City of Holly Hill, Florida
City Commission
Agenda | March 24, 2026

City Commission Chamber	Regular City Commission	6:00 PM

City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

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

CITY COMMISSION Members

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

City Manager
Joseph Forte

City Clerk
Valerie Manning

1. Call to Order

a. Roll Call
b. Invocation by City Commissioner Jeffrey DeLanoy
c. Pledge of Allegiance

2. Presentations

1. Holly Hill Police Department Swearing-In New Police Officers - Julio Liriano and Brian Gibby

   (Requested by Police Chief Byron Williams)

3. Public Comments

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

4. Approval of Minutes

1. Minutes - March 10, 2026 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. Consent Agenda

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

1. 2026-R-17 - Lift Station 7 Elevation - Florida Department of Environmental Protection Grant

   (Requested by Steve Juengst, Deputy Public Works Director)

2. 2026-R-20 - City-Wide Fee Schedule Update - Mid-Year FY2025-2026

   (Requested by Michele Moore, Finance Director)

6. Regular Agenda

1. 2026-R-18 - Pipe Crawler Inspection System

   (Requested by Steve Juengst, Deputy Public Works Director)

2. 2026-R-19 - Riverside Park Pier Repair - Change Order No. 1

   (Requested by Steve Juengst, Deputy Public Works Director)

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 will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. 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. 4 William Drive Demolition Hearing

   (Requested by Brian Walker, City Planner)

8. Communications

a. City Manager Comments
b. City Attorney Comments
c. Mayor Comments
d. City Commission Comments

9. Adjournment

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

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

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

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

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

HOLLY HILL
FLORIDA

City Commission
Minutes • March 10, 2026

City Commission Chamber	**Regular City Commission**	**6:00 PM**

City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117
City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448

1. Call to Order

The meeting was called to order at approximately 6:00 PM.

Present:
Mayor John Penny
City Commissioner Debra Snow
City Commissioner Penny Currie
City Commissioner Jeffrey DeLanoy
Excused: Vice Mayor/City Commissioner Roy Johnson

Commissioner Currie made a motion to ***EXCUSE COMMISSIONER/VICE-MAYOR JOHNSON FROM THE MEETING DUE TO MEDICAL REASONS****, seconded by Commissioner Snow.*

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.

B. Invocation led by City Commissioner Jeffrey DeLanoy
C. Pledge of Allegiance led by Mayor John Penny

2. Presentations

1. Proclamation - Kenneth "Casey" Bingham - 24 Years of Service to the City of Holly Hill Public Works Department

   (Requested by Steve Juengst, Deputy Public Works Director)

2. Heart of Autism, Inc. - Community-Based Autism Support & Partnership Initiative
   Presenter: Founder and President, Dr. Canute White

   (Requested by Valerie Manning, City Clerk)

3. FY2025 Annual Audit Presentation Presented by Chris Noyes, James Moore & Co., CPAs.

(Requested by Michele Moore, Finance Director)

Chris Noyes, Senior Manager, CPA, CGMA from James Moore Law Firm, went through the FY2025 Annual Audit PowerPoint presentation for the Mayor and City Commissioners at this time. The slides are available within the agenda packet. ***(This meeting in its entirety is available upon request on a CD in the City Clerk's Office and available online under the CivicPlus Agenda and Minutes section on the homepage).***

3. Public Comments

The following individual came forward to speak to the Mayor and City Commissioners:

Jim Legary, Holly Hill.

4. Approval of Minutes

1. Minutes - February 24, 2026 Regular City Commission Workshop - FY26 - FY30 Road Resurfacing Program

(Requested by Valerie Manning, City Clerk)

Motion to Approve.	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Debra Snow
Seconder:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

2. Minutes - February 24, 2026 Regular City Commission meeting

(Requested by Valerie Manning, City Clerk)

Motion to Approve.	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Debra Snow
Seconder:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

5. Consent Agenda - None

6. Regular Agenda

1. 2026-R-16 - Commission Chambers Audio / Video System Upgrade - Koncept Systems

(Requested by Michele Moore, Finance Director and Steve Juengst, Deputy Public Works Director)

RESOLUTION 2026-R-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING RFP 26-PW-01 FOR COMMISSION CHAMBERS AUDIO AND VIDEO SYSTEM UPGRADE TO KONCEPT SYSTEMS; AUTHORIZING THE CITY MANAGER TO FINALIZE NEGOTIATIONS AND EXECUTE A CONTRACT CONSISTENT WITH THE RFP AWARD, WITH NO CHANGE TO THE APPROVED CONTRACT AMOUNT OR TERM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill requires an upgraded audio and video system in the Commission Chambers at City Hall to support City meetings, public hearings, and other official proceedings; and

WHEREAS, the City issued Request for Proposals (RFP 26-PW-01) for Commission Chambers Audio and Video System Upgrade in accordance with the City's procurement requirements; and

WHEREAS, sealed proposals were received from qualified firms; and

WHEREAS, an evaluation committee reviewed and scored each proposal based on technical capability, experience and references, implementation plan and timeline, and cost; and

WHEREAS, Koncept Systems received the highest overall score; and

WHEREAS, the total cost for the project is $48,379.75 and is included in the City's FY25-26 adopted budget; and

WHEREAS, the City Commission has determined that awarding RFP 26-PW-01 to Koncept Systems is in the best interest of the city.

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

SECTION 1. AUTHORIZATION OF CONTRACT. The City Manager is authorized to finalize negotiations and execute a contract with Koncept Systems for RFP 26-PW-01, Commission Chambers Audio and Video System Upgrade, consistent with the RFP award, with no change to the approved contract amount or term. The contract shall reflect the terms and pricing approved by the City Commission. Costs for these services shall be paid from existing budgeted appropriations.

SECTION 2. SEVERABILITY. If any provision of this Resolution is held illegal, invalid, or unenforceable, the remainder shall not be affected and shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of MARCH 2026.

Mayor Penny opened public comments. No one spoke.

Motion to Approve.	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

2. Request for Lien Reduction - 127 12th Street

(Requested by Joseph Forte, City Manager)

Mr. Forte went through the staff report for the request for Lien Reduction for property located at 127 12th Street. The original owner was William Landers, who is deceased. The property has been in a state of disrepair since 2019. The property went through the probate process and is being turned over to Mr. Landers two daughters, Alex and Christina Landers. The Landers have entered into a Purchase and Sale Agreement with Mrs. Rebecca M. Webb, who has entered into an agreement with the city to bring the property into compliance within 90-days of the purchase in exchange for a lien reduction as detailed in the staff report. Based on the Findings of Fact and Conclusions of Law, the Special Master's Order of Non-Compliance was issued on January 29, 2019, to the property owner, William Landers, for violations of the following codes listed within the staff report. The property remains in non-compliance. Mr. Forte stated he is requesting the City Commission reduce the lien from $381,600.00 down to 5% of the original lien to $19,080.00 plus administrative costs, for a total of $21,627.82, as detailed in the staff report to be resolved once the property is in full compliance no later than June 30, 2026.

Mayor Penny opened public participation.

Mike Cerbo, Holly Hill.

Mayor Penny closed public participation.

Motion to Approve.	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

7. Public Hearings - None

8. Communications

Commissioner DeLanoy asked about the security for City Hall and Mr. Forte let them know that staff is currently working on some updates and is working with Finance to budget the changes. He will continue to keep them informed, and asked about the traffic lights at Flomich and Ridgewood Avenue. Mr. Forte gave them an update on that as well. Commissioners Currie, Snow and Mayor Penny thanked the Finance Department for a great job on the audit report this year. Commissioner Snow thanked Police Chief Williams for a great job during Bike Week and the presence of Officers that were around. Commissioner Penny thanked Police Chief Williams as well for the extra presence of officers during Bike Week; everyone did a great job. She didn't receive any complaints this year.

Mayor Penny thanked Police Chief Williams for the "Don't Be That Guy" the department posted on their Facebook page. That's a fun and good way to help educate the residents; reminded everyone about the Farmers Market at Sunrise Park on Sundays, and they now have a new produce vendor who will be coming and there is a St. Patrick's Day event at the Market coming; Easter Egg event on March 28th at City Hall; free concert series this Friday night at Pictona - An Eagles Tribute band will be playing; and Movie with A Cop is on March 20th on the front lawn.

9. Adjournment

The meeting adjourned at approximately 6:40 PM.

DISCUSSION:

On February 18, 2026, the city received a fully executed grant agreement from the Florida Department of Environmental Protection (FDEP) for $325,000. This funding will support a project to elevate key components of Lift Station #7, located at 1300 Riverside Drive. The project will specifically raise the wet well, valving, and control panel above the projected intermediate high sea-level rise for 2040, helping to prevent service interruptions during storm events or future sea-level rise.

The total estimated cost of the project is $650,000. This grant will reimburse the city for 50% of the project costs, up to $325,000. A copy of the fully executed grant agreement is provided as "Exhibit A"**.**

FISCAL ANALYSIS:

A budget amendment is required to transfer $325,000 from the proprietary R&R Fund (407-0000-334-3100) and $325,000 from the prior year carryover Fund (407-0000-389-1000) into the Enterprise Capital Infrastructure Fund (407-8110-580-6300) for Project 26WW12. The proposed budget amendment is included as "Exhibit B**".**

STAFF RECOMMENDATION:

Accept the grant agreement from the Florida Department of Environmental Protection (FDEP) covering 50% of the cost of the Lift Station #7 Elevation Project, up to a maximum of $325,000; approve a budget amendment to fully fund the project pending reimbursement; and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

ACCEPT THE GRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) COVERING 50% OF THE COST OF THE LIFT STATION #7 ELEVATION PROJECT, UP TO A MAXIMUM OF $325,000; APPROVE A BUDGET AMENDMENT TO FULLY FUND THE PROJECT PENDING REIMBURSEMENT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

RESOLUTION 2026-R-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING GRANT AGREEMENT L0216 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) COVERING 50% OF THE COST OF THE PROJECT OF THE LIFT STATION #7 ELEVATION PROJECT, UP TO A MAXIMUM OF $325,000, APPROVING A BUDGET AMENDMENT TO FULLY FUND THE PROJECT PENDING REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city has been awarded a grant through the Florida Department of Environmental Protection (FDEP) for up to $325,000 to support a project to elevate key components of Lift Station #7; and

WHEREAS, the elevation of Lift Station #7 will help mitigate future service interruptions of the station during storm events or future sea-level rise; and

WHEREAS, a budget amendment in the amount of $650,000 is needed in order to fully fund the project pending reimbursement; and

WHEREAS, funds have been identified in order to provide for a budget amendment.

