to, tents, signs, electric, or water, shall be obtained prior to the issuance of the Special Event Permit. All permitted structures shall be removed within 24 hours after completion of the special event.
 - e. Special events held on nonresidential property shall not result in more than a twenty percent (20%) reduction of the parking spaces required for the existing business(es) during normal hours of operation. The City Manager, or his/her designee, may allow the use of joint, off-site, or other approved parking agreement(s) to mitigate this requirement.
 - f. Special events are not permitted on vacant property without the approval of the City Commission.
 - g. The applicant shall be responsible for the maintenance of the grounds and shall be responsible for properly disposing of trash, garbage, litter, and any other debris on the property and surrounding area as a result of the special event.
 - h. The applicant shall provide sanitary facilities that are available, free of charge, to the patrons.
 - i. The applicant shall provide the following:
 - i. *Public law enforcement and private security services.* The Police

Chief's office shall determine the requirements and have final approval as to whether these services are adequate. However, any special event serving alcohol shall provide security at the expense of the applicant.

- ii. *Fire protection services.* The Fire Chief shall determine fire protection services.
- iii. *Medical coverage.* The Fire Chief shall determine if an event will require medical coverage in the form of onsite Paramedic or EMT personal.
- iv. *Public Works Department services.* The Public Works Director shall determine if the services are required and establish the appropriate fees.
- v. *Traffic control measures.* The Police Chief or designee shall have the full authority to require barricades, close any public street or roadway and/or detour of all traffic flow on any public street or roadway in relation to the management of the special event. The Police Chief or designee may determine whether to require implementation of additional traffic control measures for pedestrian and traffic access safety.
- vi. *Health, safety, and welfare measures.* The City Manager, or designee, shall have authority to impose additional conditions for public health, safety, and welfare.

SECTION 3. Exemption.

The following events are exempt from obtaining a Special Event Permit; however, the events are subject to applicable licensing and business taxes as well as health and safety requirements:

- 1. City sponsored events and/or events approved on City property.
- 2. Events sponsored or approved by the School Board conducted on School Board property.
- 3. Tax-exempt organization indoor events conducted on property owned or leased by those organizations if the event does not exceed fire occupancy requirements.
- 4. This section shall not apply to those public fairs and expositions governed by the provisions of Chapter 616, Florida Statutes, and Chapters 5A-2 and 5F-8, Florida Administrative Code, which public fairs and expositions shall be conducted in strict compliance with the statutory and regulatory provisions.
- 5. No special event permits shall be required to be obtained for any events to be held on property owned or leased by any federal or state governmental entity, if sponsored by the state or federal agency.

SECTION 4. Special Event Permit Application.

An application to hold a special event shall be made in writing to the City Manager, or designee, at least 21 days prior to the event, using such forms and including such information as the City Manager, or designee, may deem necessary to determine compliance with the requirements of this article. At a minimum, the application shall include the following:

1. The applicant's name, proposed location and description of the special event, and days and hours proposed.
2. Proof that the applicant has a legal right to occupy the sponsoring property (e.g., through ownership, written lease or written authorization).
3. A site plan on a minimum of 8"x11" paper specifying the location and contour of the special event area, pedestrian access, the number and location of merchant display areas designated, barricades, special signage and other devices necessary to maintain public safety, and indicating traffic and parking patterns.
4. Applicant shall submit a non-refundable application review fee with the Special Event application, to help defray the City's cost of processing the application and coordinating the relevant City services and personnel. The special event permit fee shall be established by resolution of the city commission.
5. Each applicant shall provide information on the types of vendors and exhibitors proposed and whether outdoor music is proposed.
6. To ensure that the public health, welfare, and safety are protected, applicants shall provide for compliance with all City plumbing and electrical code requirements; sanitation and sewage disposal facilities, as provided in Section 18; police services for security, crowd and traffic control as provided in Section 15; fire rescue personnel for EMS coverage or Fire Apparatus standby as provided in Section 15; and insurance and indemnification as provided in Sections 7 and 8; and if the special event will be held during hours of darkness, compliance with lighting standards prescribed in the Land Development Code for streets and public property. The City will complete its review of the Special Event permit application within ten (10) business days from submission of a complete application.

SECTION 5. Issuance of Permit; Approval; Grounds for Denial.

1. Upon submission and approval of the items and information required by Section 4 and Section 7 the Building and Zoning office shall issue the Special Event Permit. The applicant shall pay a permit fee including a base fee and any additional charges for police, fire safety, and other government services which may be required by the Event Review Committee. The City Commission shall establish these fees by resolution.
2. The Event Review Committee shall review the application submitted for completeness. The Event review Committee is hereby authorized to reject any application which is not complete, which is not received by the specified deadline, or which is not accompanied by the requisite application fee. Completed applications for special event permits shall be reviewed to determine the anticipated impact on pedestrian and traffic patterns, noise, security, and other aspects of public health, safety or welfare and for compliance with this article. An application may be denied if the Event Review Committee determines that any of the following are true:
 - a. The applicant has made any false material representation in the application.
 - b. The applicant fails to provide any of the items or information required by this Ordinance.

- c. The special event will substantially interfere with any other special event for which a permit has already been granted, or with the provision of public safety or other City services in support of such other previously scheduled events, or will have an non-mitigable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted.
- d. The conduct of the special event will substantially interrupt the safe and orderly movement of aerial or marine navigation, or of public transportation or other vehicular and pedestrian traffic in the area of the special event; or will cause irresolvable conflict with construction or development in public rights-of-way or at the public facility where the special event is held so as to cause unsafe conditions for the public; or the expected attendance at the special event will exceed the lawful capacity of the facility under the City's Fire Code; or the parking available at the facility will be inadequate to accommodate the expected attendance at the special event.
- e. The Event Review Committee shall also consider prior dealings of the City with the operator or property owner with previous Special Events. The operator's or property owner's failure to comply with the rules and regulations during a prior Special Event shall be grounds for the denial of a new Special Event Permit, unless the operator/property owner establish, to the satisfaction of the Event Review Committee, that procedures and policies are in place to prevent the prior problems from occurring. The Event Review Committee is authorized to approve a Special Event Permit as long as all conditions and requirements of the City's regulations have been complied with and there are no adverse impacts to the public health, safety and welfare of the community.
- f. If the property has any outstanding code violations, a Special Event Permit will not be issued.
- g. If a permit is denied, the Event Review Committee shall provide the applicant with written reasons for denial. The applicant, within five business days after denial, may appeal the denial to the City Manager for a final decision, by filing a written petition with the City Clerk detailing the grounds for appeal, which appeal shall be heard within five (5) days of submission of the appeal.

SECTION 6. Inspections

As a condition of any permit, city officials, shall have authority to enter upon the sponsoring property at any time to ensure public health, safety and welfare, compliance with this article, permit conditions, the Code of Ordinances and the Land Development Regulations.

SECTION 7. Indemnification.

The applicant for a special event shall be required to provide to the Event review Committee an agreement pursuant to which the applicant assumes full responsibility and liability for and indemnifies, defends, and holds the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, connected to the holding of the special event.

SECTION 8. Insurance.

The applicant shall submit proof of liability insurance with the application.

SECTION 9. Definitions.

For purposes of this article, the following words, terms and phrases shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Special Event* shall mean an event that is not covered by Section 114-901 and Section 114.902.
2. *Special Event Review Committee* shall consist of a staff committee composed of representatives of the Public Works Department, the Fire Department, the Police Department, , the Finance Department, Building and Zoning Department and the Human resources Department. Other members may be appointed by the City Manager. The City Manager shall not be a member on the committee.
3. *Vendor* shall mean any person who distributes or offers to distribute, or sells or offers to sell food, beverages, merchandise, or services.
4. *Temporary Vendors Permit* shall mean a permit issued by the City of Holly Hill allowing a specific seller/vendor to offer for sale goods or services at a special event. Temporary Vendors Permits are for one specific Special Event and are non-transferable.
5. *City Sponsored Special Event* shall mean those events annually approved by the City Commission as a City Sponsored Event.
6. *Sponsoring property* shall mean the legal lot(s) or parcel(s) on which the *special event* is held and the legal lot(s) or parcel(s) designated for parking for such *special event*, regardless of zoning classification; provided, however, that in the case of a strip commercial shopping center, the term "sponsoring property" shall mean all of the lots and parcels comprising the shopping center.

SECTION 10. Event Disclosure

All applicants to hold an event shall be required to disclose the event on the City's Special Event Request form for determination whether the event is a Special Event requiring a Special Event permit.

SECTION 11. Outdoor Amplification

The use of any outdoor amplification including but not limited to live or recorded music, shall not exceed the City's noise ordinance. All outdoor amplification shall cease at 10:00 pm.

SECTION 12. General Guidelines & Information for Special Event Vending

1. Vendors of food shall have all applicable licenses to be considered for participation in a Special Event. It is the responsibility of the applicant to ensure that participating food vendors comply with the rules and regulations of the State of Florida Health Department and any other government body with jurisdiction over the special event.
2. All food vendors who do not have a Florida Department of Business and Professional Regulation (DBPR) annual food vendor's license shall apply for and purchase a DBPR temporary event license.

SECTION 13. Use of Alcoholic Beverages.

If alcohol is to be served at a Special Event, that fact must be disclosed to the Event review Committee at the time of filing an application for a permit, and all applicable requirements of state beverage laws and City Codes must be met. It is the responsibility of the licensee to ensure that open containers of alcohol served on the site shall not be transported beyond the designated area within the Special Event site. No alcohol shall be served within 750 feet of any public school.

SECTION 14. Revocation or Suspension of Permit.

The Event Review Committee may summarily suspend or revoke a permit issued under this section for violation of the special event permit or permit conditions; for violating any other federal, state, or local laws or ordinances during the special event; or for making any material false representation in an application for a permit or for an exemption certificate. In the event of suspension or revocation, the vendor may appeal the decision to the City Manager. provisions in Section 5(c) shall apply. The five (5) day appeal period shall commence from the date the suspension or revocation notice is provided to the applicant

SECTION 15. Public Safety at Special Events.

The following requirements for public safety will be observed at all special events:

1. The Holly Hill Police Department shall be the primary provider of personal safety and property security at special events. The number of required providers shall be based on Event Risk Factors set forth in Section 16. If the applicant for a special event wishes to use private sector entities for personal safety or property security at special events, such entities will be supplemental or in addition to the services provided by the Police Department.
2. Fire protection services shall be provided by the City of Holly Hill Fire Department.
3. Applicants may be required to provide emergency medical services, including transportation, as specified in Section 4, if the Fire Chief finds a need for these services based on Event Risk Factors as defined in Section 1. In the event that the City Fire Department determines that it is unable to provide any aspect of emergency medical services, including transportation, such services may be provided by Volusia County.
4. Fire codes and standards compliance will be verified by the City Fire Inspector to ensure the event complies with Florida Fire Prevention Code, NFPA 1, NFPA 101 Life Safety Code.
5. All special events must maintain adequate handicap parking in compliance with ADA (American with Disabilities Act) thresholds in regards to the number of spaces required and surface requirement. Existing handicap spaces must be utilized for their

intended purpose.

6. The Event Review Committee may allow overflow parking for a special event on the public right-of-way, as long as safe pedestrian access is provided to the special event. Any overflow parking that is allowed on the right-of-way or on public or private property may require improvements at the applicant's expense

SECTION 16. Event Risk Factors for Public Safety and Emergency Medical Personnel at Special Events.

Event Risk Factors include the number of projected attendees, service of alcoholic beverages, lots of movement of people or vehicles, and/or any event that includes safety risks such as mosh pits, concerts, or any events using pyrotechnics, explosives, and stunts with special rescue potentials, or other similar activities which may result in physical stress or injury.

SECTION 17. Costs for Personnel at Special Events.

1. The fees for provision of Police Department, Fire Department, and City personnel at Special Events shall be established by resolution of the City Commission.
2. Applicants shall be responsible for costs the City incurs for personnel necessary for set up for the event, maintenance during, and clean up after the event in accordance with a resolution adopted by the City Commission. The estimated cost for the above items shall be paid in advance and as condition of issuance of the Special Event Permit.

SECTION 18. Standards for Sanitary Facilities

Sanitary facilities are required to be provided for all Special Events, in the form of toilets and hand washing stations, based on the projected number of attendees and participants, in a proportion of a minimum of one (1) restroom facility for every 100 attendees/participants expected at any one time. Restrooms shall be maintained in a sanitary condition, and shall be serviced at least once daily. Out of the total number of restrooms, a minimum of one shall be handicap acceptable or 5% of the restrooms shall be handicap accessible whichever is greater. Hand washing facilities shall be provided in a proportion of one hand wash facility to every ten portable restrooms, and must be provided at special events where food is served or picnic areas are provided

SECTION 19. 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 20. 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 21. EFFECTIVE DATE

That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this **23rd** day of **AUGUST**, 2016
for first reading.



