

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

AGENDA • AUGUST 9, 2016

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City Commission Chamber

Regular City Commission Meeting

7:00 PM

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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

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**District 1 - Commissioner**  
Arthur J. Byrnes

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**District 3 - Commissioner**  
John F. Capers

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**District 2 - Commissioner**  
Penny Currie

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**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 - NONE****3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES - NONE****5. CONSENT AGENDA - NONE**

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?

**6. REGULAR AGENDA**

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)

2. Request for Lien Reduction 1310 Woodward Ave

(Requested by Joseph Forte, City Manager)

3. Resolution Holly Ridge Plat Vacation - Resolution 2016-R-32

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

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

(Requested by Joseph Forte, City Manager)

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)

**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 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)

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)

## 8. COMMUNICATIONS

### a. City Manager & Staff Comments

1. Budget Amendments - Staff Report Only City Manager Level Amendments

(Requested by Kurt Swartzlander, Finance)

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

## 9. ADJOURNMENT

Website Address – [www.hollyhillfl.org](http://www.hollyhillfl.org) (City Clerk)

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



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



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

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



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Ordinance

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**MEETING DATE:** August 9, 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 7<sup>th</sup> 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:**

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**INTRODUCTION:** The City of Holly Hill is proposing to amend the future land use map to designate City-owned property at Center Avenue and 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 FIRST 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)

Ordinance (ID # 1395)

Meeting of August 9, 2016

- Proposed Future Land Use Map (PDF)

**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 7<sup>th</sup> 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 9<sup>th</sup> day of AUGUST, 2016 for first reading.**

**ATTACHMENT "A"**

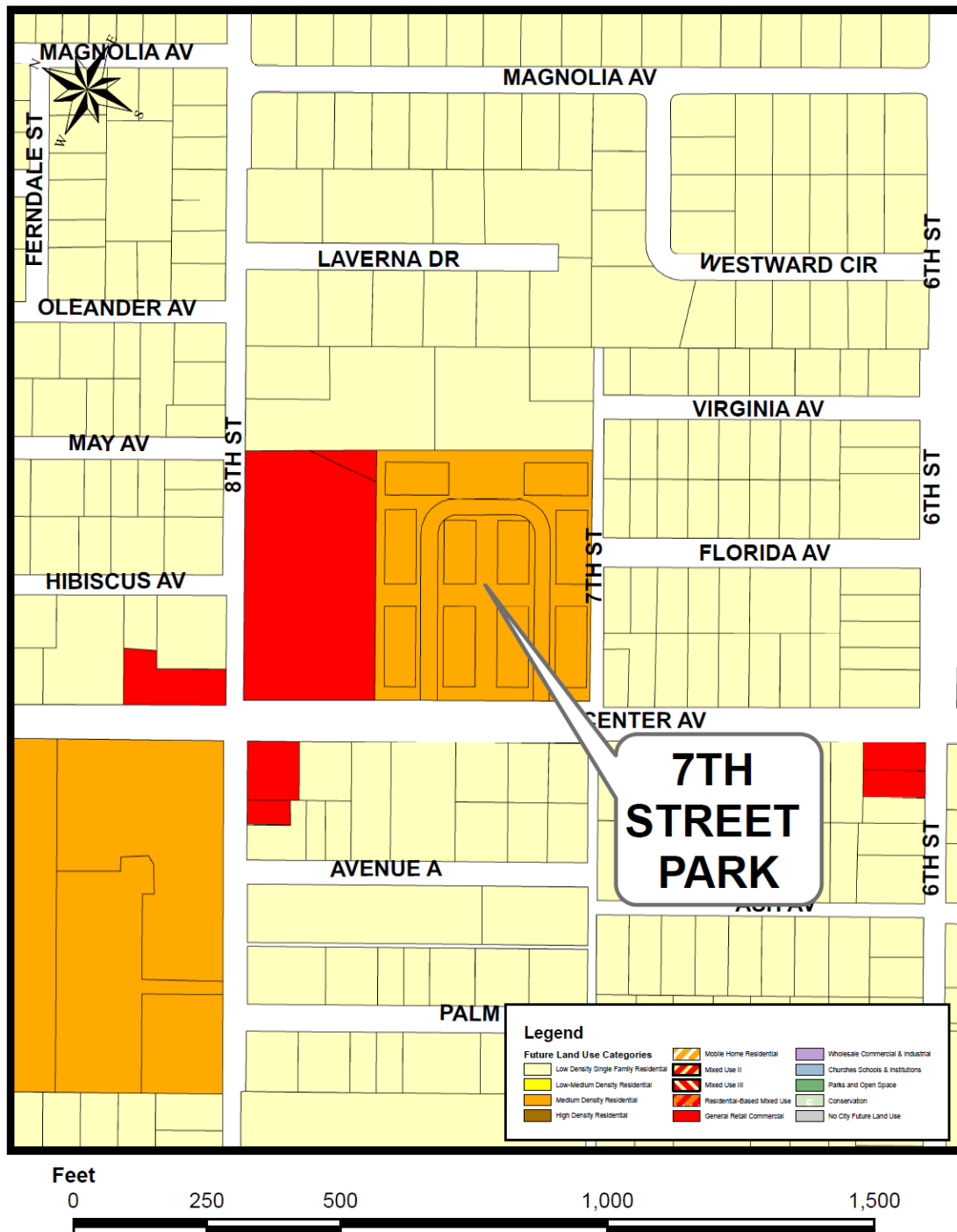
LOTS 1 THROUGH 66 INC AND COMMON AREA HOLLY RIDGE SUB. MB 41 PAGE 52  
PER OR 4805 PG 0451

**PARCEL NUMBERS:**

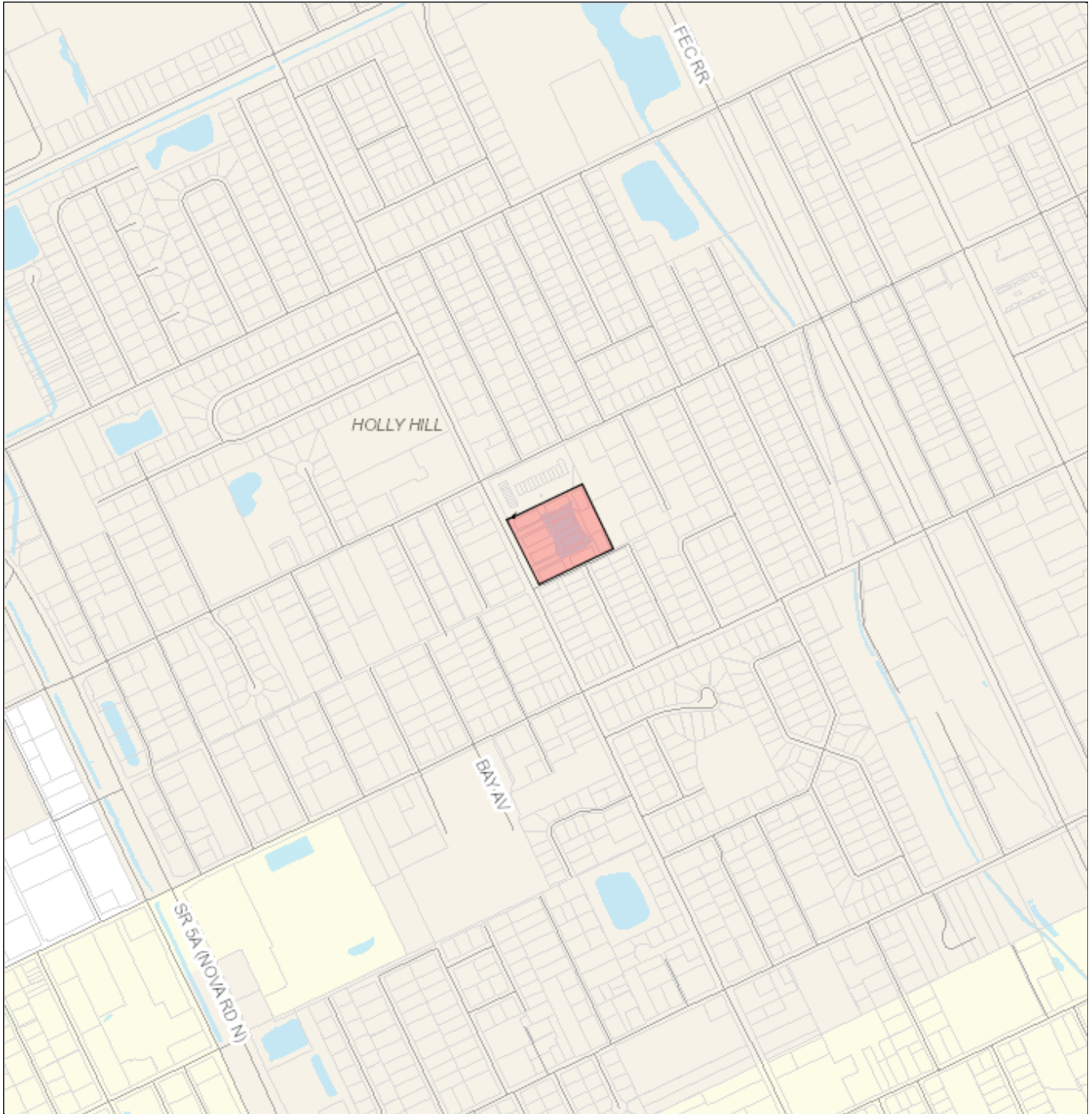
523739000001  
523739000010  
523739000080  
523739000150  
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523739000270  
523739000340  
523739000410  
523739000480  
523739000540  
523739000600



# CITY OF HOLLY HILL, FLORIDA CURRENT FUTURE LAND USE



# LOCATION MAP 7TH STREET PARK



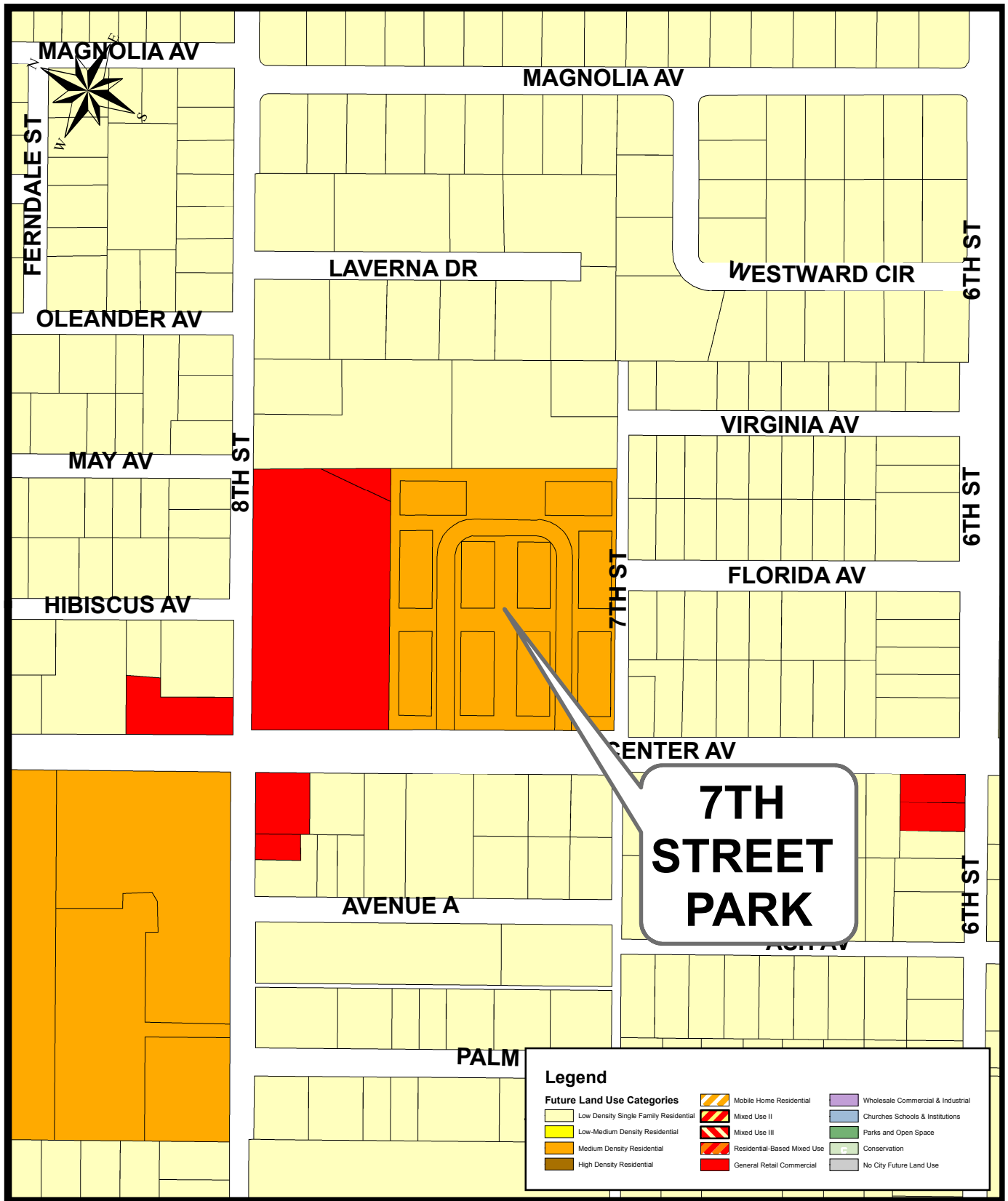
  
 Scale 1:10,000 - 1 in = 833 ft  
 Date Created:  
 24-Jun-16 11:36 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of his information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.  
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



# CITY OF HOLLY HILL, FLORIDA

## CURRENT FUTURE LAND USE



Feet

0

250

500

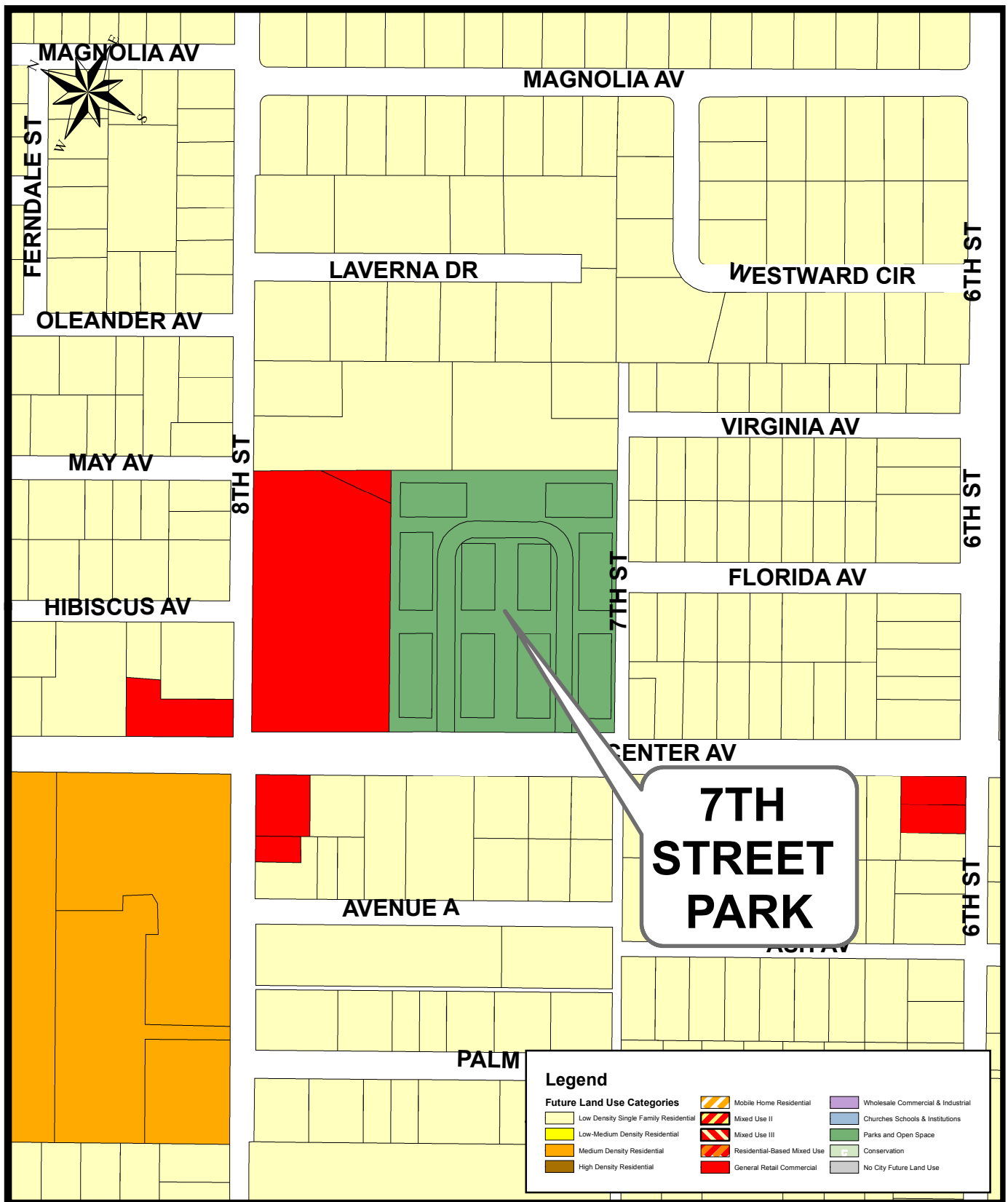
1,000

1,500





# CITY OF HOLLY HILL, FLORIDA PROPOSED FUTURE LAND USE



Feet

0

250

500

1,000

1,500



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

**City Commission  
Agenda Item**

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**MEETING DATE:** August 9, 2016  
**FROM:** Joseph Forte  
**SUBJECT:** Request for Lien Reduction 1310 Woodward Ave  
**NUMBER:** (ID # 1398)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1310 Woodward Ave. The property is currently owned by the Grace White.

The original code enforcement action commenced on June 12, 2015 with regard to trash and debris was determined to be a harborage for rodents. After several notices of noncompliance the property was taken to the Special Master in July Of 2015 resulting in a Findings of Fact and Conclusions of Law and an Order was placed upon this property initiating an administrative fee and daily fines placed on the property. The property was brought into compliance on April 1, 2016. A detailed history of the code violations and results are contained in the agenda item supporting materials.

At this time the property has a contract for purchase by the owners of Chris’ lounge. Ms. White is requesting an unspecified lien reduction in order to sell the property.

Staff has determined the lien associated with this property for non-compliance totaling \$23,793.43.

**Direct expenses to the City include:**

|                                             |                                                |                   |
|---------------------------------------------|------------------------------------------------|-------------------|
| Finance Department                          | $\$13.30 + 35\% \text{ (benefits)} \times 2 =$ | \$35.91           |
| Code Enforcement                            | $\$15.30 + 35\% \text{ (benefits)} \times 6 =$ | \$123.93          |
| Police Admin.                               | $\$37.74 + 85\% \text{ (benefits)} \times 3 =$ | \$209.46          |
| Outstanding Utilities                       |                                                | \$328.43          |
| <b>Total admin costs</b>                    |                                                | <b>\$697.73</b>   |
| Original Special Master Administrative Fine |                                                | \$250.00          |
| Civil Citation Fine                         |                                                | \$200.00          |
| Filing fee                                  |                                                | \$20.00           |
| <b>Total</b>                                |                                                | <b>\$1,167.73</b> |

**\*A copy of the entire file is available in the Police Chief's Office.**

**FISCAL ANALYSIS:**

City reimbursement for administrative and direct costs in the amount of **\$1,167.73**.

**STAFF RECOMMENDATION:**

Reduce the lien from \$23,793.43 by \$22,625.70 leaving a balance owed to the City in the amount of **\$1,167.73**

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**COMMISSION GOAL:** Does not apply.

**MOTION:**

**To reduce the lien to an administrative fee in the amount of \$1,167.73 payable no later than October 7, 2016 . Failure to pay the lien by October 7, 2016 will cause the entire lien to be place back upon the property.**

- 1310 Woodward Ave Lien Reduction Request, CM (PDF)
- 1310 Woodward Avenue Lien Reduction- Cost Analysis (PDF)
- 1310 Woodward Avenue Lien Reduction- History of Lien Action (PDF)
- 1310 Woodward Avenue Lien Reduction - Special Master's findings 08-03-2015(PDF)
- 1310 Woodward Avenue Lien Reduction- Trac EZ report (PDF)
- 1310 Woodward Avenue Lien Reduction-Lien paperwork (PDF)
- 1310 Woodward Avenue Lien Reduction- Volusia Property Appraiser's report (PDF)



## HOLLY HILL POLICE DEPARTMENT

### INTER-OFFICE CORRESPONDENCE

Date: July 15, 2016

To: Joseph Forte, City Manager

From: Stephen K. Aldrich, Chief of Police

Case #16-02

Subject: Request for Reduction of Lien (1310 Woodward Avenue/ Parcel #42-14-32-45-01-0031)

Please find attached the Request for Reduction of lien for your review, as well as a copy of the history of the case. The lien totals **\$23,793.43** in this case. The lien against the property is a combination of an outstanding utility bill **\$328.43** and a Code Enforcement fine, imposed by the Special Master and filing fee, that has accrued to **\$23,465.00**.