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

SECTION 1. That the City Commission of the City of Holly Hill accepts grant agreement L0216 with the Florida Department of Environmental Protection in an amount up to $325,000 for the Lift Station #7 Elevation Project and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $650,000 and authorizes the City Manager to execute the same

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

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

APPROVED AND AUTHENTICATED on this 24th day of MARCH 2026.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Holly Hill - Lift Station Elevation**

Agreement Number: **L0216**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Holly Hill**

Entity Type: **Local Government**

Grantee Address: **1065 Ridgewood Avenue**

FEID: **59-6000337**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **June 30, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (29.2514, -81.0380)**

Project Description: **The Grantee will perform preconstruction and construction activities to elevate components of the Lift Station #7, including the wet well and valving and control panel to prevent sewage collection interruptions in future storms.**

5. Total Amount of Funding: **$ 325,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **325,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
Total Amount of Funding + Grantee Match, if any:		$ **325,000.00**

6. Department's Grant Manager

	Department's Grant Manager		Grantee's Grant Manager
Name:	**Tolulola Adeyewa** or successor	Name:	**Steven Juengst** or successor
Address:	**Florida Dept. of Environmental Protection**	Address:	**City of Holly Hill**
	3900 Commonwealth Blvd., MS 3602		**1065 Ridgewood Avenue**
	Tallahassee, FL 32399-3000		**Holly Hill, FL 32117**
Phone:	**850-245-2146**	Phone:	**386-248-9463**
Email:	**Tolulola.Adeyewa@FloridaDEP.gov**	Email:	**sjuengst@hollyhillfl.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ■ Attachment 2: Special Terms and Conditions
- ■ Attachment 3: Grant Work Plan
- ■ Attachment 4: Public Records Requirements
- ■ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ■ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ■ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)
☐ Exhibit I: Forced Labor Attestation Form
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Holly Hill **GRANTEE**

Grantee Name

By _________________ 12-17-2025

(*Authorized Signature*) Date Signed

Joseph A. Forte, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Angela Knecht Digitally signed by Angela Knecht Date: 2026.02.17 14:59:16 -05'00'

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Tolulola Adeyewa Digitally signed by Tolulola Adeyewa
Date: 2026.01.14 15:35:27 -05'00'

Tolulola Adeyewa, DEP Grant Manager

David M. Taylor Digitally signed by David M. Taylor
Date: 2026.01.15 07:59:43 -05'00'

David M. Taylor, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.

   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. <u>Direct Purchase Equipment.</u> For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. <u>Land Acquisition.</u> Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
   iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0216

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Holly Hill – Lift Station Elevation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Holly Hill – Lift Station Elevation

PROJECT LOCATION: The Project will be located in the City of Holly Hill within Volusia County; Lat/Long (29.2514, -81.0380).

PROJECT BACKGROUND: In 2024, Hurricane Milton caused extensive flooding in the City of Holly Hill (Grantee). During the storm, Lift Station #7 and 350 homes are known to have been flooded, causing sewer interruptions and damages. Lift Station #7 is located on the Halifax River and is vulnerable to sea level rise and storm flooding due to its low elevation. To mitigate future impacts and withstand the 2040 intermediately high projected elevation of sea-level rise, it was determined that critical parts of this lift station need to be elevated above flood level so that there can be continuity of service, thereby reducing flooding into homes and reducing the potential for environmental concerns.

PROJECT DESCRIPTION: The Grantee will perform preconstruction and construction activities to elevate components of the Lift Station #7, including the wet well and valving and control panel to prevent sewage collection interruptions in future storms.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

<u>Task 1: Preconstruction Activities</u>

Deliverables: The Grantee will complete the design of the Holly Hill – Lift Station Elevation project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

<u>Task 2: Project Management</u>

Deliverables: The Grantee will perform project management related to the Holly Hill – Lift Station Elevation project, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct the Holly Hill - Lift Station Elevation project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit 2) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$18,500	07/01/2025	12/31/2027
2	Project Management	Contractual Services	$11,500	07/01/2025	12/31/2027
3	Construction	Contractual Services	$295,000	07/01/2025	12/31/2027
		Total:	$325,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: **public.services@floridadep.gov**
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	$325,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$325,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2025-2026

Requesting Department	Date
FINANCE	3/24/2026

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-0000-334-3100		STATE OF FLORIDA GRANT - FDEP	325,000.00
407-0000-389-1000		FUND BALANCE	325,000.00
		Total	650,000.00

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	26WW12	INFRASTRUCTURE	650,000.00
		Total	650,000.00

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

To record the acceptance of State Appropriation funding from the State of Florida Department of Environmental Protection (Grant L0216) in the amount of $325,000.00; to appropriate $325,000.00 from fund balance for the required local match; and to establish budget for the Lift Station 7 Elevation Project.

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 -------------------

Finance Review

Finance Director Signature ______________ Date ______________ Resolution # ______________

DISCUSSION:

The City's fee schedule is reviewed by staff on a semi-annual basis to ensure that adopted fees remain current and appropriately reflect the cost of providing services. As part of this regular review process, City staff evaluates existing fees and identifies any necessary adjustments based on operational costs, regulatory changes, and comparable municipal practices. The recommended updates resulting from this review are detailed and itemized in the Fiscal Analysis section of this agenda item.

FISCAL ANALYSIS:

The proposed changes to the City's Fee Schedule are outlined below.

Application Fees
Updated: Application Fee – Commercial Building Permit: **$60.00**, plus applicable plan review and technology fees.

Plan Review Fees
Updated: Valuation over $500,000 – **$20.00 for each additional $50,000 of valuation**.

Land Development Fees
Removed: Lot Split – One Lot into Two / Lot Line Reconfigurations.
Updated: PLAT – Minor (up to 4 lots with no improvements): **$525.00**.
Updated: Rezoning – Non-PUD: **$1,700.00**.
Updated: Rezoning – PUD and Code Text Amendments: **$2,000.00**.
Added: Zoning Verification for Alcohol/Tobacco: **$100.00**.
Added: Zoning Verification Letter / Planned Unit Development / Due Diligence / Research: **$150.00**.

Utilities
Updated: Water Meter Purchase Fee – **Cost plus 5%**.
Added: Non-Residential Reclaimed Water Service: **$300.00 per month**.
Updated: Replacement Hydrant Meter: **$4,800.00**.

Refuse
Updated: Liner Fee 10 YARD: **$199.50**.

False Alarms
Clarified: Wording updated for clarification only; no fee change.

Tampering Fees
Tampering with Meter/Unauthorized Turn-On Fee per incident $150.00 plus repair costs, reconnection fees.

Facility Rentals
Added: Set-Up / Break-Down Fee (per room): **$100.00**.
Added: Discount available for **five (5) or more reservations**.

Sunrise Park Rentals
Updated: Large Pavilion, Small Pavilion, and Gazebo – **$45.00 base rate (includes three hours)**; additional hourly charges apply.
Added: Sunrise Park Rental Deposit: **$25.00**.
Added: Cancellation Policy – Cancellations must be made **more than two weeks prior to the event date** to be eligible for a refund of the deposit.

City Clerk
Added: CD option to the Duplicate DVD line item.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025-2026.

RESOLUTION 2026-R-20

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, AND PERMITS PROVIDED BY THE CITY, AND ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE FOR THE FISCAL YEAR 2025-2026.

WHEREAS, on September 23, 2025 a Citywide Fee Schedule was adopted; and

WHEREAS, the Commission of the City of Holly Hill has determined that in order to continue providing effective services for the public welfare, the City must establish and increase fees for certain municipal services in order to accurately reflect the City's true cost in providing such services; and

WHEREAS, the Commission desires to enact some new fees and increase, decrease, remove, or leave unchanged existing fees for certain services and programs provided by the city and to include the new, increased, decreased, or unchanged fees, in the proposed Citywide Fee Schedule (Attachment A), which is attached to this Resolution.

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

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

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

SECTION 3. The fees which are increased, as set forth in the FY 2025-2026 Proposed City-Wide Fee Schedule (Attachment "A" as amended):

1. Do not exceed the actual or estimated reasonable costs to the city of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the city; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2025-2026 Proposed City-Wide Fee Schedule (Attachment "A" as amended).

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2025-2026 Proposed City-wide Fee Schedule (Attachment "A" as amended), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2025-2026 Proposed City-Wide Fee Schedule (Attachment "A") become effective on April 1, 2026.

APPROVED AND AUTHENTICATED on this 24th day of MARCH 2026.

HOLLY HILL
FLORIDA

Fee Schedule

Rate and Fee Information

Effective Date April 1, 2026

FEE BY TYPE

BUILDING AND ZONING FEES

APPLICATION FEES	
APPLIC FEE-TEMP SIGNAGE	$25.00
APPLIC FEE-SIGN PERMIT	$25.00
APPLIC FEE-BD OF PLAN/APL	$50.00
APPLIC FEE-COMM BLDG PRMT – DUE AT SUBMISSION	$60.00 + Plan Review Fee + Technology Fee
APPLIC FEE-RES ACCES.STRC	$30.00
APPLIC FEE-RES BLDG PRMIT	$30.00
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	$200.00
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	$500.00

BUILDING PERMIT FEES	
BUILDING VALUE 0-2,000 , BASE FEE	$20.00
BUILDING VALUE 2,001-4,000, INITIAL FEE	$30.00
BUILDING VALUE 4,001-100,000, BASE FEE	$75.00
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	$4.00
BUILDING VALUE 100,001-500,000, BASE FEE	$450.00
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	$3.00
BUILDING VALUE 500,001-1,000,000, BASE FEE	$1,650.00
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	$1.50
BUILDING VALUE > 1,000,000 BASE FEE	$2,150.00
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	$1.00

PLAN REVIEW FEES	
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	$30.00
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	$40.00
ZONING REVIEW - ANY VALUE	$20.00
$0.00 to $5,000.00	$25.00
$5,001.00 to $10,000.00	$30.00
$10,001.00 to $50,000.00	$60.00
$50,001.00 to $100,000.00	$80.00
$100,001.00 to $200,000.00	$100.00
$200,001.00 to $500,000.00	$340.00
EACH $50,000.00 OF VALUATION OVER $500,000.00	$20.00

PROCESSING FEES	
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	$200.00
CERTIFICATE OF COMPLETION	$20.00
CERTIFICATE OF OCCUPANCY	$20.00
CHANGE CONTRACTOR FEE	$25.00
CHANGE SUB-CONTRACTOR FEE	$10.00
CLOSEOUT FEES-RE:NEW/ADDN	$250.00
CLOSEOUT FEES-REACTV.MISC	$40.00
CLOSEOUT FEES-REACTV.POOL	$120.00
EXPIRED PERMIT RENEWAL	Cost of original permit excluding impact fees already paid
FINES - WORK WITHOUT A PERMIT	$200 or 2X Permit Fee - whichever is greater
FLOOD DETERMINATION LETTER	$50.00
GENERAL INSPECTION FEE	$40.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	$500.00
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	$50.00
PLACARD FEE	$3.00
PLACARD REPLACEMENT PACKAGE FEE	$20.00
ROW-RESIDENTIAL DRIVEWAY APRON FEE	$125.00
TECHNOLOGY FEE	The greater of $10.00 or 10% of permits and business tax receipt fees

LAND DEVELOPMENT FEES	
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)	
ADDRESSING CHANGES PART OF AN OVERALL DEVELOPMENT PLAN (PER ADDRESS)	$25.00
ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN (PER ADDRESS)	$50.00
COMP PLAN AMEND-LG SCALE	$3,000.00
COMP PLAN AMEND-SM SCALE	$2,000.00
CONCURRENCY REVIEW - NON-BINDING LETTER	$110.00
PLAT - FINAL (BASE FEE)	$750.00
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	$25.00
PLAT - MINOR UP TO 4 LOTS THAT INCLUDE NO IMPROVEMENTS	$525.00
REZONING - NON-PUD	$1,700.00