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

**City Commission
Ordinance**

MEETING DATE: August 23, 2016
FROM: Thomas Harowski
SUBJECT: Ordinance 2981 An Ordinance of the City of Holly Hill, Florida,
Regulating Food Trucks; Creating a New Section 114-904 of
the City Code; Providing for Codification; Providing for
Conflicting Ordinances; Providing for Severability; and
Providing for an Effective Date.
NUMBER: (ID # 1400)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: At the May Board of Planning and Appeals meeting the Board considered a report on food truck operations and directed staff to bring forward a proposal to permit food trucks in the City for occasions in addition to City sanctioned and City sponsored events. The BOPA discussed the proposed ordinance at their regular meeting of July 18, 2016.

BACKGROUND: Food trucks have seen increased popularity in recent years through increased exposure through television programs on channels such as the Food Channel and through other outlets such as social media. At the May BOPA meeting the Board considered a staff report that discussed food truck operations and issues related to food truck operations including:

- Health Compliance
- Conflict with brick and mortar restaurants
- Cleanliness of the vending area
- Restrooms
- Noise
- Parking
- Signage

The staff report discussed each of these issues and provided suggestions on how these issues could be addressed in a proposed regulation. The Board directed staff to prepare a specific proposal that could serve as a starting point for discussion of a permit process for recommendation to the City Commission.

DISCUSSION: A review of the land development regulations suggests that the most appropriate location for a food truck permit process is to add a section to Division 11 of the land development code. This Division currently includes a section on outdoor display of merchandise by businesses and a section on special use permits for activities such as Bike Week, Biketoberfest and holiday sales of Christmas trees and pumpkins.

This is also the Division where we are considering adding a new section governing special events other than those covered by special use permits. The food truck authorization may be considered a class of special event and may best be placed with this group of regulations.

The proposed regulation has been constructed to address the issues discussed by the BOPA. The following comments are offered as additional explanation about how the proposed regulation is intended to address the planning and operational concerns.

- The proposal will allow food trucks in commercial and industrial areas and in residential areas where civic uses are established. For example, a church in a residentially zoned area could host a food truck.
- Items 1 through 4 are intended to address the cleanliness and operational needs of the service area during and following the activity. These sections make the owner responsible for these issues so that code enforcement has a specific control if problems occur.
- The limitation on the number of days per location and number of days per week is to help mitigate any negative impacts with our brick and mortar restaurants. The rule will allow a location to host a food truck about every other week on average.
- Items 6 and 7 go to on-site operations. The area limitations will effectively limit the number of food trucks that can be placed at a given location. A business with a large parking area (Florida Health Care for example) could host multiple food trucks while a smaller business site may be limited to just one truck. We also discuss where dining areas can be located if the businesses wish to provide picnic tables or something similar. The rule also seeks to maintain basic parking and vehicular maneuvering area for normal parking activity.
- Item 9 provides for some limited additional signage to advertise the location.

FISCAL ANALYSIS: Dependent Upon Commission action and setup of any proposed fee structure.

RECOMMENDATION: The Board of Planning and Appeals recommended the City Commission adopt the proposed ordinance.

ATTACHMENTS:

- Z-2016-02 BOPA Reports (DOC)
- Root and Tail Farm Comments (PDF)
- On_the_Go (PDF)

Ordinance No. (ID # 1400)**ORDINANCE 2981 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING FOOD TRUCKS; CREATING A NEW SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2981**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING FOOD TRUCKS; CREATING A NEW SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that food service from food trucks has become a popular food service venue; and

WHEREAS, food trucks can be a source of business development and provide dining options for residents and visitors; 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 properly regulating the location and operation of food trucks.

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

SECTION 1. FOOD TRUCK SERVICES

This section is intended to provide regulations relating to food truck service by the addition of a new Section 114-904, Food Truck Service.

114-904 Food Truck Service:

Non-residential locations may apply for temporary permits to allow food truck operations subject to compliance with the following conditions. Vacant lots may not host food trucks and food trucks may not serve from public streets and rights-of-way.

1. All food truck units shall comply with State requirements for food service and display certification of compliance.
2. No discharge of grease or other cooking waste is permitted

3. The property owner is responsible for the provision of trash receptacles and the cleanliness of the service and dining area.
4. The property owner is responsible for the provision of restroom facilities.
5. No site may host food trucks for more than one day per week and no more than 25 days per year. Food truck operations approved as part of a City-sponsored special event or under a special use permit issued per Section 114-902 shall not count against the day limitations of this section. (A multiple tenant location is considered one property for purposes of this code provision.)
6. Food trucks may not occupy more than 20% of the vehicular use area or disrupt parking area operation. Food trucks may not be parked in landscaped areas.
7. Temporary dining areas may be provided in association with the food truck operations. The temporary dining area may be located in landscaped areas exclusive of planting beds and landscaped buffers.
8. Any music provided shall comply with the City's standard noise ordinance.
9. Food trucks may place one supplemental a-frame or similar temporary sign not to exceed six (6) square feet of area.
10. Each food truck location shall obtain a permit from the City at least seven (7) days prior to opening for business. A single permit may include multiple business dates. The permit application shall be on a form issued by the City and contain at a minimum the following information:
 - a. Location address
 - b. Property owner approval
 - c. Dimensioned sketch of the proposed location showing compliance with the requirements set forth above.
 - d. Proposed date(s) and hours of operation
 - e. Owner contact information
 - f. Vendor contact information
 - g. Photo of the vendor and food truck
 - h. Fees as established by the City Commission

SECTION 2. 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 3. 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 4. EFFECTIVE DATE

That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2016
for first reading.



STAFF REPORT

City of Holly Hill
Community Development Department

Board of Planning and Appeals *Agenda Item*

DATE: May 2, 2016
SUBJECT: Food Trucks
APPLICANT: City of Holly Hill
NUMBER: Z-2016-02
PLANNER: Thomas Harowski, AICP

INTRODUCTION: The City Commission has requested a review of the options and opportunities related to food trucks operating within the City of Holly Hill. As this process will eventually call for consideration of amendments to the Land Development Code, the Board of Planning and Appeals is being requested to review the activity and provide a recommendation to the City Commission.

BACKGROUND: The City Commission is interested in the potential for a regular City-sponsored event that would be based on food trucks, and several merchants have inquired about the opportunity to have food trucks periodically sell food at their business sites as a means of generating additional customer traffic. The use of food trucks as part of special event activities has been established in the City through events such as the "Bike Week" and "Biketoberfest" and "Trunk or Treat" among other events. A City-sanctioned special event based around food trucks would be somewhat different, but not a cosmic leap from past special events.

Outside of special events the City has not permitted food truck sales activity. We do approve commissaries which are bases of operation for food trucks, but we do not permit sales activity. In the literature on food trucks there are three basic types of vehicles that are discussed. A lunch truck serves pre-packaged food but does not cook on the vehicle. The food truck cooks on the vehicle, and the food cart serves foods but is not motorized. Some codes also identify a peddler which requires the food vendor to be in motion except when a sale is being conducted (like the traditional ice cream truck).

Food trucks have seen increased popularity in recent years through increased exposure through television such as the Food Channel and through other outlets such as social media. However, food trucks do not come without some issues. These are discussed below.

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City of Holly Hill Community Development Department

DISCUSSION: In looking at the programs from other jurisdictions, I have identified seven areas of concern that are regulated in at least some communities along with some basic data that most communities require. The key areas of concern include:

Health Compliance: What standards are applied to ensure that food served from the truck is safe.

Conflict with Brick & Mortar Restaurants: In some cases, restaurants that serve from brick and mortar locations object to food trucks competing with them on what they regard is an unfair playing field.

Cleanliness of the vending area: If food truck activity is allowed, what standards are needed to ensure that trash and litter is controlled.

Restrooms: What restroom options are available for food truck patrons.

Noise: Some food trucks are equipped with speakers to play music, and in some cases live entertainment has been provided. What controls may be needed to regulate noise nuisances on other properties.

Parking: Most local governments do not require additional parking to support a food truck.

Signage: The rules should address what type of signage is permitted.

Staff reviewed a number of established programs in other communities. This review identified some responses to these issues that are currently part of regulations or which have been tried. The response that communities have offered to these issues are listed below:

Health Compliance

- Require a state certificate of inspection
- Require local business tax receipts/or permits
- No discharge of grease or other cooking waste is permitted

These requirements are typically standard for most jurisdictions. There is an established process through the Health Department for initial and regular inspections of food truck operations. In order to begin service, the City

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City of Holly Hill Community Development Department

would want a copy of the most recent certification. The operations need to be self-contained so that no grease or cooking waste is left on the property once the food truck leaves.

The business tax receipt is a less certain requirement. Some guidance will be required from our legal advisor as to whether a BTR can be required for a temporary business site. If the sales site can be considered a branch site, it may be possible to require a BTR for a food truck operating out of another jurisdiction. The section we located from the State laws on business taxes are provided in an attachment to this report.

Conflict with Brick & Mortar Restaurants

- Limit the number of days a week a mobile vendor can open
- Limit the number of days per year a mobile vendor can open
- Spacing requirements from existing restaurants
- Underlying zoning must permit restaurants
- Limit the number of vendors that may be permitted at a given location
- Limit areas in the jurisdiction where mobile vending is permitted

(Note: When there is a restriction on the number of days a mobile vendor can be open, special event days do not count against the time periods.)

Established brick and mortar restaurants may have concerns about permitting food trucks as competition for their businesses when a food truck is not paying the same business operating expenses for rent, operating expenses and business taxes. The techniques some communities have used when responding to these concerns have been limitations on the number of operating days and limitations on locations. One community has a process where neighborhoods could file a request to allow food trucks in their area, while it is common to see communities declare exclusion areas where food trucks are prohibited. These tended to be traditional downtown areas and redevelopment areas where this technique is used.

Most communities limit food trucks to commercially developed areas, and they prohibit the use of vacant lots as food truck locations. The regulations are mixed when it comes to the use of right-of-way as a food truck business location.

Cleanliness of the vending area

- Require the vendor to provide trash receptacles
- Prohibit use of Styrofoam containers
- Require property owner to clean up area as well

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City of Holly Hill Community Development Department

Food trucks are typically required to provide trash containers and to remove all trash and debris once they close operations. Limiting food trucks to private property helps with maintaining clean areas as the property owner can be held responsible for the condition of the site.

Restrooms

- Not typically addressed
- Require owner to make accessible

As noted, this is an apparent issue, but not one that appeared in most regulations. As noted, the property owner can be made responsible to provide restroom facilities when needed.

Noise

- Prohibit amplified sound
- Have setback from residential areas
- Limit hours of operation

Noise has been an issue as with any outdoor activity. Food trucks have been known to include amplified music and even live music in some cases. Setbacks from residential areas are common as are limits on the hours of operation. Prohibition of amplified sound is also common.

Parking

The local government programs reviewed did not require additional parking be provided for a food truck. The assumption is apparently that the host business understands that it is surrendering spaces when they agree to allow the food truck on their site. There are some communities which prohibit the food truck from blocking parking spaces or drive aisles. Otherwise this topic is addressed through the site plan review process.

In many instances food trucks are located in high density commercial areas where there is a high volume of pedestrian traffic that would not require parking. The Board may want to consider a regulation or requirement with regard to parking.

Signage

The food truck menu board is typically placed on the vehicle. Communities offer additional signage options such as an a-frame sign that may be placed as a temporary sign on the host property advertising the presence of the food truck.

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The applications require the same basic set of information about the business and the property location. The list below includes the most common conditions for operations in addition to time limits. The final list would depend on the specifics recommended and approved by the City Commission.

- Property owner approval
- Not allowed on streets or sidewalks
- Limited to commercial areas
- Not allowed on vacant lots
- Must be on paved surface (can't damage landscaping)
- Site plan of use area is required
- Some jurisdictions require general liability insurance
- Vendor contact data is required
- Photo of vendor and vehicle
- Business licenses

RECOMMENDATION: This item is provided for discussion and recommendation to the City Commission.

STAFF REPORT

City of Holly Hill Community Development Department

205.042 Levy; municipalities.—**The governing body of an incorporated municipality may levy, by appropriate resolution or ordinance, a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction.** However, the governing body must first give at least 14 days' public notice between the first and last reading of the resolution or ordinance by publishing the notice in a newspaper of general circulation within its jurisdiction as defined by law. The notice must contain the proposed classifications and rates applicable to the business tax. The business tax may be levied on:

(1) **Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.**

(2) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.

(3) Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the business tax is not prohibited by s. 8, Art. I of the United States Constitution.