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

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

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

☐ Fails

☒ Does not fail

*Staff Findings:* The current homeowner, Grace White, was the owner of the home at the time the code violations were identified and fines assessed. Ms. White is now seeking to have the code fines reduced to facilitate the sale of the property to a new owner.

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

☐ Fails☒ Does not fail

*Staff Findings:* The liens against the property were discovered by the Equity Title Company while researching the property for a pending sales transaction. No title Insurance policy has been issued for the property due to the outstanding monies owed to the City of Holly Hill.

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

☐ Fails☒ Does not fail

*Staff Findings:* To the best of the Staff's knowledge, there has never been a request of the City Commission to reduce the lien on the property located at 1310 Woodward Avenue, Holly Hill.

- (4) If a lending agency receives a certificate of title through foreclosure after a lien is in place, then the lending agency will pay the administrative costs associated with the case (plus 10%).

*Staff Findings:* No lending agency has been involved and no sales transaction has occurred with the property.

☐ Fails☒ Does not fail☒ Approved for consideration by City Commission☐ Denied

  
Joseph Forte  
City Manager



## HOLLY HILL POLICE DEPARTMENT

### INTER-OFFICE CORRESPONDENCE

Date: July 15, 2016

To: Joseph Forte, City Manager

From: Stephen K. Aldrich, Chief of Police

Subject: Request for Reduction of Lien (1310 Woodward Avenue- Parcel #42-14-32-45-01-0031- cost analysis)

On April 20, 2016, the City has received a request for a Reduction of Lien, for "code enforcement liens" that have been placed on the real property located at 1310 Woodward Avenue. The property is currently owned by Grace White. Ms. White is currently in the process of selling her property, but due to her financial situation she is unable to pay the city's total lien amount of \$23, 793.43.

There have been several Code Enforcement violations at 1310 Woodward Avenue dating back to December 3, 2002. There is no indication within the historical files to indicate that any liens have been filed for the past documented violations.

The current lien against 1310 Woodward Avenue is the result of a Code Enforcement action that began on July 2, 2015 with a Notice of Violation issued to Grace White, by Sergeant Denise Marquez. On the original violation notice, Ms. White for cited for the following violations:

**Parking or Storage of Vehicles (Class I)- 114-793**

*It shall be unlawful to park a commercial vehicles, trailers, and equipment on any residentially zoned property, within the City of Holly Hill unless it meets the criteria of the Code of Ordinances.*

**Sanitary Nuisance (Class I)- 26-61**

*Sec. 2 – Accumulation of trash, litter, debris, building debris, brick, concrete, scrap lumber, or other refuse of any nature*

*Sec. 3 –Any condition which provides harborage for rats, mice, snakes, and other vermin*

*Sec. 11 – Storage or accumulation of junk in any area zoned for residential use*

On July 29, 2015, a Special Master's hearing determined that Ms. White had failed to correct all the documented violations that were identified in the original Notice of Violation. The illegal storage of a vehicle had been corrected, but the three sanitary nuisance violations were never addressed. Therefore, the Special Master ordered a daily

assessed fine of \$35.00 per day fine for each of the three unaddressed violations for each day the violation continued to exist. Additionally, a \$250.00 Special Master's Fine and a \$200.00 citation fine was assessed against Ms. White.

Staff has determined the lien associated with this property is from a Special Master imposed fines totaling \$22,995.00, plus \$328.43 in unpaid utility bills and \$470.00 for Citation, Special Master fine and filing fee, leads to a grand total of **\$23, 793.43**.

**Direct expenses to the City include:**

|                                              |                                      |
|----------------------------------------------|--------------------------------------|
| Finance Department                           | \$13.30+35% (benefits) x2 = \$35.91  |
| Code Enforcement                             | \$15.30+35% (benefits) x6 = \$123.93 |
| Police Admin.                                | \$37.74+85% (benefits) x3 = \$209.46 |
| Outstanding Utilities                        | \$328.43                             |
| Original Special Master Administrative Fines | \$250.00                             |
| Civil Citation Fine                          | \$200.00                             |
| Filing fee                                   | \$20.00                              |

**Total** **\$1,167.73**

**\*A copy of the entire file is available in the Police Chief's Office.**

**FISCAL ANALYSIS:**

City reimbursement for administrative and direct costs in the amount of **\$1,167.73**.

**STAFF RECOMMENDATION:**

Reduce the lien from \$23,793.43 by \$22,625.70 leaving a balance owed to the City in the amount of \$1,167.73.

**COMMISSION GOAL:**

**MOTION:**

To reduce the lien to an administrative fee in the amount of \$1,167.73 payable no later than August 31, 2016. Failure to pay the lien by August 31, 2016 will cause the entire lien to be place back upon the property.



# HOLLY HILL POLICE DEPARTMENT

## INTER-OFFICE CORRESPONDENCE

Date: July 15, 2016

To: Joseph Forte, City Manager

From: Stephen K. Aldrich

Subject: Request for Lien Reduction – 1310 Woodward Avenue, Holly Hill  
(Parcel ID #:42-14-32-45-01-0031)

The property located at 1310 Woodward Avenue, Holly Hill, has been the subject of numerous code enforcement violations since late 2002. Between 2002 and 2009 the property was brought before the City of Holly Hill's Special Master twice to address code violations ranging from overgrown grass, illegally parked vehicles, and failure to obtain a rental license for the property. There is no indication in the older files that the property was ever brought into compliance nor had any liens been filed against the property. Furthermore, there is no indication that Ms. White has ever paid fines related to the Special Master's hearings, administrative fines (\$250.00 ea. case, (x2), totaling \$500.00) or accruing fines related to non-compliant code violations.

On June 12, 2015, a Notice of Violation was issued to Grace White, the owner of 1310 Woodward Avenue, for several Code Enforcement violations observed on her property. Ms. White was given 10 days to correct the observed violations prior to any further action being taken. The observed violations included 26-61(2) Accumulation of trash, litter, debris, or refuse of any nature, 26-61(3) Any condition which provided harborage for rats, mice, snakes, and other vermin, 26-61(11) Storage or accumulation of junk in any area zoned residential, and 114-792(a) Unlawful to park on residential property any vehicle which does not display a current motor vehicle license plate.

On July 2, 2015, Code Enforcement Officers inspected 1310 Woodward Avenue and determined that Ms. White had taken no action to remedy any of the violations previously noted on her property. Therefore, Ms. White was fined **\$50.00** per violation for a total of **\$200.00**. The violation notice was posted on the front door.

On July 15, 2015, a certified letter (Notice of Violation) was sent to Grace White, at 1310 Woodward Avenue, her address of record according to the Volusia County Property Appraiser's website, informing her of the violations that existed on her property and her hearing date, July 29, 2015, in front of the Special Master. The unclaimed certified letter was returned to the city.



On July 22, 2015, Code Enforcement Officers noted that Ms. White had come into compliance on the violation 114-792(a).

On July 29, 2015, Ms. White had a Special Master's Hearing to answer for the code violations that had been identified on her property. At the hearing it was determined that Ms. White continued to be in violation of 26-61(2) Accumulation of trash, litter, debris, or refuse of any nature, 26-61(3) Any condition which provided harborage for rats, mice, snakes, and other vermin, 26-61(11) Storage or accumulation of junk in any area zoned residential. Due to the fact that violation 114-792(a) had been corrected prior to the Special Master's Hearing no further actions were taken on that violation, but if a reoccurrence happened within one year it could be treated as a repeat violation and subject to enhanced fines.

The Special Master's final order included a **\$250.00** administrative fine, to be paid within ninety days or recorded against the property as a lien. Additional accruing fines were ordered against the property if the outstanding violations were not corrected within five days.

26-61(2) Accumulation of trash, litter, debris, or refuse of any nature- **(\$35.00)** per day for each and every day the violation continues to exist.

26-61(3) Any condition which provided harborage for rats, mice, snakes, and other vermin- **(\$35.00)** per day for each and every day the violation continues to exist.

26-61(11) Storage or accumulation of junk in any area zoned residential- **(\$35.00)** per day for each and every day the violation continues to exist.

Additionally, the citation was issued on July 2, 2015 in the amount of **\$200.00** and ordered to be paid within 30 days.

On April 1, 2016, John Pyle, Equity Title, contacted the Holly Hill Police Department to inquire about a possible Reduction of Lien for Ms. White property. Mr. Pyle further advised that all the code enforcement violations at 1310 Woodward Avenue had been addressed and corrected since Ms. White was in the process of selling the home. Mr. Pyle was advised that Ms. White, as the property owner, would be required to request the lien reduction, which could be contingent upon the sale of the home.

On April 1, 2016, Officer Hutchison inspected 1310 Woodward Avenue and determined that the property was in compliance and that all the listed violations had been corrected. Officer Hutchison then contacted the Finance Department to cease the accruing charges against the property.

On or about April 20, 2016, the City received a Request for Reduction of Lien from Grace White for the accumulated charges that had been placed against her home for an outstanding utility bill and code violations. Ms. White is seeking the lien reduction to facilitate the sale of her home.

Ms. White indicated in her lien reduction application that she suffered from a financial hardship and therefore was seeking to have her lien reduced. On July 15, 2016, Ms. White submitted banking records as verification of her financial hardship. On July 18, 2016, additional banking records were submitted that revealed Ms. White receives an annual salary that is considerable higher than the median household income for average Holly Hill residents. (\$37,109-2012 Household Income Statistics- CLRSearch.com) Ms. White has not submitted any further documentation to support her financial hardship.

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

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

**Parcel No. 42-14-32-45-01-0031  
Case No. 1032550**

-vs-

**Grace White, Owner(s)  
Respondent(s),**

**ORDER OF NON-COMPLIANCE**

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 29<sup>th</sup> day of July 2015, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That Grace White, Respondent and owner of property located at 1310 Woodward Avenue, Holly Hill, FL 32117 has been cited for 26-61, (2) Accumulation of trash, litter, debris, or refuse of any nature, 26-61 (3) Any condition which provides harborage for rats, mice, snakes, and other vermin, 26-61 (11) Storage or accumulation of junk in any area zoned residential, and 114-792(a) Unlawful to park on residential property any vehicle which does not display a current motor vehicle license plate.

On June 12, 2015, Code Enforcement Officers issued a notice to the Respondent giving the Respondent 10 days to correct the violations. On July 2, 2015, the Respondent was fined fifty (\$50.00) dollars per violation based on the fact that no corrections had been made. On July 22, 2015, the Code Enforcement Officer observed that violation 114-792(a) is in compliance. As of the hearing date, the Code Enforcement Officer has provided photographs and testimony of the remaining violations which include overgrown grass and weeds, and the storage of furniture and pallets on the property, confirming the continued violation of the city ordinances.

**CONCLUSIONS OF LAW**

That Grace White, Respondent and owner of property located at 1310 Woodward Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: 26-61(2) Accumulation of trash, litter, debris, or refuse of any nature; 26-61(3) Any condition which provides harborage for rats, mice, snakes, and other vermin; and 26-61 (11) Storage or accumulation of junk in any area zoned residential.

That the Respondent has come into compliance as to Holly Hill Zoning and Ordinance: 114-792(a) Unlawful to park on residential property any vehicle which does not display a current motor vehicle license plate, therefore, this violation will be dismissed **with the understanding that any further violations of the same Code of Ordinance within a one year period from the date of this order will be treated as a repeat offender and fined accordingly.**

### ORDER

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

If violation 26-61(2) Accumulation of trash, litter, debris, or refuse of any nature is not brought into compliance in 5 (five) days from the date of this order a fine of thirty-five (\$35.00) dollars a day for each and every day the violation continues to exist.

If violation 26-61(3) Any condition which provides harborage for rats, mice, snakes, and vermin is not brought into compliance in five (5) days from the date of this order a fine of thirty-five (\$35.00) dollars a day for each and every day the violation continues to exist.

If violation 26-61(11) Storage or accumulation of junk in any area zoned residential is not brought into compliance in five (5) days from the date of this order a fine of thirty-five (\$35.00) dollars a day for each and every day the violation continues to exist.

The Respondent(s) has come into compliance as to 114-792(a) Unlawful to park on residential property any vehicle which does not display a current motor vehicle license plate, and therefore, this violation shall be dismissed. Should Grace White, located at 1310 Woodward Avenue, Holly Hill, Florida 32117, be found non-compliant with the aforementioned code violation within one year of this order, the fine and fees assessed may be enhanced and treated as a repeat violation.

Additionally, the citation issued on July 2, 2015 in the amount of two hundred (\$200.00) dollars shall be due and payable within 30 days of this order.

DONE AND ORDERED this 3<sup>rd</sup> day of August 2015, at Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL  
CODE ENFORCEMENT

By, Melody Pullen  
Melody Pullen, Special Magistrate

Attest: \_\_\_\_\_  
Code Enforcement Official

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on \_\_\_\_\_ day of August, 2015 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Grace White  
1310 Woodward Avenue  
Holly Hill, Florida 32117

\_\_\_\_\_  
Code Enforcement Official

# trac EZ.

Welcome Robert Hutchison  
City of Holly Hill

|      |       |                |                  |                      |                         |         |        |
|------|-------|----------------|------------------|----------------------|-------------------------|---------|--------|
| Home | Admin | Animal Control | Code Enforcement | Waste Administration | Cross Department Search | Reports | Logout |
|------|-------|----------------|------------------|----------------------|-------------------------|---------|--------|

## Printer Friendly Incident - Case #88507

### Details

|               |                             |                 |                       |
|---------------|-----------------------------|-----------------|-----------------------|
| Municipality: | City of Holly Hill          | Record Created: | 12/11/2009 4:42:23 PM |
| Department:   | Code Enforcement            | Last Update:    | 7/25/2012 11:07:43 AM |
| Contractor:   | Z13 Holly Hill / Contractor | Status:         | Closed                |
| First Name:   | grace                       |                 |                       |
| Last Name:    | -                           |                 |                       |
| Address:      | 1310 WOODWARD AVE           | Creator:        | tbaldwin              |
| City:         | HOLLY HILL                  |                 |                       |
| State:        | Florida                     |                 |                       |
| Zip:          | 32117-2330                  |                 |                       |
| County:       |                             |                 |                       |
| Subdivision:  | baldwin                     |                 |                       |
| Phone:        | 451-5550                    |                 |                       |
| Email:        |                             |                 |                       |

### Resolutions

### Comments

- asking how to pay her fine for special master case.ref'd to 502's case

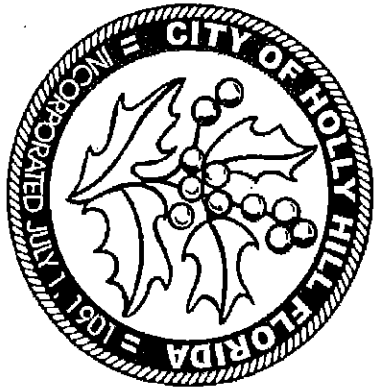
### Categories

Attachment: 1310 Woodward Avenue Lien Reduction- Trac EZ report (1398 : Request for Lien Reduction 1310 Woodward Ave)

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Date/Time                | Officer    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|
| Trash and debris in a pile at the south western corner of the property, which is a harborage for vermin. Courtesy notice issued and left on front on on second floor, Apt A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6/12/2015<br>4:01:23 PM  | rhutchison |
| Checked on property yesterday and today and property still needs cleaning up. Called owner and left a message regarding the condition of the property. A courtesy notice was issued per Hutchison.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 6/17/2015<br>11:33:43 AM | dmarquez   |
| Left two messages for Grace White regarding her property. Informed her of the code violations and have asked her to return my call. Trash and debris, high grass/weeds, unregistered vehicle.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6/22/2015<br>3:02:20 PM  | dmarquez   |
| Visited the property today and found that nothing has been done. Still trash and debris, gold color suv is still parked on the property and unregistered. High grass/weed. Made contact with a tenant who occupies the upstairs apt and advised me she moved in Feb. Advised her to clean up the trash and debris around her area. Advised she needed two days to come into compliance. She also called and left a message for Mrs. White to give her and i a returned call.                                                                                                                                                                                                                                                                                                                                             | 6/23/2015<br>9:53:21 AM  | dmarquez   |
| Mrs. White called and left me a message at 1pm. I returned her call and informed her of the current violations that were observed and asked how long she needed to come into compliance. Mrs. White advised she needed two weeks to clear out the back of her property as well as to get rid of her vehicle. She will work on cutting the grass and taking care of the trash and debris. Advised her I would follow up with her in a week for the process.                                                                                                                                                                                                                                                                                                                                                               | 6/23/2015<br>4:16:36 PM  | dmarquez   |
| Violation posted on the door of the residence and pictures taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7/2/2015<br>1:18:29 PM   | dmarquez   |
| Checked on the property today for the violations and still the property has not come into compliance. The unregistered vehicle is still parked on the property untagged, the junk, furniture and debris remain on the back side of the residence, there are several pieces of 4 x 4 slabs laying on the ground closest to the fence and there are three black garbage bags still sitting in front of the main property. I called Mrs. White and asked her for the status of the property. She advised she called the County for the removal of the vehicle from her property and advised it would be removed sometime this week. As for the large bulky items, I instructed her to call the City to make arrangements for the furniture and trash to be picked up. Mrs. White stated i was a bully and wasnt aware in 12 | 7/6/2015<br>2:47:14 PM   | dmarquez   |

|                                                                                                                                                                                                                                                                                                                                                                         |                          |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|
| years of her having to call the City to pick up trash she normally has thrown away before.                                                                                                                                                                                                                                                                              |                          |            |
| 07-06-2015 Mrs. White called and left a message on my vm advising that her was going to be picked up by the Florida Sheriff's Youth group sometime this week.                                                                                                                                                                                                           | 7/7/2015<br>10:00:07 AM  | dmarquez   |
| Vehicle remains still on the property and untagged....                                                                                                                                                                                                                                                                                                                  | 7/13/2015<br>3:28:21 PM  | dmarquez   |
| Taking to SM. NTA mailed..Notice Posted on property. There is still junk and accumulation in front of the property as well as in the back rear. The unregistered vehicle is still there and several pieces of lumber lay beside two blue totes.                                                                                                                         | 7/15/2015<br>12:30:15 PM | dmarquez   |
| Drove by the property today and the unregistered vehicle is still on the property. Grass was cut but there is still three large black plastic bags on the front of the property.                                                                                                                                                                                        | 7/20/2015<br>3:57:40 PM  | dmarquez   |
| Checked on the property and the vehicle has been removed.....There is however the three black garbage bags in front of the property and minimal junk and accumulation on the back west area of the property. Showing improvement...                                                                                                                                     | 7/22/2015<br>1:31:11 PM  | dmarquez   |
| visited the property and still the three black garbage bags remain in front of the residence. There is high grass and weeds on the property, there is trash on the front yard with a pair of men sneakers, a fishing rod, an empty beer bottle, a large black plastic bag. the back of the property still has old rolled up carpets in the back piled up. Photos taken. | 7/27/2015<br>11:14:24 AM | dmarquez   |
| High grass and weeds and trash and debris still remain.                                                                                                                                                                                                                                                                                                                 | 7/29/2015<br>11:22:58 AM | dmarquez   |
| Pictures taken for special magistrate.                                                                                                                                                                                                                                                                                                                                  | 7/29/2015<br>11:23:20 AM | dmarquez   |
| Property was brought into compliance for violations issued. Finance will be contacted to stop the daily accruing fines on the lien.                                                                                                                                                                                                                                     | 4/1/2016<br>9:09:05 AM   | rhutchison |
| Finance was notified to stop accruing fines on lien as of 04/01/2016.                                                                                                                                                                                                                                                                                                   | 4/1/2016<br>9:24:54 AM   | rhutchison |
| 1 Page 1 of 1 (17 items)                                                                                                                                                                                                                                                                                                                                                |                          |            |





**City of Holly Hill**  
**1065 Ridgewood Ave**  
**Holly Hill, FL 32117**  
**386-248-9427**  
**Fax 386-248-9497**

Address: 1310 Woodward Ave

Hearing held on 7/29/15

## Lien / Violation Calculation

| Month                     | Days | Month | Days |                    |                      |
|---------------------------|------|-------|------|--------------------|----------------------|
| Aug-15                    | 7    |       |      |                    |                      |
| Sep-15                    | 30   |       |      |                    |                      |
| Oct-15                    | 31   |       |      |                    |                      |
| Nov-15                    | 30   |       |      |                    |                      |
| Dec-15                    | 31   |       |      |                    |                      |
| Jan-16                    | 31   |       |      |                    |                      |
| Feb-16                    | 28   |       |      |                    |                      |
| Mar-16                    | 31   |       |      |                    |                      |
| <b>Total Days</b>         |      |       |      | <b>219</b>         | In Compliance 4/1/16 |
| Citation issued 7/2/15    |      |       |      | \$200.00           |                      |
| Outstanding Utility Bills |      |       |      | \$328.43           |                      |
| Special Master Fine       |      |       |      | \$250.00           |                      |
|                           |      |       |      | \$22,995.00        |                      |
| 18% Interest              |      |       |      | \$0.00             |                      |
| Sub                       |      |       |      | \$22,995.00        |                      |
| Filing Fee                |      |       |      | \$20.00            |                      |
| <b>Total</b>              |      |       |      | <b>\$23,793.43</b> |                      |

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Return To: (Enclose Self Addressed Envelope)             |                      |
| Name:                                                    | Kurt Swartzlander    |
| Address:                                                 | 1065 Ridgewood Ave   |
|                                                          | Holly Hill, FL 32117 |
| This instrument Prepared by:                             |                      |
| Name:                                                    | Kurt Swartzlander    |
| Address:                                                 | 1065 Ridgewood Ave   |
|                                                          | Holly Hill, FL 32117 |
| Property Appraisers Parcel ID Number(s): 4242-45-01-0031 |                      |

06/02/2016 08:32 AM  
 Instrument# 2016-099610 # 1  
 Book: 7260  
 Page: 83  
 Diane M. Matousek  
 Volusia County, Clerk of Court

## Claim of Lien

### State of Florida, County of Volusia

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

City of Holly Hill  
 (Lienor's Name)

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

And in accordance with a service with Grace White

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

Special Master fee \$250.00. Daily Fines for Numerous violations. \$23392.79.