LAND DEVELOPMENT FEES CONTINUED	
REZONING – PUD AND CODE TEXT AMENDMENTS	$2,000.00
PLANNED DEVELOPMENT MINOR AMENDMENT	$1,000.00
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	$100.00
SITE PLAN REVIEW-LAND DEV	$1,400.00
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST
SMALL SITE PLAN (UNDER 800 SQUARE FEET OF IMPERVIOUS) TO BE HANDLED AS A BUILDING PERMIT PLUS COST OF ANY REQUIRED OUTSIDE REVIEWS (PASS-THRU FEES) IE: STORMWATER	VARIABLE
SPECIAL EXCEPTION-LAND DEV	$500.00
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	$325.00
STREET NAME CHANGE	$350.00
SUBDIVISION FINAL ENGINEERING (BASE FEE)	$1,200.00
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	$25.00
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost
VARIANCE NON-RESIDENTIAL	$500.00
VARIANCE RESIDENTIAL	$350.00
WAVIERS AND APPEALS TO BOPA	$300.00
ALL OTHER	$300.00
ZONING VERIF FOR ALCOHOL / TOBACCO	$50.00
ZONING VERIF LETTER (NON PUD)	$100.00
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH/ SPECIFIC QUESTION	$150.00

SITE PERMIT FEE	
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or $250.00

ELECTRICAL PERMITS	
ELECTRICAL - COMMERCIAL	$60.00
ELECTRICAL - RESIDENTIAL	$30.00
ELEC - CIRCUIT UP TO 10	$6.00
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	$75.00
ELEC - PRE POWER COMMERCIAL	$100.00
ELEC - POOL COMMERCIAL	$200.00
ELEC - PRE POWER - RESIDENTIAL	$50.00
ELEC - TEMP POWER POLE	$50.00
ELEC - PER AMP SINGLE PHASE	$0.60
ELEC - 3PH 241+ VOLT/PER AMP	$1.50
ELEC - 3PH TO 240 VOLT PER AMP	$1.00
ELEC - EACH ADDITIONAL CIRCUIT	$3.00
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	$30.00
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	$5.00

FIRE PLAN REVIEWS	
FIRE PLAN REV/<20K SQ FT	$60.00
FIRE REVIEW/20,001-30K SQ'	$90.00
FIRE REVW/30,001-40K SQ'	$120.00
FIRE REVW/40,001-50K SQ'	$150.00
FIRE REVW/50,001-60K SQ'	$180.00
FIRE REVW/60,001-70K SQ'	$210.00
FIRE REVW/70,001-80K SQ'	$240.00
FIRE REVW/80,001-90K SQ'	$270.00
FIRE PLAN REV/>90,001 SQ'	$300.00
FIRE-HOOD SYS/SPR BTH-SUP	$100.00
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	$25.00
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	$0.50
FIRE SPRINKLER UP TO 10,000 SQ FEET	$100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	$100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	$10.00 per each additional 1000 sq. ft. over 10,000
STANDPIPE SYSTEMS / EACH SYSTEM	$50.00
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	$50.00
COMMERCIAL COOKING - EACH HOOD	$75.00
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	$75.00
VENTILIATION SYSTEM (COMMERCIAL/BOTH)	$50.00
EMERGENCY GENERATOR	$75.00
FUEL TANK INSTALLATION (BELOW GROUND)	$50.00
FUEL TANK INSTALLATION (ABOVE GROUND)	$35.00
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	$75.00
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	$10.00

SYSTEM TEST FEES	
ALARM SYSTEMS UP TO 10,000 SQ FEET	$25.00
ALARM SYSTEMS OVER 10,000 SQ FEET	$50.00
COMMERCIAL COOKING (EACH SYSTEM)	$60.00
FIRE HYDRANT FLOW TEST	$25.00
FIRE PUMP TEST	$25.00
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	$75.00
HYDROSTATIC TEST OVER 10,000 SQ. FT.	$125.00
HYDROSTATIC TEST (UNDERGROUND)	$75.00

ANNUAL FIRE SAFETY INSPECTION FEES	
0 -3,000 SQ. FT. (INITIAL)	$40.00
3,001 - 5,000 SQ. FT. (INITIAL)	$50.00
5,001 - 10,000 SQ. FT. (INITIAL)	$60.00
10,001 - 15,000 SQ. FT. (INITIAL)	$100.00
15,001 - 20,000 SQ. FT. (INITIAL)	$120.00
20,001 - 30,000 SQ. FT. (INITIAL)	$150.00
EACH ADDITIONAL 10,000 SQ. FT.	$8.00

ANNUAL FIRE SAFETY INSPECTION FEES CONTINUED	
1ST REINSPECTION	$40.00
2ND REINSPECTION	$50.00
3RD AND SUBSEQUENT REINSPECTIONS	$160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)	

FIRE INSPECTION FEES FOR BLDG PERMITS	
INITIAL INSPECTION FEE	$40.00
RE-INSPECTION FEE-SECOND	$50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	$160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)	

PLUMBING PERMIT FEES	
PLUMB-MIN FEE-RESIDENTIAL	$30.00
PLUMB-MIN FEE-ALL OTHER	$60.00
PLUMB - BACKFLOW DEVICE	$5.00
PLUMB - SEPTIC/DF UP TO 1000 G	$6.00
PLUMB - WATER SERVICE PIPING	$10.00
PLUMB - STORMWATER	$250.00
PLUMB - SOLAR WATER HEAT SYS	$10.00
PLUMB - POOL DRAIN & PIPE RESD	$30.00
PLUMB - POOL DRAIN & PIPE COMM	$60.00
PLUMB - FIRE SPRINKLER TO CITY WATER	$30.00
PLUMB - FIRE SPRINKLER HEAD (EACH)	$0.50
PLUMB - SEWER PER HOUSE	$10.00
PLUMB - EACH FIXTURE	$5.00
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	$5.00
PLUMB - METER RESET	$10.00
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	$10.00
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	$5.00
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	$2.00

BUILDING PERMIT RE-INSPECTION FEES	
RE-INSPECTION FEE-FIRST	$40.00
RE-INSPECTION FEE-SECOND	$50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	$160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)	

PUBLIC WORKS RE-INSPECTION FEES	
RE-INSPECTION FEE-FIRST	$40.00
RE-INSPECTION FEE-SECOND	$50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	$160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)	

WASTEWATER TAP FEES	
INSPECTION & OBSERERVANCE ONLY	$100.00

WATER TAP FEES	
INSPECTION & OBSERERVANCE ONLY	$100.00

WATER METER SET FEES

METER PURCHASES	
WATER METER PURCHASE FEE	COST + $500.00

INSIDE CITY:	
WATER METER SET - 3/4"	$500.00
WATER METER SET - 1"	$625.00
WATER METER SET - 1 1/2"	$1,050.00
OUTSIDE CITY:	
WATER METER SET - 3/4"	$625.00
WATER METER SET - 1"	$781.25
WATER METER SET - 1 1/2"	$1,312.50

GAS PERMIT FEES	
GAS - PER OUTLET (1-4)	$2.00
GAS - PERMIT RESIDENTIAL	$30.00
GAS - PERMIT COMMERCIAL	$60.00
GAS - EA ADDTNL OUTLET, OVER 4	$3.50

MECHANICAL PERMIT FEES	
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	$30.00
MECHANICAL-ALL OTHER	$60.00
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	$5.00
DUCTWORK ONLY	Valuation
MECH - 0 - 3 TONS	$65.00
MECH - 3+ - 10 TONS, INITIAL FEE	$65.00
MECH - 3+ - 10 TONS PER TON	$11.00
MECH - 10+ - 25 TONS, INITIAL FEE	$142.00
MECH - 10+ - 25 TONS PER TON	$9.00
MECH - 25+ - 50 TONS, INITIAL FEE	$277.00
MECH - 25+ - 50 TONS, PER TON	$ 5.50
MECH - 50+ TONS, INITIAL FEE	$414.00
MECH - 50+ TONS PER TON	$4.50

SIGN PERMIT FEES	
ANNUAL SIGN RENEWAL FEE	$32.00 PER SIGN
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	$10.00
SIGN - NON-ILLUMINATED-EACH SQ. FT.	$0.25
SIGN - ILLUMINATED-1ST 5 SQ. FT.	$25.00
SIGN - ILLUMINATED-EACH SQ. FT.	$0.25
TEMPORARY SIGN-PER DAY	$1.00

MISC. BUILDING & ZONING FEES	
ALCOHOL LICENSE (PER DAY, PER EVENT)	$25.00
BUILDING PERMIT - RESIDENTIAL FENCE	$50.00
BUILDING PERMIT - RESIDENTIAL WATER HEATER	$50.00
FOOD TRUCK PERMIT	$125.00/Year
COMMERCIAL STOCKING PERMIT	$100.00
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	$50.00
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	$50.00
GARAGE SALE PERMIT	$5.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	$500.00
LOW VOLTAGE SYSTEM LABEL	$55.00
METER RESET FEE	$10.00
MOBILE HOME PERMIT (Set-up)	$250.00
MOVING PERMIT (HOUSE MOVING)	$200.00
ROOF - NEW OR REPLACEMENT	$50.00
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	$2.00
SIDEWALK PER LINEAR FT	$25.00
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A
BASE FEE (PER EVENT)	$200.00
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event
SPECIAL EVENT PERMIT - INDEPENDENT	N/A
SMALL EVENT - **50 PEOPLE OR LESS**	$50.00
LARGE EVENT - **51 PEOPLE OR MORE**	$150.00
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event
TENT PERMIT	$50.00
TREE REMOVAL PERMIT, FIRST TREE	$60.00
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	$10.00

PASS-THROUGH FEES	
(ACTUAL CONSULTANT COSTS AS APPLICABLE)	
LEGAL NOTICES	Actual Cost
ADVERTISING	Actual Cost
LEGAL REVIEW AND OPINION	Actual Cost
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL,	
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,	

PASS-THROUGH FEES CONTINUED	
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual cost
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,	
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost

CODE ENFORCEMENT

MISC.	
SPECIAL MASTER	$250.00
SPECIAL MASTER (PER DAY)	$500.00
SPECIAL MASTER (ONE TIME FINE)	$5,000.00
CODE FINE (CLASS I)	$50.00
CODE FINE (CLASS I)-REPEAT OFFENSE	$100.00
CODE FINE (CLASS II)	$100.00
CODE FINE (CLASS II)-REPEAT OFFENSE	$200.00
CODE FINE (CLASS III)	$250.00
CODE FINE (CLASS III)-REPEAT OFFENSE	$500.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(FIRST OFFENSE)	$250.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(EACH SUBSEQUENT OFFENSE)	$500.00
USE OF UNAUTHORIZED DUMPSTER – PER DUMPSTER	$350.00

CITY CLERK

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

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

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

UTILITIES

UTILITY DEPOSIT RATES

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

GREEN	
WATER	$50.00
SEWER	$50.00
SOLID WASTE	$50.00
YELLOW	
WATER	$75.00
SEWER	$75.00
SOLID WASTE	$75.00
RED	
WATER	$100.00
SEWER	$100.00
SOLID WASTE	$100.00

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

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

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

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

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

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

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED ABOVE.