History.—s. 1, ch. 72-306; s. 1, ch. 73-144; s. 4, ch. 93-180; s. 7, ch. 2006-152.

205.063 **Exemptions**; motor vehicles.—**Vehicles used by any person receipted under this chapter for the sale and delivery of tangible personal property at wholesale or retail from his or her place of business on which a business tax is paid may not be construed to be separate places of business,** and a business tax may not be levied on such vehicles or the operators thereof as salespersons or otherwise by a county or incorporated municipality, any other law to the contrary notwithstanding.

History.—s. 3, ch. 72-306; s. 1, ch. 73-144; s. 1056, ch. 95-147; s. 16, ch. 2006-152.

Mary Hathaway

to me

Hello Thomas,

Jun 24 (4 days ago)



We appreciate you sharing this report with us. I find that all of the proposed requirements are well in line with a balanced attitude towards mobile food vendors and the brick & mortar operations. On our end, as a food truck owner, all stated items would be easily met and would make Holly Hill very forward thinking in their acceptance and regulations for food trucks.

Thanks again, and we'd be happy to offer any other insights or feedback if requested.

Cheers,

Mary



HARVARD Kennedy School

ASH CENTER

for Democratic Governance
and Innovation

ON THE GO: INSIGHTS INTO FOOD TRUCK REGULATION

*Paper Series: Regulatory Reform for the 21st-Century City, an
Initiative of the Ash Center for Democratic Governance and
Innovation*

Jessica Huey, Harvard Kennedy School, MPP Candidate

2/20/2015

ON THE GO: INSIGHTS INTO FOOD TRUCK REGULATION

Paper Series: Regulatory Reform for the 21st-Century City, an Initiative of the Ash Center for Democratic Governance and Innovation

Abstract

Mobile food vending dates back to as early as 1866 with the creation of the “chuckwagon” to feed roaming cattlemen in Texas. Since the late 2000s, however, food truck popularity has exploded capturing the attention of not only consumers and entrepreneurs but also regulators and city officials. A number of hypotheses exist for the dramatic rise of food truck vendors. Some cite the recession’s impact on brick and mortar establishments while others point to the use of social media which enable vendors to reach followers in real-time. Whatever the cause, it is clear that food truck vendors aren’t planning on going away any time soon.

Cities across the country are recognizing that existing regulations do not adequately address the challenges of operating food trucks. According to a 2012 forecast by Intuit Inc., the food truck industry is projected to account for approximately \$2.7 billion in food revenue by 2017, making it a substantial player in the food service industry.¹ This case study presents a review of the current state of the mobile food vending industry, the challenges facing cities in regulating this industry, and examples of how four cities – Austin, Washington D.C., Boston, and Portland - have attempted to balance entrepreneurship with the preservation of public health and safety as they implement regulatory reforms.

The Problem

Prior to 2008, mobile food vendors could most commonly be found scattered around construction sites and a select number of street corners. The recession’s halting effect on the economy, however, changed the landscape of mobile food vendors as construction stalled and many entrepreneurs began to rethink the mobile food industry.

First garnering national attention in large urban centers like Los Angeles and New York City, food trucks have since spread to cities large and small. Offering an alternative for

¹ Food on Wheels: Mobile Vending Goes Mainstream, September 2013.
www.nlc.org/Documents/Find%20City%20Solutions/Research%20Innovation/Economic%20Development/FoodTruckReport2013_Final_9-26.pdf

both business owners and consumers leading increasingly on-the-go lifestyles, food truck vendors benefit from their ability to more easily reach new customers bases while customers benefit from increased variety.

As food trucks have grown in popularity, many city officials wrestle with how to update regulations to mitigate any negative externalities. For many cities, existing regulations applied to mobile food vendors were originally narrowly defined for ice cream and hot dog vendors. Municipalities are being forced to revisit these regulations as issues arise over competitiveness, parking, sanitation, property and sales taxes, and proximity to brick and mortar businesses. Feeling the impact of competition, many restaurant associations are also weighing in to ensure this new industry is subject to the same health and safety regulations as other food service providers. All of this has provided much fodder for the public debate on whether food trucks should be allowed to operate, and if so, how they should be regulated.

Understanding the Problem

To fully grasp the mobile food movement debate, it is necessary to recognize the challenges of varied state and local approaches to regulation. Other major issues include how cities can best provide enforcement mechanisms, ensure fair competition, and protect public health and safety.

Varied Regulatory Approach

One of the major hurdles with the rapid growth of food trucks is that each locality has a different approach to regulating, making it difficult to implement standardized regulations. Regulatory debates are shaped by the different perspectives of local stakeholders, including food truck vendors, local restaurant owners, restaurant associations, consumers, and city officials. These regulations – or lack thereof - often reflect the priorities and values of these stakeholders. Portland, for example has actively promoted food trucks as a means to spur economic activity. Other cities have faced strong resistance to food-truck friendly regulations largely due to vocal opposition from restaurant associations.

In some cases, there is tension between state and local regulations. For example, when the City of Los Angeles attempted to impose stricter local rules on mobile food vending, courts overturned these attempts. This is due in part to the fact that catering trucks are regulated by state law, which allows local governments only the authority to impose additional regulations to protect public safety or health. In 1993, the state of California declared in *Barajas v. City of Anaheim* that the use of streets for commercial purposes is a matter of public concern and subject to regulation imposed by the state, and not the city. A 2006 ordinance prohibiting food trucks from parking in the same spot in a residential neighborhood for more than a half-hour or in a commercial area for more

than an hour was overturned based on the fact that it did not directly affect public health or safety of citizens.²

Enforcement

In addition establishing regulations, many cities are challenged with implementing effective enforcement. In densely populated cities like New York City where the demand for mobile vending permits often exceeds supply, the bureaucratic processes and waitlists for obtaining a permit present stiff barriers to entry for new vendors.³ As a result, there are many reports of unlicensed vendors. In Los Angeles, an estimate from the Los Angeles County Health Department speculated that around 11,000 illegal vendors operate every day within the county – of which an increasing number are illegal food vendors.⁴ According to the U.S. Food and Drug Administration, over 2,000 different state and local agencies in the United States are responsible for inspecting food trucks across the country.⁵ Once identified, such illegal vendors can face fines, jail time and have their property confiscated if they are caught selling food illegally. Many cities, however, simply lack the manpower for effective enforcement.

Ensuring Fair Competition

Another major concern with the dramatic rise in food trucks is whether there is fair competition between mobile food vendors and brick and mortar restaurants. Restaurants want to ensure food trucks are subject to many of the same operating regulations while food truck operators would like regulators to think critically about which regulations are appropriate for this new industry.

Some restaurant owners argue that mobile food vendors are not subject to the same taxes as brick and mortar restaurants, such as property taxes. Mobile food vendors contend that they are still required to pay taxes on their mobile truck and equipment, gas, and all required municipal sales taxes, which can vary if vendors cross city or county borders.

With respect to state and local taxes, some states have taken steps to enact new sales tax legislation that has positively benefitted mobile food vending. Recently, California's State Board of Equalization adopted a regulation that saves food truck operators the

² UCLA Law Students Help Taco Truck Operators Overturn LA Ordinance, June 2009.
<http://latimesblogs.latimes.com/lanow/2009/06/ucla-law-students-help-taco-truck-operators-overturn-la-ordinance.html>

³ The Food Truck Business Stinks, May 2013.
www.nytimes.com/2013/05/12/magazine/the-food-truck-business-stinks.html?pagewanted=all&r=0

⁴ 40 Percent of LA Food Trucks and Carts Unchecked by Health Inspectors, April 2014.
www.scp.org/programs/airtalk/2014/04/08/36839/forty-percent-of-la-food-trucks-and-carts-unchecked/

⁵ Food Truck Secrets: 10 Things Food Trucks Don't Want You to Know, September 2012.
www.huffingtonpost.com/2012/07/23/food-truck-secrets-10-things_n_1694775.html

hassle of charging their customers a different sales tax rate as they drive from city to city. Effective July 1, 2014, the regulation presumes sales tax is included in the price of taxable items if the retailer has not added it separately.⁶

Debates of fair competition also include the issue of use of public and private space. Mobile food vending is most popular in cities with lots of foot traffic. In already densely packed downtown areas, public and private parking for food trucks can be limited. To regulate these spaces, cities have used various approaches including creating food truck hubs or pods as in Austin and Portland or establishing designated food truck parking zones with lottery assignments like Washington D.C. and Boston. Other cities regulate the geographic boundaries between food trucks and brick and mortar restaurants.

Ensuring Public Health and Safety

The food truck regulatory reform debate invariably leads to questions about public health and safety. Many cities and states require food trucks to use a commissary. Commissaries are established commercial kitchens where food service providers can go to prepare and store food. In cities with regulations prohibiting mobile food vendors from preparing, storing, or cooking food on the food truck, commissaries are critical. Commissaries also provide cleaning and sanitation areas and facilities to safely dispose of grease, used water, and solid waste.⁷

Some cities are exploring regulatory reforms that work around existing health codes in a way that still protects public health. In 2011, Go Box, a local Portland business, introduced a business model that allows consumers to use re-usable containers despite health code Section 3-304.17 which prevents customers from bringing their own containers for takeout. Go Box's model allows customers access to reusable containers that can be deposited at a number of drop-off sites to be professionally cleaned and returned to participating food truck operators.

In other sustainability efforts, the City Council in Austin passed a measure in May 2014 that makes it easier for food truck vendors to recycle and compost. Under the previous health code, it was difficult to offer composting or recycling services. This ordinance would allow mobile food establishments to provide solid waste, recycling, compost, or used oil receptacles on the same property and detached from the mobile food establishment.⁸

⁶ Board of Equalization Serves Up Simpler Sales Tax Regulation for Food Trucks, June 2014. <http://www.boe.ca.gov/news/2014/92-14-G.pdf>

⁷ How to Start a Food Truck: Learn About Commissaries, February 2014. <http://foodtruckr.com/2014/02/start-food-truck-learn-commissaries/>

⁸ Austin City Council, May 2014. <http://www.austintexas.gov/edims/document.cfm?id=209384>

Regulatory Reform Policy Areas

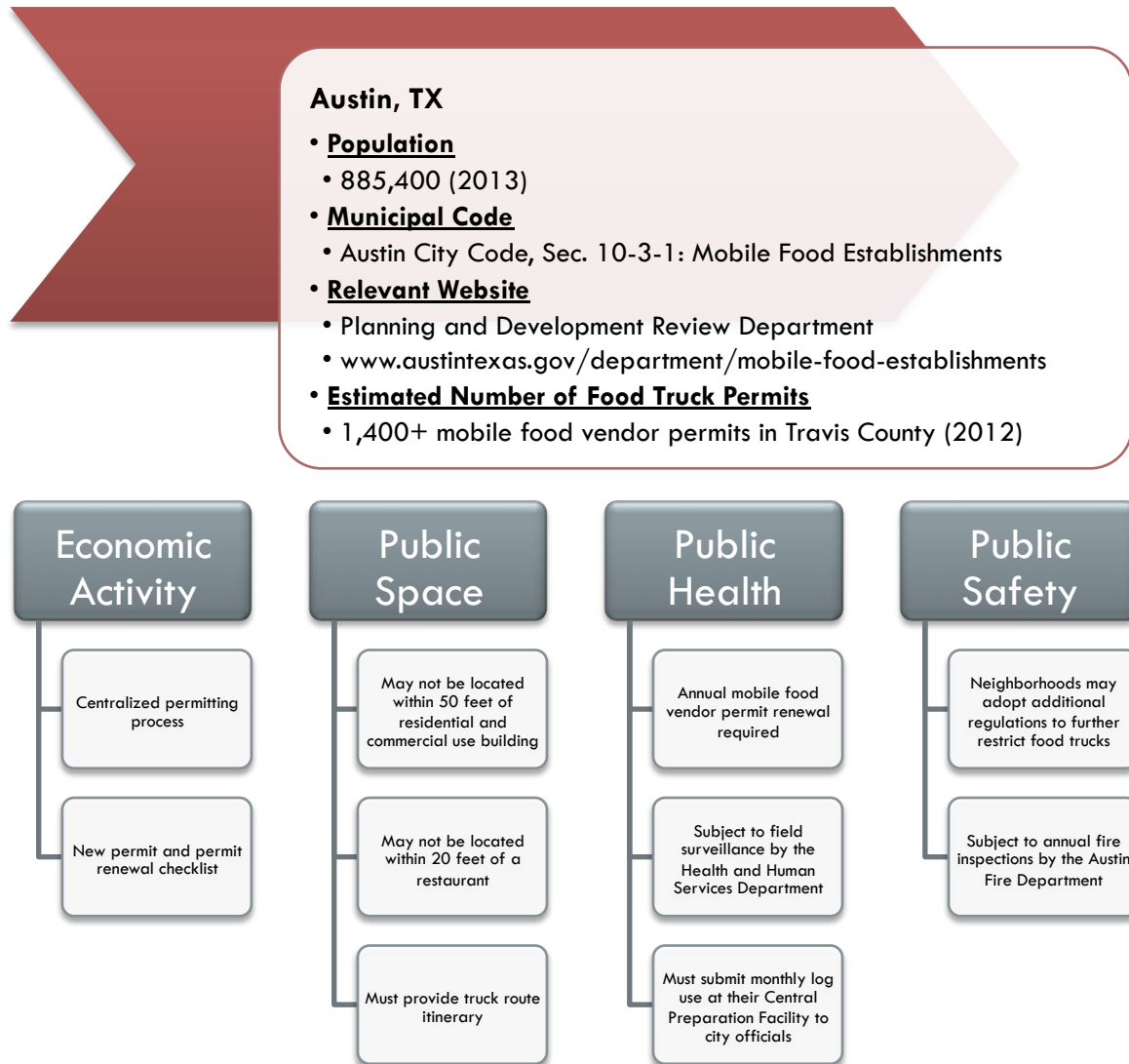
In September 2013, the National League of Cities produced *Food on Wheels: Mobile Vending Goes Mainstream*, a report exploring regulatory reform areas for cities to consider when regulating the mobile food vending industry. After analyzing 13 cities of varying size, the report identified four main policy areas of focus for regulators:

- 1) **Economic Activity** – aspects of food truck regulation that could potentially enhance economic development (e.g., streamlining permitting processes and permitting costs)
- 2) **Public Health** – aspects related to sanitation and food safety
- 3) **Public Safety** – aspects related to the utilization of private property, vending proximity to schools, and pedestrian safety
- 4) **Public Space** – aspects of food truck regulation that deal with the use of the utilization of public property to conduct business (e.g., time constraints, proximity rules, and geographic limitations related to density)

These policy areas are among the most debated in the mobile food vending regulatory reform process and will be the basis of our analysis. The following case studies will highlight four cities and provide an overview of their attempts to enact regulatory reforms in these areas.

Case Studies

Economic Activity – Austin, TX



Local Context

Known for their food-trailer parks – or hubs of stationary food trucks – Austin’s mobile food vending scene has developed almost as rapidly as the city’s economy since 2007. During the recession, food trucks became a popular venture with over 900 registered food vendors in Travis County by the end of 2008. By 2012, the City of Austin’s Health

and Human Services Department reported over 1,400 registered mobile food vendors in the county.⁹

During this same period, Austin's economy and population were also growing rapidly. According to the 2013 Census Bureau estimates, Austin had the greatest population growth among all U.S. cities with fewer than 1 million residents.¹⁰ By 2013, Austin's economy was thriving, leading the nation's cities in gross metro product growth at 4.6 percent.¹¹

While the rapid growth was good for Austin's economy, it impacted the mobile food industry by making it more difficult to find open land suitable for food-trailer parks. Food-trailer parks gained popularity from vendors because they could share resources and often attract a stable following. The food-trailer park model also benefits landowners who collect rent from vendors after obtaining the permits and installation necessary to provide electricity and other resources. Despite the challenges of finding open land, many vendors are enjoying Austin's economic boom and the demand for food trucks by Austin residents have helped put the food truck scene on the map.

Regulatory Reform Highlight: Economic Activity

Since 2008, the City of Austin has taken significant steps to encourage the growth of mobile food vendors while ensuring the protection of neighborhood interests. To facilitate growth, the City of Austin streamlined the permitting process for mobile food vendors which previously required vendors to deal with multiple departments for all the appropriate permits. With a centralized permitting process, applicants are presented with a checklist of all the forms required in order to receive a mobile food vendor permit. Mobile food vendors in Austin are subject to annual health and fire safety inspections and vendors are also required by law to disclose a central preparation facility, or CPF, where they store, clean and dispose of their products.¹² Enforcement of these regulations lie within the jurisdiction of the City of Austin Code Department, the City of Austin Zoning and Right of Way Departments, and the City of Austin Health and Human Services Department who work together to regulate food truck activity.

While encouraging economic growth, the City of Austin has still remained responsive to the community's interests. The city currently allows for neighborhoods to adopt more

⁹ Food Truck Industry at Crossroads, March 2013. <http://impactnews.com/austin-metro/central-austin/food-truck-industry-at-crossroads/>

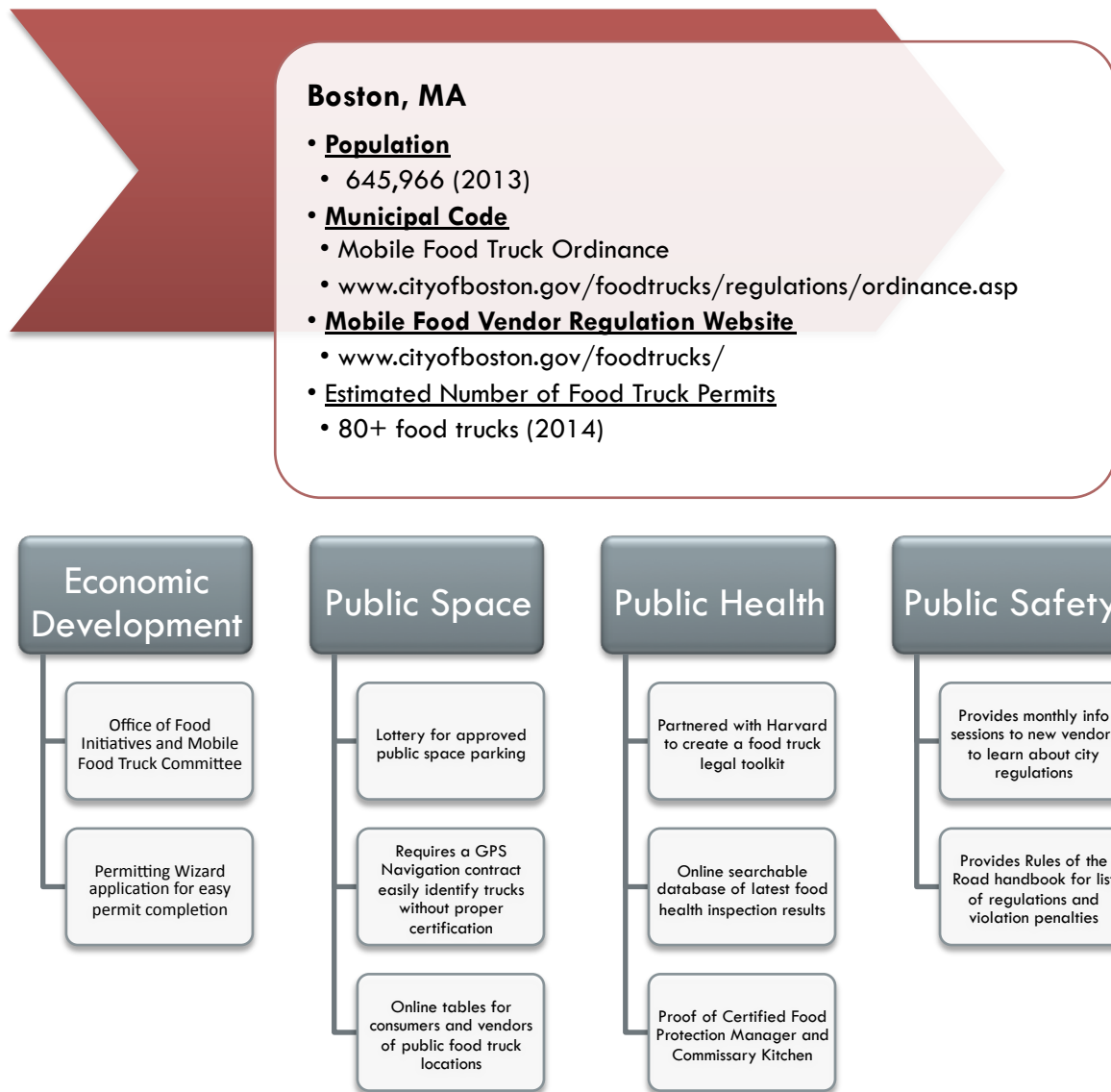
¹⁰ Everything's Bigger, and Still Getting Bigger, in Texas, May 2014. <http://www.usnews.com/news/articles/2014/05/22/texas-cities-among-nations-fastest-growing-us-census-bureau-says>

¹¹ Austin's Strong Metro Economy Will Stay Ahead of the Pack for Years, Report Says, June 2014. <http://www.bizjournals.com/austin/news/2014/06/20/austins-strong-metro-economy-will-stay-ahead-of.html?page=all>

¹² Food Trailers and the Health Department. <http://foodtrailersaustin.wordpress.com/food-trailer-health-inspections/>

restrictive regulations for mobile food establishments with respect to operating times and locations, subject to City Council approval. The Planning and Development Review Department provides a map indicating zones with additional restrictions on its website – making it easy for the public and vendors alike to be aware of current regulations.

Public Health – Boston, MA



Local Context

With less than a hundred food trucks, Boston's food truck scene may be small in numbers but it certainly has not been overlooked by city officials. Since food trucks became popular in Boston's dining scene in 2011, the City has been active in promoting the industry's growth while focusing on ensuring a healthy and sustainable industry.

Boston's approach to mobile food vending largely focuses on transparency and collaboration. In 2010, the City of Boston established the Office of Food Initiatives. As part of this effort, the City later established the Boston Food Truck initiative which brought healthy food trucks hosted by the city to downtown Boston and into residential neighborhoods.

To help food truck vendors navigate the process of starting up a food truck business, the city has an Office of Food Initiatives as well as a Mobile Food Truck Committee. As required by ordinance, the Mobile Food Truck Committee includes representatives from the Department of Public Works, the Transportation Department, the Inspectional Services Department, the Police Department, the Fire Department, the Director of Food Initiatives, and the Assessing Department who collaboratively review and approve food truck applications.

Since 2012, the City of Boston has implemented a Live Lottery to provide new and existing mobile food vendors with equal access to all city-approved public sites. This year vendors entered into a lottery to select from over 500 shifts available for the upcoming vending year, which begins April 1, 2015.

Regulatory Reform Highlight: Public Health

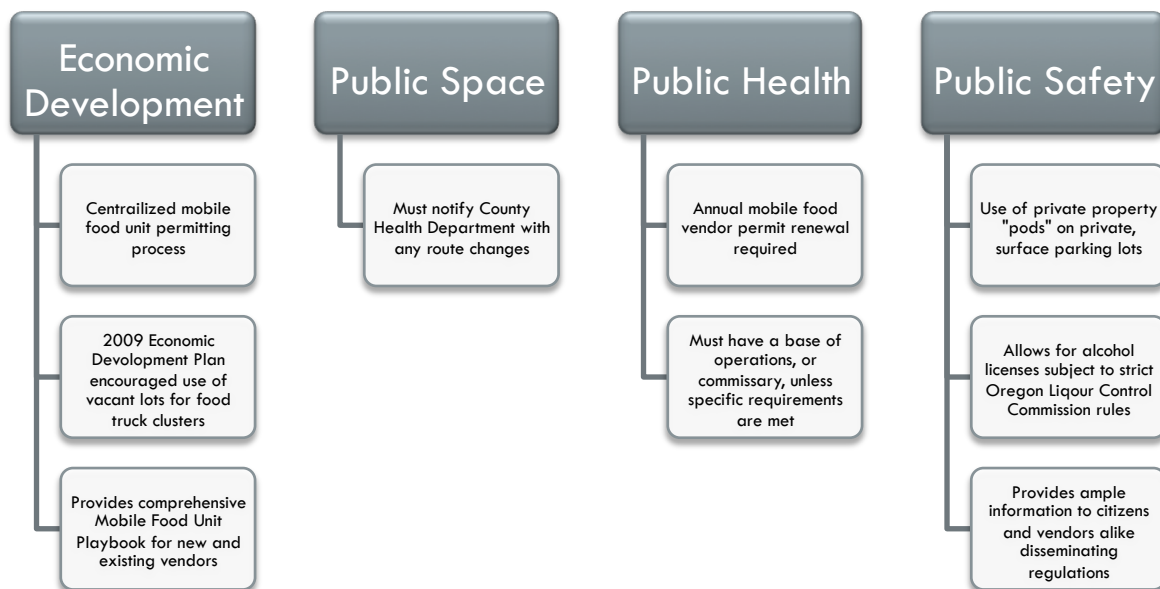
Often recognized as one of the most innovative cities, the City of Boston has long been using data and technology to advance public good. As part of the city's food truck permit application process, all mobile food vendors are required to register with a GPS navigation contract. Data is shared with the city to update the Office of Food Initiative's food truck website. This data is open to the public and allows customers and city officials to see which food trucks are vending only during vending hours. This also helps the city ensure that registered food trucks are vending in the appropriate locations at the appropriate times, thus allowing the city to better identify illegal vendors operating without proper certification.