Property brought into compliance 4/1/16.

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

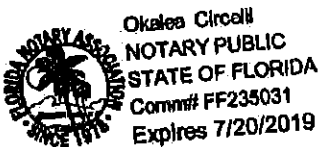
(Describe real property sufficiently for identification, including street and number, if known)

N 10 FT OF LOTS 3 & 4 & LOT 16 BLK A HOLLY HEIGHTS PLAT 1 PER OR 4899 PG 0768

1310 Woodward Avenue, Holly Hill, FL. 32117

owned by with Grace White

of a total value of Twenty Three Thousand Three Hundred Ninety Two Dollars & Seventy Nine Cents. (\$23392.79)  
 which remains unpaid as of May 26, 2016



By [Signature] (Agent)  
 Lienor: City of Holly Hill  
 Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 26 day of May

2016  
[Signature]  
 Notary Public

Attachment: 1310 Woodward Avenue Lien Reduction-Lien paperwork (1398 : Request for Lien Reduction 1310 Woodward Ave)



# Volusia County Property Appraiser

Morgan B. Gilreath Jr.  
M.A., C.F.A.



Home Search Downloads Exemptions Agriculture Maps Tangible Links Contact

Home Search Choices Search By Location Address Property Information

Parcel Information: 4242-45-01-0031 2016 Working Tax Roll Last Updated: 04-17-2016

## Owner Name and Address

|                       |                                   |                      |                             |
|-----------------------|-----------------------------------|----------------------|-----------------------------|
| Alternate Key         | 3201442                           | Parcel Status        | Active Parcel (Real Estate) |
| Short Parcel ID       | 4242-45-01-0031                   | Mill Group           | 203 Holly Hill              |
| Full Parcel ID        | 42-14-32-45-01-0031               | 2015 Final Mill Rate | 23.16850                    |
| Created Date          | 27 DEC 1981                       |                      |                             |
| Property Class        | 01 Single Family                  |                      |                             |
| Ownership Type        |                                   | Ownership Percent    | 100                         |
| Owner Name            | WHITE GRACE                       |                      |                             |
| Owner Name/Address 1  |                                   |                      |                             |
| Owner Address 2       | 1310 WOODWARD AVE                 |                      |                             |
| Owner Address 3       | HOLLY HILL FL                     |                      |                             |
| Owner Zip/Postal Code | 32117                             |                      |                             |
| Situs Address         | 1310 WOODWARD AV HOLLY HILL 32117 |                      |                             |

## Legal Description

N 10 FT OF LOTS 3 & 4 & LOT 16 BLK A HOLLY HEIGHTS PLAT 1 PER OR 4899 PG 0768

## Sales History

| Book Page | Sale Date | Sale Instrument | Qualified Unqualified | Improved | Sale Price |
|-----------|-----------|-----------------|-----------------------|----------|------------|
| 4899 0768 | 07/2002   | Warranty Deed   | Qualified Sale        | Yes      | 89,900     |
| 4879 4093 | 06/2002   | Warranty Deed   | Unqualified Sale      | Yes      | 30,850     |
| 3740 2807 | 04/1992   | Warranty Deed   | Qualified Sale        | Yes      | 54,000     |
| 2929 0933 | 01/1987   | Unknown         | Affiliated Parties    | Yes      | 100        |
| 1583 0460 | 05/1973   | Warranty Deed   | Qualified Sale        | Yes      | 20,000     |

## History of Values

| Year | Land   | Bldg(s) | Misc. Impr. | Just Value | School Assessed | Non-School Assessed | School Exemption | School Taxable | Non-School Exemption | Non-School Taxable |
|------|--------|---------|-------------|------------|-----------------|---------------------|------------------|----------------|----------------------|--------------------|
| 2015 | 12,420 | 75,169  | 0           | 87,589     | 87,589          | 84,455              | 0                | 87,589         | 0                    | 84,455             |
| 2014 | 9,660  | 71,857  | 0           | 81,517     | 81,517          | 76,777              | 0                | 81,517         | 0                    | 76,777             |

[Display Value History](#)

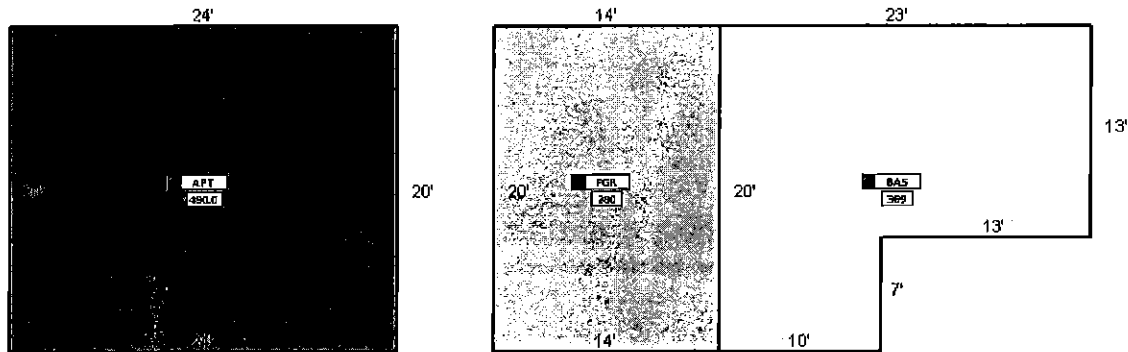
## Land Data

| Code                                            | Land Use Type       | Frontage | Depth | No. Units | Unit Type  | Rate   | Depth | Loc | Shp | Phy | Just Value |
|-------------------------------------------------|---------------------|----------|-------|-----------|------------|--------|-------|-----|-----|-----|------------|
| 0101                                            | IMP PVD THRU .49 AC | 60.0     | 100.0 | 60.00     | FRONT FEET | 225.00 | 92    | 100 | 100 | 100 | 12,420     |
| Neighborhood 2416 DIXIE PARK HOLLY HILL 4242-34 |                     |          |       |           |            |        |       |     |     |     |            |
| Total Land Classified                           |                     |          |       |           |            |        |       |     |     |     | 0          |
| Total Land Just                                 |                     |          |       |           |            |        |       |     |     |     | 12,420     |

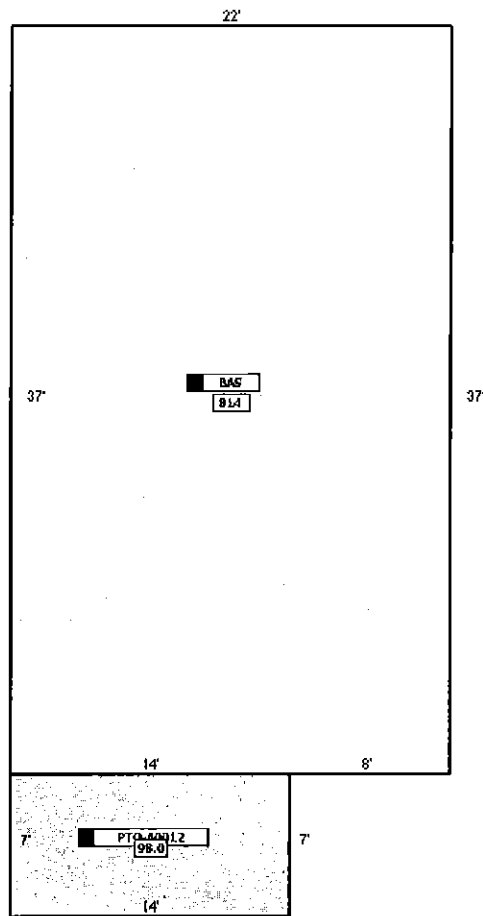
## Building Characteristics

Building Number: 81633 (Building 1 of 2)

| Bldg. No.      | Improvement Type            | Base Perimeter       | Year Built     | Quality Grade  | Architecture   | Phys. Depr. | Func. Obs.  | Loc. Obs.    | Next Review |
|----------------|-----------------------------|----------------------|----------------|----------------|----------------|-------------|-------------|--------------|-------------|
| 81633          | Single Family               | 86                   | 1950           | 300            |                | 45%         | 0%          | 0%           | 2999        |
| Roof Type      | FLAT                        | Floors               |                | Pine/Softwoods | Bedrooms       | 2           | 4           | Fixture Bath | 0           |
| Roof Cover     | TAR and GRAVEL              | Wall Type            |                | Plaster        | X Fixture Bath | 0           | 5           | Fixture Bath | 0           |
| Heat Type1     | None                        | Heat Source1         |                | None           | 2 Fixture Bath | 0           | 6           | Fixture Bath | 0           |
| Heat Type2     |                             | Heat Source2         |                |                | 3 Fixture Bath | 2           | 7           | Fixture Bath | 0           |
| Foundation     | Concrete Slab               | Year Remodeled       |                |                | Fireplaces     | 0           | A/C         |              | No          |
| Section Number | Area Type                   | Exterior Wall Type   | Number Stories | Year Built     | Attic Finish   | Bsmt Area   | Bsmt Finish | Floor Area   |             |
| 001            | Res BASE Area (BAS)         | CONC OR CINDER BLOCK | 1.0            | 1950           | N              | 0%          | 0%          | 369 Sq. Feet |             |
| 002            | Upper Story, Finished (FUS) | CONC OR CINDER BLOCK | 1.0            | 1950           | N              | 0%          | 0%          | 480 Sq. Feet |             |
| 003            | Finished Garage (FGR)       | Non-Applicable       | 1.0            | 1950           | N              | 0%          | 0%          | 280 Sq. Feet |             |
| 009            | Apartment (APT)             | CONC OR CINDER BLOCK | 1.0            | 1950           | N              | 0%          | 0%          | 480 Sq. Feet |             |

**Building Number: 81634 (Building 2 of 2)**

| Bldg. No.      | Improvement Type | Base Perimeter     | Year Built     | Quality Grade  | Architecture   | Phys. Depr. | Func. Obs.     | Loc. Obs.    | Next Review |
|----------------|------------------|--------------------|----------------|----------------|----------------|-------------|----------------|--------------|-------------|
| 81634          | Single Family    | 118                | 1933           | 300            |                | 36%         | 0%             | 0%           | 2999        |
| Roof Type      | FLAT             | Floors             |                | Pine/Softwoods | Bedrooms       | 1           | 4 Fixture Bath |              | 0           |
| Roof Cover     | TAR and GRAVEL   | Wall Type          |                | Plaster        | X Fixture Bath | 0           | 5 Fixture Bath |              | 0           |
| Heat Type1     | None             | Heat Source1       |                | None           | 2 Fixture Bath | 0           | 6 Fixture Bath |              | 0           |
| Heat Type2     |                  | Heat Source2       |                |                | 3 Fixture Bath | 1           | 7 Fixture Bath |              | 0           |
| Foundation     | Concrete Block   | Year Remodeled     |                |                | Fireplaces     | 0           | A/C            |              | Yes         |
| Section Number | Area Type        | Exterior Wall Type | Number Stories | Year Built     | Attic Finish   | Bsmt Area   | Bsmt Finish    | Floor Area   |             |
| 004 Res        | BASE Area (BAS)  | C B STUCCO         | 1.0            | 1933           | N              | 0%          | 0%             | 814 Sq. Feet |             |
| 012 Patio      | (PTO)            | Non-Applicable     | 1.0            | 1989           | N              | 0%          | 0%             | 98 Sq. Feet  |             |



## Parcel Notes (Click button below to display Parcel Notes)

## Planning and Building

| Permit Number              | Permit Amount | Date Issued | Date Complete | Construction Description              | Occupancy Number | Occupancy Bldg |
|----------------------------|---------------|-------------|---------------|---------------------------------------|------------------|----------------|
| <b>Total Values</b>        |               |             |               |                                       |                  |                |
| Land Value                 |               |             |               | 12,420 New Construction Value         |                  | 0              |
| Building Value             |               |             |               | 76,279 City Econ Dev/Historic         |                  | 0              |
| Miscellaneous              |               |             |               | 0                                     |                  |                |
| Just Value                 |               |             |               | 88,699 Previous Just Value            |                  | 87,589         |
| School Assessed            |               |             |               | 88,699 Previous School Assessed       |                  | 87,589         |
| Non-School Assessed        |               |             |               | 88,699 Previous Non-School Assessed   |                  | 84,455         |
| Exemption Value            |               |             |               | 0 Previous Exemption Value            |                  | 0              |
| Additional Exemption Value |               |             |               | 0 Previous Additional Exemption Value |                  | 0              |
| School Taxable             |               |             |               | 88,699 Previous School Taxable        |                  | 87,589         |
| Non-School Taxable         |               |             |               | 88,699 Previous Non-School Taxable    |                  | 84,455         |

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.





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

**City Commission  
Resolution**

---

**MEETING DATE:** August 9, 2016  
**FROM:** Thomas Harowski  
**SUBJECT:** Holly Ridge Plat Vacation - Resolution 2016-R-32  
**NUMBER:** (ID # 1396)  
**APPLICANT:** Thomas Harowski  
**PLANNER:**

---

**INTRODUCTION:** This application is a request to vacate the Holly Ridge Plat that was approved for a condominium project in 1986 but never developed. The City has subsequently purchased the entire subdivision parcel for use as a stormwater management facility and more recently a public park.

**BACKGROUND:** The subject property is located on the east side of Center Avenue north of Seventh Street. The Holly Ridge subdivision was approved by the City of Holly Hill in 1986 and recorded in the public records of Volusia County. A copy of the plat is attached. The plat provides for an access easement, 66 condominium units and common area. The project was never developed and in 2002 the City purchased the property for its stormwater management program. Subsequently, the City developed a retention pond on the site along with supporting drainage infrastructure. In 2015, the City applied for grant funding to add recreation facilities to the site in the form of a walking path, playground equipment and picnic facilities. In another application, the City is requesting the future land use designation be changed to Parks and Open Space to reflect the use of the site as a park. The park will open later in 2016.

**DISCUSSION:** As the City has purchased and developed the entire land area occupied by the Holly Ridge Plat, it makes sense to vacate the plat and return the land to a single parcel. This action will avoid any future issues that might arise from platted easements and planned building sites. This action is more in the line of a housekeeping activity to give the City the cleanest possible parcel. It will also reduce the parcel records that the property appraiser needs to track.

The Board of Planning and Appeals considered this item at their July 18, 2016 regular meeting.

**FISCAL ANALYSIS:** No budgetary impact.

**RECOMMENDATION:**

**APPROVE RESOLUTION 2016-R-32, The Board of Planning and Appeals recommends the City Commission vacate the Holly Ridge Plat.**

**ATTACHMENTS:**

- Holly Ridge Sub. (PDF)

**Resolution No. (ID # 1396)****HOLLY RIDGE PLAT VACATION - RESOLUTION 2016-R-32****RESOLUTION 2016-R-32****RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE VACATION OF  
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill is the sole owner of all lands contained within the Holly Ridge Subdivision; and

**WHEREAS**, there is no longer a need to retain the plat identified as the Holly Ridge Subdivision recoded at Plat Book 41, Page 52; and

**WHEREAS**, the City has determined that the vacation of the subject plat will not impede access to private or public property.

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

**Section 1.** The City Commission of the City of Holly Hill hereby the Holly Ridge Subdivision Plat as recorded at Plat Book 41, Page 52.

**Section 2.** 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 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.

**APPROVE AND AUTHENTICATED on this 9th day of AUGUST, 2016.**

**LEGAL DESCRIPTION  
Holly Ridge Subdivision**



A replat of part of Mason & Carswells, as recorded in Map Book 2 Page 90 Public Records of Volusia County, in Section 37, Township 15 South, Range 32 East, Volusia County, Florida. The southern 410 feet of the western 412 feet of Lot 3, Block 16 Mason & Carswell's Holly Hill, according to map in Map Book 2, Page 90 of the Public Records of Volusia County, Florida being more particularly describer as following:

As a point of beginning commence at the southwest corner of said Lot 3 Mason & Carswell's; thence N 23 45' 07" a distance of 415.00 feet; thence N 66 22' 53" E a distance of 472.11 feet; thence S 23 45' 00" E a distance of 415.46 feet; thence S 66 26' 13" W a distance of 472.10 to the point of beginning of this description.



The Trails

# HOLLY RIDGE

HOLLY HILL, VOLUSIA COUNTY, FLORIDA

A REPLAT OF A PART OF MASON & CARSWELL'S AS RECORDED IN MAP BOOK 2 PAGE 90 PUBLIC RECORDS OF VOLUSIA COUNTY, IN SECTION 31, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA.

THE SOUTHERLY 416.00 FEET OF THE WESTERLY 472.00 FEET OF LOT 3 BLOCK 16 MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
AS A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 MASON & CARSWELL'S; THENCE N 23°45'01"W A DISTANCE OF 416.00 FEET; THENCE N 06°22'53"E A DISTANCE OF 472.11 FEET; THENCE S 23°45'00"E A DISTANCE OF 416.46 FEET; THENCE S 06°26'13"W A DISTANCE OF 472.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.  
SAID PARCEL CONTAINS 4.5 ACRES MORE OR LESS.