WATER/SEWER UTILITY RATES

WATER

WATER FIXED MONTHLY CHARGES

INSIDE CITY:	
WATER RESIDENTAL 3/4" METER-MONTHLY	$10.79
WATER RESIDENTAL 1" METER-MONTHLY	$10.79
WATER RESIDENTAL 1 1/2" METER-MONTHLY	$35.96
WATER RESIDENTAL 2" METER-MONTHLY	$57.54
WATER RESIDENTAL 3" METER-MONTHLY	$156.44
WATER RESIDENTAL 4" METER-MONTHLY	$269.72
WATER RESIDENTAL 6" METER-MONTHLY	$575.40
WATER RESIDENTAL 8" METER-MONTHLY	$1,006.96
WATER RESIDENTAL 10" METER-MONTHLY	$1,510.44
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	$10.20
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	$10.79
WATER NON-RESIDENTAL 1" METER-MONTHLY	$17.98
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	$35.96
WATER NON-RESIDENTAL 2" METER-MONTHLY	$57.54
WATER NON-RESIDENTAL 3" METER-MONTHLY	$156.44
WATER NON-RESIDENTAL 4" METER-MONTHLY	$269.72
WATER NON-RESIDENTAL 6" METER-MONTHLY	$575.40
WATER NON-RESIDENTAL 8" METER-MONTHLY	$1,006.96
WATER NON-RESIDENTAL 10" METER-MONTHLY	$1,510.44
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	$10.20
WATER NON-RESIDENTAL RECLAIM	$300.00

OUTSIDE CITY:	
WATER RESIDENTAL 3/4" METER-MONTHLY	$13.48
WATER RESIDENTAL 1" METER-MONTHLY	$13.48
WATER RESIDENTAL 1 1/2" METER-MONTHLY	$44.95
WATER RESIDENTAL 2" METER-MONTHLY	$71.92
WATER RESIDENTAL 3" METER-MONTHLY	$195.55
WATER RESIDENTAL 4" METER-MONTHLY	$337.15
WATER RESIDENTAL 6" METER-MONTHLY	$719.26
WATER RESIDENTAL 8" METER-MONTHLY	$1,258.70
WATER RESIDENTAL 10" METER-MONTHLY	$1,888.05
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	$12.75

OUTSIDE CITY CONTINUED:	
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	$13.48
WATER NON-RESIDENTAL 1" METER-MONTHLY	$22.47
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	$44.95
WATER NON-RESIDENTAL 2" METER-MONTHLY	$71.92
WATER NON-RESIDENTAL 3" METER-MONTHLY	$195.55
WATER NON-RESIDENTAL 4" METER-MONTHLY	$337.15
WATER NON-RESIDENTAL 6" METER-MONTHLY	$719.26
WATER NON-RESIDENTAL 8" METER-MONTHLY	$1,258.70
WATER NON-RESIDENTAL 10" METER-MONTHLY	$1,888.05
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	$12.75
WATER NON-RESIDENTAL RECLAIM – PER MONTH	$300.00

WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)	
WATER INSIDE CITY:	
WATER RESIDENTAL 0 TO 2,000 GALLONS	$5.13
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	$10.25
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	$11.79
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	$12.81
WATER RESIDENTAL OVER 15,000 GALLONS	$13.84
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	$5.13
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	$10.25
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	$11.79
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	$12.81
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	$13.84
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	$10.25
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	$10.25
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	$11.79
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	$11.79
WATER NON-RESIDENTAL OVER 15,000 GALLONS	$11.79
WATER MULTI UNIT NON-RESIDENTAL 0 TO 2,000 GALLONS	$5.13
WATER MULTI UNIT NON-RESIDENTAL 2,001 TO 5,000 GALLONS	$10.25
WATER MULTI UNIT NON-RESIDENTAL 5,001 TO 10,000 GALLONS	$11.79
WATER MULTI UNIT NON-RESIDENTAL 10,001 TO 15,000 GALLONS	$12.81
WATER MULTI UNIT NON-RESIDENTAL OVER 15,000 GALLONS	$13.84

WATER OUTSIDE CITY:	
WATER RESIDENTAL 0 TO 2,000 GALLONS	$6.41
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	$12.81
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	$14.74
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	$16.01
WATER RESIDENTAL OVER 15,000 GALLONS	$17.30
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	$6.41

WATER OUTSIDE CITY CONTINUED:	
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	$12.81
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	$14.74
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	$16.01
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	$17.30
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	$12.81
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	$12.81
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	$14.74
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	$14.74
WATER NON-RESIDENTAL OVER 15,000 GALLONS	$14.74
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	$6.41
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	$12.81
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	$14.74
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	$16.01
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	$17.30

SEWER

SEWER FIXED MONTHLY CHARGES	
SEWER INSIDE CITY:	
SEWER RESIDENTAL 3/4" METER-MONTHLY	$16.09
SEWER RESIDENTAL 1" METER-MONTHLY	$16.09
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	$53.64
SEWER RESIDENTAL 2" METER-MONTHLY	$85.82
SEWER RESIDENTAL 3" METER-MONTHLY	$233.32
SEWER RESIDENTAL 4" METER-MONTHLY	$402.27
SEWER RESIDENTAL 6" METER-MONTHLY	$858.19
SEWER RESIDENTAL 8" METER-MONTHLY	$1,501.83
SEWER RESIDENTAL 10" METER-MONTHLY	$2,252.74
SEWER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	$15.20
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	$16.09
SEWER NON-RESIDENTAL 1" METER-MONTHLY	$26.81
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	$53.64
SEWER NON-RESIDENTAL 2" METER-MONTHLY	$85.82
SEWER NON-RESIDENTAL 3" METER-MONTHLY	$233.32
SEWER NON-RESIDENTAL 4" METER-MONTHLY	$402.27
SEWER NON-RESIDENTAL 6" METER-MONTHLY	$858.19
SEWER NON-RESIDENTAL 8" METER-MONTHLY	$1,501.83
SEWER NON-RESIDENTAL 10" METER-MONTHLY	$2,252.74
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	$15.20

SEWER OUTSIDE CITY:	
SEWER RESIDENTAL 3/4" METER-MONTHLY	$20.12
SEWER RESIDENTAL 1" METER-MONTHLY	$20.12
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	$67.05

SEWER OUTSIDE CITY CONTINUED:	
SEWER RESIDENTAL 2" METER-MONTHLY	$107.28
SEWER RESIDENTAL 3" METER-MONTHLY	$291.65
SEWER RESIDENTAL 4" METER-MONTHLY	$502.84
SEWER RESIDENTAL 6" METER-MONTHLY	$1,072.73
SEWER RESIDENTAL 8" METER-MONTHLY	$1,877.28
SEWER RESIDENTAL 10" METER-MONTHLY	$2,815.93
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	$19.01
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	$20.12
SEWER NON-RESIDENTAL 1" METER-MONTHLY	$33.52
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	$67.05
SEWER NON-RESIDENTAL 2" METER-MONTHLY	$107.28
SEWER NON-RESIDENTAL 3" METER-MONTHLY	$291.65
SEWER NON-RESIDENTAL 4" METER-MONTHLY	$502.84
SEWER NON-RESIDENTAL 6" METER-MONTHLY	$1,072.73
SEWER NON-RESIDENTAL 8" METER-MONTHLY	$1,877.28
SEWER NON-RESIDENTAL 10" METER-MONTHLY	$2,815.93
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	$19.01

SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)

SEWER INSIDE CITY:	
SEWER RESIDENTAL 0 TO 2,000 GALLONS	$4.14
SEWER RESIDENTAL OVER 2,000	$12.53
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	$4.14
SEWER RESIDENTAL MULTI UNIT OVER 2,000	$12.53
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	$12.53
SEWER NON-RESIDENTAL OVER 2,000	$12.53
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	$4.14
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	$12.53
SEWER RESIDENTAL 0 TO 2,000 GALLONS	$5.18
SEWER RESIDENTAL OVER 2,000	$15.66
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	$5.18
SEWER RESIDENTAL MULTI UNIT OVER 2,000	$15.66
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	$15.66
SEWER NON-RESIDENTAL OVER 2,000	$15.66
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	$5.18
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	$15.66
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	$15.66
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	$5.18
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	$15.66

FIRE LINE SPRINKLERS	
1" FIRE LINE SPRNKLER - INSIDE CITY	$2.57
2" FIRE LINE SPRNKLER - INSIDE CITY	$5.10
4" FIRE LINE SPRNKLER - INSIDE CITY	$10.19
6" FIRE LINE SPRNKLER - INSIDE CITY	$20.37
8" FIRE LINE SPRNKLER - INSIDE CITY	$40.78
10" FIRE LINE SPRNKLER - INSIDE CITY	$81.52
12" FIRE LINE SPRNKLER - INSIDE CITY	$163.02
1" FIRE LINE SPRNKLER - OUTSIDE CITY	$3.19
2" FIRE LINE SPRNKLER - OUTSIDE CITY	$6.38
4" FIRE LINE SPRNKLER - OUTSIDE CITY	$12.78
6" FIRE LINE SPRNKLER - OUTSIDE CITY	$25.48
8" FIRE LINE SPRNKLER - OUTSIDE CITY	$50.95

RENEWAL/REPLACEMENT	
RENEW/REPLACE SEWER - INSIDE CITY	$3.00
RENEW/REPLACE WATER - INSIDE CITY	$3.00
RENEW/REPLACE SEWER - OUTSIDE CITY	$3.75
RENEW/REPLACE WATER - OUTSIDE CITY	$3.75

MISC./REPLACEMENT FEES	
ACCOUNT FEES:	
ADMINISTRATIVE FEES	$25.00
COLLECTIONS ADMINISTRATIVE FEE	$35.00
DELINQUENT ACCOUNT FEE	$30.00
LATE PAYMENT PENALTY (APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)	15%
COLLECTION AGENCY PERCENTAGE	35%
RETURNED CHECK CHARGE - CHECKS UP TO $50.00	$25.00
RETURNED CHECK CHARGE - CHECKS $50.01 - $300.00	$30.00
RETURNED CHECK CHARGE - CHECKS $300.01 - $800.00	$40.00
RETURNED CHECK CHARGE - CHECKS > $800.00	5% of Face Amt.
SUSPENDED ACCOUNT FEE	$15.00
SUSPENDED ACCOUNT FEE - REACTIVATION	$15.00
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	$100.00

OTHER MISC/REPLACEMENT FEES:	
TEMPORARY TURN-ON	$25.00
BRASS BODY WATER METER	Actual Cost+Labor
BROKEN HARD LOCK	$35.00
BROKEN SOFT LOCK	$30.00
BROKEN MASTER LOCK	$45.00
METER BENCH TEST	$75.00

OTHER MISC/REPLACEMENT FEES CONTINUED:	
BROKEN VALVE	Actual Cost+Labor
METER COUPLING 3/4"	Actual Cost+Labor
BALL VALVE 1"	Actual Cost+Labor
BALL VALVE 3/4"	Actual Cost+Labor
LABOR CHARGE PER HOUR	N\A
METER BOX	Actual Cost+Labor
ADDITIONAL METER CHECK AT LOCATION	$20.00
OVERTIME CHARGE	$52.00
PULLED/SET METER	Labor Cost/1 Hr. Min.
RADIO READ HEAD	Actual Cost+Labor
METER COUPLING 1"	Actual Cost+Labor
METER RISER 7"	Actual Cost+Labor
METER RISER 9"	Actual Cost+Labor
REUSE WATER	Cost as per contract
	all locations
BOOT DAMAGED, STOLEN	$26.00
TAMPERING WITH METER/UNAUTHORIZED TURN-ON FEE PER INCIDENT	$150.00 PLUS REPAIR COSTS, RECONNECTION FEES
HYDRANT RENTAL -	
METER DEPOSIT	$1,700.00
REPLACEMENT HYDRANT METER (IF LOST OR STOLEN)	$4,800.00

MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)	
WTR 0-2,000 GALLONS	$10.25
WTR 2,001-5,000 GALLONS	$10.25
WTR 5,001-10,000 GALLONS	$11.79
WTR 10,001-15,000 GALLONS	$11.79
WTR > 15,000 GALLONS	$11.79
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY

SOLID WASTE COLLECTION

RESIDENTIAL	
RESIDENTIAL TOTER	$27.84
EXTRA RESIDENTIAL TOTER	$27.84
EXTRA RESIDENTIAL TOTER DEPOSIT	$30.00
BULK RATE PER CUBIC YARD	$8.94

COMMERCIAL	
COMMERCIAL CONTAINERS	
2 YARD	
PU/WK - 1	$112.73
PU/WK - 2	$225.41
PU/WK - 3	$338.17
PU/WK - 4	$450.89
PU/WK - 5	$563.62
PU/WK - 6	$676.28
XPU	$27.69

COMMERCIAL CONTAINERS CONTINUED		
4 YARD		
	PU/WK - 1	$203.22
	PU/WK - 2	$406.42
	PU/WK - 3	$609.65
	PU/WK - 4	$812.87
	PU/WK - 5	$1,017.17
	PU/WK - 6	$1,221.49
	XPU	$49.78
6 YARD		
	PU/WK - 1	$332.50
	PU/WK - 2	$654.59
	PU/WK - 3	$981.91
	PU/WK - 4	$1,309.21
	PU/WK - 5	$1,636.50
	PU/WK - 6	$1,963.78
	XPU	$72.23
8 YARD		
	PU/WK - 1	$443.12
	PU/WK - 2	$886.26
	PU/WK - 3	$1,329.34
	PU/WK - 4	$1,772.41
	PU/WK - 5	$2,215.51
	PU/WK - 6	$2,658.60
	XPU	$105.52
T96 CARTS		
	PU/WK - 2	$49.72

COMMERCIAL CONTAINERS DEPOSITS		
2 YARD		
	PU/WK - 1	$225.46
	PU/WK - 2	$450.82
	PU/WK - 3	676.34
	PU/WK - 4	$901.78
	PU/WK - 5	$1,127.24
	PU/WK - 6	$1,352.56
4 YARD		
	PU/WK - 1	$406.44
	PU/WK - 2	$812.84
	PU/WK - 3	$1,219.30
	PU/WK - 4	$1,625.74
	PU/WK - 5	$2,034.34
	PU/WK - 6	$2,442.98

COMMERCIAL CONTAINERS DEPOSITS CONTINUED		
6 YARD		
	PU/WK - 1	$665.00
	PU/WK - 2	$1,309.18
	PU/WK - 3	$1,963.82
	PU/WK - 4	$2,618.42
	PU/WK - 5	$3,273.00
	PU/WK - 6	$3,927.56
8 YARD		
	PU/WK - 1	$886.24
	PU/WK - 2	$1,772.52
	PU/WK - 3	$2,658.68
	PU/WK - 4	$3,544.82
	PU/WK - 5	$4,431.02
	PU/WK - 6	$5,317.20
T96 CARTS		
	PU/WK - 2	$99.44
VIP COMPACTOR (PER CUBIC YARD)		45.39

ROLL-OFF RESIDENTIAL (PER PULL)	
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53

ROLL-OFF COMMERICAL (PER PULL) 2 PULL MINIMUM PER MONTH	
LINER FEE (10 YARD)	$199.50
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	$375.53
DISPOSAL COST	Actual + 33%
DISPOSAL COST - GREEN	Actual + 33%
DISPOSAL COST - C&D	Actual + 33%
DISPOSAL COST - MIXED DEBRIS	Actual + 33%

ROLL-OFF RESIDENTIAL/COMMERICAL - DEPOSIT	
20 YARD	$751.06
30 YARD	$751.06
40 YARD	$751.06

MISC COMMERCIAL CONTAINER CHARGES	
LOCKING LID	$17.46
20YD TRASH COMPACTOR	$751.06
30YD TRASH COMPACTOR	$751.06
40YD TRASH COMPACTOR	$751.06

STORMWATER

STORMWATER UTILITY FEE	
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS ($8.00) PER MONTH, ($96.00 ANNUALLY)	$96.00

POLICE FEES

MISC.	
REPORTS	$1.00
FINGERPRINTS - RESIDENT	$5.00
FINGERPRINTS - NON-RESIDENT	$7.00
DVD	$1.00
BODY WORN CAMERA VIDEO	DEPOSIT OF $30.00, $0.52 PER MINUTE
VEHICLE EQUIPMENT CHECK	$4.00
GOLF CART REGISTRATION	$25.00
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	$150.00
TRESPASS TOWING FEE APPLICATION/PERMIT	$25.00
TRESPASS TOWING FEE ANNUAL INSPECTION	$25.00
FINE FOR E-BIKES, MOBILITY DEVICES, AND MOTORIZED VEHICLES ON SIDEWALKS – PER OCCURRENCE	$50.00
FINE FOR SMOKING AND VAPING IN PUBLIC PARKS – PER OCCURRENT	$50.00

FIRE PROTECTION FEES

FALSE ALARMS	
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	$150.00
LIFT ASSIST FEE	$300.00

GENERAL GOVERNMENT

MERCHANT FEES (APPLIED TO **ALL** PAYMENTS MADE BY CREDIT CARD)	3%
LIEN SEARCH	$75.00
LABOR/HOUR - CITY EMPLOYEE	$35.00
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule
MATERIAL - PURCHASED BY CITY	Actual Cost

NOTE: LIEN REDUCTIONS/MODIFICATIONS

Pursuant to Section 70-35 the City Manager or his/her designee may reduce any fine imposed however, said reduction shall not be less than the costs and expenses incurred by the city. Only the City Manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.

PARKS & RECREATION

FACILITY/FIELD RENTALS	
SICA HALL	
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	$90.00
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	$45.00
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	$160.00
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	$80.00
SICA HALL - ALCOHOL FEE	$100.00
SICA HALL DEPOSIT (REFUNDABLE)	$100.00
SET-UP/BREAKDOWN (PER USE)	$100.00
CLEAN UP (NO REFUND OF DEPOSIT)	
DISCOUNT FOR RESERVING 6 OR MORE EVENTS	10%
CLUBHOUSE	
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	$50.00
CLUB HOUSE (EACH ADDITIONAL HOUR)	$25.00
CLUB HOUSE DEPOSIT	$50.00
CLEAN UP (NO REFUND OF DEPOSIT)	
DISCOUNT FOR RESERVING 6 OR MORE EVENTS	10%
SUNRISE PARK	
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	$45.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	$15.00
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	$45.00
SMALL PAVILION (EACH ADDITIONAL HOUR)	$15.00
GAZEBO (BASE RATE INCLUDES 3 HOURS)	$45.00
GAZEBO (EACH ADDITIONAL HOUR)	$15.00
SUNRISE PARK DEPOSIT (REFUNDABLE)	$25.00
NOTE: FACILITY RENTAL CANCELLATION Cancellations must be made more than two weeks prior to the event date to be eligible for a refund of deposit.	

Exhibit A

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

FEE TYPE	FY2025-26	FY2025-26
BUILDING AND ZONING FEES		
APPLICATION FEES		
APPLIC FEE-TEMP SIGNAGE	25.00	25.00
APPLIC FEE-SIGN PERMIT	25.00	25.00
APPLIC FEE-BD OF PLAN/APL	50.00	50.00
APPLIC FEE-COMM BLDG PRMT - DUE AT SUBMISSION	60.00	60 + PLAN REVIEW FEE + TECHNOLOGY FEE
APPLIC FEE-RES ACCES.STRC	30.00	30.00
APPLIC FEE-RES BLDG PRMIT	30.00	30.00
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00
BUILDING PERMIT FEES		
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00
PLAN REVIEW FEES		
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00
ZONING REVIEW - ANY VALUE	20.00	20.00
$0.00 to $5,000.00	25.00	25.00
$5,001.00 to $10,000.00	30.00	30.00
$10,001.00 to $50,000.00	60.00	60.00
$50,001.00 to $100,000.00	80.00	80.00
$100,001.00 to $200,000.00	100.00	100.00
$200,001.00 to $500,000.00	340.00	340.00
EACH $50,000.00 OF VALUATION OVER $500,000	20.00	20.00
PROCESSING FEES		
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	200.00	200.00
CERTIFICATE OF COMPLETION	20.00	20.00
CERTIFICATE OF OCCUPANCY	20.00	20.00
CHANGE CONTRACTOR FEE	25.00	25.00
CHANGE SUB-CONTRACTOR FEE	10.00	10.00
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00
CLOSEOUT FEES-REACTV.MISC	40.00	40.00
CLOSEOUT FEES-REACTV.POOL	120.00	120.00
EXPIRED PERMIT RENEWAL	Cost of original permit excluding impact fees already paid	Cost of original permit excluding impact fees already paid
FINES - WORK WITHOUT A PERMIT	$200 or 2X Permit Fee - whichever is greater	$200 or 2X Permit Fee - whichever is greater
FLOOD DETERMINATION LETTER	50.00	50.00
GENERAL INSPECTION FEE	40.00	40.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	50.00	50.00
PLACARD FEE	3.00	3.00
PLACARD REPLACEMENT PACKAGE FEE	20.00	20.00
ROW-RESIDENTIAL DRIVEWAY APRON FEE	125.00	125.00
TECHNOLOGY FEE	The greater of $10.00 or 10% of permits and business tax receipt fees	The greater of $10.00 or 10% of permits and business tax receipt fees
LAND DEVELOPMENT FEES		