While many cities have established health and safety codes for mobile food vendors, the City of Boston allows residents to access data in a user-friendly format. In accordance with the Massachusetts State Sanitary Code, food service establishments are inspected at least once per year. New restaurants cannot open without an inspection and approval from the Health division. The City of Boston, in addition to listing all food truck locations on the Office of Food Initiative's food truck website, provides data for all food health inspections via The Mayor's Food Court – Establishment Search, an online searchable database with the latest available inspection ratings by the Health Division of the Boston Inspectional Services Department. The site provides a list of previous inspections, ratings, as well as links to specific violations with comments. The city also provides an online, interactive food truck permitting guide to help ensure vendors are advised of the appropriate regulations.

Public Safety – Portland, OR

Portland, OR

- **Population**
 - 609,456 (2013)
- **Municipal Code**
 - Oregon Admin. Rules, Sec. 333-162-0020: Mobile Food Units
- **Relevant Website**
 - Bureau of Planning and Sustainability
 - www.portlandoregon.gov/bps/52798
- **Estimated Number of Food Truck Permits**
 - 800+ licensed mobile food units (2014)



Local Context

With the rise in food trucks in Portland beginning in the 1990s, the city has long been referred to as the country's food truck capital. In 1997, a working group was established to create guidelines for the mobile food vendors. In 2009, the city developed an Economic Development Plan which specifically incorporated the mobile food industry. In the plan, the city outlined steps to encourage the use of vacant lots for food truck clusters to deter blight and promote economic development. As of 2014, the city

estimates over 800 licensed food vendors are operating in Portland and the surrounding Multnomah County.¹³

Regulatory Reform Highlight: Public Safety

A major challenge for mobile food vendors is how to integrate into a community while preserving public safety of citizens in public spaces. One solution is to create better utilization and regulation of private property where food trucks can reside without competing for limited public space. A second solution is to ensure both food truck owners and citizens are well informed about food truck operations and regulations. Well-disseminated information about regulations is a key to ensuring public safety.

Portland's food truck scene has led the way for developing regulations that would allow for the creative use of private property to create "pods". By transforming vacant lots into food truck hubs, Portland generated more foot traffic into areas that may have been subject to blight and crime. With over 20 pods in the city, vendors are able to share resources and build community. These regulations have helped food truck vendors not only establish themselves in the community but also play a role in revitalizing these vacant lots. Current regulations provide that as long as stationary mobile carts have functional wheels, an axle for towing, and are located in a commercial zone, they are considered vehicles and are not required to conform to zoning or building codes on private property. Portland also recently became the first city to pass regulations that allow food truck vendors to obtain alcohol licenses. In 2014, nearly a third of the city's food car pods served beer, wine or cocktails, under strict compliance with the Oregon Liquor Control Commission.¹⁴

Portland has also been looked to as a model of a city that allows the mobile food industry to thrive while ensuring regulations are well-disseminated. Citizens and food truck owners alike can find ample information online about food trucks via sites like Food Carts Portland which offers tips for helping new vendors and maps of the food truck pods as well as links to a number of previous studies on the impact of food trucks on the Bureau of Planning and Sustainability's website.

Beyond the mobile food vendor application itself, the city also provides easy access to information about how to operate vending carts on private property and a detailed Mobile Food Unit Playbook with examples of different types of vendors and flowcharts to aid new vendors through the application process. The latest food safety news can be found on the Chefs Connection – Multnomah County Food Safety Blog which helps vendors stay up to date on regulations and provide tips for safer food handling.

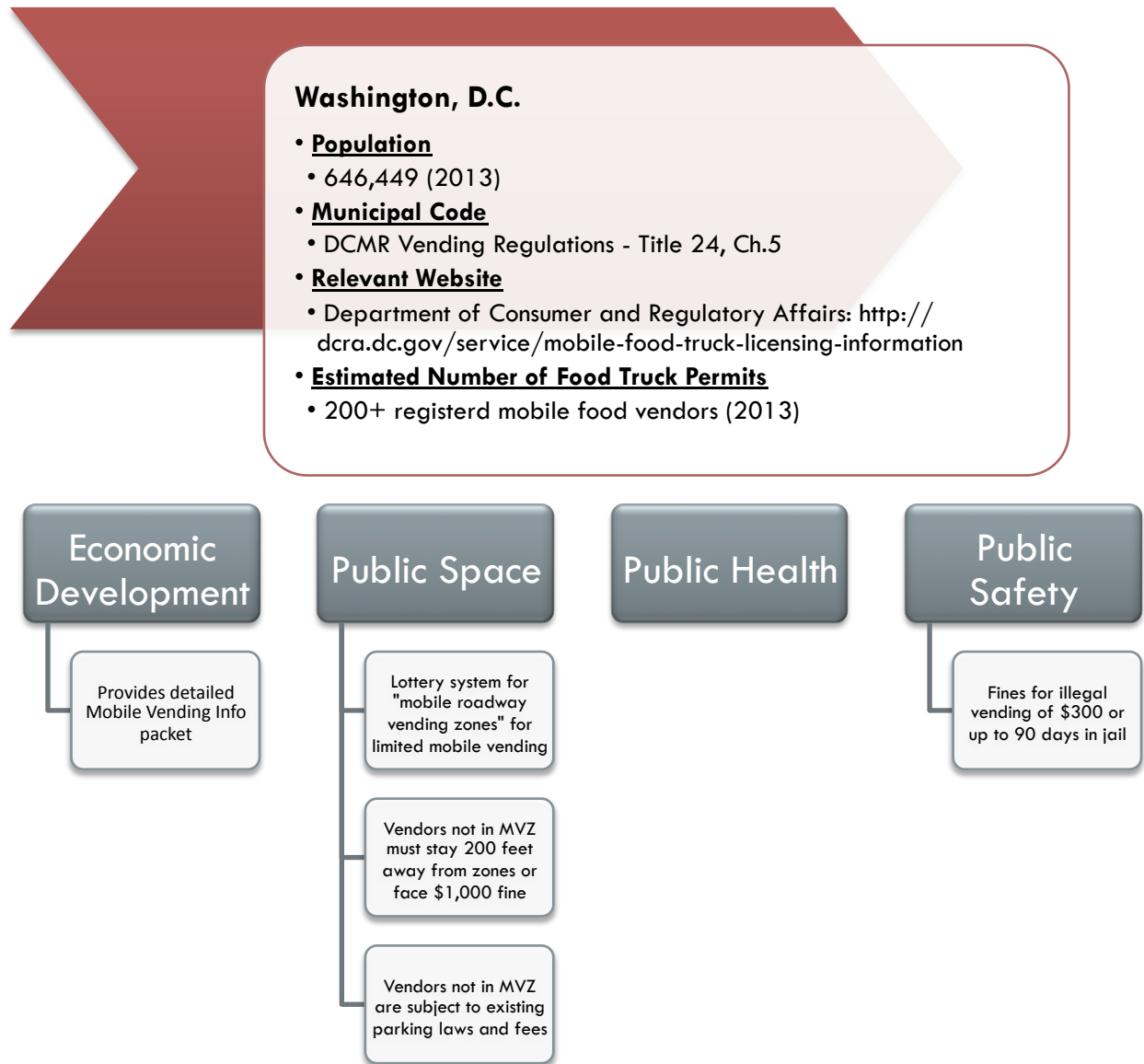
¹³ Portland's Food Carts Thrive, While SF's Languish, September 2014.

<http://missionlocal.org/2014/09/portlands-food-carts-thrive-while-sfs-languish/>

¹⁴ Food Cart Culture Digs In, Grows Up, Has a Few Drinks, May 2014.

<http://www.pamplinmedia.com/pt/9-news/218877-78013-food-cart-culture-digs-in-grows-up-has-a-few-drinks->

Public Space – Washington, DC



Attachment: On the Go (1400 : Food Truck Services)

Local Context

For the past four years, the debate over the regulation of mobile vending in Washington D.C. has been closely monitored by its many stakeholders. In 2013, after multiple proposals and amendments, new regulations were passed affecting over 200 registered mobile food vendors. These new regulations included health and safety provisions as well as the much discussed "Mobile Roadway Vending Lottery."

Prior to these new regulations, the Department of Consumer and Regulatory Affairs allowed food trucks to operate under regulations for ice cream trucks as they worked on new regulations. In December 2010, the city council engaged in a lengthy debate over the future of mobile vending operations. The regulations passed in 2013 were a major step towards re-evaluating the current regulatory structure of mobile food vending.

Regulatory Reform Highlight: Public Space

The new city regulations have helped provide guidelines on one of the primary concerns of the local mobile food industry – use of public space. Under the Mobile Roadway Vending Lottery system, the city allows a limited number of vending vehicles, chosen through a rotation-based lottery system, to sell food (or other goods).¹⁵ The lottery occurs monthly and allows vendors to rank their location preference for each day of the week. There are 95 spots in eight different zones that vendors are able to apply for between the hours of 10:30am and 2:30pm. Vendors pay \$25 each month to enter the lottery and \$150 if they accept an assignment.

When vendors are selected by the lottery, they are assigned to their highest preferred location which has an available space. If no spaces are available when selected, they will be assigned as “off”. No vendor will be assigned an “off” day unless the number of lottery entrants exceeds the number of available spaces (i.e. greater than 95 lottery entrants). Based on this rotation lottery system, no vendor will be assigned a second “off” day until every entrant has had a first “off” day, thus ensuring equal access. Vendors who do not receive a spot via the rotation-based lottery system on a particular day must stay at least 200 feet away from the zones or face a \$1,000 fine. The three agencies that oversee regulations of food trucks include the Department of Consumer and Regulatory Affairs, the Department of Transportation, and the Department of Health.

While the effects of these regulations have yet to be seen, Washington D.C. is making steps to tackle the issue of regulating public space. This case is also an example of the growing mobilization of food truck owners’ participation in regulatory debates. With associations like the DMV (D.C., Maryland, Virginia) Food Truck Association and other trade associations being established nationwide – often as a result of lengthy debates with city councils and local restaurant associations - there is a growing trend of food truck owners coming together to strategically represent the collective interests of all mobile food vendors.

¹⁵ D.C.’s Food Trucks Try to Adjust to the City’s New Regulations, December 2013.

<http://www.washingtoncitypaper.com/blogs/youngandhungry/2013/12/11/d-c-s-food-trucks-try-to-adjust-to-the-citys-new-regulations/>

Results

As the mobile food industry has grown, it has forced cities across the country to consider the economic and social impact of this industry on all citizens. Every city faces a unique set of challenges – the cases presented here looking at Austin, Boston, Portland, and Washington D.C. - demonstrate the different approaches to regulating the industry based on the input of stakeholders and the status of the local economy. As the examples show, cities are increasingly looking at food trucks not only as an alternative to traditional dining but also as a player in larger economic and community development plans.

The disruption of food trucks has forced cities to think critically about what and how they choose to regulate. Whether it is by leveraging data and technology to support traditional enforcement or by redefining existing regulations, regulatory reform efforts in the food truck industry have resulted in a wide range of approaches that at the end of the day are aimed at helping you answer the age-old question of “What’s for lunch?”.

ABOUT THE AUTHOR

Jessica Huey is a MPP candidate at the Harvard Kennedy School of Government. Prior to attending the Kennedy School, Jessica spent five years working for the City & County of San Francisco focusing on workforce development initiatives and labor negotiations. Jessica got her start with the City & County of San Francisco as a member of the inaugural class of City Hall Fellows, a year-long fellowship program in local government. Jessica received a BA from Brown University with a double major in Public Policy and Hispanic Studies.

ABOUT THIS PROJECT

The Regulatory Reform for the 21st-Century City project, funded by the Smith Richardson Foundation, is exploring, identifying, and developing a best practice framework and accompanying resources for cities seeking to learn more about regulatory reform. This work addresses the fine balance between public health and safety and economic development in regulation at the local level. As part of this project, this paper series is a resource for those US and international cities looking to learn more about regulatory reform, as well as those interested in replicating and adapting best practices to streamline regulatory development, licensing and permitting, and compliance in their own cities.