OWNER: NATIONAL LTD. POSTAL MANAGEMENT SERVICES  
10520 MAGNOLIA BLVD.  
N. HOLLYWOOD, CALIFORNIA 91601

MASON & CARSWELL SUB.  
MB 14 PD 21

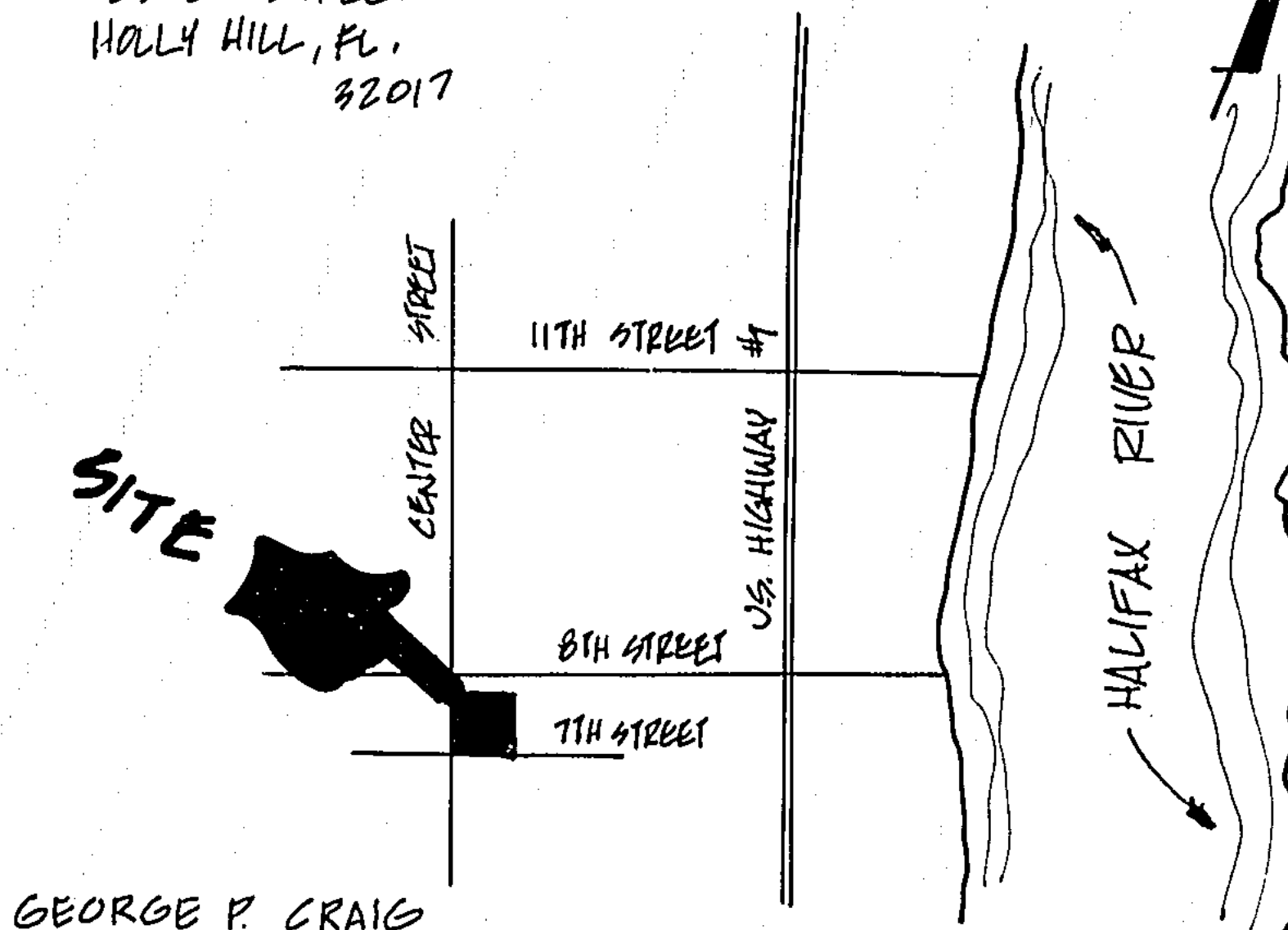
## SITE DATA

- 1) TOTAL AREA: 4.5 ACRES ±
  - 2) TOTAL # OF UNITS: 66 UNITS
  - 3) DENSITY: 14.67 UNITS/ACRE
  - 4) L.F. OF STREET: 898 L.F. ±
  - 5) TOTAL AREA OF PRIVATE USE: 4.5 ACRES ±
  - 6) EXISTING ZONING - R-7
  - 7) ERROR OF CLOSURE DOES NOT EXCEED 1' IN 10,000 FEET.
- NOTE: BEARING REFERENCE IS ASSUMED

"NO GOVERNMENT AGENCY, INCLUDING CITY OF HOLLY HILL, SHALL EVER BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE, UPKEEP, OR IMPROVEMENTS OF ANY PRIVATE STREETS, THOROUGHFARES, EASEMENTS OR RIGHTS-OF-WAY PROVIDING INGRESS OR EGRESS TO THE PROPERTY COVERED HEREBY AND SEWER COLLECTION LINES WITHIN THE PROPERTY."

OWNER: DONALD W. & KATHLEEN L. BONTALDES  
535 8TH STREET  
HOLLY HILL, FL. 32017



VICINITY MAP

SCALE: 1"=2000'

OWNER: GEORGE F. CRAIG  
520 7TH STREET  
HOLLY HILL, FL.

- DENOTES CONCRETE MONUMENT
- DENOTES PERMANENT REFERENCE MONUMENT

SHEET 1 OF 1

OWNER: LUDWIG & SOPHIE D. HARTCH  
1530 VALENCIA AVE.  
HOLLY HILL, FL. 32017

PALM GROVE SUB.  
MB 9 PD 176

OWNER: RAY EDWARDS WARD  
700 CENTER ST.  
HOLLY HILL, FL. 32017

OWNER: EXCHANGE BEAUTY ASSOC. INC.  
635 BALLBOUN RD.  
DAYTONA BEACH, FL. 32014

OWNER: SHELLE H. & PATRICIA R. WARE  
550 DAYTONA AVE.  
HOLLY HILL, FL. 32017

OWNER: MICHAEL A. & WENDY KLEMA  
640 FLORIDA AVE.  
HOLLY HILL, FLORIDA 32017

OWNER: LAWRENCE T. & EDITH W. MARDLE  
639 FLORIDA AVE.  
HOLLY HILL, FLORIDA 32017

OWNER: EMILY WEBER  
224 105 HORACE HARRING BLVD.  
BAIRSIDE, NEW YORK

DEVELOPER: TRAILS, INC.  
1001 OLD TOMOKA RD.  
ORLANDO BEACH, FL. 32074

ENGINEER: W.A. CROSS  
1001 OLD TOMOKA RD.  
ORLANDO BEACH, FL. 32074

SURVEYOR: CLYDE H. RODGERS  
HALIFAX LAND SURVEYING  
1520 S. RIVERWOOD AVE.  
SOUTH DAYTONA, FL. 32019

## CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 7-10-85 THE SURVEY WAS COMPLETED UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION OF THE LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS HEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

DATE: 9-13-85

Clyde H. Rodgers  
C.L.S. # 3290

## CERTIFICATE OF APPROVALS BY THE CITY COMMISSIONERS

THIS IS TO CERTIFY THAT ON THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF HOLLY HILL, FLORIDA  
ATTEST: Bruce E. Smith  
CITY CLERK

## CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORDED ON 6-12-86  
AT FILE NO.  
John V. Lacey, Jr. D.C.  
CLERK OF THE CIRCUIT COURT, IN AND FOR VOLUSIA COUNTY

## CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT AN PLAT WAS APPROVED BY: W.A. Cross THAT THIS  
CITY ENGINEER

THIS IS TO CERTIFY THAT AN PLAT WAS APPROVED BY: Edward J. Simpson, Jr. THIS  
CITY ATTORNEY

## CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY THAT ON THE ZONING COMMISSION OF DISTRICT APPROVED THE FOREGOING PLAT.  
Luther P. Jones  
CHAIRMAN

## CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE HOLLY HILL PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR "HOLLY RIDGE"  
Luther P. Jones 4-15-86  
CHAIRMAN DATE

## PLAT BOOK 41 PAGE 52

## DEDICATION

"KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY DEDICATE SAID LANDS, EASEMENTS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

PARCELS DESIGNATED AS COMMON AREAS AND RECREATIONAL AREAS ARE INTENDED FOR USE SOLELY BY THE RESIDENTS OF HOLLY RIDGE, AND ARE NOT DEDICATED HEREBY FOR USE BY GENERAL PUBLIC BUT ARE CONVEYED TO THE "HOLLY RIDGE" HOMEOWNERS ASSOCIATION, INC."

THIS DEDICATION IS SUBJECT TO THE UNDERSIGNED'S RETAINED RIGHT TO GRANT UTILITY EASEMENTS. THIS DEDICATION OF ALL COMMON AREAS AND RECREATIONAL AREAS IS FURTHER SUBJECT TO THE UNDERSIGNED'S RETAINED RIGHT TO GRANT DRIVE-WAY EASEMENTS. WATER LINES APPROVED BY THE CITY FOR DEDICATION ARE HEREBY DEDICATED.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS 19th DAY OF September A.D. 1985

THE TRAILS, INC.

BY: W.A. Cross  
VICE PRESIDENT

CORPORATE SEAL

ATTEST: Janet Kuntz  
ASSISTANT SECRETARY

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Mary Stotts AND Margery M. Cote  
STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF September A.D. 1985 BY W.A. CROSS, VICE PRESIDENT, AND BY JANET KUNTZ, ASSISTANT SECRETARY OF THE TRAILS, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

Deborah L. Ingram  
MY COMMISSION EXPIRES 5/31/86

## JOINDER AND CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE HOLDER OF A MORTGAGE FROM THE TRAILS, INC. UPON THE ABOVE DESCRIBED PROPERTY AND THAT THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED BY THE OWNER THEREOF, AND AGREE THAT THEIR MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 2671, PAGE 1540 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

Emery F. Smith  
EMERY F. SMITH

Patricia A. Smith  
PATRICIA A. SMITH

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

James A. Jolly AND Jana May Jolly  
STATE OF FLORIDA, COUNTY OF VOLUSIA

THIS IS TO CERTIFY, THAT ON May 29, 1986 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED EMERY F. SMITH AND PATRICIA A. SMITH OF 281 PAKWOOD DR., RT. #2, EDGEWATER, FLORIDA 32032. TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS MORTGAGEES.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

Jana May Jolly  
MY COMMISSION EXPIRES: Dec. 18, 1987

SEAL





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

**City Commission  
Resolution**

---

**MEETING DATE:** August 9, 2016  
**FROM:** Joseph Forte  
**SUBJECT:** I.A.F.F. Bargaining Unit Agreement - Resolution 2016-R-33  
**NUMBER:** (ID # 1178)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:** City Management and representatives from the I.A.F.F. have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the Agreement.

**FISCAL ANALYSIS:**

This three-year agreement provides for a wage increase for all I.A.F.F. Bargaining Unit Members hired after 2009 in the amount of 2.5% for the years beginning October 2015, 2016 and 2017. For those Bargaining Unit Members hired before 2009 this agreement provides for wage increases effective October 1 of each year as follows, 4% in 2015, 2.5% in 2016 and 2.5% in 2017. The Bargaining Unit Members negotiated this wage increase to help reduce the disparity and compression within the department.

**STAFF RECOMMENDATION:**

Ratify the attached I.A.F.F. Bargaining Unit Agreement

**COMMISSION GOAL:**

N/A

**MOTION:**

**APPROVE RESOLUTION 2016-R-33, and ratify the I.A.F.F. agreement and authorize the City Manager to execute the agreement.**

**ATTACHMENTS:**

- IAFF Agreement changes (DOCX)
- IAFF Contract - Proposal Strike through and Underline August 9, 2016 (PDF)
- IAFF Final Agreement August 9 2016 (PDF)

**Resolution No. (ID # 1178)****I.A.F.F. BARGAINING UNIT AGREEMENT - RESOLUTION 2016-R-33****RESOLUTION 2016-R-33**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (I.A.F.F.) OCTOBER 1, 2015 - SEPTEMBER 30, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, negotiations between Management of the City of Holly Hill and representatives from the I.A.F.F. Bargaining Unit Members have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

**WHEREAS**, on July 28, 2016, Management was advised that the members of the I.A.F.F. voted in support of the proposed agreement.

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

**SECTION 1.** That the City Commission hereby ratifies the attached Agreement with the I.A.F.F. Bargaining Unit Members, as a three-year contract, effective October 1, 2015 and expiring on September 30, 2018.

**SECTION 2.** That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an 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 resolutions made in conflict with this Resolution are hereby repealed.

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

**APPROVED AND AUTHENTICATED this 9<sup>th</sup> day of AUGUST, 2016.**

**IAFF Agreement changes.**

Bargaining Unit Members was inserted wherever appropriate throughout the document.

**Article 1.**

Fire Lieutenant was added, Fire Captain and Division Chief was removed

**Article 3.**

Comp time for Union business was removed.

**Article 8.**

Change to Voting time off.

**Article 10.**

Military Leave was added to this section according to the F.S.S and FMLA was reduced to acknowledge F.S.S.

**Article 12.**

Changes to Bereavement Leave to allow for end of life and F.C. to approve any extension of time to use.

**Article 15.**

Partial Shift language added.

**Article 16.**

Eliminates SL.I.P.

**Article 18.**

Wages 2.5% for those hired after 2009; 4%, 2.5% and 2% for those hired before 2009.

Increase the Min. and Max of firefighter only by 2.5%

Added Lieutenant and eliminated Captain.

Identifies the inaccuracy in the Step Plan

Defines how wages increase are calculated

**Article 21.**

Maintained 180 day promotional probation period.

**Article 22.**

Acknowledges the status of two firefighters hired on the same day.

**Article 25.**

Adds \$5,000 for line of duty death.

**Article 27.**

Changes the delay in certain disciplinary action until Step 3 of a grievance.

**Article 33.**

Reduces pension contributions from 8% to 7%.

**Article 36.**

Adds non- tobacco use

**THE CITY OF HOLLY HILL, FLORIDA**  
**AND**  
**I.A.F.F. LOCAL # 3470**

**October 1, 201~~2~~5 – September 30, 201~~5~~8**

**Ratified by City Commission: ~~October 10, 2014~~ August 9, 2016**



## INDEX

|            |                                                      | PAGE      |
|------------|------------------------------------------------------|-----------|
|            | Agreement                                            | 4         |
| Article 1  | Union Recognition                                    | 5         |
| Article 2  | Management Rights                                    | 6-8       |
| Article 3  | Union Representative                                 | 9         |
| Article 4  | Union Business                                       | 10        |
| Article 5  | Union Activity                                       | 11        |
| Article 6  | Union Security and Check-Off                         | 12        |
| Article 7  | Bulletin Boards                                      | 13        |
| Article 8  | Voting                                               | 14        |
| Article 9  | Strikes                                              | 15-16     |
| Article 10 | Family and Medical Leave <u>&amp; MILITARY LEAVE</u> | <u>17</u> |
| Article 11 | Jury Duty                                            | 18        |
| Article 12 | Bereavement Leave                                    | 19        |
| Article 13 | Leave of Absence                                     | 20-21     |
| Article 14 | Holidays                                             | 22        |
| Article 15 | Vacation                                             | 23-24     |
| Article 16 | Sick Leave                                           | 25-26     |
| Article 17 | Hours of Work and Over Time                          | 27-28     |
| Article 18 | Wages                                                | 29-30     |

|            |                                                       |       |
|------------|-------------------------------------------------------|-------|
| Article 19 | Uniforms and Equipment                                | 31-32 |
| Article 20 | Promotional Vacancies                                 | 33    |
| Article 21 | Probationary Employees                                | 34    |
| Article 22 | Seniority                                             | 35    |
| Article 23 | Physical Examination & Worker's Compensation Benefits | 36-37 |
| Article 24 | Safety, Health and Physical Fitness                   | 38-39 |
| Article 25 | Health Insurance                                      | 40    |
| Article 26 | Working Out of Classification                         | 41    |
| Article 27 | Disciplinary Action                                   | 42    |
| Article 28 | Grievance and Arbitration Procedure                   | 43-46 |
| Article 29 | Education                                             | 47    |
| Article 30 | Personnel Rules & Regulations                         | 48    |
| Article 31 | Personnel Policies, Rules & Regulations               | 49    |
| Article 32 | Shift Exchange                                        | 50    |
| Article 33 | Firefighters Pension                                  | 51    |
| Article 34 | Miscellaneous Provision                               | 52    |
| Article 35 | Firefighter's Bill of Rights                          | 53    |
| Article 36 | Entire Agreement                                      | 54    |

## **AGREEMENT**

**THIS AGREEMENT** is entered into by and between the City of Holly Hill, hereinafter referred to as the "City" and the Holly Hill Professional Firefighters Association, Local 3470, IAFF, hereinafter referred to as the "Union".

### **WITNESSETH:**

**WHEREAS,** This Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

**WHEREAS,** This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

**WHEREAS,** This Agreement is entered into to promote a harmonious relationship between the Union and the City and to encourage more effective employee service in the public interest; and

**WHEREAS,** The Union understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Union recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

---

**ARTICLE 1****UNION RECOGNITION**

The City recognizes the Union as the exclusive collective bargaining representative for those employees in the following bargaining unit:

Included: All Fulltime Firefighters ~~EMT or Paramedic and~~ or Firefighter Paramedic  
~~Firefighter Trainee-Driver Engineer and Lieutenant~~  
~~Fire Driver Engineer, Fire Inspector/Investigator and Fire Captain~~

Excluded: ~~Fire Division Chief~~, Fire Chief

## ARTICLE 2

### MANAGEMENT RIGHTS

2.1 The Union recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

2.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter re-arrange, or change, extend, limit or curtail its operations or any part thereof unless specifically addressed in this Agreement.

2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important rights retained by management, the City shall have the following management rights:

- (a) To determine the size and composition of the work force, including the number or composition of ~~employee bargaining unit member~~ Bargaining Unit Member-s assigned to any particular operation, shift or turn;
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.

- (c) To hire, rehire, promote, lay-off and recall ~~employee bargaining unit member~~Bargaining Unit Member's;
- (d) To reward or reprimand, discharge or otherwise discipline an ~~employee bargaining unit member~~Bargaining Unit Member for just cause;
- (e) To evaluate, maintain, and/or improve the efficiency of ~~employee bargaining unit member~~Bargaining Unit Member-s;
- (f) To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work;
- (g) To determine the assignment of work;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to new facilities;
- (i) To require an ~~employee bargaining unit member~~Bargaining Unit Member —to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted.
- (k) To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked. Provided, that the City will give the Union seven (7) calendar days notice of any change;
- (l) To make or change rules, policies and practices not in direct conflict with any provision of this Agreement.
- (m) To assign overtime work.



2.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions with exception to where Florida law specifically requires such bargaining.

2.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.6 If it is determined by the City that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other extreme weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except monetary benefits.

2.7 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and the ~~employee bargaining unit member~~ Bargaining Unit Members at the discretion of the City may be required to perform duties not within their specific job descriptions.

### ARTICLE 3

#### UNION REPRESENTATIVE

The Employee Organization shall be represented by its President or his designee. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of President or his designee, subsequent to the execution of this Agreement.

A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

It is understood and agreed that any ~~employee bargaining unit member~~ Bargaining Unit Member functioning as a Union representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Fire Chief, City Manager or his designee and only after stating what Association duties are to be performed. If in the opinion of the ~~City Fire Chief~~ the above mentioned ~~employee bargaining unit member~~ Bargaining Unit Member is taking unreasonable time to conduct such business the ~~City Fire Chief~~ shall have the right to require the Association representative to return immediately to their productive City work.

~~Bargaining unit member Bargaining Unit Members may devote up to two hours compensatory time per year to be used by the Union representative to conduct Union business, to include attendance at meetings negotiation of contracts, grievance investigations and similar duties. If the pool of compensatory time is not sufficient, then the Union representative must perform the Association business without pay, or utilize vacation time, compensatory time, or time trades.~~

## ARTICLE 4

### UNION BUSINESS

The City will make available time off from work with pay for up to two (2) Union members, which shall include the grievant and witnesses when applicable, designated by the Union to take part in the following activities:

- A. Contract negotiations;
- B. Grievance proceedings and hearings;
- C. Disciplinary proceedings;
- D. Representation of ~~Bargaining Unit member~~Bargaining Unit Members at grievance of disciplinary hearing
- E. P.E.R.C. proceedings;
- F. Arbitration proceedings;
- G. Contract related court proceedings.

(Note: if any of the above activities can be conducted while the ~~employee~~bargaining unit member~~Bargaining Unit Member~~ is on duty (available for response), the City may allow the ~~employee~~bargaining unit member~~Bargaining Unit Member~~ to conduct the activity while on duty and suspend the ~~employee~~bargaining unit member~~Bargaining Unit Member~~'s non-emergency duty until the activity is concluded for the day.)

The employer will consider other requests from Union representatives for time off to engage in other

Union business or activities, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay or by utilizing vacation or using comp time, and the Employer's judgment as to its operating needs at any time may prevail, but such time shall not be unreasonably withheld.

## ARTICLE 5

### UNION ACTIVITY

Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union Representatives, as designated above, shall be able to talk with ~~employeebargaining unit member~~Bargaining Unit Member-s before or after regular working hours or during lunch hours and reduced activity times on designated areas of the property of the City. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, meeting or other activities of the Union on City time.

The City will allow union meetings to be held no more than one per month at Station 96 after 1700 hours. Said meetings are in no way to interrupt the operations of the Fire Department. The Union will also be given up to a maximum of one (1) hour with all new ~~employeebargaining unit member~~Bargaining Unit Member-s during the ~~employeebargaining unit member~~Bargaining Unit Member-s' forty (40) hour training session for introduction of the union and to address any questions the ~~employeebargaining unit member~~Bargaining Unit Member may have concerning the Union.

The City retains the right to refuse permission to hold any meeting on City property when the purpose of the meeting is considered to be insubordinate, or inflammatory towards the City, the Fire Department (including their leadership) or any other entity or person.

A complete list of accredited representatives shall be furnished to the Public Employer and any changes of these shall be promptly reported in writing to the City.