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)		
ADDRESSING CHANGES PART OF AN OVERALL DEVELOPMENT PLAN (PER ADDRESS)	25.00	25.00
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00	50.00
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00
~~LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION~~	250.00	~~250.00~~
PLAT - FINAL (BASE FEE)	750.00	750.00
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
PLAT - MINOR ~~UNDER~~ UP TO 4 ~~RESIDENTIAL LOTS OR COMMERCIAL~~ LOTS THAT INCLUDE NO IMPROVEMENTS	525.00	525.00
REZONING - NON-PUD~~/CODE AMENDMENT~~	1,400.00	1,700.00
REZONING - PUD AND CODE TEXT AMENDMENTS	2,000.00	2,000.00
REZONING - PUD AMENDMENT MAJOR	REMOVED	REMOVED
PLANNED DEVELOPMENT MINOR AMENDMENT	1,000.00	1,000.00
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	100.00	100.00
SITE PLAN REVIEW-LAND DEV	1,400.00	1,400.00
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST
SMALL SITE PLAN (UNDER 800 SQUARE FEET OF IMPERVIOUS) TO BE HANDLED AS A BUILDING PERMIT PLUS COST OF ANY REQUIRED OUTSIDE REVIEWS (PASS-THRU FEES) IE: STORMWATER	VARIABLE	VARIABLE
SPECIAL EXCEPTION-LAND DEV	500.00	500.00
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00
STREET NAME CHANGE	350.00	350.00
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,200.00	1,200.00
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost
VARIANCE NON-RESIDENTIAL	500.00	500.00
VARIANCE RESIDENTIAL	350.00	350.00
WAVIERS AND APPEALS TO BOPA	300.00	300.00
ALL OTHER	300.00	300.00
ZONING VERIF FOR ALCOHOL / TOBACCO	50.00	50.00
ZONING VERIF LETTER (NON PUD)	75.00	100.00
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH/ SPECIFIC QUESTION	125.00	150.00
SITE PERMIT FEE		
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00
ELECTRICAL PERMITS		
ELECTRICAL - COMMERCIAL	60.00	60.00
ELECTRICAL - RESIDENTIAL	30.00	30.00
ELEC - CIRCUIT UP TO 10	6.00	6.00
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00
ELEC - PRE POWER COMMERCIAL	100.00	100.00
ELEC - POOL COMMERCIAL	200.00	200.00
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00
ELEC - TEMP POWER POLE	50.00	50.00
ELEC - PER AMP SINGLE PHASE	0.60	0.60
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00
FIRE PLAN REVIEWS		
FIRE PLAN REV/<20K SQ FT	60.00	60.00
FIRE REVIEW/20,001-30K SQ'	90.00	90.00
FIRE REVW/30,001-40K SQ'	120.00	120.00
FIRE REVW/40,001-50K SQ'	150.00	150.00
FIRE REVW/50,001-60K SQ'	180.00	180.00
FIRE REVW/60,001-70K SQ'	210.00	210.00
FIRE REVW/70,001-80K SQ'	240.00	240.00
FIRE REVW/80,001-90K SQ'	270.00	270.00
FIRE PLAN REV/>90,001 SQ'	300.00	300.00
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
FIRE SPRINKLER OVER 10,000 SQ FEET	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00
COMMERCIAL COOKING - EACH HOOD	75.00	75.00
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00
VENTILIATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00
EMERGENCY GENERATOR	75.00	75.00
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00
SYSTEM TEST FEES		
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00
FIRE HYDRANT FLOW TEST	25.00	25.00
FIRE PUMP TEST	25.00	25.00
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00
ANNUAL FIRE SAFETY INSPECTION FEES		
0 -3,000 SQ. FT. (INITIAL)	40.00	40.00
3,001 - 5,000 SQ. FT. (INITIAL)	50.00	50.00
5,001 - 10,000 SQ. FT. (INITIAL)	60.00	60.00
10,001 - 15,000 SQ. FT. (Initial)	100.00	100.00
15,001 - 20,000 SQ. FT. (INITIAL)	120.00	120.00
20,001 - 30,000 SQ. FT. (INITIAL)	150.00	150.00
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00
1ST REINSPECTION	40.00	40.00
2ND REINSPECTION	50.00	50.00
3RD AND SUBSEQUENT REINSPECTIONS	160.00	160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)		
FIRE INSPECTION FEES FOR BLDG PERMITS		
INITIAL INSPECTION FEE	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA		
STATE STATUTE 553.80(2)(c)		
PLUMBING PERMIT FEES		
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00
PLUMB-MIN FEE-ALL OTHER	60.00	60.00
PLUMB - BACKFLOW DEVICE	5.00	5.00
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00
PLUMB - WATER SERVICE PIPING	10.00	10.00
PLUMB - STORMWATER	250.00	250.00
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50
PLUMB - SEWER PER HOUSE	10.00	10.00
PLUMB - EACH FIXTURE	5.00	5.00
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00
PLUMB - METER RESET	10.00	10.00
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00
BUILDING PERMIT RE-INSPECTION FEES		
RE-INSPECTION FEE-FIRST	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)		
PUBLIC WORKS RE-INSPECTION FEES		
RE-INSPECTION FEE-FIRST	40.00	40.00

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)		
WASTEWATER TAP FEES		
INSPECTION & OBSERVANCE ONLY	100.00	100.00
WATER TAP FEES		
INSPECTION & OBSERVANCE ONLY	100.00	100.00
METER PURCHASES		
WATER METER PURCHASE FEE	-	Cost + 5%
WATER METER SET FEES		
INSIDE CITY:		
WATER METER SET - 3/4"	500.00	500.00
WATER METER SET - 1"	625.00	625.00
WATER METER SET - 1 1/2"	1,050.00	1,050.00
OUTSIDE CITY:		
WATER METER SET - 3/4"	625.00	625.00
WATER METER SET - 1"	781.25	781.25
WATER METER SET - 1 1/2"	1,312.50	1,312.50
GAS PERMIT FEES		
GAS - PER OUTLET (1-4)	2.00	2.00
GAS - PERMIT RESIDENTIAL	30.00	30.00
GAS - PERMIT COMMERCIAL	60.00	60.00
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50
MECHANICAL PERMIT FEES		
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00
MECHANICAL-ALL OTHER	60.00	60.00
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00
DUCTWORK ONLY	Valuation	Valuation
MECH - 0 - 3 TONS	65.00	65.00
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00
MECH - 3+ - 10 TONS PER TON	11.00	11.00
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00
MECH - 10+ - 25 TONS PER TON	9.00	9.00
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00
MECH - 25+ - 50 TONS, PER TON	5.50	5.50
MECH - 50+ TONS, INITIAL FEE	414.00	414.00
MECH - 50+ TONS PER TON	4.50	4.50
SIGN PERMIT FEES		
ANNUAL SIGN RENEWAL FEE	$32.00 PER SIGN	$32.00 PER SIGN
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25
TEMPORARY SIGN-PER DAY	1.00	1.00
MISC. BUILDING & ZONING FEES		
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00
FOOD TRUCK PERMIT	125.00/Year	125.00/Year
COMMERCIAL STOCKING PERMIT	100.00	100.00
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00
GARAGE SALE PERMIT	5.00	5.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
LOW VOLTAGE SYSTEM LABEL	55.00	55.00
METER RESET FEE	10.00	10.00
MOBILE HOME PERMIT (Set-up)	250.00	250.00
MOVING PERMIT (HOUSE MOVING)	200.00	200.00
ROOF - NEW OR REPLACEMENT	50.00	50.00
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00
SIDEWALK PER LINEAR FT	25.00	25.00
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A
BASE FEE (PER EVENT)	200.00	200.00
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A

	FY2025-26	FY2025-26
SMALL EVENT - **50 PEOPLE OR LESS**	50.00	50.00
LARGE EVENT - **51 PEOPLE OR MORE**	150.00	150.00
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event
TENT PERMIT	50.00	50.00
TREE REMOVAL PERMIT, FIRST TREE	60.00	60.00
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	10.00	10.00
PASS-THROUGH FEES		
(ACTUAL CONSULTANT COSTS AS APPLICABLE)		
LEGAL NOTICES	Actual Cost	Actual Cost
ADVERTISING	Actual Cost	Actual Cost
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
CODE ENFORCEMENT		
MISC.		
SPECIAL MASTER	250.00	250.00
SPECIAL MASTER (PER DAY)	500.00	500.00
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00
CODE FINE (CLASS I)	50.00	50.00
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00
CODE FINE (CLASS II)	100.00	100.00
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00
CODE FINE (CLASS III)	250.00	250.00
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(FIRST OFFENSE)	250.00	250.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(EACH SUBSEQUENT OFFENSE)	500.00	500.00
USE OF UNAUTHORIZED DUMPTER - PER DUMPSTER	350.00	350.00
CITY CLERK		
MISCELLANEOUS CHARGES FOR COPIES		
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75
LARGER SIZE COPIES	Actual Cost	Actual Cost
DUPLICATION		
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	$1.00 Per Page	$1.00 Per Page
DUPLICATE DVD/CD	2.00	2.00
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00
NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND		
§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."		
UTILITIES		
UTILITY DEPOSIT RATES		
RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:		
GREEN		
WATER	50.00	50.00
SEWER	50.00	50.00
SOLID WASTE	50.00	50.00
YELLOW		
WATER	75.00	75.00

	FY2025-26	FY2025-26
SEWER	75.00	75.00
SOLID WASTE	75.00	75.00
RED		
WATER	100.00	100.00
SEWER	100.00	100.00
SOLID WASTE	100.00	100.00

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

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

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

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

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

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

ADDITIONAL DEPOSITS
IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED ABOVE.

WATER/SEWER UTILITY RATES
WATER
WATER FIXED MONTHLY CHARGES
INSIDE CITY:

	FY2025-26	FY2025-26
WATER RESIDENTAL 3/4" METER-MONTHLY	10.79	10.79
WATER RESIDENTAL 1" METER-MONTHLY	10.79	10.79
WATER RESIDENTAL 1 1/2" METER-MONTHLY	35.96	35.96
WATER RESIDENTAL 2" METER-MONTHLY	57.54	57.54
WATER RESIDENTAL 3" METER-MONTHLY	156.44	156.44
WATER RESIDENTAL 4" METER-MONTHLY	269.72	269.72
WATER RESIDENTAL 6" METER-MONTHLY	575.40	575.40
WATER RESIDENTAL 8" METER-MONTHLY	1,006.96	1,006.96
WATER RESIDENTAL 10" METER-MONTHLY	1,510.44	1,510.44
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	10.20	10.20
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	10.79	10.79
WATER NON-RESIDENTAL 1" METER-MONTHLY	17.98	17.98
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	35.96	35.96
WATER NON-RESIDENTAL 2" METER-MONTHLY	57.54	57.54
WATER NON-RESIDENTAL 3" METER-MONTHLY	156.44	156.44
WATER NON-RESIDENTAL 4" METER-MONTHLY	269.72	269.72
WATER NON-RESIDENTAL 6" METER-MONTHLY	575.40	575.40
WATER NON-RESIDENTAL 8" METER-MONTHLY	1,006.96	1,006.96
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,510.44	1,510.44
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	10.20	10.20
OUTSIDE CITY:		
WATER RESIDENTAL 3/4" METER-MONTHLY	13.48	13.48
WATER RESIDENTAL 1" METER-MONTHLY	13.48	13.48
WATER RESIDENTAL 1 1/2" METER-MONTHLY	44.95	44.95
WATER RESIDENTAL 2" METER-MONTHLY	71.92	71.92
WATER RESIDENTAL 3" METER-MONTHLY	195.55	195.55
WATER RESIDENTAL 4" METER-MONTHLY	337.15	337.15
WATER RESIDENTAL 6" METER-MONTHLY	719.26	719.26
WATER RESIDENTAL 8" METER-MONTHLY	1,258.70	1,258.70
WATER RESIDENTAL 10" METER-MONTHLY	1,888.05	1,888.05
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	12.75	12.75
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	13.48	13.48

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
WATER NON-RESIDENTAL 1" METER-MONTHLY	22.47	22.47
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	44.95	44.95
WATER NON-RESIDENTAL 2" METER-MONTHLY	71.92	71.92
WATER NON-RESIDENTAL 3" METER-MONTHLY	195.55	195.55
WATER NON-RESIDENTAL 4" METER-MONTHLY	337.15	337.15
WATER NON-RESIDENTAL 6" METER-MONTHLY	719.26	719.26
WATER NON-RESIDENTAL 8" METER-MONTHLY	1,258.70	1,258.70
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,888.05	1,888.05
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	12.75	12.75
WATER NON-RESIDENTIAL RECLAIM - PER MONTH	-	300.00
WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
WATER INSIDE CITY:		
WATER RESIDENTAL 0 TO 2,000 GALLONS	5.13	5.13
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	10.25	10.25
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	11.79	11.79
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	12.81	12.81
WATER RESIDENTAL OVER 15,000 GALLONS	13.84	13.84
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	5.13	5.13
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	10.25	10.25
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	11.79	11.79
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	12.81	12.81
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	13.84	13.84
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	10.25	10.25
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	10.25	10.25
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	11.79	11.79
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	11.79	11.79
WATER NON-RESIDENTAL OVER 15,000 GALLONS	11.79	11.79
WATER MULTI UNIT NON-RESIDENTAL 0 TO 2,000 GALLONS	5.13	5.13
WATER MULTI UNIT NON-RESIDENTAL 2,001 TO 5,000 GALLONS	10.25	10.25
WATER MULTI UNIT NON-RESIDENTAL 5,001 TO 10,000 GALLONS	11.79	11.79
WATER MULTI UNIT NON-RESIDENTAL 10,001 TO 15,000 GALLONS	12.81	12.81
WATER MULTI UNIT NON-RESIDENTAL OVER 15,000 GALLONS	13.84	13.84
WATER OUTSIDE CITY:		
WATER RESIDENTAL 0 TO 2,000 GALLONS	6.41	6.41
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	12.81	12.81
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	14.74	14.74
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	16.01	16.01
WATER RESIDENTAL OVER 15,000 GALLONS	17.30	17.30
	-	-
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	6.41	6.41
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	12.81	12.81
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	14.74	14.74
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	16.01	16.01
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	17.30	17.30
	-	-
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	12.81	12.81
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	12.81	12.81
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	14.74	14.74
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	14.74	14.74
WATER NON-RESIDENTAL OVER 15,000 GALLONS	14.74	14.74
	-	-
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	6.41	6.41
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	12.81	12.81
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	14.74	14.74
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	16.01	16.01
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	17.30	17.30
SEWER		
SEWER FIXED MONTHLY CHARGES		
SEWER INSIDE CITY:		
SEWER RESIDENTAL 3/4" METER-MONTHLY	16.09	16.09
SEWER RESIDENTAL 1" METER-MONTHLY	16.09	16.09
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	53.64	53.64
SEWER RESIDENTAL 2" METER-MONTHLY	85.82	85.82
SEWER RESIDENTAL 3" METER-MONTHLY	233.32	233.32
SEWER RESIDENTAL 4" METER-MONTHLY	402.27	402.27
SEWER RESIDENTAL 6" METER-MONTHLY	858.19	858.19
SEWER RESIDENTAL 8" METER-MONTHLY	1,501.83	1,501.83