ABOUT THE SERIES EDITOR

Stephen Goldsmith is the Daniel Paul Professor of the Practice of Government and the Director of the Innovations in American Government Program at Harvard's Kennedy School of Government. He currently directs Data-Smart City Solutions, a project to highlight local government efforts to use new technologies that connect breakthroughs in the use of big data analytics with community input to reshape the relationship between government and citizen. He previously served as Deputy Mayor of New York and Mayor of Indianapolis, where he earned a reputation as one of the country's leaders in public-private partnerships, competition, and privatization. Stephen was also the chief domestic policy advisor to the George W. Bush campaign in 2000, the Chair of the Corporation for National and Community Service, and the district attorney for Marion County, Indiana from 1979 to 1990. He has written *The Power of Social Innovation*; *Governing by Network: the New Shape of the Public Sector*; *Putting Faith in Neighborhoods: Making Cities Work through Grassroots Citizenship* and *The Twenty-First Century City: Resurrecting Urban America*; and *The Responsive City: Engaging Communities Through Data-Smart Governance*.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: August 23, 2016
FROM: Kurt Swartzlander
SUBJECT: Ordinance 2982 An Ordinance of the City of Holly Hill, Florida
Amending Chapter 42, Pensions and Retirement; Article Iii,
Firefighters' Pension; Division 1. Generally of the Code of
Ordinances of the City of Holly Hill, Florida; Amending
Section 4 2 - 6 5 , Contributions ; Providing for Codification;
Repealing All Ordinances in Conflict Herewith and Providing
an Effective Date.
NUMBER: (ID # 1411)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill and the Local Chapter of the IAFF have negotiated a contract that included a reduction in the employee contribution rate from 8% to 7% effective October 1, 2015. This proposed ordinance amend the existing language to reflect this negotiated change.

FISCAL ANALYSIS: This change has little to no impact on the budget of the City as the local IAFF chapter agreed to give up the Sick Leave incentive pay in exchange for a reduction in employee contributions to the plan which is calculated to be approximately the same cost to the city each year.

STAFF RECOMMENDATION: Approve Ordinance for first reading as written.

COMMISSION GOAL:

Goal #1:

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

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

MOTION: APPROVE ORDINANCE 2982 ON FIRST READING.

ATTACHMENTS:

- Holly Hill Fire AIS 8-17-16 (PDF)

Ordinance No. (ID # 1411)

ORDINANCE 2982 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42 - 65 , CONTRIBUTIONS ; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2982

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42-65, CONTRIBUTIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Holly Hill; and

WHEREAS, the City of Holly Hill and the Local IAFF have negotiated a reduction in employee contributions to the Firefighter's pension plan from 8% to 7%; and

WHEREAS, the City Commission desires to amend Section 42-65 to reduce the firefighter's contributions to the pension plan.

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

SECTION 1. That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-65, Contributions, subsection (a), Member contributions, to read as follows:

Sec. 42-65. Contributions.

(a) Member contributions.

(1) Amount. Effective October 1, 2015, each member of the system shall be required to make regular contributions to the fund in the amount of ~~eight (8)~~ seven (7) percent of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by

each member to the fund shall be designated as employer contributions pursuant to §414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

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

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2016
for first reading.



August 17, 2016

Via Mail & Email

William Kimmy, Chairman
City of Holly Hill
Firefighters' Pension Board
1020 Daytona Avenue
Holly Hill, FL 32117

Re: Firefighters' Pension Plan
Actuarial Impact Statement

Dear Bill:

Enclosed is the following material that has been prepared in support of the proposed benefit change:

1. Three (3) copies of the required Actuarial Impact Statement that outlines the impact associated with implementing the change.
2. Drafts of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Firefighters' Retirement Trust Funds.

It will be necessary for you to sign the Actuarial Impact Statement and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to the final reading.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

PTD/lke

Enclosures

cc: Lee Dehner, Board Attorney

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
Post Office Box 9000
Tallahassee, FL 32315-9000

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to Section 22D-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Ms. Sarah Carr
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Re: Actuarial Impact Statement

Dear Ms. Carr:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

August 17, 2016
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) resulting from the implementation of the following benefit change:

- 1.) Reduce the Member Contribution Rate effective October 1, 2015 from 8.0% to 7.0% of Salary.

The cost impact, determined as of October 1, 2015, as applicable to the fiscal year ending September 30, 2017, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution	\$314,250	\$314,127
Expected Member Contributions	63,744	55,776
Required City and State Cont.	250,506	258,351
Estimated State Contribution *	55,151	55,151
Balance From City	195,355	203,200

* Represents the amount received during Fiscal 2015. The City may use all State Monies received through September 30, 2018 to offset their funding requirements.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The liabilities were computed based on the data used for the October 1, 2015 actuarial valuation utilizing the assumptions and methods stated in the May 11, 2016 Actuarial Impact Statement. This impact statement and the October 1, 2015 valuation report and the May 11, 2016 Actuarial Impact Statement are considered an integral part of the actuarial opinions. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.


 Patrick T. Donlan, MAAA, ASA
 Enrolled Actuary #14-6595

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

August 17, 2016
(Page 2)

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of each proposed change.

Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
A. Participant Data		
Number Included		
Actives	13	13
Service Retirees	9	9
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	<u>0</u>	<u>0</u>
Total	22	22
Total Annual Payroll	\$724,528	\$724,528
Payroll Under Assumed Ret. Age	724,528	724,528
Annual Rate of Payments to:		
Service Retirees	271,931	271,931
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
B. Assets		
Actuarial Value ¹	3,869,732	3,869,732
Market Value ¹	3,742,947	3,742,947
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	2,820,117	2,820,117
Disability Benefits	48,591	48,593
Death Benefits	23,039	23,054
Vested Benefits	378,235	378,394
Refund of Contributions	13,710	14,182
Service Retirees	2,623,523	2,623,523
DROP Retirees ¹	6,244	6,244
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	5,913,459	5,914,107

C. Liabilities - (Continued)	New Benefits 10/1/2015	Old Benefits 10/1/2015
Present Value of Future Salaries	4,034,073	4,034,073
Present Value of Future Member Contributions	282,385	282,385
Normal Cost (Retirement)	119,781	119,781
Normal Cost (Disability)	5,983	5,984
Normal Cost (Death)	1,868	1,870
Normal Cost (Vesting)	29,162	29,172
Normal Cost (Refunds)	<u>3,296</u>	<u>3,373</u>
Total Normal Cost	160,090	160,180
Present Value of Future Normal Costs	818,781	819,144
Accrued Liability (Retirement)	2,225,262	2,225,262
Accrued Liability (Disability)	18,922	18,922
Accrued Liability (Death)	12,677	12,683
Accrued Liability (Vesting)	203,572	203,629
Accrued Liability (Refunds)	4,478	4,700
Accrued Liability (Inactives) ¹	2,629,767	2,629,767
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability	5,094,678	5,094,963
Unfunded Actuarial Accrued Liability (UAAL)	1,224,946	1,225,231
Funded Ratio (AVA / AL)	76.0%	76.0%

D. Actuarial Present Value of Accrued Benefits

Vested Accrued Benefits		
Inactives ¹	2,629,767	2,629,767
Actives	1,471,773	1,471,773
Member Contributions	<u>432,875</u>	<u>432,875</u>
Total	4,534,415	4,534,415
Non-vested Accrued Benefits	<u>64,434</u>	<u>64,434</u>
Total Present Value Accrued Benefits	4,598,849	4,598,849
Funded Ratio (MVA / PVAB)	81.4%	81.4%

Increase (Decrease) in Present Value of
Accrued Benefits Attributable to:

Plan Amendments	0
Assumption Changes	0
New Accrued Benefits	0
Benefits Paid	0
Interest	0
Other	<u>0</u>
Total	0

	New Benefits	Old Benefits
Valuation Date	10/1/2015	10/1/2015
Applicable to Fiscal Year Ending	<u>9/30/2017</u>	<u>9/30/2017</u>
E. Pension Cost		
Normal Cost (with interest) ²	\$176,059	\$176,158
Administrative Expenses (with interest) ²	31,962	31,962
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2015, with interest) ²	106,106	106,130
Total Required Contribution	314,127	314,250
Expected Member Contributions ²	55,776	63,744
Expected City & State Contribution	258,351	250,506

¹ The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

² Contributions developed as of 10/1/2015 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection. We believe this sufficiently accounts for future mortality improvements.
<u>Termination Rates</u>	See Tables on the following page (1304). This assumption is based on the results of an experience study performed in 2006.
<u>Disability Rates</u>	See Tables on the following page (1207). This assumption was developed from those used by other plans containing Florida municipal Firefighters.
<u>Retirement Age</u>	Earlier of age 50 and 6 years of service or 25 years of service, regardless of age. Also, any Member who has reached Normal Retirement is assumed to continue employment for one additional year. We feel this assumption is reasonable based on the plan provisions.
<u>Early Retirement</u>	Commencing with the earliest Early Retirement Age (48), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this assumption is reasonable based on the plan provisions.
<u>Interest Rate</u>	7.50% per year, compounded annually, net of investment related expenses. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.
<u>Salary Increases</u>	6.00% per year up to the assumed retirement age; see Table on the following page. This assumption is based on the results of an experience study performed in 2006. Salary in year of retirement is increased individually to account for lump sums.
<u>Payroll Growth</u>	None.
<u>Administrative Expenses</u>	\$29,063 annually. This is equal to the actual non-investment-related expenses paid out of the trust during the year.
<u>Funding Method</u>	Entry Age Normal Actuarial Cost Method.
<u>Asset Valuation Method</u>	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	12.4%	0.07%	17.4%
30	10.5	0.11	31.2
40	5.7	0.19	55.8
50	1.5	0.51	100.0

SUMMARY OF PLAN PROVISIONS

<u>Latest Amendment Date</u>	October 8, 2013.
<u>Eligibility</u>	Employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Earnings</u>	Total compensation reportable on Form W-2 plus tax deferred, tax sheltered or tax exempt items of income, excluding sick leave incentive, cleaning or 10-10 allowances, or any other non-regular payments. Overtime limited to 300 hours per year and lump sum sick and vacation limited to amounts accrued as of September 30, 2012.
<u>Average Monthly Earnings</u>	Average Earnings for the best 5 years during the 10 years immediately preceding termination.
<u>Member Contributions</u>	8.00% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Chapter 112, <u>Florida Statutes</u> .
<u>Normal Retirement</u>	
Date	Earlier of age 50 and 6 years of Credited Service or completion of 25 years of Credited Service, regardless of age.
Benefit	3.00% of Average Monthly Earnings <u>times</u> Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Supplement	Retirees receive \$19.00 per month per year of Credited Service payable to the date on which unreduced Social Security benefits become payable.

Early Retirement

Eligibility	Age 48 and 6 Years of Credited Service.
Benefit	Accrued benefit, actuarially reduced for each year that Early Retirement precedes Normal Retirement (determined as if employment continued).

Vesting

Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Benefit	Benefit accrued to date of disability, but not less than 42% of Average Monthly Earnings (Service Incurred).
Duration	Payable for life with ten years certain or until recovery, as determined by the Board (options available).

Pre-Retirement Death Benefits

Benefit if Not Vested	Designated Beneficiary shall receive a refund of the Member's Contributions.
Benefit if Vested	Monthly accrued benefit payable at the Member's Normal Retirement Date to designated beneficiary for 10 years (options available).
Minimum Benefit for Spouse, if Member dies in active service and is vested	50% of salary at time of death payable for life of the spouse, commencing on the first day of the month following the Member's death.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other four appointed by Commission.

Deferred Retirement Option Plan

Eligibility	Eligibility for Normal Retirement.
Participation	Not to exceed 60 months.
Rate of Return	6.50% per annum, credited quarterly.
Form of Distribution	Lump sum at termination of employment.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: August 23, 2016
FROM: Thomas Harowski
SUBJECT: Ordinance 2978 An Ordinance of the City of Holly Hill, Florida,
Amending the Comprehensive Plan, by Amending the Future
Land Use Map to Change the Parcels Identified as 7th Street
Neighborhood Park from Medium Density Residential to
Parks and Open Space; Providing for Conflicting Ordinances;
Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1395)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: The City of Holly Hill is proposing to amend the future land use map to designate City-owned property at Center Avenue and 7th Street as Parks and Open Space to recognize the current use of the parcel.

BACKGROUND: In 2002 the City of Holly purchased a parcel on Center Avenue at 7th Street for stormwater management. Subsequent to the purchase, the City developed a stormwater pond and supporting infrastructure on the site. In 2015, the City obtained grant funding to develop recreation facilities on the site. The plan calls for construction of a walking path around the existing pond; the addition of playground equipment; and the addition of picnic tables and benches. The project is well underway and the park will be finished later this year.

The property is designated as medium density on the future land use map and zoned R-7 Medium Density Multi-Family Residential. The City is proposing to amend the Future Land Use Map to designate the property as Parks and Open Space to recognize the revised use of the property.