## ARTICLE 6

### UNION SECURITY AND CHECK-OFF

Upon receipt of a written authorization from an ~~employeebargaining unit member~~Bargaining Unit Member—covered by this Agreement, the City will deduct from the ~~employeebargaining unit member~~Bargaining Unit Member's pay the amount owed to the Union by such ~~employeebargaining unit member~~Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-four (24) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized office or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Public Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Public Employer will assess a charge of ten cents (\$.10) per ~~employeebargaining unit member~~Bargaining Unit Member each month in which dues are collected. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within thirty (30) days of remittance receipt or its belief with reasons stated therefore, that the remittance is incorrect.

Any ~~employeebargaining unit member~~Bargaining Unit Member—may withdraw his or her

membership in the Union upon written request and thirty- (30) days notice to both parties in writing.



## ARTICLE 7

### BULLETIN BOARDS

The Union shall be authorized use of a suitable bulletin board, at an agreed upon location.

The Union agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

All Union materials placed on the bulletin board shall be signed by the Employee Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials.

All costs incidental to preparation and posting of Union material shall be at the expense of the Union.

The Union is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

## ARTICLE 8

### VOTING

~~During a primary, general or special election an employee who is registered to vote, whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.~~

Employees are encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting. . When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.

## ARTICLE 9

### STRIKES

The Union and ~~bargaining unit member~~Bargaining Unit Members shall have no right to instigate, promote, sponsor engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each ~~employee~~bargaining unit memberBargaining Unit Member -who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

The Union, its officers, agents, steward and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the laws by other ~~employee~~bargaining unit memberBargaining Unit Members, and upon the request of the City, to encourage and direct ~~employee~~bargaining unit memberBargaining Unit Member-s violating this Article or the law to return to work, and to disavow the strike publicly.

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all ~~employee~~bargaining unit memberBargaining Unit Member-s who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.

The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notices, to suspend this Collective Bargaining Agreement and withdraw recognition from the Union.

## ARTICLE 10

### FAMILY AND MEDICAL LEAVE & MILITARY LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

~~The City agrees to abide by the Family and Medical Leave Act (FMLA) which was enacted into law on February 5, 1993.~~

~~In general, FMLA entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.~~

~~An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. Service member is defined as “spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.~~

Per year is defined as a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. ~~Employers covered by the law are required to maintain any pre-existing health coverage during the leave period and, once the leave period is concluded, to reinstate the employee to the same or an equivalent job. The employee will be responsible for payment of any dependent health coverage premiums. The City of Holly Hill Personnel Rules and Regulations, Section 9.2,~~

~~govern the provisions of this policy.~~

~~**NOTE:** An employee who sustains a job related injury will be governed by Article 23  
of this contract.~~

### MILITARY LEAVE

The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

## ARTICLE 11

### JURY DUTY

Permanent full-time ~~employeebargaining unit member~~Bargaining Unit Member-s shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of court identifying the date and release time. No ~~employeebargaining unit member~~Bargaining Unit Member -shall suffer a loss of straight time earnings for performance of jury duty.



## ARTICLE 12

### BEREAVEMENT LEAVE

The City agrees that when a death occurs in the immediate family of a bargaining unit ~~employeebargaining unit member~~Bargaining Unit Member -that ~~employeebargaining unit member~~Bargaining Unit Member shall receive two (2) shifts (48 hours) off without loss of pay or benefits. The City agrees that bereavement leave will not be charged against sick leave, vacation, holiday, or accumulated compensatory time for the 48-hour period. This 48 hours 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.- If under extraordinary circumstances the time to use Bereavement Leave needs to be extended, the Fire Chief has the discretion to extend Bereavement Leave up to an additional three (3) months with notice provided during the first three months.

Additionally, should a member of an ~~employeebargaining unit member~~Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, an ~~employeebargaining unit member~~Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the ~~employeebargaining unit member~~Bargaining Unit Member 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~~comp time leave, etc.).

If the funeral occurs outside of the State of Florida of an immediate family member, the Fire Chief shall have discretion to grant up to 48 additional hours off. The additional 48 hours may only be charged against sick leave, vacation leave, compensatory time or time off without pay.

The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, 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 ~~employeebargaining unit member~~Bargaining Unit Member or the ~~employeebargaining unit member~~Bargaining Unit Member's spouse.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of an ~~employeebargaining unit member~~Bargaining Unit Member's immediate family requires that the ~~employeebargaining unit member~~Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

Forty (40) hour ~~employeebargaining unit member~~Bargaining Unit Member-s shall follow the guidelines from the City of Holly Hill Personnel Rules and Regulations, set forth in Section 7 paragraph 7.6.

## ARTICLE 13

### LEAVE OF ABSENCE

The City Manager may grant an ~~employee bargaining unit member~~ Bargaining Unit Member -a leave of absence with or without pay for a period not to exceed twelve (12) months. Failure of any ~~employee bargaining unit member~~ Bargaining Unit Member to return to duty upon expiration of his leave of absence shall constitute the resignation of that ~~employee bargaining unit member~~ Bargaining Unit Member. Holidays, sick leave, vacation leave and any other benefits based on time spent in the employ of the City shall not accrue or be credited during a leave of absence without pay. The ~~employee bargaining unit member~~ Bargaining Unit Member may maintain their health insurance coverage by paying the total cost (~~employee bargaining unit member~~ Bargaining Unit Member -and employer) of their group insurance premium. Longevity increases, merit increases and increases for which an ~~employee bargaining unit member~~ Bargaining Unit Member may become eligible, based on whole or in part on length of service with the City, shall not be credited during any period of leave of absence without pay exceeding thirty (30) calendar days. An ~~employee bargaining unit member~~ Bargaining Unit Member shall return from leave of absence to the same step or rate of his salary range as at the time of commencement of leave of absence.

An ~~employee bargaining unit member~~ Bargaining Unit Member -covered hereunder may be given educational leave for the purpose of taking courses or attending conferences or seminars directly related to the ~~employee bargaining unit member~~ Bargaining Unit Member's work as determined by the Fire\_Chief and the City Manager. Requests for such educational leave must be approved in advance by the Fire Chief. The decision to grant or not to grant such educational leave and the determination

as to whether such leave will be compensated shall be the sole and exclusive function of the Fire Chief and the City Manager.

An ~~employee~~bargaining unit member~~Bargaining Unit Member~~ -granted educational leave with pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for ~~employee~~bargaining unit member~~Bargaining Unit Member~~-s on partially compensated or uncompensated educational leave shall be determined by the City Manager.

~~An employee who is a member of the National Guard or an organized military reserve unit of the United States, will be allowed a leave of absence with pay in accordance with applicable State and Federal laws when called to active duty or for training with the Armed Forces. During such period of leave with pay the employee's benefits shall continue in the same manner as if he were on active duty with the City.~~

#### MILITARY LEAVE

~~TYhe City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.~~

## ARTICLE 14

### HOLIDAYS

The City agrees to recognize the following as paid holidays for ~~bargaining unit employee~~bargaining unit memberBargaining Unit Members: Each holiday is equal to 12 hours from 8:00 am through 8:00 pm.

|                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Thanksgiving Day              |
| Good Friday            | Friday after Thanksgiving Day |
| Memorial Day           | Christmas Day                 |
| Independence Day       | Veterans Day                  |
| Martin Luther King Day | Labor Day                     |

One floating holiday designated by the City Commission

The ~~employee~~bargaining unit memberBargaining Unit Member who works on the holiday shall be compensated at straight time for the twenty-four (24) hour scheduled shift. In addition, ~~employee~~bargaining unit memberBargaining Unit Members who work on the holiday shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed. The holiday period allowed is defined as the first 12-hours of the shift from 8:00 am – 8:00 pm. Holidays for ~~shift employee~~bargaining unit memberBargaining Unit Members shall be recognized as the actual holiday.

~~Employee~~Bargaining unit memberBargaining Unit Members who do not work on the holiday will be compensated at straight time for the twelve (12) hour holiday period.

No other compensated time such as vacation, etc. may be substituted for the twelve (12) hour holiday period. The holiday period is to be worked or taken off as a holiday. The 12 hour Holiday period

~~cannot be split amongst two bargaining unit member~~Bargaining Unit Members. Up to four (4) holidays per year may be converted to compensatory time instead of being paid, at the ~~employee~~bargaining unit memberBargaining Unit Member's option, provided the total allowed accumulation of compensatory time is not exceeded.

## ARTICLE 15

### VACATION

~~Employee~~Bargaining unit memberBargaining Unit Member-s will accrue vacation hours on a bi-weekly, per pay period basis, in accordance with the following schedule, but such leave shall not be available for use until completion of six (6) months of employment.

~~Employee~~Bargaining unit memberBargaining Unit Member-s covered by this agreement shall be entitled to vacations as reflected in the following schedule:

| <u>YEARS</u> |             | <u>VACATION DAYS EARNED</u> |
|--------------|-------------|-----------------------------|
| 0 - 4        | 8.0 shift   | 192 hours                   |
| 5 - 9        | 9.5 shifts  | 228 hours                   |
| 10 - 14      | 11.0 shifts | 264 hours                   |
| 15 - 19      | 12.5 shifts | 300 hours                   |
| 20 - 24      | 14.0 shifts | 336 hours                   |
| 25 - 29      | 15.5 shifts | 372 hours                   |
| Over 29      | 17.0 shifts | 408 hours                   |

The maximum amount of vacation accrual is 1,080 hours for 24-hour shift ~~employee~~bargaining unit memberBargaining Unit Member-s.

Scheduling - Seniority shall be the determining factor in the scheduling of vacation time. The ~~employee bargaining unit member~~ Bargaining Unit Member -on shift with the most seniority shall have his/her choice of vacation dates. The senior ~~employee bargaining unit member~~ Bargaining Unit Member is not entitled to “bumping” a less senior ~~employee bargaining unit member~~ Bargaining Unit Member if a vacation request has been received and approved by the Fire Chief or Fire Division Chief in advance of a request submitted by the senior ~~employee bargaining unit member~~ Bargaining Unit Member.

Partial shift leave requests for bargaining unit ~~employee bargaining unit member~~ Bargaining Unit Member s shall be governed by the following. A request for a full shift leave will have preference over a request for a partial shift of leave.

Forty (40) hour ~~employee bargaining unit member~~ Bargaining Unit Member s shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.1.

No more than one-half of accrued vacation leave may be carried over to a succeeding anniversary year without written approval from both the Fire Chief and the City Manager. Upon termination with the City, ~~employee bargaining unit member~~ Bargaining Unit Member s will be entitled to all accrued vacation leave at the current rate of pay.

The City agrees to provide a Safety Day of twenty-four (24) hours which is governed and outlined in the Personnel Rules and Regulations, Section 7.5 regarding usage and accrual. The Safety Day must be used in a full twenty-four (24) hour time frame and cannot be used in increment hours.

## ARTICLE 16

### SICK LEAVE

~~EmployeeBargaining unit memberBargaining Unit Member~~s covered by this Agreement shall accrue sick leave at the rate of twelve (12) hours per month of service cumulative to 1,080 hours. Upon retirement or death, ~~employeebargaining unit memberBargaining Unit Member~~s (or their estate) will be paid for 100 percent of their accumulated sick leave, up to 1,080 hours.

If there is an abuse of sick leave (trend developed, or usage of sick leave as it is earned), the Public Employer may require the ~~employeebargaining unit memberBargaining Unit Member~~ -to present medical certification to substantiate any absence.

Any hours accrued after the 1080, will be used from the ~~employeebargaining unit memberBargaining~~



Unit Member—’s personal account only in the event of a serious illness or injury of the ~~employeebargaining unit member~~Bargaining Unit Member or the ~~employeebargaining unit member~~Bargaining Unit Member’s immediate family member. A serious illness or injury is defined as a catastrophic physical illness or injury which requires inpatient care at a hospital, hospice or medical facility for three (3) consecutive days or more and requires continued home health care for a period of six (6) weeks or more. All requests for the use of sick leave usage beyond the allotted 1,080 hours must be approved by the Division Chief, Fire Chief and City Manager.

~~EmployeeBargaining unit member~~Bargaining Unit Members will be required to present a medical certification to substantiate the absence. ~~EmployeeBargaining unit member~~Bargaining Unit Members must utilize the maximum accrued sick leave of 1,080 hours, prior to using additional accrued sick leave hours for this purpose.

Forty (40) hour ~~employeebargaining unit member~~Bargaining Unit Members shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.2.

Sick leave may be used by an ~~employeebargaining unit member~~Bargaining Unit Member—when incapacitated and unable to perform their duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the ~~employeebargaining unit member~~Bargaining Unit Member—’s immediate family. Immediate family is defined for this purpose as consisting of the ~~employeebargaining unit member~~Bargaining Unit Member—’s spouse, children, step-children, parents, or other dependent relative residing with the ~~employeebargaining unit member~~Bargaining Unit Member—on a permanent basis. The definition of immediate family member for this purpose only also extends to a member of the household by which the ~~employeebargaining unit member~~Bargaining Unit Member— has a domestic relationship. This list of applicable household members will be

required to be filed with the Human Resources Department.

Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP)

## ARTICLE 17

### HOURS OF WORK AND OVERTIME

The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided therein.

The basic work period for bargaining unit employees will consist of a fourteen (14) day cycle. The tour of duty will ~~normally~~ be 24 hours on and 48 hours off. Hours worked in an amount less than or equal to one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Vacation leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. If no regular hours are worked during a pay cycle, all hours will be paid at straight time and not entitled to overtime compensation. Sick leave, holiday (straight time), personal leave day, and worker's compensation leave shall not count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

For purposes of overtime calculations all state paid incentive pay is not used when determining the hourly rate.

Any employee who is called back to work (after he/she has departed the workplace) for any unscheduled or unplanned events or circumstances shall be paid at the rate of one and one-half for all

such hours worked, but in any event shall be guaranteed two hours minimum paid at such rate. This call-back pay can be converted to compensatory time.

Employees will be compensated for the actual hours of attendance when attending a required training class.

Should a shift employee voluntarily switch shifts with another shift employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation.

All such shift trading must be in accordance with Fire Department Policy concerning shift exchanges. At the discretion of the Fire Chief, (employees eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of one-hundred twenty hours (120 hours). Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

“The 120 hour limit” on accumulation of compensatory time will be monitored. If a Comp Time Earned Card is received with the time sheet and take the balance of accumulated compensatory time over 120 hours, all of that time on the card will be paid at the overtime rate.

Forty (40) hour employees shall be allowed to accumulate up to and not exceed forty (40) hours of compensatory time. If a comp time earned card is received with the time sheet and take the balance of accumulated compensatory time over forty (40) hours, all of that time on the card will be paid at the overtime rate

## ARTICLE 18

### WAGES

Effective the first full pay period following October 1, 2015 Bargaining Unit Members hired after January 1, 2009 shall receive a 2.5 % increase to their hourly salary for the fiscal years 2015/16, 2016/17, 2017/18. Bargaining Unit Members hired before January 1, 2009 will receive a wage increase effective the first full pay period according to the as following schedule, October 2015 = 4%, October 2016 = 2.5% and 2017 = 2%. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

~~Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP) The City and the Union agree to a 1% pay increase October first of 2012, a 3% pay increase October first of 2013, and a 2% pay increase October first of 2014. Employees will remain in their current step unless the pay increase, as stipulated above, moves them to the next step. — Effective October 1, 2012 the City and the Union agree to classify positions in accordance with the current Step Pay Plan (attached). Employees shall remain at the current pay grade and step and will not advance to the next step for the duration of the contract unless the annual pay increase moves them to the next step. The pay plan will maintain two and one half percent (2.5%) between steps in each pay grade.~~

~~The Union and the City agree that the title change of Fire Lieutenant to Fire Captain on August 13, 2008 was a title change only and will not be used for salary comparison purposes or salary increases.~~

The pay ranges for Paramedics includes \$4,200 annually which is calculated in the hourly base rate of pay based upon 2912 hours.

Employees who are promoted will receive a salary increase to the minimum of the pay grade closest step (rounding up) in the position classification of which they are promoted to, and will then advance five percent (5%) two (2) steps up to a maximum of a seven and a half (7.5%) percent increase or step 1 of the new pay level whichever is greater. Bargaining Unit Members who are promoted from Firefighter to Lieutenant will receive a salary increase to the minimum of the Lieutenant's pay grade or a maximum of Ten (10) % whichever is greater.

All wage provisions apply to the fiscal year beginning October 1, 2012 through the fiscal year ending September 30, 2015 and do not apply to any future years.

The City and the Union agree to a 1% pay increase October first of 2012, a 3% pay increase October first of 2013, and a 2% pay increase October first of 2014. Employees will remain in their current step unless the pay increase, as stipulated above, moves them to the next step. Effective October 1, 2012 the City and the Union agree to classify positions in accordance with the current Step Pay Plan (attached). Employees shall remain at the current pay grade and step and will not advance to the next step for the duration of the contract unless the annual pay increase moves them to the next step. The pay plan will maintain two and one-half percent (2.5%) between steps in each pay grade.

The Union and the City agree that the title change of Fire Lieutenant to Fire Captain on August 13, 2008 was a title change only and will not be used for salary comparison purposes or salary increases.

The pay ranges for Paramedics includes \$4,200 annually which is calculated in the hourly base rate of pay based upon 2912 hours.

~~Employees who are promoted will receive a salary increase to the closest step (rounding up) in the position classification of which they are promoted to, and will then advance two (2) steps up to a maximum of a seven and a half (7.5%) percent increase or step 1 of the new pay level whichever is greater.~~

~~All wage provisions apply to the fiscal year beginning October 1, 2012 through the fiscal year ending September 30, 2015 and do not apply to any future years.~~

**CITY OF HOLLY HILL  
2012/2013 CLASSIFICATION PLAN  
EFFECTIVE OCTOBER 1, 2012  
FIRE PERSONNEL**

| PAY<br>GRADE  |                                                      | SALARY RANGE                       |                                    |
|---------------|------------------------------------------------------|------------------------------------|------------------------------------|
|               |                                                      | MIN                                | MAX                                |
| F1            | Firefighter/EMT                                      | \$ <del>30,835</del> <u>31,606</u> | \$ <del>50,526</del> <u>49,294</u> |
| F1P           | Firefighter/Paramedic                                | \$35,290                           | \$56,417                           |
| <del>F2</del> | <del>Fire Inspector</del>                            | <del>\$36,123</del>                | <del>\$57,747</del>                |
| F3            | Fire Driver/Engineer/EMT                             | \$36,123                           | \$57,747                           |
| F3P           | Fire Driver Engineer/Paramedic                       | \$40,578                           | \$64,870                           |
| F4            | Fire <del>Captain</del> <u>Lieutenant</u> /EMT       | \$41,842                           | \$66,891                           |
| F4P           | Fire <del>Captain</del> <u>Lieutenant</u> /Paramedic | \$46,298                           | \$74,014                           |



## ARTICLE 19

### UNIFORMS AND EQUIPMENT

~~The City will provide to all employees as needed the following clothing as needed:~~ \_\_\_\_\_

~~1~~ Blue Dress shirt (one long sleeve)

~~3~~ Pants \*\*

~~5~~ Golf Shirts

~~5~~ T-shirts

~~1~~ Pair of Uniform Boots\*

~~1~~ Fire Department Badge

~~1~~ Name Tag

~~1~~ Jacket

~~1~~ Belt

~~1~~ Rain Jacket and Pants

~~1~~ ~~e~~ Complete set of Bunker Gear (NFPA approved)

~~1~~ ~~p~~ Pair of shorts for physical training

Baseball cap

~~If any clothing is damaged in the performance of duty, (not showing negligence on the part of the employee) the City shall replace the damaged uniform as soon as possible, (within thirty (30) days of the time the damage article was reported to the Division Chief).~~

\* The ~~unit employee~~ bargaining unit member Bargaining Unit Member must purchase a pair of uniform boots which must be a style approved by the City. The City will ~~reimburse~~ pay the ~~unit~~

~~employee bargaining unit member~~ Bargaining Unit Member ~~up to~~ \$120.00 for this one pair of selected boots, one pair of winter gloves and one winter type hat with F.D. insignia, with approval of the Fire Chief. The purchase shall be annually starting October 2009 and continuing throughout this agreement. The Union shall choose a uniform boot that will coincide with the uniform of the day, with the only color option being black. All boots must be purchased between October 1 and December 31 each year of this agreement.

~~\*\* Forty (40) hour employees shall receive five (5) pairs of pants.~~

## ARTICLE 20

### PROMOTIONAL VACANCIES

Notice of a promotional vacancy in an existing position filled by ~~an employee~~bargaining unit memberBargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards.