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
SEWER RESIDENTAL 10" METER-MONTHLY	2,252.74	2,252.74
SEWER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	15.20	15.20
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	16.09	16.09
SEWER NON-RESIDENTAL 1" METER-MONTHLY	26.81	26.81
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	53.64	53.64
SEWER NON-RESIDENTAL 2" METER-MONTHLY	85.82	85.82
SEWER NON-RESIDENTAL 3" METER-MONTHLY	233.32	233.32
SEWER NON-RESIDENTAL 4" METER-MONTHLY	402.27	402.27
SEWER NON-RESIDENTAL 6" METER-MONTHLY	858.19	858.19
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,501.83	1,501.83
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,252.74	2,252.74
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	15.20	15.20
SEWER OUTSIDE CITY:		
SEWER RESIDENTAL 3/4" METER-MONTHLY	20.12	20.12
SEWER RESIDENTAL 1" METER-MONTHLY	20.12	20.12
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	67.05	67.05
SEWER RESIDENTAL 2" METER-MONTHLY	107.28	107.28
SEWER RESIDENTAL 3" METER-MONTHLY	291.65	291.65
SEWER RESIDENTAL 4" METER-MONTHLY	502.84	502.84
SEWER RESIDENTAL 6" METER-MONTHLY	1,072.73	1,072.73
SEWER RESIDENTAL 8" METER-MONTHLY	1,877.28	1,877.28
SEWER RESIDENTAL 10" METER-MONTHLY	2,815.93	2,815.93
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	19.01	19.01
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	20.12	20.12
SEWER NON-RESIDENTAL 1" METER-MONTHLY	33.52	33.52
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	67.05	67.05
SEWER NON-RESIDENTAL 2" METER-MONTHLY	107.28	107.28
SEWER NON-RESIDENTAL 3" METER-MONTHLY	291.65	291.65
SEWER NON-RESIDENTAL 4" METER-MONTHLY	502.84	502.84
SEWER NON-RESIDENTAL 6" METER-MONTHLY	1,072.73	1,072.73
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,877.28	1,877.28
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,815.93	2,815.93
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	19.01	19.01
	-	-
SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
SEWER INSIDE CITY:		
SEWER RESIDENTAL 0 TO 2,000 GALLONS	4.14	4.14
SEWER RESIDENTAL OVER 2,000	12.53	12.53
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.14	4.14
SEWER RESIDENTAL MULTI UNIT OVER 2,000	12.53	12.53
	-	-
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	12.53	12.53
SEWER NON-RESIDENTAL OVER 2,000	12.53	12.53
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.14	4.14
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	12.53	12.53
SEWER RESIDENTAL 0 TO 2,000 GALLONS	5.18	5.18
SEWER RESIDENTAL OVER 2,000	15.66	15.66
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	5.18	5.18
SEWER RESIDENTAL MULTI UNIT OVER 2,000	15.66	15.66
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	15.66	15.66
SEWER NON-RESIDENTAL OVER 2,000	15.66	15.66
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	5.18	5.18
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	15.66	15.66
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	15.66	15.66
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	5.18	5.18
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	15.66	15.66
FIRE LINE SPRINKLERS		
1" FIRE LINE SPRNKLER - INSIDE CITY	2.57	2.57
2" FIRE LINE SPRNKLER - INSIDE CITY	5.10	5.10
4" FIRE LINE SPRNKLER - INSIDE CITY	10.19	10.19
6" FIRE LINE SPRNKLER - INSIDE CITY	20.37	20.37
8" FIRE LINE SPRNKLER - INSIDE CITY	40.78	40.78
10" FIRE LINE SPRNKLER - INSIDE CITY	81.52	81.52
12" FIRE LINE SPRNKLER - INSIDE CITY	163.02	163.02
1" FIRE LINE SPRNKLER - OUTSIDE CITY	3.19	3.19
2" FIRE LINE SPRNKLER - OUTSIDE CITY	6.38	6.38
4" FIRE LINE SPRNKLER - OUTSIDE CITY	12.78	12.78
6" FIRE LINE SPRNKLER - OUTSIDE CITY	25.48	25.48

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
8" FIRE LINE SPRNKLER - OUTSIDE CITY	50.95	50.95
RENEWAL/REPLACEMENT		
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75
MISC./REPLACEMENT FEES		
ACCOUNT FEES:		
ADMINISTRATIVE FEES	25.00	25.00
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00
DELINQUENT ACCOUNT FEE	30.00	30.00
LATE PAYMENT PENALTY (APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)	0.15	0.15
COLLECTION AGENCY PERCENTAGE	0.35	0.35
RETURNED CHECK CHARGE - CHECKS UP TO $50.00	25.00	25.00
RETURNED CHECK CHARGE - CHECKS $50.01 - $300.00	30.00	30.00
RETURNED CHECK CHARGE - CHECKS $300.01 - $800.00	40.00	40.00
RETURNED CHECK CHARGE - CHECKS > $800.00	5% of Face Amt.	5% of Face Amt.
SUSPENDED ACCOUNT FEE	15.00	15.00
SUSPENDED ACCOUNT FEE - REACTIVATION	15.00	15.00
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00
OTHER MISC/REPLACEMENT FEES:		
TEMPORARY TURN-ON	25.00	25.00
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor
BROKEN HARD LOCK	35.00	35.00
BROKEN SOFT LOCK	30.00	30.00
BROKEN MASTER LOCK	45.00	45.00
METER BENCH TEST	75.00	75.00
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor
LABOR CHARGE PER HOUR	N\A	N\A
METER BOX	Actual Cost+Labor	Actual Cost+Labor
ADDITIONAL METER CHECK AT LOCATION	20.00	20.00
OVERTIME CHARGE	52.00	52.00
PULLED/SET METER	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor
METER RISER 7"	Actual Cost+Labor	Actual Cost+Labor
METER RISER 9"	Actual Cost+Labor	Actual Cost+Labor
REUSE WATER	Cost as per contract all locations	Cost as per contract all locations
BOOT DAMAGED, STOLEN	26.00	26.00
TAMPERING WITH METER/UNAUTHOREIZED TURN-ON FEE PER INCIDENT		$150.00 PLUS REPAIR COSTS, RECONNECTION FEES
HYDRANT RENTAL -		
METER DEPOSIT	1,700.00	1,700.00
REPLACEMENT HYDRANT METER (IF LOST OR STOLEN)		4,800.00
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
WTR 0-2,000 GALLONS	10.25	10.25
WTR 2,001-5,000 GALLONS	10.25	10.25
WTR 5,001-10,000 GALLONS	11.79	11.79
WTR 10,001-15,000 GALLONS	11.79	11.79
WTR > 15,000 GALLONS	11.79	11.79
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY
SOLID WASTE COLLECTION		
RESIDENTIAL		
RESIDENTIAL TOTER	27.84	27.84
EXTRA RESIDENTIAL TOTER	27.84	27.84
EXTRA RESIDENTIAL TOTER DEPOSIT	30.00	30.00
BULK RATE PER CUBIC YARD	8.94	8.94

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

		FY2025-26	FY2025-26
COMMERCIAL			
Commercial Containers			
2 YARD			
	PU/WK - 1	112.73	112.73
	PU/WK - 2	225.41	225.41
	PU/WK - 3	338.17	338.17
	PU/WK - 4	450.89	450.89
	PU/WK - 5	563.62	563.62
	PU/WK - 6	676.28	676.28
	XPU	27.69	27.69
4 YARD			
	PU/WK - 1	203.22	203.22
	PU/WK - 2	406.42	406.42
	PU/WK - 3	609.65	609.65
	PU/WK - 4	812.87	812.87
	PU/WK - 5	1,017.17	1,017.17
	PU/WK - 6	1,221.49	1,221.49
	XPU	49.78	49.78
6 YARD			
	PU/WK - 1	332.50	332.50
	PU/WK - 2	654.59	654.59
	PU/WK - 3	981.91	981.91
	PU/WK - 4	1,309.21	1,309.21
	PU/WK - 5	1,636.50	1,636.50
	PU/WK - 6	1,963.78	1,963.78
	XPU	72.23	72.23
8 YARD			
	PU/WK - 1	443.12	443.12
	PU/WK - 2	886.26	886.26
	PU/WK - 3	1,329.34	1,329.34
	PU/WK - 4	1,772.41	1,772.41
	PU/WK - 5	2,215.51	2,215.51
	PU/WK - 6	2,658.60	2,658.60
	XPU	105.52	105.52
T96 CARTS			
	PU/WK - 2	49.72	49.72
LINER FEE (10 YARD)			199.50
Commercial Containers - Deposit			
2 YARD			
	PU/WK - 1	225.46	225.46
	PU/WK - 2	450.82	450.82
	PU/WK - 3	676.34	676.34
	PU/WK - 4	901.78	901.78
	PU/WK - 5	1,127.24	1,127.24
	PU/WK - 6	1,352.56	1,352.56
4 YARD			
	PU/WK - 1	406.44	406.44
	PU/WK - 2	812.84	812.84
	PU/WK - 3	1,219.30	1,219.30
	PU/WK - 4	1,625.74	1,625.74
	PU/WK - 5	2,034.34	2,034.34
	PU/WK - 6	2,442.98	2,442.98
6 YARD			
	PU/WK - 1	665.00	665.00
	PU/WK - 2	1,309.18	1,309.18
	PU/WK - 3	1,963.82	1,963.82
	PU/WK - 4	2,618.42	2,618.42
	PU/WK - 5	3,273.00	3,273.00
	PU/WK - 6	3,927.56	3,927.56
8 YARD			
	PU/WK - 1	886.24	886.24
	PU/WK - 2	1,772.52	1,772.52
	PU/WK - 3	2,658.68	2,658.68
	PU/WK - 4	3,544.82	3,544.82
	PU/WK - 5	4,431.02	4,431.02
	PU/WK - 6	5,317.20	5,317.20
T96 CARTS			
	PU/WK - 2	99.44	99.44