DISCUSSION: The Future Land Use Map provides a graphic representation of the planned use of land within the City. The subject property had been designated for medium density multi-family development until the City purchased the land for stormwater use. Once the stormwater management facilities were developed on the property, no change was made to the comprehensive plan and Future Land Use Map. However, the City decided in 2015 to take advantage of the upland area on the site to expand the use of the site as a public park. This action supports Policy 1.1.2 of the Recreation and Open Space Element which reads:

Policy 1.1.2 - Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.

The closest additional recreation facility to the 7th Street Neighborhood Park is essentially Hollyland Park. Centennial Park, Milt Hallman Memorial Park, and Grove Street Park are a little closer but these facilities are passive recreation opportunities that offer very limited recreation facilities. The southwest quadrant of the City has no active recreation facility suitable for smaller children. The new park will expand recreation opportunities in this quadrant of the City.

The facility is anticipated to be a walk-in neighborhood level park where families and individuals can use the walking path in conjunction with the City's sidewalk network to access healthy outdoor walking and jogging activity. The play equipment and picnic facilities will give families and opportunity to access outdoor recreation opportunities closer to their homes. As a neighborhood level facility, the City wishes to encourage park users to walk to the park; however, on-street parking is available on both Center Avenue and 7th Street.

Designation of the property as Parks and Open Space will recognize the revised role of this property in the City's parks network. By formally designating the site as a park, the designation assures that the site will be used in the calculation of locational decisions when spacing from a park is considered as a criterion. Supporting documentation includes the current and proposed Future Land Use Maps.

No action is required with regard to zoning as the R-7 Medium Density Multi-Family Residential District allows City-owned parks and open space as a permitted use. (Refer to Section 114-273 (4))

FISCAL ANALYSIS: No budgetary impact.

RECOMMENDATION: Recommend the City Commission approve the small scale map amendment designating the 7th Street Neighborhood Park as "Parks and Open Space" on the Future Land Use Map and submit the amendment to the Florida Department of Economic Opportunity and the Volusia Growth Management Commission.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2978, AMENDING THE COMPREHENSIVE PLAN, BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE PARCELS IDENTIFIED AS 7TH STREET NEIGHBORHOOD PARK FROM MEDIUM DENSITY RESIDENTIAL TO PARKS AND OPEN SPACE.

ATTACHMENTS:

- 7th Street Park Location Map (PDF)
- Current Future Land Use Map (PDF)
- Proposed Future Land Use Map (PDF)

HISTORY:

08/09/16

City Commission

APPROVED AT 1ST READING

Next: 08/23/16

Ordinance No. (ID # 1395)**ORDINANCE 2978 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN, BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE PARCELS IDENTIFIED AS 7TH STREET NEIGHBORHOOD PARK FROM MEDIUM DENSITY RESIDENTIAL TO PARKS AND OPEN SPACE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****ORDINANCE 2978**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN, BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE PARCELS IDENTIFIED AS 7th STREET NEIGHBORHOOD PARK FROM MEDIUM DENSITY RESIDENTIAL TO PARKS AND OPEN SPACE; 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 has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map through the small scale amendment as herein provided in order to more effectively implement its adopted comprehensive plan.

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

Section 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels comprising the 7th Street Neighborhood as described in

Attachment A as Parks and Open Space.

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

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

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

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

Section 6. That this Ordinance shall become effective upon completion of the appeal period for comprehensive plan amendments allowed by Florida law and upon issuance of the certificate of consistency by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2016 for second reading.

ATTACHMENT "A"

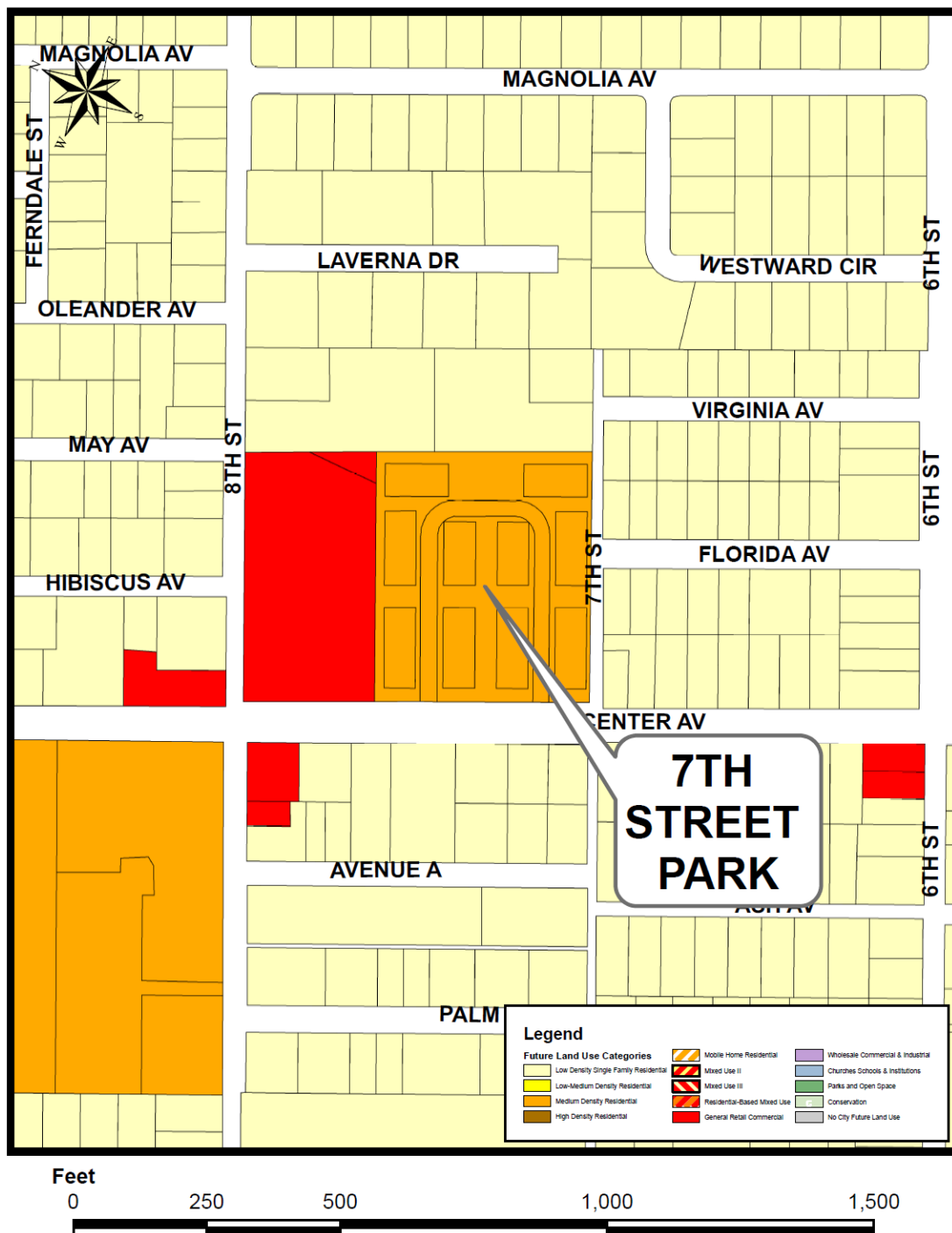
LOTS 1 THROUGH 66 INC AND COMMON AREA HOLLY RIDGE SUB. MB 41 PAGE 52
PER OR 4805 PG 0451

PARCEL NUMBERS:

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523739000010
523739000080
523739000150
523739000210
523739000270
523739000340
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523739000600