Any ~~employee~~bargaining unit memberBargaining Unit Member of the City who has completed his or her probationary period of one year who is interested in filling the vacancy shall apply in writing to be considered for the position in accordance with the posted notice for such position. The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.

The City agrees that the probationary period shall be six months duration of active duty. Where a probationary ~~employee~~bargaining unit memberBargaining Unit Member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

## ARTICLE 21

### PROBATIONARY EMPLOYEES

All new members in the Department shall be classified as probationary ~~employee~~bargaining unit member~~Bargaining Unit Member~~-s for the first three hundred and sixty five (365) calendar days of continuous, uninterrupted employment during which time such ~~employee~~bargaining unit member~~Bargaining Unit Member~~s may be laid-off, disciplined, or discharged at the sole discretion of the City.— Probationary ~~employee~~bargaining unit member~~Bargaining Unit Member~~s are not entitled to Union protection. Shorter periods of employment shall not be cumulative. ~~Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the provisions of Article 6.~~

Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted ~~employee~~bargaining unit member~~Bargaining Unit Member~~ is found not to have the aptitude or ability for the position to which he was promoted, the ~~employee~~bargaining unit member~~Bargaining Unit Member~~ will be moved to an open available position ~~returned to his former classification, if a vacant position is available, and all moves made as a result of his promotion shall be reversed~~

including the termination of a newly hired employee.

## ARTICLE 22

### SENIORITY

Definition - Seniority shall be defined as a length of employment with the City of Holly Hill itself.

Seniority shall be acquired by a full time ~~employeebargaining unit member~~Bargaining Unit Member after completion of a one (1) year probationary period at which time seniority shall be retroactive to the first day of employment. All newly hired ~~employeebargaining unit member~~Bargaining Unit Member-s shall remain in a probationary status until successful completion of the probation period. The probation period shall not exceed one (1) year.

**Accumulation** - Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave (except leave without pay).

**Break in Seniority** - Seniority shall be broken when an ~~employeebargaining unit member~~Bargaining Unit Member -(a) is terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

**Retention Register** -

A. In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the ~~employeebargaining unit member~~Bargaining Unit Member -lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with reinstatement privilege.

B. When ties exist on the retention register, seniority, work performance and attitude shall be used to

determine the order of separation.

C. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the provisions of Article 6.

## ARTICLE 23

### PHYSICAL EXAMINATION & WORKERS COMPENSATION BENEFITS

A permanent ~~employeebargaining unit member~~Bargaining Unit Member- covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440, Workers Compensation.

At the request of the Fire Chief, the City Manager may direct any ~~employeebargaining unit member~~Bargaining Unit Member covered hereunder to submit to a physical and/or mental examination conducted by a physician. The sole purpose of such examination shall be to determine whether the ~~employeebargaining unit member~~Bargaining Unit Member has a physical or mental disability which impairs his effectiveness as a firefighter, limits his ability to perform his assigned duties or make his continuation in his job a danger to himself, the public or other department ~~employeebargaining unit member~~Bargaining Unit Member-s. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the ~~employeebargaining unit member~~Bargaining Unit Member- shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the ~~employeebargaining unit member~~Bargaining Unit Member to continue with his normal duties, reassign the ~~employeebargaining unit member~~Bargaining Unit Member to other duties with the City at a rate of pay consistent with the City pay



plan or temporarily remove the ~~employeebargaining unit member~~Bargaining Unit Member from City service. Should the ~~employeebargaining unit member~~Bargaining Unit Member be temporarily removed from City service during the period of time specified for the correction of his disability, the ~~employeebargaining unit member~~Bargaining Unit Member may utilize his vacation leave, sick leave or leave without pay for the correctional period. However, if the ~~employeebargaining unit member~~Bargaining Unit Member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

2. If in the opinion of the designated physician, the disability cannot be corrected, the City Manager in consultation with the Fire Chief shall attempt to place the ~~employeebargaining unit member~~Bargaining Unit Member in another City position which, in the City Manager's discretion, the ~~employeebargaining unit member~~Bargaining Unit Member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the ~~employeebargaining unit member~~Bargaining Unit Member or place the ~~employeebargaining unit member~~Bargaining Unit Member in a position at a rate of pay consistent with the City Pay Plan which, in the City Manager's discretion, need not be filled. If the City Manager determines that the ~~employeebargaining unit member~~Bargaining Unit Member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the ~~employeebargaining unit member~~Bargaining Unit Member, once placed in another

position, is unable to perform satisfactorily in that position, the City shall separate the ~~employee bargaining unit member~~ Bargaining Unit Member from the City's service either through retirement, available under the City retirement system, or through dismissal.

Nothing contained in this Article shall apply to disabilities, which occurred prior to the effective date of this Agreement.

## ARTICLE 24

### SAFETY, HEALTH AND PHYSICAL FITNESS

#### I. PURPOSE

As part of its commitment to safeguard the safety, health and physical fitness of its ~~employeebargaining unit member~~Bargaining Unit Member-s, to provide a safe place for its employees to work, and to promote physical fitness for its ~~employeebargaining unit member~~Bargaining Unit Member-s, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of ~~employeebargaining unit member~~Bargaining Unit Member-s. The City further agrees to promote physical fitness by providing time, equipment and educational material and classes whenever practical.

#### II. SAFETY

All protective devices, wearing apparel and other equipment, all as deemed reasonable and prudent by the City to protect ~~employeebargaining unit member~~Bargaining Unit Member-s from injury, shall be provided by the City. Such protective devices, apparel and equipment when provided, must be used. The Union agrees that neglect or failure by a ~~n~~ ~~employeebargaining unit member~~Bargaining Unit Member -to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

The fire station, all equipment and apparatus shall be maintained in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause

injuries. All ~~employeebargaining unit member~~Bargaining Unit Member s are to report any and all unsafe conditions to the Fire Chief whenever found, immediately.

The Union may consult with the City's safety representative and make recommendations in safety matters.

### III. HEALTH

Each ~~bargaining unit employeebargaining unit member~~Bargaining Unit Member -shall complete an annual physical examination. All costs associated with the physical examination shall be the responsibility of the ~~employeebargaining unit member~~Bargaining Unit Member-. Each ~~\_bargaining unit-~~ must provide proof that a physical examination has been completed by a certified medical physician no later than September 30<sup>th</sup> of each contract year. The City will subscribe to health and fitness publications, which shall be made available to the ~~employeebargaining unit member~~Bargaining Unit Member s on duty. Such publications shall remain the property of the City and shall be maintained at the fire station. These publications shall be used by the ~~employeebargaining unit member~~Bargaining Unit Member s to better understand the benefits of proper health, diet and general physical fitness.

### IV. PHYSICAL FITNESS

The City shall provide at least sixty (60) minutes each shift for every ~~employeebargaining unit member~~Bargaining Unit Member -to participate in a physical fitness exercise of their choice. Such exercise is required and should be of a nature to improve the individual physical fitness of the ~~employeebargaining unit member~~Bargaining Unit Member-. Such exercises shall consist of, but not be limited to one or more of the following: walking, running, aerobic calisthenics, nautilus, non-competitive basketball, non-competitive tennis and non-

competitive racquetball. ~~Unit employee bargaining unit member~~ Bargaining Unit Members may use the pool for swimming exercises, nautilus training equipment, basketball, tennis and racquetball courts at the City's gymnasium. ~~Approval by the Recreation Director is required to use the pool and basketball facilities.~~ In the event that the amount of emergency calls for the shift are extreme or the shift has training that is physically demanding, the physical fitness time for the shift shall be suspended at the discretion of the shift commander.

## ARTICLE 25

### HEALTH INSURANCE

The City agrees to provide hospital and medical coverage for the ~~employeebargaining unit member~~Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest ~~employeebargaining unit member~~Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.
- c). The City agrees to maintain a term life insurance policy for each ~~employeebargaining unit member~~Bargaining Unit Member covered by this Agreement equal to the ~~employeebargaining unit member~~Bargaining Unit Member's annual base salary up to \$50,000.00. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.
- d) The City will pay \$5,000.00 toward the funeral and burial expense of any law enforcement officer of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which ~~employeebargaining unit member~~Bargaining Unit Member-'s beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

## ARTICLE 26

### WORKING OUT OF CLASSIFICATION

An ~~employeebargaining unit member~~Bargaining Unit Member who works out of his or her classification for at least one full 24-hour shift in a classification which pays a higher rate than that of his or her own classification, shall be entitled to a five (5%) increase in pay during the period of such temporary assignment. Under no circumstances shall an ~~employeebargaining unit member~~Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Out-of-class pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

The City may select any ~~employeebargaining unit member~~Bargaining Unit Member -from a lower classification to temporarily fill a higher classification position.

An ~~employeebargaining unit member~~Bargaining Unit Member who is temporarily assigned to a position of higher rank for a period of more than thirty (30) calendar days shall be entitled to the salary pertaining to that rank or position for the period of time the ~~employeebargaining unit member~~Bargaining Unit Member is so assigned.

If the ~~employeebargaining unit member~~Bargaining Unit Member- selected for a temporary position is not selected to the permanent position, this ~~employeebargaining unit member~~Bargaining Unit Member shall be returned to his previous classification and pay rate.

## ARTICLE 27

### DISCIPLINARY ACTION

In the event an ~~employee~~bargaining unit memberBargaining Unit Member -is discharged, suspended or demoted, the City agrees that they shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

Upon request, an ~~employee~~bargaining unit memberBargaining Unit Member - may obtain a copy of any statement which they personally have given to the City or the department in connection with any investigation based upon which disciplinary action can or will be taken against the ~~employee~~bargaining unit memberBargaining Unit Member-. At the time of such request, the ~~employee~~bargaining unit memberBargaining Unit Member - shall be required to pay all costs relating to the copy of their statement.

In the event an ~~employee~~bargaining unit memberBargaining Unit Member -becomes the subject of the formal departmental or City investigation arising from a citizen complaint or allegation, the department or the City, whichever is appropriate, shall notify the ~~employee~~bargaining unit memberBargaining Unit Member -of the disposition of the complaint upon the conclusion of the formal investigation.

~~No discipline, except demotion and termination, shall become effective until such time that a bargaining unit member~~Bargaining Unit Member's appeal process is completed or until such time for an appeal has expired. No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance



process or such time for a grievance has expired.

## ARTICLE 28

### GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Disciplinary actions that can be grieved are limited to – suspensions, demotions and terminations.

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the ~~employee bargaining unit member~~ Bargaining Unit Member’s or member of management’s return from compensated leave in each Step of this process:

**Step 1.** The grievant or the Union shall present in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. (Working days are defined as Monday through Friday). The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

**Step 2.** If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself,

his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date.

**Step 3.** If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The City Manager or his or her designee shall notify the grievant in writing of his or her decision not later than ten (10) working days following the meeting date.

**Step 4.** If a grievance as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the American Arbitration Association with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator. It should be noted that nothing contained in this Article shall prevent any ~~employee bargaining unit member~~ Bargaining Unit Member -covered by this Agreement from processing his or her own grievance unassisted through this grievance procedure.

The arbitration shall be conducted under the rules of the American Arbitration Association subject to the following:

- a. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement;
- b. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or

- otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement;
  - d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
  - e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing. and shall be final and binding upon both parties; however, either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.
  - f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

The time indicated on all steps may be extended by mutual agreement in writing.

When a grievance is reduced to writing there shall be set forth;

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this Agreement claim to have violated; and
3. The remedy or correction requested.

A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the ~~employee bargaining unit member~~ Bargaining Unit Member to proceed to the next step.

The settlement of any grievance resulting in retroactive adjustment shall be limited to the five (5) working days prior to filing the grievance in Step 1.

## ARTICLE 29

### EDUCATION

When the best interest of the City is served by seminars, or classes, the Fire Chief may recommend to the City Manager that the City bear the cost of text books and tuition required in accordance with the City's educational reimbursement policy, a copy of same being attached hereto and incorporated by reference. The Fire Chief has the authority to approve any course in accordance with the guidelines as set forth in Section 8.2, Educational Reimbursement, of the Personnel Rules and Regulations, dated ~~August, 2007~~ for probationary and permanent, full-time ~~bargaining unit employee~~bargaining unit memberBargaining Unit Member-s. The total cost shall not exceed \$1,200 per fiscal year for each ~~bargaining unit employee~~bargaining unit memberBargaining Unit Member-. Final approval must be granted by the City Manager.

~~Fire Captains only:~~Lieutenants—The City shall provide training for in-state conferences to provide continuing education for either EMS or Fire Science related classes or seminars, not to exceed \$1,200.00 per employee per year during the first, second and third year of this contract. This shall be education above and beyond normal recertification classes that are needed to maintain current levels of certification. Each officer shall rotate the year of training. Example: 2012/2013– A Shift Captain, 2013/2014 – B and C Shift Captain and 2014/2015- full-time Captain of Fire Prevention. Each eligible employee may switch year of attending training, working schedule around their own re-certification due date.

All portions of this article can be restricted due to budgetary constraints as determined by the City

Manager.

## ARTICLE 30

### PERSONNEL RULES AND REGULATIONS

Unless specifically addressed in this Contract, the City of Holly Hill Personnel Rules and Regulations, dated, ~~August, 2007~~, shall govern the hiring, promotion, and termination of ~~employee bargaining unit member~~ Bargaining Unit Member-s. The City of Holly Hill Personnel Rules and Regulations, dated ~~August, 2007~~, and any amendments as adopted by the City Commission, shall also govern the Drug Free Workplace Policy. However, the grievance procedure set forth in the Civil Service Act and Civil Service Ordinance shall not apply to this bargaining unit contract. The City and the Union agree that Article 27 of this contract defines the grievance and arbitration procedure to be utilized by ~~bargaining unit employee bargaining unit member~~ Bargaining Unit Member-s.

## ARTICLE 31

### PERSONNEL POLICIES, RULES & REGULATIONS

Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the ~~employee bargaining unit member~~ Bargaining Unit Member-s covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Standard Operating Procedures, and/or Standard Operating Guidelines, and/or the General Order manual, it shall ~~mail e-mail, in pdf format, or deliver~~ a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by ~~certified or registered~~ mail e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.

Amendments, revisions or modification of rules, regulations, SOP's, SOG's, General Orders or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.

The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.



**ARTICLE 32****SHIFT EXCHANGE**

The City agrees to shift exchanges being granted upon approval by the Shift Officers involved. Final approval shall be from the Fire Chief. All shift exchanges will be completed within thirty (30) days of the date of the primary exchange and will be repaid in exact hours unless authorized by the Fire Chief.

## ARTICLE 33

### FIREFIGHTERS PENSION

The provisions and guidelines are set forth in Ordinance Number 2788 which was adopted by City Commission on December 12, 2006. The changes to the Firefighters' Pension listed below will become effective on October 1, 2009:

Sec. 42-83. Benefit amounts and eligibility.

- (g). Supplemental retirement benefit. Each retiree, not including DROP participants shall receive a monthly retiree supplemental retirement payment equal to the number of years of credited service completed at the time of the member's retirement, not including years in the DROP, multiplied by \$19.00, of which shall commence as of the date upon which such member commences retirement, and which shall continue thereafter until the first day of the month next following the member's attainment of "retirement age", as such term is defined by 42 U.S.C. Section 416(L).
- (h). Deferred retirement option program.
  - (8) Maximum participation: A member may participate in the DROP for a maximum of five years (60 months). At the conclusion of the five years, the member's city employment shall be terminated due to retirement, pursuant to this section.

Sec. 42-85. Contributions

- (a). Member contributions.
  - (1). Amount. Effective ~~retroactively on October 1, 2009~~ October 1, 2015, each member of the Firefighter Pension System shall be required to make regular contributions to the fund in the amount of ~~eight-seven (7)~~ percent of his/her salary.

## ARTICLE 34

### MISCELLANEOUS PROVISION

1. If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.
2. All appendices and amendments of this Contract shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Contract.
3. All rights, privileges, and working conditions enjoyed by the ~~employee bargaining unit member~~Bargaining Unit Members at the present time which are not included in this agreement, and which are not reserved by the City under management rights or included in the City's SOP, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.
4. The agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ARTICLE 35****FIREFIGHTER'S BILL OF RIGHTS**

The City and the Union agree to abide by the Firefighter's Bill of Rights, Florida Statutes, Section 112.80.

## ARTICLE 36

### TOBACCO USE

36.1 All ~~bargaining unit employee~~~~bargaining unit member~~Bargaining Unit Member s are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. ~~Unit employee~~~~Bargaining unit member~~Bargaining Unit Member s will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense  
For the purpose of Article 36, “Smoking” means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of an electronic cigarette or any other device intended to simulate lighted tobacco use.

“Tobacco products” means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobacco products like orbs (dissolvable tobacco pellets), sticks, and strips or any other forms of ignitable or smokeless tobacco.

ARTICLE 37**ENTIRE AGREEMENT**

This agreement shall remain in effect for a three-year period beginning October 1, ~~2012-2015~~ and continuing through September 30, ~~2015~~2018. Either party shall have the right to request to open Article 18 Wages and one (1) other opener during the second and third year of the contract. Either party must notify the other party by written notice no later than February 1 to renegotiate for the proceeding contract period. In the event that no such notice is given, negotiations shall begin no later than March 1.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on this 10th day of October, 2014.

FOR: International Association of Firefighters (I.A.F.F.) Local #3470      FOR: City of Holly Hill, Florida

\_\_\_\_\_  
Kyle Zimmerman, President

\_\_\_\_\_  
~~Roy Johnson~~ John Penny, Mayor

\_\_\_\_\_  
Glenn ~~Vliet~~ Olson, Vice President

\_\_\_\_\_  
~~Kurt Swartzlander~~  
Joseph Forte, ~~Interim~~ City Manager

\_\_\_\_\_  
Brandon Davis, Secretary

\_\_\_\_\_  
Jim Bland, Fire Chief

\_\_\_\_\_  
~~Sandy Fenwick~~ Diane Cole, Human Resources Manager

**THE CITY OF HOLLY HILL, FLORIDA**  
**AND**  
**I.A.F.F. LOCAL # 3470**

**October 1, 2015 – September 30, 2018**

**Ratified by City Commission: August 9, 2016**



|            | INDEX                                     | PAGE  |
|------------|-------------------------------------------|-------|
|            | Cover Page                                | 1     |
|            | Index                                     | 2-3   |
|            | Agreement                                 | 4     |
| Article 1  | Union Recognition                         | 5     |
| Article 2  | Management Rights                         | 6-8   |
| Article 3  | Union Representative                      | 9     |
| Article 4  | Union Business                            | 10    |
| Article 5  | Union Activity                            | 11    |
| Article 6  | Union Security and Check-Off              | 12    |
| Article 7  | Bulletin Boards                           | 13    |
| Article 8  | Voting                                    | 14    |
| Article 9  | Strikes                                   | 15-16 |
| Article 10 | Family and Medical Leave & MILITARY LEAVE | 17    |
| Article 11 | Jury Duty                                 | 18    |
| Article 12 | Bereavement Leave                         | 19-20 |
| Article 13 | Leave of Absence                          | 21-22 |
| Article 14 | Holidays                                  | 23    |
| Article 15 | Vacation                                  | 24-25 |
| Article 16 | Sick Leave                                | 26-27 |
| Article 17 | Hours of Work and Over Time               | 28-29 |
| Article 18 | Wages                                     | 30-31 |

|            |                                                       |       |
|------------|-------------------------------------------------------|-------|
| Article 19 | Uniforms and Equipment                                | 32    |
| Article 20 | Promotional Vacancies                                 | 33    |
| Article 21 | Probationary Employees                                | 34    |
| Article 22 | Seniority                                             | 35-36 |
| Article 23 | Physical Examination & Worker's Compensation Benefits | 37-38 |
| Article 24 | Safety, Health and Physical Fitness                   | 39-40 |
| Article 25 | Health Insurance                                      | 41    |
| Article 26 | Working Out of Classification                         | 42    |
| Article 27 | Disciplinary Action                                   | 43    |
| Article 28 | Grievance and Arbitration Procedure                   | 44-47 |
| Article 29 | Education                                             | 48    |
| Article 30 | Personnel Rules & Regulations                         | 49    |
| Article 31 | Personnel Policies, Rules & Regulations               | 50    |
| Article 32 | Shift Exchange                                        | 51    |
| Article 33 | Firefighters Pension                                  | 52    |
| Article 34 | Miscellaneous Provision                               | 53    |
| Article 35 | Firefighter's Bill of Rights                          | 54    |
| Article 36 | Tobacco Use                                           | 55    |
| Article 37 | Entire Agreement                                      | 56    |
|            | Signature Page                                        | 57    |

## **AGREEMENT**

**THIS AGREEMENT** is entered into by and between the City of Holly Hill, hereinafter referred to as the "City" and the Holly Hill Professional Firefighters Association, Local 3470, IAFF, hereinafter referred to as the "Union".