CITY OF HOLLY HILL, FLORIDA CURRENT FUTURE LAND USE





John Penny, Mayor

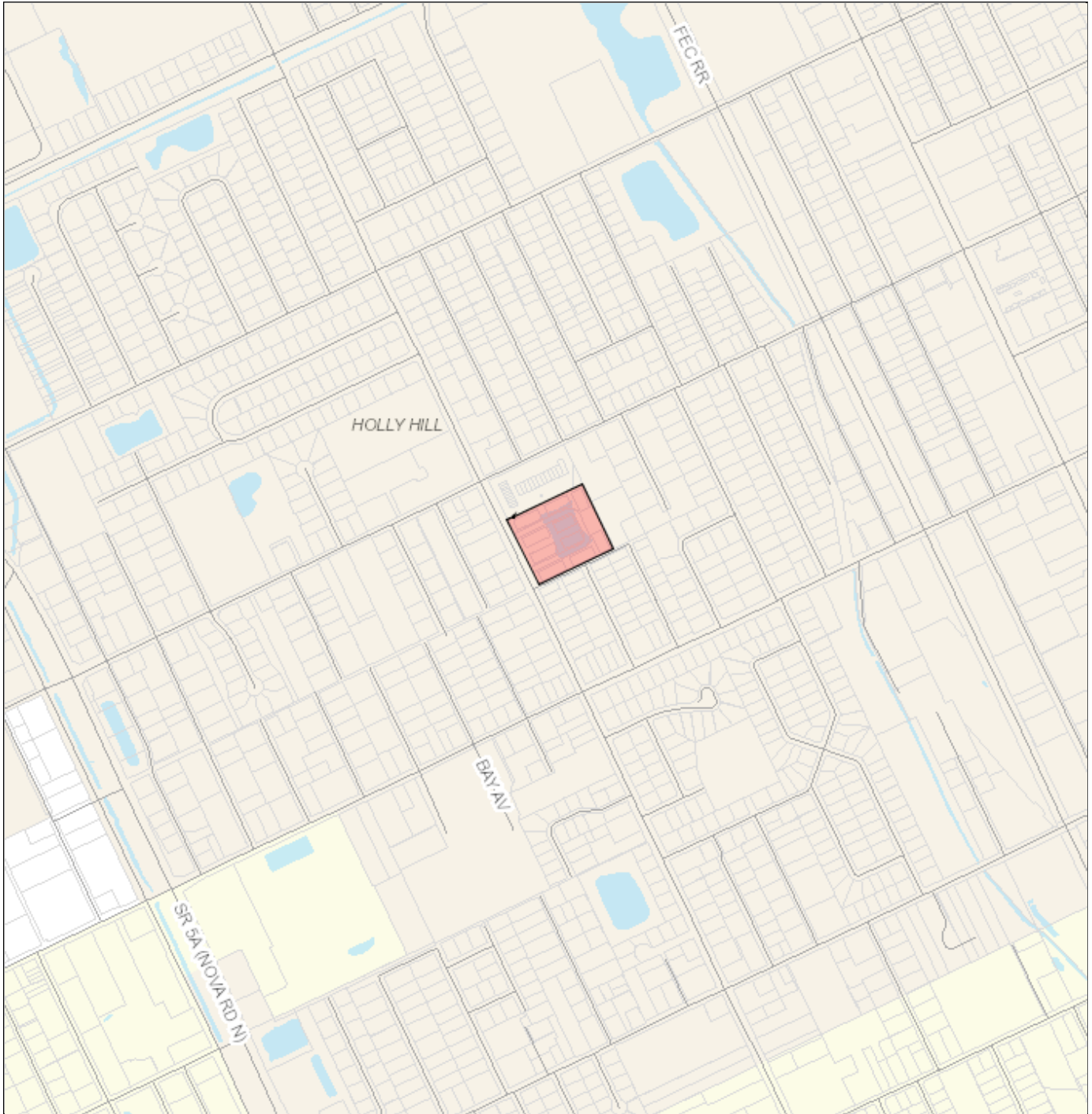
8/23/2016



Valerie Manning, City Clerk

8/23/2016

LOCATION MAP 7TH STREET PARK



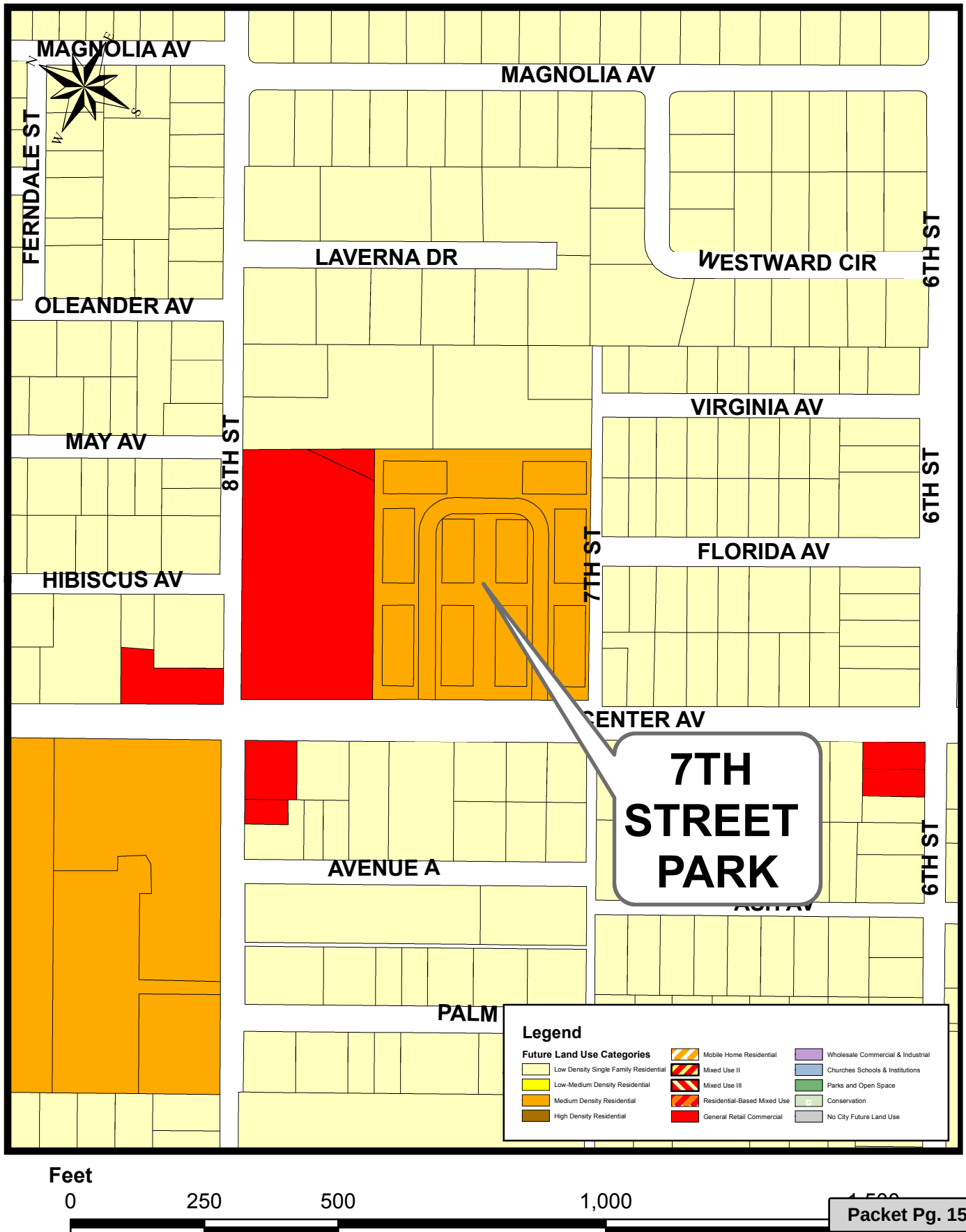

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 Date Created:
 24-Jun-16 11:36 AM

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 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



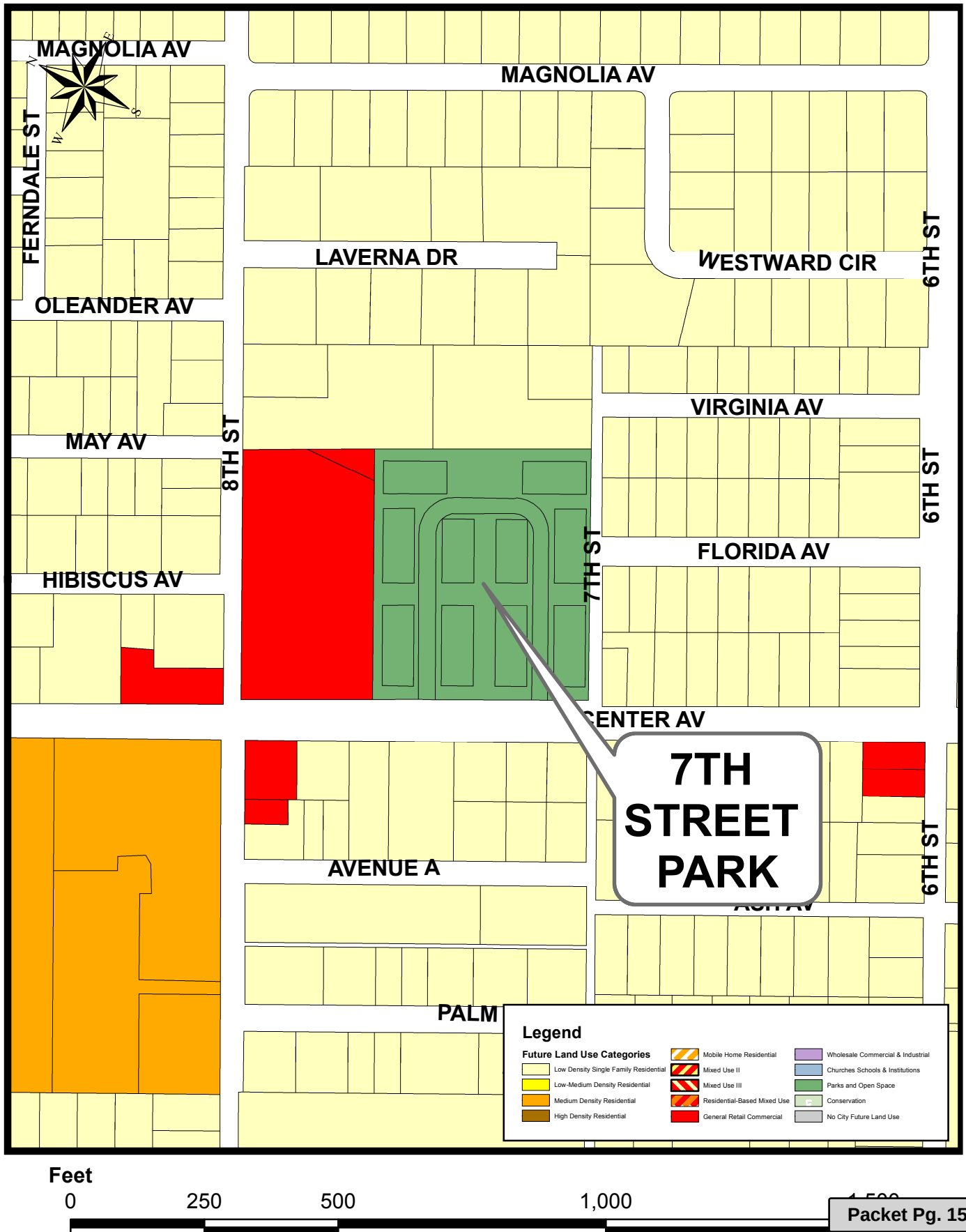
CITY OF HOLLY HILL, FLORIDA

CURRENT FUTURE LAND USE





CITY OF HOLLY HILL, FLORIDA PROPOSED FUTURE LAND USE





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

**City Commission
Agenda Item**

MEETING DATE: August 23, 2016
FROM: Joseph Forte
SUBJECT: Request to Begin Foreclosure Process on Delinquent Properties
NUMBER: DOC-2016-15
APPLICANT:
PLANNER:

DISCUSSION:

The City is dealing with several properties that are not in compliance with the city code. The properties have been presented to the Special Master for disposition however, many of these properties have either been abandoned or the only known property owner is deceased and relative want nothing to do with the property. In order to have these properties brought into compliance, it is best to foreclose on the property and provide an opportunity for a new owner or investor to correct the problem and clean up the neighborhood.

FISCAL ANALYSIS:

The filing fee is \$400 up to \$50,000 in the amount foreclosed; \$905 if the amount being foreclosed is between \$50,000 and \$250,000 and \$1,905 if the amount being foreclosed is over \$350,000. If the foreclosure is uncontested the city should not anticipate the attorney fees being too much since the attorney will prepare all the foreclosure complaints at one time so there is some savings in doing them all at one time. If any foreclosure is contested then it could cost more. All fees and costs will be award to the City as part of the foreclosure judgment and if someone wants to bid more than the City's judgment to get the property the City will be fully reimbursed for the fees and costs for that foreclosure.

Additional filing fees may be applied.

STAFF RECOMMENDATION: Direct the City Manager and City Attorney to begin the foreclosure process on the attached list of properties.

COMMISSION GOAL:

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

MOTION

To authorize the City Manager and the City Attorney to begin the foreclosure process on

the attached list of properties.

- Foreclosure summary list of properties (DOCX)

FORECLOSURE SUMMARY

1221 Jarecki

- Owner – Exit Strategy, LLC
- City's Code liens of \$250 plus \$175 per day and was recorded 1/5/15
- Lien's with higher priority than City's liens:
 - unpaid taxes \$902.52 (2013), \$832.86 (2014) and \$834.64 (2015)
 - Daytona lien recorded 3/19/14 \$100 per day up to \$15,000
 - A lis pendens filed 8/8/14 lawsuit to enforce sales contract (status unsure).

This was filed in the Oregon federal court and I cannot access the Federal clerks website so I do not know the status.

*The City would take subject to significant liens and there is potentially a pending lawsuit to acquire the property. This is not homestead and the approximate value is \$30,000 according to property appraiser.

1391 Bender

- Owner – Estate of Donnie Lee Dixon
- City's Code liens of \$637.20 recorded on 5/9/08 and \$5200 recorded on 6/6/16
- Liens with higher priority than City's liens:
 - \$998 lien for criminal fines recorded in 2012
 - \$952.99 unpaid real estate taxes

*There are minimal liens on this property so the City would probably recoup the cost of foreclosure. I cannot locate if an estate was opened. This is vacant residential land and it is not homestead and has an approximate value of \$9,000 according to property appraiser.

1330 Bender

-There is a first mortgage that has a pending foreclosure. It was initially filed in 2012 and a bankruptcy was filed in 2014. It appears that the foreclosure is moving forward as a default was issued on 3/10/2016.

*I would recommend waiting to see how this foreclosure works out. This is not homestead and has an approximate value of \$70,000 according to property appraiser.

115 5th Street

- Owner – Alan Maxwell
- City's total liens are \$100 filed on 2/8/16 and \$65 on 6/2/16
- Liens with priority status
 - unpaid taxes of \$1,273 (2014) and \$1,426.84 (2015)
 - mortgage in the amount of \$131,000 recorded on 12/4/06 and refilled on 02/18/10, no satisfaction ever recorded.
 - final judgment \$2,870.88 recorded on 7/20/10

*Not sure it is worth foreclosing for only \$165 dollars. Also significant liens ahead of the City's liens. This is not homestead and has a value of approximately \$60,000.

9 Howard Drive

- Owner – Janice Monroe
 - City's liens – recorded 6/2/16 \$160 per day starting 10/27/14
 - recorded 6/2/16 \$250
 - recorded 2/18/16 \$100
 - Liens with priority status
 - unpaid taxes \$598.19 (2012), \$1150.40 (2013), \$1245.67 (2014), \$1351.55 (2105)
 - mortgage \$8356.10 recorded 11/30/09
- *This property may be worth foreclosing. This is not homestead and is worth approximately \$50,000 according to property appraiser.

510 Dorothy Avenue

- Owner – David Wilkerson and Estate of Josephine R. Peterson
 - City liens - \$9,000 recorded on 4/29/05 and \$250 recorded on 6/9/08
 - IRS lien \$45,404 (2005) & \$71,092 (06)
- *This property may be worth foreclosing if the \$9,000 lien is re-recorded. I need to be involved with the re-recording because it is just not recording the lien again. This property is not homestead and is worth about \$45,000 according to property appraiser.

123 Highland

- Owner – Terri Elliston and Matthew Reynolds
 - City Lien - \$3,800 recorded 3/7/14 and \$968.44 recorded 3/7/14
 - Liens with priority status over City's liens
 - unpaid taxes \$1,359.03 (2014) and \$395.89 (2015)
 - judgment against Terri Elliston \$7,384.74 recorded 5/11/06
 - judgment against Matthew Reynolds \$1,635.12 recorded 10/2/12
- *This is vacant residential lot so it is not homestead and has a value of approximately \$11,000.

1538 Daytona Avenue

- Owner – William Naughton
 - City Liens - \$80 recorded 2/8/16
 - \$250 recorded 2/11/16
 - \$75 per day from 10/15/15 recorded 2/11/16
 - Liens with priority over City liens
 - unpaid taxes \$695.97 (2013) references to tax certificates for 2014 and 2015 but no dollar amount included.
- *This is not homestead and has a value of approximately \$75,000. This may be worth foreclosing.

ISSUES

- A code enforcement lien is treated as a judgment. Judgment is good for 20 years. However the lien on real property is good for 10 years. The lien must be re-recorded before the expiration of 10 years. If not, then the lien will lose it priority

status but can be re-recorded and becomes a new lien for the next 10 years up to a total validity of the judgment of 20 years. The only lien impacted by this would be the City's \$9,000 lien on 510 Dorthy Avenue. That lien would need to be re-recorded before the City commenced foreclosure as the only other City lien is \$250.