### **WITNESSETH:**

**WHEREAS,** This Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

**WHEREAS,** This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

**WHEREAS,** This Agreement is entered into to promote a harmonious relationship between the Union and the City and to encourage more effective employee service in the public interest; and

**WHEREAS,** The Union understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Union recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

## ARTICLE 1

### UNION RECOGNITION

The City recognizes the Union as the exclusive collective bargaining representative for those employees in the following bargaining unit:

Included: All Fulltime Firefighter/EMT, Fire Driver Engineer, Fire Inspector and Lieutenant.

Excluded: Fire Chief and all other employees of the City of Holly Hill.

## ARTICLE 2

### MANAGEMENT RIGHTS

**2.1** The Union recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

**2.2** The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter re-arrange, or change, extend, limit or curtail its operations or any part thereof unless specifically addressed in this Agreement.

**2.3** Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important rights retained by management, the City shall have the following management rights:

- (a) To determine the size and composition of the work force, including the number or composition of Bargaining Unit Members assigned to any particular operation, shift or turn;
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, rehire, promote, lay-off and recall Bargaining Unit Members;
- (d) To reward or reprimand, discharge or otherwise discipline a Bargaining Unit Member

for just cause;

- (e) To evaluate, maintain, and/or improve the efficiency of Bargaining Unit Members;
- (f) To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work;
- (g) To determine the assignment of work;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to new facilities;
- (i) To require a Bargaining Unit Member to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted.
- (k) To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked. Provided, that the City will give the Union seven (7) calendar days notice of any change;
- (l) To make or change rules, policies and practices not in direct conflict with any provision of this Agreement.
- (m) To assign overtime work.

**2.4** The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions with exception to where Florida law specifically requires such bargaining.

**2.5** The City's failure to exercise any function or right hereby reserved to it, or its exercising any

function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**2.6** If it is determined by the City that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other extreme weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except monetary benefits.

**2.7** It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and the Bargaining Unit Member at the discretion of the City may be required to perform duties not within their specific job descriptions.

### ARTICLE 3

#### UNION REPRESENTATIVE

The Employee Organization shall be represented by its President or his designee. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of President or his designee, subsequent to the execution of this Agreement.

A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

It is understood and agreed that any Bargaining Unit Member functioning as a Union representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Fire Chief, City Manager or his designee and only after stating what Association duties are to be performed. If in the opinion of the Fire Chief the above mentioned Bargaining Unit Member is taking unreasonable time to conduct such business the Fire Chief shall have the right to require the Association representative to return immediately to their productive City work.

Bargaining Unit Member



## ARTICLE 4

### UNION BUSINESS

The City will make available time off from work with pay for up to two (2) Union members, which shall include the grievant and witnesses when applicable, designated by the Union to take part in the following activities:

- A. Contract negotiations;
- B. Grievance proceedings and hearings;
- C. Disciplinary proceedings;
- D. Representation of Bargaining Unit Members at grievance of disciplinary hearing
- E. P.E.R.C. proceedings;
- F. Arbitration proceedings;
- G. Contract related court proceedings.

(Note: if any of the above activities can be conducted while the Bargaining Unit Member is on duty (available for response), the City may allow the Bargaining Unit Member to conduct the activity while on duty and suspend the Bargaining Unit Member 's non-emergency duty until the activity is concluded for the day.)

The employer will consider other requests from Union representatives for time off to engage in other Union business or activities, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay or by utilizing vacation or using comp time, and the Employer's judgment as to its operating needs at any time may prevail, but such time shall not be unreasonably withheld.

## ARTICLE 5

### UNION ACTIVITY

Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union Representatives, as designated above, shall be able to talk with Bargaining Unit Members before or after regular working hours or during lunch hours and reduced activity times on designated areas of the property of the City. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, meeting or other activities of the Union on City time.

The City will allow union meetings to be held no more than one per month at Station 96 after 1700 hours. Said meetings are in no way to interrupt the operations of the Fire Department. The Union will also be given up to a maximum of one (1) hour with all new Bargaining Unit Members during the Bargaining Unit Members' forty (40) hour training session for introduction of the union and to address any questions the Bargaining Unit Member may have concerning the Union.

The City retains the right to refuse permission to hold any meeting on City property when the purpose of the meeting is considered to be insubordinate, or inflammatory towards the City, the Fire Department (including their leadership) or any other entity or person.

A complete list of accredited representatives shall be furnished to the Public Employer and any changes of these shall be promptly reported in writing to the City.

## ARTICLE 6

### UNION SECURITY AND CHECK-OFF

Upon receipt of a written authorization from a Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member 's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-four (24) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized office or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Public Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Public Employer will assess a charge of ten cents (\$.10) per Bargaining Unit Member each month in which dues are collected. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within thirty (30) days of remittance receipt or its belief with reasons stated therefore, that the remittance is incorrect.

Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty- (30) days notice to both parties in writing.

## ARTICLE 7

### BULLETIN BOARDS

The Union shall be authorized use of a suitable bulletin board, at an agreed upon location.

The Union agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

All Union materials placed on the bulletin board shall be signed by the Employee Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials.

All costs incidental to preparation and posting of Union material shall be at the expense of the Union.

The Union is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

## ARTICLE 8

### VOTING

When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.

## ARTICLE 9

### STRIKES

The Union and Bargaining Unit Members shall have no right to instigate, promote, sponsor engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each Bargaining Unit Member who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

The Union, its officers, agents, steward and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the laws by other Bargaining Unit Members, and upon the request of the City, to encourage and direct Bargaining Unit Members violating this Article or the law to return to work, and to disavow the strike publicly.

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all Bargaining Unit Members who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.

The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notices, to suspend this Collective Bargaining Agreement and withdraw recognition from the Union.

## ARTICLE 10

### FAMILY AND MEDICAL LEAVE & MILITARY LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

Per year is defined as a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

#### MILITARY LEAVE

The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.



## ARTICLE 11

### JURY DUTY

Permanent full-time Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of court identifying the date and release time. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty.

## ARTICLE 12

### BEREAVEMENT LEAVE

The City agrees that when a death occurs in the immediate family of a bargaining unit Bargaining Unit Member that Bargaining Unit Member shall receive two (2) shifts (48 hours) off without loss of pay or benefits. The City agrees that bereavement leave will not be charged against sick leave, vacation, holiday, or accumulated compensatory time for the 48-hour period. This 48 hours 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. If under extraordinary circumstances the time to use Bereavement Leave needs to be extended, the Fire Chief has the discretion to extend Bereavement Leave up to an additional three (3) months with notice provided during the first three months.

Additionally, should a member of an Bargaining Unit Member's immediate family suffer from a terminal illness or

be placed in hospice care, an Bargaining Unit Member may utilize bereavement leave in advance in order to provide

support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member 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, comp time leave, etc.).

If the funeral occurs outside of the State of Florida of an immediate family member, the Fire Chief shall have discretion to grant up to 48 additional hours off. The additional 48 hours may only be charged against sick leave, vacation leave, compensatory time or time off without pay.

The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-

Law, Sister-in-Law, 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 Bargaining Unit Member or the Bargaining Unit Member 's spouse.

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

Forty (40) hour Bargaining Unit Members shall follow the guidelines from the City of Holly Hill Personnel Rules and Regulations, set forth in Section 7 paragraph 7.6.

## ARTICLE 13

### LEAVE OF ABSENCE

The City Manager may grant a Bargaining Unit Member a leave of absence with or without pay for a period not to exceed twelve (12) months. Failure of any Bargaining Unit Member to return to duty upon expiration of his leave of absence shall constitute the resignation of that Bargaining Unit Member. Holidays, sick leave, vacation leave and any other benefits based on time spent in the employ of the City shall not accrue or be credited during a leave of absence without pay. The Bargaining Unit Member may maintain their health insurance coverage by paying the total cost (Bargaining Unit Member and employer) of their group insurance premium. Longevity increases, merit increases and increases for which a Bargaining Unit Member may become eligible, based on whole or in part on length of service with the City, shall not be credited during any period of leave of absence without pay exceeding thirty (30) calendar days. A- Bargaining Unit Member Bargaining Unit Member shall return from leave of absence to the same step or rate of his salary range as at the time of commencement of leave of absence.

A Bargaining Unit Member covered hereunder may be given educational leave for the purpose of taking courses or attending conferences or seminars directly related to the Bargaining Unit Member's work as determined by the Fire\_Chief and the City Manager. Requests for such educational leave must be approved in advance by the Fire Chief. The decision to grant or not to grant such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Fire Chief and the City Manager.

A Bargaining Unit Member granted educational leave with pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for Bargaining Unit Members on partially compensated or uncompensated educational

leave shall be determined by the City Manager.

## ARTICLE 14

### HOLIDAYS

The City agrees to recognize the following as paid holidays for Bargaining Unit Member s: Each holiday is equal to 12 hours from 8:00 am through 8:00 pm..

|                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Thanksgiving Day              |
| Good Friday            | Friday after Thanksgiving Day |
| Memorial Day           | Christmas Day                 |
| Independence Day       | Veterans Day                  |
| Martin Luther King Day | Labor Day                     |

One floating holiday designated by the City Commission

The Bargaining Unit Member who works on the holiday shall be compensated at straight time for the twenty-four (24) hour scheduled shift. In addition, Bargaining Unit Member s who work on the holiday shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed. The holiday period allowed is defined as the first 12-hours of the shift from 8:00 am – 8:00 pm. Holidays for Bargaining Unit Member s shall be recognized as the actual holiday.

Bargaining Unit Member s who do not work on the holiday will be compensated at straight time for the twelve (12) hour holiday period.

No other compensated time such as vacation, etc. may be substituted for the twelve (12) hour holiday period. The holiday period is to be worked or taken off as a holiday. The 12 hour Holiday period cannot be split amongst two Bargaining Unit Members. Up to four (4) holidays per year may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.

## ARTICLE 15

### VACATION

Bargaining Unit Members will accrue vacation hours on a bi-weekly, per pay period basis, in accordance with the following schedule, but such leave shall not be available for use until completion of six (6) months of employment.

Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule:

| <u>YEARS</u> |             | <u>VACATION DAYS EARNED</u> |
|--------------|-------------|-----------------------------|
| 0 - 4        | 8.0 shift   | 192 hours                   |
| 5 - 9        | 9.5 shifts  | 228 hours                   |
| 10 - 14      | 11.0 shifts | 264 hours                   |
| 15 - 19      | 12.5 shifts | 300 hours                   |
| 20 - 24      | 14.0 shifts | 336 hours                   |
| 25 - 29      | 15.5 shifts | 372 hours                   |
| Over 29      | 17.0 shifts | 408 hours                   |

The maximum amount of vacation accrual is 1,080 hours for 24-hour shift Bargaining Unit Members.

Scheduling - Seniority shall be the determining factor in the scheduling of vacation time. The Bargaining Unit Member on shift with the most seniority shall have his/her choice of vacation dates. The senior Bargaining Unit Member is not entitled to "bumping" a less senior Bargaining Unit Member if a vacation request has been received and approved by the Fire Chief or Fire Division Chief in advance of a request submitted by the senior Bargaining Unit Member .

Partial shift leave requests for bargaining unit Bargaining Unit Member s shall be governed by the following. A request for a full shift leave will have preference over a request for a partial shift of

leave.

Forty (40) hour Bargaining Unit Member s shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.1.

No more than one-half of accrued vacation leave may be carried over to a succeeding anniversary year without written approval from both the Fire Chief and the City Manager. Upon termination with the City, Bargaining Unit Member s will be entitled to all accrued vacation leave at the current rate of pay.

The City agrees to provide a Safety Day of twenty-four (24) hours which is governed and outlined in the Personnel Rules and Regulations, Section 7.5 regarding usage and accrual. The Safety Day must be used in a full twenty-four (24) hour time frame and cannot be used in increment hours.



## ARTICLE 16

### SICK LEAVE

Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of twelve (12) hours per month of service cumulative to 1,080 hours. Upon retirement or death, Bargaining Unit Members (or their estate) will be paid for 100 percent of their accumulated sick leave, up to 1,080 hours.

If there is an abuse of sick leave (trend developed, or usage of sick leave as it is earned), the Public Employer may require the Bargaining Unit Member to present medical certification to substantiate any absence.

Any hours accrued after the 1080, will be used from the Bargaining Unit Member's personal account only in the event of a serious illness or injury of the Bargaining Unit Member or the Bargaining Unit Member's immediate family member. A serious illness or injury is defined as a catastrophic physical illness or injury which requires inpatient care at a hospital, hospice or medical facility for three (3) consecutive days or more and requires continued home health care for a period of six (6) weeks or more. All requests for the use of sick leave usage beyond the allotted 1,080 hours must be approved by the Division Chief, Fire Chief and City Manager. Bargaining Unit Members will be required to present a medical certification to substantiate the absence. Bargaining Unit Members must utilize the maximum accrued sick leave of 1,080 hours, prior to using additional accrued sick leave hours for this purpose.

Forty (40) hour Bargaining Unit Members shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.2.

Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform their duties due to sickness or injury or for doctor's appointments, or during an illness of a member of

the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as consisting of the Bargaining Unit Member's spouse, children, step-children, parents, or other dependent relative residing with the Bargaining Unit Member on a permanent basis. The definition of immediate family member for this purpose only also extends to a member of the household by which the Bargaining Unit Member has a domestic relationship. This list of applicable household members will be required to be filed with the Human Resources Department.

Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP)

## ARTICLE 17

### HOURS OF WORK AND OVERTIME

The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided therein.

The basic work period for bargaining unit employees will consist of a fourteen (14) day cycle. The tour of duty will be 24 hours on and 48 hours off. Hours worked in an amount less than or equal to one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Vacation leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. If no regular hours are worked during a pay cycle, all hours will be paid at straight time and not entitled to overtime compensation. Sick leave, holiday (straight time), personal leave day, and worker's compensation leave shall not count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

For purposes of overtime calculations all state paid incentive pay is not used when determining the hourly rate.

Any employee who is called back to work (after he/she has departed the workplace) for any unscheduled or unplanned events or circumstances shall be paid at the rate of one and one-half for all such hours worked, but in any event shall be guaranteed two hours minimum paid at such rate. This call-back pay can be converted to compensatory time.

Employees will be compensated for the actual hours of attendance when attending a required training

class.

Should a shift employee voluntarily switch shifts with another shift employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation.

All such shift trading must be in accordance with Fire Department Policy concerning shift exchanges. At the discretion of the Fire Chief, (employees eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of one-hundred twenty hours (120 hours). Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

"The 120 hour limit" on accumulation of compensatory time will be monitored. If a Comp Time Earned Card is received with the time sheet and take the balance of accumulated compensatory time over 120 hours, all of that time on the card will be paid at the overtime rate.

Forty (40) hour employees shall be allowed to accumulate up to and not exceed forty (40) hours of compensatory time. If a comp time earned card is received with the time sheet and take the balance of accumulated compensatory time over forty (40) hours, all of that time on the card will be paid at the overtime rate

## ARTICLE 18

### WAGES

Effective the first full pay period following October 1, 2015 Bargaining Unit Members hired after January 1, 2009 shall receive a 2.5 % increase to their hourly salary for the fiscal years 2015/16, 2016/17, 2017/18. Bargaining Unit Members hired before January 1, 2009 will receive a wage increase effective the first full pay period according to the as following schedule, October 2015 = 4%, October 2016 = 2.5% and 2017 = 2%. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

The pay ranges for Paramedics includes \$4,200 annually which is calculated in the hourly base rate of pay based upon 2912 hours.

Employees who are promoted will receive a salary increase to the minimum of the pay grade closest in the position classification of which they are promoted to, and will then advance five percent (5%) up to a maximum of a seven and a half (7.5%) percent increase. Bargaining Unit Members who are promoted from Firefighter to Lieutenant will receive a salary increase to the minimum of the Lieutenant's pay grade or a maximum of Ten (10) % whichever is greater.

**CITY OF HOLLY HILL  
2012/2013 CLASSIFICATION PLAN  
EFFECTIVE OCTOBER 1, 2012  
FIRE PERSONNEL**

| PAY<br>GRADE |                                | SALARY RANGE |          |
|--------------|--------------------------------|--------------|----------|
|              |                                | MIN          | MAX      |
| F1           | Firefighter/EMT                | \$31,606     | \$50,526 |
| F1P          | Firefighter/Paramedic          | \$35,290     | \$56,417 |
| F3           | Fire Driver/Engineer/EMT       | \$36,123     | \$57,747 |
| F3P          | Fire Driver Engineer/Paramedic | \$40,578     | \$64,870 |
| F4           | Fire Lieutenant/EMT            | \$41,842     | \$66,891 |
| F4P          | Fire Lieutenant /Paramedic     | \$46,298     | \$74,014 |

## ARTICLE 19

### UNIFORMS AND EQUIPMENT

As needed Pants \*\*

T-shirts

Pair of Uniform Boots\*

Fire Department Badge

Name Tag

Jacket

Belt

Rain Jacket and Pants

Complete set of Bunker Gear (NFPA approved)

Pair of shorts for physical training

Baseball cap

\* The Bargaining Unit Member must purchase a pair of uniform boots which must be a style approved by the City. The City will pay the Bargaining Unit Member \$120.00 for this one pair of selected boots, one pair of winter gloves and one winter type hat with F.D. insignia, with approval of the Fire Chief. The purchase shall be annually starting October 2009 and continuing throughout this agreement. The Union shall choose a uniform boot that will coincide with the uniform of the day, with the only color option being black. All boots must be purchased between October 1 and December 31 each year of this agreement.

## ARTICLE 20

### PROMOTIONAL VACANCIES

Notice of a promotional vacancy in an existing position filled by a Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards.

Any Bargaining Unit Member of the City who has completed his or her probationary period of one year who is interested in filling the vacancy shall apply in writing to be considered for the position in accordance with the posted notice for such position. The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.

The City agrees that the probationary period shall be six months duration of active duty. Where a probationary Bargaining Unit Member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.



## ARTICLE 21

### PROBATIONARY EMPLOYEES

All new members in the Department shall be classified as probationary Bargaining Unit Members for the first three hundred and sixty five (365) calendar days of continuous, uninterrupted employment during which time such Bargaining Unit Member s may be laid-off, disciplined, or discharged at the sole discretion of the City. Probationary Bargaining Unit Member s are not entitled to Union protection. Shorter periods of employment shall not be cumulative.

Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position

## ARTICLE 22

### SENIORITY

Definition - Seniority shall be defined as a length of employment with the City of Holly Hill itself. Seniority shall be acquired by a full time Bargaining Unit Member after completion of a one (1) year probationary period at which time seniority shall be retroactive to the first day of employment. All newly hired Bargaining Unit Members shall remain in a probationary status until successful completion of the probation period. The probation period shall not exceed one (1) year.

**Accumulation** - Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave (except leave without pay).

**Break in Seniority** - Seniority shall be broken when a Bargaining Unit Member (a) is terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

**Retention Register** -

A. In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the Bargaining Unit Member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with reinstatement privilege.

B. When ties exist on the retention register, seniority, work performance and attitude shall be used to determine the order of separation.

C. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the

provisions of Article 6.

## ARTICLE 23

### PHYSICAL EXAMINATION & WORKERS COMPENSATION BENEFITS

A permanent Bargaining Unit Member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440, Workers Compensation.

At the request of the Fire Chief, the City Manager may direct any Bargaining Unit Member covered hereunder to submit to a physical and/or mental examination conducted by a physician. The sole purpose of such examination shall be to determine whether the Bargaining Unit Member has a physical or mental disability which impairs his effectiveness as a firefighter, limits his ability to perform his assigned duties or make his continuation in his job a danger to himself, the public or other department Bargaining Unit Members. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the Bargaining Unit Member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the Bargaining Unit Member to continue with his normal duties, reassign the Bargaining Unit Member to other duties with the City at a rate of pay consistent with the City pay plan or temporarily remove the Bargaining Unit Member from City service. Should the Bargaining Unit Member be temporarily removed from City service during the period of time specified for the correction of his disability, the Bargaining Unit Member may utilize his vacation leave, sick leave or leave without pay for the correctional

period. However, if the Bargaining Unit Member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

2. If in the opinion of the designated physician, the disability cannot be corrected, the City Manager in consultation with the Fire Chief shall attempt to place the Bargaining Unit Member in another City position which, in the City Manager's discretion, the Bargaining Unit Member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the Bargaining Unit Member or place the Bargaining Unit Member in a position at a rate of pay consistent with the City Pay Plan which, in the City Manager's discretion, need not be filled. If the City Manager determines that the Bargaining Unit Member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the Bargaining Unit Member, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the Bargaining Unit Member from the City's service either through retirement, available under the City retirement system, or through dismissal.

Nothing contained in this Article shall apply to disabilities, which occurred prior to the effective date of this Agreement.

## ARTICLE 24

### SAFETY, HEALTH AND PHYSICAL FITNESS

#### I. PURPOSE

As part of its commitment to safeguard the safety, health and physical fitness of its Bargaining Unit Members, to provide a safe place for its employees to work, and to promote physical fitness for its Bargaining Unit Members, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of Bargaining Unit Members. The City further agrees to promote physical fitness by providing time, equipment and educational material and classes whenever practical.

#### II. SAFETY

All protective devices, wearing apparel and other equipment, all as deemed reasonable and prudent by the City to protect Bargaining Unit Members from injury, shall be provided by the City. Such protective devices, apparel and equipment when provided, must be used. The Union agrees that neglect or failure by a Bargaining Unit Member to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

The fire station, all equipment and apparatus shall be maintained in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All Bargaining Unit Member s are to report any and all unsafe conditions to the Fire Chief whenever found, immediately.

The Union may consult with the City's safety representative and make recommendations in

safety matters.

### **III. HEALTH**

Each Bargaining Unit Member shall complete an annual physical examination. All costs associated with the physical examination shall be the responsibility of the Bargaining Unit Member. Each must provide proof that a physical examination has been completed by a certified medical physician no later than September 30<sup>th</sup> of each contract year. The City will subscribe to health and fitness publications, which shall be made available to the Bargaining Unit Member s on duty. Such publications shall remain the property of the City and shall be maintained at the fire station. These publications shall be used by the Bargaining Unit Member s to better understand the benefits of proper health, diet and general physical fitness.

### **IV. PHYSICAL FITNESS**

The City shall provide at least sixty (60) minutes each shift for every Bargaining Unit Member to participate in a physical fitness exercise of their choice. Such exercise is required and should be of a nature to improve the individual physical fitness of the Bargaining Unit Member. Such exercises shall consist of, but not be limited to one or more of the following: walking, running, aerobic calisthenics, nautilus, non-competitive basketball, non-competitive tennis and non-competitive racquetball. Bargaining Unit Member s may use the pool for swimming exercises, nautilus training equipment, basketball, tennis and racquetball courts at the City's gymnasium. In the event that the amount of emergency calls for the shift are extreme or the shift has training that is physically demanding, the physical fitness time for the shift shall be suspended at the discretion of the shift commander.

## ARTICLE 25

### HEALTH INSURANCE

The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.
- c). The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to the Bargaining Unit Member's annual base salary up to \$50,000.00. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.
- d) The City will pay \$5,000.00 toward the funeral and burial expense of any Firefighter of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which Bargaining Unit Member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.



## ARTICLE 26

### WORKING OUT OF CLASSIFICATION

A Bargaining Unit Member who works out of his or her classification for at least one full 24-hour shift in a classification which pays a higher rate than that of his or her own classification, shall be entitled to a five (5%) increase in pay during the period of such temporary assignment. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Out-of-class pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

The City may select any Bargaining Unit Member from a lower classification to temporarily fill a higher classification position.

A Bargaining Unit Member who is temporarily assigned to a position of higher rank for a period of more than thirty (30) calendar days shall be entitled to the salary pertaining to that rank or position for the period of time the Bargaining Unit Member is so assigned.

If the Bargaining Unit Member selected for a temporary position is not selected to the permanent position, this Bargaining Unit Member shall be returned to his previous classification and pay rate.

## ARTICLE 27

### DISCIPLINARY ACTION

In the event a Bargaining Unit Member is discharged, suspended or demoted, the City agrees that they shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

Upon request, a Bargaining Unit Member may obtain a copy of any statement which they personally have given to the City or the department in connection with any investigation based upon which disciplinary action can or will be taken against the Bargaining Unit Member. At the time of such request, the Bargaining Unit Member shall be required to pay all costs relating to the copy of their statement.

In the event a Bargaining Unit Member becomes the subject of the formal departmental or City investigation arising from a citizen complaint or allegation, the department or the City, whichever is appropriate, shall notify the Bargaining Unit Member of the disposition of the complaint upon the conclusion of the formal investigation.

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

## ARTICLE 28

### GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Disciplinary actions that can be grieved are limited to – suspensions, demotions and terminations.

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process:

**Step 1.** The grievant or the Union shall present in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. (Working days are defined as Monday through Friday). The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

**Step 2.** If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this

meeting by a Local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date.

**Step 3.** If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The City Manager or his or her designee shall notify the grievant in writing of his or her decision not later than ten (10) working days following the meeting date.

**Step 4.** If a grievance as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the American Arbitration Association with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator. It should be noted that nothing contained in this Article shall prevent any Bargaining Unit Member covered by this Agreement from processing his or her own grievance unassisted through this grievance procedure.

The arbitration shall be conducted under the rules of the American Arbitration Association subject to the following:

- a. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement;
- b. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a

- grievance as defined in this Article, or which is not specifically covered by this Agreement;
- d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
  - e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, and shall be final and binding upon both parties; however, either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.
  - f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

The time indicated on all steps may be extended by mutual agreement in writing.

When a grievance is reduced to writing there shall be set forth;

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this Agreement claim to have violated; and
3. The remedy or correction requested.

A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given.

Failure on the part of the City to answer within the time limit set forth in any step will entitle the

Bargaining Unit Member to proceed to the next step.

The settlement of any grievance resulting in retroactive adjustment shall be limited to the five (5) working days prior to filing the grievance in Step 1.

## ARTICLE 29

### EDUCATION

When the best interest of the City is served by seminars, or classes, the Fire Chief may recommend to the City Manager that the City bear the cost of text books and tuition required in accordance with the City's educational reimbursement policy, a copy of same being attached hereto and incorporated by reference. The Fire Chief has the authority to approve any course in accordance with the guidelines as set forth in Section 8.2, Educational Reimbursement, of the Personnel Rules and Regulations, dated for probationary and permanent, full-time Bargaining Unit Members. The total cost shall not exceed \$1,200 per fiscal year for each Bargaining Unit Member. Final approval must be granted by the City Manager.

Lieutenants: The City shall provide training for in-state conferences to provide continuing education for either EMS or Fire Science related classes or seminars, not to exceed \$1,200.00 per employee per year during the first, second and third year of this contract. This shall be education above and beyond normal recertification classes that are needed to maintain current levels of certification. Each officer shall rotate the year of training. Example: 2012/2013– A Shift Captain, 2013/2014 – B and C Shift Captain and 2014/2015- full-time Captain of Fire Prevention. Each eligible employee may switch year of attending training, working schedule around their own re-certification due date.

All portions of this article can be restricted due to budgetary constraints as determined by the City Manager.

## ARTICLE 30

### PERSONNEL RULES AND REGULATIONS

Unless specifically addressed in this Contract, the City of Holly Hill Personnel Rules and Regulations, dated,, shall govern the hiring, promotion, and termination of Bargaining Unit Members. The City of Holly Hill Personnel Rules and Regulations, dated, and any amendments as adopted by the City Commission, shall also govern the Drug Free Workplace Policy. However, the grievance procedure set forth in the Civil Service Act and Civil Service Ordinance shall not apply to this bargaining unit contract. The City and the Union agree that Article 27 of this contract defines the grievance and arbitration procedure to be utilized by Bargaining Unit Members.



## ARTICLE 31

### PERSONNEL POLICIES, RULES & REGULATIONS

Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the Bargaining Unit Members covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Standard Operating Procedures, and/or Standard Operating Guidelines, and/or the General Order manual, it shall e-mail, in pdf format, a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.

Amendments, revisions or modification of rules, regulations, SOP's, SOG's, General Orders or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.

The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.

**ARTICLE 32**  
**SHIFT EXCHANGE**

The City agrees to shift exchanges being granted upon approval by the Shift Officers involved. Final approval shall be from the Fire Chief. All shift exchanges will be completed within thirty (30) days of the date of the primary exchange and will be repaid in exact hours unless authorized by the Fire Chief.

## ARTICLE 33

### FIREFIGHTERS PENSION

The provisions and guidelines are set forth in Ordinance Number 2788 which was adopted by City Commission on December 12, 2006. The changes to the Firefighters' Pension listed below will become effective on October 1, 2009:

Sec. 42-83. Benefit amounts and eligibility.

- (g). Supplemental retirement benefit. Each retiree, not including DROP participants shall receive a monthly retiree supplemental retirement payment equal to the number of years of credited service completed at the time of the member's retirement, not including years in the DROP, multiplied by \$19.00, of which shall commence as of the date upon which such member commences retirement, and which shall continue thereafter until the first day of the month next following the member's attainment of "retirement age", as such term is defined by 42 U.S.C. Section 416(L).
- (h). Deferred retirement option program.
  - (8) Maximum participation: A member may participate in the DROP for a maximum of five years (60 months). At the conclusion of the five years, the member's city employment shall be terminated due to retirement, pursuant to this section.

Sec. 42-85. Contributions

- (a). Member contributions.
  - (1). Amount. Effective October 1, 2015, each member of the Firefighter Pension System shall be required to make regular contributions to the fund in the amount of seven (7) percent of his/her salary.

## ARTICLE 34

### MISCELLANEOUS PROVISION

1. If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.
2. All appendices and amendments of this Contract shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Contract.
3. All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this agreement, and which are not reserved by the City under management rights or included in the City's SOP, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.
4. The agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ARTICLE 35****FIREFIGHTER'S BILL OF RIGHTS**

The City and the Union agree to abide by the Firefighter's Bill of Rights, Florida Statutes, Section 112.80.

**ARTICLE 36****TOBACCO USE**

36.1 All Bargaining Unit Member s are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining Unit Member s will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense. For the purpose of Article 36, "Smoking" means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of an electronic cigarette or any other device intended to simulate lighted tobacco use.

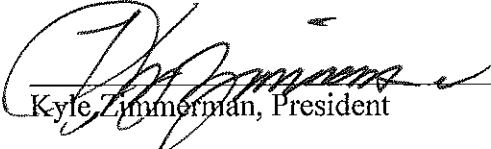
"Tobacco products" means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobacco products like orbs (dissolvable tobacco pellets), sticks, and strips or any other forms of ignitable or smokeless tobacco.

**ARTICLE 37****ENTIRE AGREEMENT**

This agreement shall remain in effect for a three-year period beginning October 1, 2015 and continuing through September 30, 2018. Either party shall have the right to request to open Article 18 Wages and one (1) other opener during the second and third year of the contract. Either party must notify the other party by written notice no later than February 1 to renegotiate for the proceeding contract period. In the event that no such notice is given, negotiations shall begin no later than March 1.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on this 10th day of October, 2014.

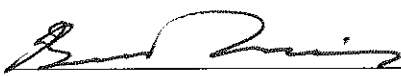
FOR: International Association of Firefighters (I.A.F.F.) Local #3470      FOR: City of Holly Hill, Florida

  
\_\_\_\_\_  
Kyle Zimmerman, President

\_\_\_\_\_  
John Penny, Mayor

\_\_\_\_\_  
Glenn Olson, Vice President

\_\_\_\_\_  
Joseph Forte, City Manager

  
\_\_\_\_\_  
Brandon Davis, Secretary

\_\_\_\_\_  
Jim Bland, Fire Chief

\_\_\_\_\_  
Diane Cole, Human Resources Manager





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

**City Commission  
Resolution**

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**MEETING DATE:** August 9, 2016  
**FROM:** Joseph Forte  
**SUBJECT:** Lease of City Owned Land on Riverside Drive for the Purpose of  
Building a Private Dock and Boat Lift - Resolution 2016-R-28  
**NUMBER:** (ID # 1383)  
**APPLICANT:**  
**PLANNER:**

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

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

**STAFF RECOMMENDATION:** As supported by the City Commission

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

**MOTION:**

**AS DIRECTED BY THE CITY COMMISSION**

**ATTACHMENTS:**

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

Resolution (ID # 1383)

Meeting of August 9, 2016

**HISTORY:**

07/26/16

City Commission

TABLED

Next: 08/09/16

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

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

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

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

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

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

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

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

**APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2016.**

## LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

5. **Conditions of Lease:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF,** City and Lessee have executed this Lease effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**BY:** \_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

**LESSEE**

\_\_\_\_\_

**Witnesses:**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_



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

**City Commission  
Ordinance**

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**MEETING DATE:** August 9, 2016  
**FROM:** Thomas Harowski  
**SUBJECT:** 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.  
**NUMBER:** (ID # 1377)  
**APPLICANT:** Thomas Harowski  
**PLANNER:**

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

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

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

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

**FISCAL ANALYSIS:** N/A

**RECOMMENDATION:** Consider adoption of the proposed amendment.



**ATTACHMENTS:**

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

**HISTORY:**

07/26/16

Next: 08/09/16

City Commission

APPROVED AT 1ST READING

**Ordinance No. (ID # 1377)**

**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.**

**ORDINANCE NO. 2976**

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2016 for  
second reading.**

**Sec. 114-765. Schedule of dimensional requirements.**

Dimensional requirements for tracts and lots are as follows:

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

dupa = Dwelling units per acre.

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

2 Zero-foot setback abutting a railroad spur.

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

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

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

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

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

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



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

**City Commission  
Ordinance**

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**MEETING DATE:** August 9, 2016  
**FROM:** Kurt Swartzlander  
**SUBJECT:** Ordinance No. 2977 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article II (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.  
**NUMBER:** (ID # 1390)  
**APPLICANT:**  
**PLANNER:**

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

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

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

the water system.

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

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

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

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

Abstract and Title Company

Acupuncture

Adult Congregate Living Facility

Bar, Taverns, Lounges

Child Care

Cosmetologist

Distributor

Home Occupation

Rental Housing

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

#### **FISCAL ANALYSIS:**

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

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

**COMMISSION GOAL:**

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

**MOTION:**

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

**HISTORY:**

07/26/16

Next: 08/09/16

City Commission

APPROVED AT 1ST READING

**Ordinance No. (ID # 1390)**

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

**ORDINANCE NO. 2977**

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

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

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

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

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

**Sec. 62-42. Schedule of tax rates.**

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2016 for second reading.**



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

**City Commission  
Agenda Item**

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**MEETING DATE:** August 9, 2016  
**FROM:** Kurt Swartzlander  
**SUBJECT:** Budget Amendments - Staff Report Only City Manager Level  
Amendments  
**NUMBER:** (ID # 1394)  
**APPLICANT:**  
**PLANNER:**

---

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

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

**STAFF RECOMMENDATION:** Report Only - Three budget amendment reports attached

**COMMISSION GOAL:** N/A

**MOTION:** Report Only

- 20160728160504905 (PDF)

Revision Date: 3/11/15

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

Requesting Department

Water

Date

7/12/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

400-3010-533-52-01

ACCOUNT DESCRIPTION:

Water/Operating Supplies

AMOUNT:

1,300.00

Total

1,300.00

ADD FUNDS TO ACCOUNT NUMBER:

400-3010-533-45-00

Water/Insurance/Non-Employee

1,300.00

Total

1,300.00

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

Transfer funds from Operating Supplies budget to increase Non-Employee Insurance budget to cover Storage Tank Insurance not included in current fiscal year budget.

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

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

Department Head Signature

Date

City Manager Signature

Date

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

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☒ Yes ☐ No

Employee Signature

Date

HTE Group #



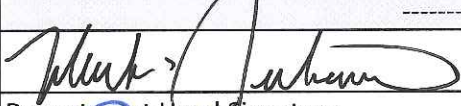
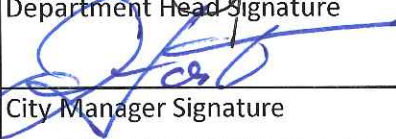
**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2014-2015**

|                                 |                       |            |
|---------------------------------|-----------------------|------------|
| Requesting Department           |                       | Date       |
| Public Works                    |                       | 7/19/2016  |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:  | AMOUNT:    |
| 001-4172-572-6300               | Infrastrucuture       | \$3,000.00 |
|                                 |                       |            |
|                                 |                       |            |
|                                 |                       |            |
|                                 | Total                 | \$3,000.00 |
| ADD FUNDS TO ACCOUNT NUMBER:    |                       |            |
| 001-4172-572-6400               | Machinery & Equipment | \$3,000.00 |
|                                 |                       |            |
|                                 | Total                 | \$3,000.00 |

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

To replace Ice Machine in Sica Hall used by the Council on Aging, Boy's and Girls Club and the Fire Department.

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

|                                                                                     |                                                                     |             |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------|
| ----- Management Approvals -----                                                    |                                                                     |             |
|  | 7/19/16                                                             |             |
| Department Head Signature                                                           | Date                                                                |             |
|  | 7-20-2016                                                           |             |
| City Manager Signature                                                              | Date                                                                |             |
| ----- For Finance Use Only -----                                                    |                                                                     |             |
| Step 1: Finance Review                                                              |                                                                     |             |
|  | 7/20/16                                                             |             |
| Finance Director Signature                                                          | Date                                                                |             |
| Step 2: Budget Adjustment Entry                                                     |                                                                     |             |
| Funds are available for this request?                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |             |
|  | 7/20/16                                                             | HTE Group # |
| Employee Signature                                                                  | Date                                                                | 2375        |

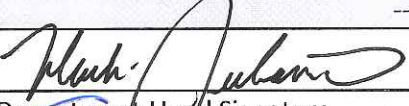
**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2014-2015**

|                                                      |                                            |
|------------------------------------------------------|--------------------------------------------|
| Requesting Department<br>Public Works                | Date<br>7/22/2016                          |
| TAKE FUNDS FROM ACCOUNT NUMBER:<br>001-4150-519-5201 | ACCOUNT DESCRIPTION:<br>Operating Supplies |
| ADD FUNDS TO ACCOUNT NUMBER:<br>001-4150-519-5400    | Books/Publ/Subsc/Members                   |
| Total                                                | Total                                      |

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

Renew memberships for Sunshine Safety Council and Notary Public renewal for Beth Wrenn. (For notarizing public works documents)

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

|                                                                                                                   |                   |                     |
|-------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|
| ----- Management Approvals -----                                                                                  |                   |                     |
| <br>Department Head Signature  | 7/22/16<br>Date   |                     |
| <br>City Manager Signature     | 7-28-2016<br>Date |                     |
| ----- For Finance Use Only -----                                                                                  |                   |                     |
| Step 1: Finance Review                                                                                            |                   |                     |
| <br>Finance Director Signature | 7/28/16<br>Date   |                     |
| Step 2: Budget Adjustment Entry                                                                                   |                   |                     |
| Funds are available for this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No         |                   |                     |
| <br>Employee Signature         | 7/28/16<br>Date   | HTE Group #<br>2455 |

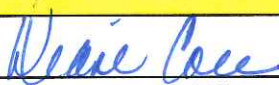
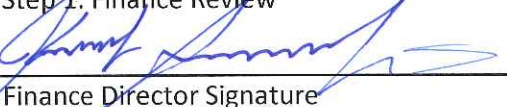
**CITY OF HOLLY HILL  
Budget Amendment Request  
Fiscal Year 2015-2016**

|                                 |                        |           |
|---------------------------------|------------------------|-----------|
| Requesting Department           |                        | Date      |
| Human Resources                 |                        | 7/25/2016 |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:   | AMOUNT:   |
| 001-1310-513-4500               | Insurance/Non-Employee | 500.00    |
|                                 |                        |           |
|                                 |                        |           |
|                                 | Total                  | 500.00    |
| ADD FUNDS TO ACCOUNT NUMBER:    |                        |           |
| 001-1310-513-4501               | Insurance Contingency  | 500.00    |
|                                 |                        |           |
|                                 |                        |           |
|                                 | Total                  | 500.00    |

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

For adjusted amount owed to October 1, 2016 for the Police and Fire AIG Life Insurance AD&D policy through Brown and Brown, Inc.

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

|                                                                                     |                                                                     |             |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------|
| ----- Management Approvals -----                                                    |                                                                     |             |
|  | <u>7/25/16</u>                                                      |             |
| Department Head Signature                                                           | Date                                                                |             |
|  | <u>7-25-2016</u>                                                    |             |
| City Manager Signature                                                              | Date                                                                |             |
| ----- For Finance Use Only -----                                                    |                                                                     |             |
| Step 1: Finance Review                                                              |                                                                     |             |
|  | <u>7/25/16</u>                                                      |             |
| Finance Director Signature                                                          | Date                                                                |             |
| Step 2: Budget Adjustment Entry                                                     |                                                                     |             |
| Funds are available for this request?                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |             |
|  | <u>7/25/16</u>                                                      | HTE Group # |
| Employee Signature                                                                  | Date                                                                | <u>2390</u> |