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 4/01/2026

	FY2025-26	FY2025-26
VIP COMPACTOR (Per Cubic Yard)	45.39	45.39
ROLL-OFF RESIDENTIAL (PER PULL)		
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
ROLL-OFF COMMERICAL (PER PULL) 2 PULL MINIMUM PER MONTH		
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL	375.53	375.53
DISPOSAL COST	Actual + 33%	Actual + 33%
DISPOSAL COST - GREEN	Actual + 33%	Actual + 33%
DISPOSAL COST - C&D	Actual + 33%	Actual + 33%
DISPOSAL COST - MIXED DEBRIS	Actual + 33%	Actual + 33%
ROLL-OFF RESIDENTIAL/COMMERICAL - DEPOSIT		
20 YARD	751.06	751.06
30 YARD	751.06	751.06
40 YARD	751.06	751.06
MISC COMMERCIAL CONTAINER CHARGES		
LOCKING LID	17.46	17.46
20YD TRASH COMPACTOR	751.06	751.06
30YD TRASH COMPACTOR	751.06	751.06
40YD TRASH COMPACTOR	751.06	751.06
STORMWATER		
STORMWATER UTILITY FEE		
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS ($8.00) PER MONTH, ($96.00 ANNUALLY)	96.00	96.00
POLICE FEES		
MISC.		
REPORTS	1.00	1.00
FINGERPRINTS - RESIDENT	5.00	5.00
FINGERPRINTS - NON-RESIDENT	7.00	7.00
DVD	1.00	1.00
BODY WORN CAMERA VIDEO	DEPOSIT OF $30.00, $0.52 PER MINUTE	DEPOSIT OF $30.00, $0.52 PER MINUTE
VEHICLE EQUIPMENT CHECK	4.00	4.00
GOLF CART REGISTRATION	25.00	25.00
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	150.00	150.00
~~FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS~~	~~150.00~~	~~150.00~~
~~FALSE ALARMS-6TH & GREATER IN 365 DAYS~~	~~150.00~~	~~150.00~~
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00
FINE FOR E-BIKES, MOBILITY DEVICES, AND MOTORIZED VEHICLES ON SIDEWALKS PER OCCURRENCE	50.00	50.00
FINE FOR SMOKING AND VAPING IN PUBLIC PARKS PER OCCURRENCE	50.00	50.00
FIRE PROTECTION FEES		
FALSE ALARMS		
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	150.00	150.00
LIFT ASSIST FEE	300.00	300.00
GENERAL GOVERNMENT		
MERCHANT FEES (APPLIED TO **ALL** PAYMENTS MADE BY CREDIT CARD)	3%	3%
LIEN SEARCH	75.00	75.00
LABOR/HOUR - CITY EMPLOYEE	35.00	35.00
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost
NOTE: LIEN REDUCTIONS/MODIFICATIONS		

Pursuant to Section 70-35 the city manager or his/her designee may reduce any fine impose however, said reduction shall not be less than the costs and expenses incurred by the city. Only the city manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.

	FY2025-26	FY2025-26
PARKS & RECREATION		
FACILITY/FIELD RENTALS		
SICA HALL		
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	90.00	90.00
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	45.00	45.00
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	160.00	160.00
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	80.00	80.00
SICA HALL - ALCOHOL FEE	100.00	100.00
SICA HALL DEPOSIT (REFUNDABLE)	100.00	100.00
SET-UP/BREAKDOWN (PER ROOM)	30.00	100.00
CLEAN UP (NO REFUND OF DEPOSIT)		
DISCOUNT FOR RESERVING 6 OR MORE EVENTS		10%
CLUBHOUSE		
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	50.00	50.00
CLUB HOUSE (EACH ADDITIONAL HOUR)	25.00	25.00
CLUB HOUSE DEPOSIT	50.00	50.00
CLEAN UP (NO REFUND OF DEPOSIT)		
DISCOUNT FOR RESERVING 6 OR MORE EVENTS		10%
SUNRISE PARK		
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	45.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00	15.00
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	45.00
SMALL PAVILION (EACH ADDITIONAL HOUR)	10.00	15.00
GAZEBO (BASE RATE INCLUDES 3 HOURS)	30.00	45.00
GAZEBO (EACH ADDITIONAL HOUR)	10.00	15.00
SUNRISE PARK DEPOSIT (REFUNDABLE)		25.00

NOTE: FACILITY RENTAL CANCELLATIONS

Cancellations must be made more than two weeks prior to the event date to be eligible for a refund of deposit.

DISCUSSION:

The fiscal year 2025-2026 budget includes $78,000 for a pipe maintenance trailer to support sewer and stormwater inspections. This equipment will improve service efficiency and provide cost savings by reducing the need for outside vendors to provide this service.

Staff have identified a battery-operated advanced pipe crawler inspection system available from Pat's Pump and Blower. As a demonstration unit with only 14 hours of use, it is available for $85,000 (detailed in Exhibit A). For comparison, staff obtained quotes for the same unit new at $130,288.57 and $136,948.00 respectively (detailed in Exhibit B).

Pursuant to City Purchasing Policy 2.31 (Exhibit C), staff suggest this purchase qualifies for non-competitive negotiation as a resale item, given that other formal procedures are not feasible for this specific opportunity.

Staff have inspected the unit, confirmed its excellent condition, and recommend proceeding with the purchase.

FISCAL ANALYSIS:

The pipe maintenance trailer was budgeted in the amount of $39,000 in Stormwater general ledger account 461-8110-538-6400 and in the amount of $39,000 in Wastewater general ledger account 407-8110-580-6400. This purchase has been assigned project code 26SW03.

A budget amendment in the amount of $7,000 is required in order to make this purchase. Accordingly, a budget amendment request is included for your review (Exhibit D).

STAFF RECOMMENDATION:

Approve the purchase of a demonstration unit pipe crawler inspection system from Pat's Pump and Blower in the amount of $85,000, approve a budget amendment in the amount of $7,000 to fully fund this purchase and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE PURCHASE OF A DEMONSTRATION UNIT PIPE CRAWLER INSPECTION SYSTEM FROM PAT'S PUMP AND BLOWER IN THE AMOUNT OF $85,000, APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF $7,000 TO FULLY FUND THIS PURCHASE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

RESOLUTION 2026-R-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A DEMONSTRATION UNIT PIPE CRAWLER INSPECTION SYSTEM FROM PAT'S PUMP AND BLOWER IN THE AMOUNT OF $85,000, APPROVING A BUDGET AMENDMENT IN THE AMOIUNT OF $7,000 TO FULLY FUND THIS PURCHASE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an advanced pipe crawler inspection system demonstration unit with 14 hours of use has become available at a cost of $85,000; and

WHEREAS, proposals for new units have been received at the costs of $130,288.57 and $136,948.00 respectively; and

WHEREAS, staff have examined the demo unit, find it to be in superlative order and recommend the purchase of the unit; and

WHEREAS, funds in the amount of $7,000 have been identified to provide for a budget amendment in order to fully fund this purchase.

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

SECTION 1. That the City Commission of the City of Holly Hill approves the purchase of a demonstration unit pipe crawler inspection system from Pat's Pump and Blower in the amount of $85,000 and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $7,000 to fully fund this purchase and authorizes the City Manager to execute the same

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

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

APPROVED AND AUTHENTICATED on this 24th day of MARCH 2026.

PAT'S PUMP + BLOWER

PIPE TREKKER

Customer Name	City of Holly Hill
Contact Name	John Yokem
Title	Fleet Supervisor
Email Address	jyokem@hollyhillfl.org
Date	2/27/2026

Prepared by
Pat's Pump & Blower LLC
Shawn White
407-399-5274
shawn@patspump.com

CONTRACT #	FSA23-EQU21.0: EQUIPMENT
GROUP	PIPE INSPECTION
ITEM #	308

QTY	PRODUCT CODE	BASE MODEL	LIST PRICE	EXTENDED LIST	NOTES
1	A-200	STANDARD PAT'S PUMP & BLOWER LLC. PIPE CRAWLER INSPECTION SYSTEM	$ 80,715.00	$ 80,715.00	

		PIPE CRAWLER MODELS			
QTY	PRODUCT CODE	PRODUCT DESCRIPTION	LIST PRICE	EXTENDED LIST	NOTES
1	A-200X	8" CAMERA, FULL HDPT, ZOOM, REAR CAMERA, TOUCHSCREEN, REPORTING SOFTWARE, MAGNETIC COUPLING, ROBOTIC ARM, RUBBER WHEEL KIT, CARBIDE WHEELS, POWERED REEL, TETHER LENGTH 310M	$ 44,573.57	$ 44,573.57	UPGRADE OPTION

	PRODUCT CODE	DESCRIPTION FOR ANY UNSPECIFIED OPTION	LIST PRICE	EXTENDED LIST	NOTES
1	STKIT	SPECIALTY TOOL Kit. 1/2" AND 1"	$ 5,000.00	$ 5,000.00	
1	ENCLOUSURE BOX	CUSTOM MADE RISE PORTABLE ENCLOUSURE SETUP FOR CAMERA SYSTEM	$ -	$ -	COURTESY GIFT
1	CREDIT	DEMO UNIT DISCOUNT	$ (45,288.57)	$ (45,288.57)	DISCOUNT

TOTAL FSA CONTRACT LIST PRICE
$85,000.00

PAT'S PUMP + BLOWER

PIPE TREKKER

Customer Name	City of Holly Hill
Contact Name	John Yokem
Title	Fleet Supervisor
Email Address	jyokem@hollyhillfl.org
Date	2/27/2026

Prepared by
Pat's Pump & Blower LLC
Shawn White
407-399-5274
shawn@patspump.com

CONTRACT #	FSA23-EQU21.0: EQUIPMENT
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	PRODUCT CODE	DESCRIPTION FOR ANY UNSPECIFIED OPTION	LIST PRICE	EXTENDED LIST	NOTES
1	STKIT	SPECIALTY TOOL Kit. 1/2" AND 1"	$ 5,000.00	$ 5,000.00	
1	ENCLOUSURE BOX	CUSTOM MADE RISE PORTABLE ENCLOUSURE SETUP FOR CAMERA SYSTEM	$ -	$ -	COURTESY GIFT

TOTAL FSA CONTRACT LIST PRICE
$130,288.57

DEEP TREKKER

Holly Hill FL - A-200 X

Holly Hill FL

John Pokemon
jyokem@hollyhillfl.org

Reference: 20260309-124105362
Quote created: March 9, 2026
Quote expires: April 8, 2026
Quote created by: Tristan Walker
"Global Sales Manager"
twalker@deeptrekker.com

Comments from Tristan Walker

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
PIPE TREKKER A-200X PACKAGE A-200X PIPE CRAWLER Base Crawler System 1080p, 10x Optical, 12x Digital Pan Tilt Zoom Camera Robotic Elevating Arm LED Floodlights 310M (1,017') Hybrid Power Tether Powered Counter Reel 10" Touch Screen Tablet Controller Rubber Wheel Kit for 8" Pipe Rubber Wheel Kit for 10" Pipe Rubber Wheel Kit for 12" Pipe Carbide Wheel Kit for 8" Pipe Rear Facing Camera with Lights 512 MHz Sonde 2 Rugged Carrying Cases Lifting Kit, Port Caps, Charger 1 Year Bronze Warranty Free 2 Hour Virtual Training Session with Technical Trainer ($2,000 Value) Specialty Tool Kit. 1/2" and 1" RISE Portable Enclosure set up for A-200X System	A10800X	1	$132,000.00	$132,000.00
Shipping Insurance Optional Coverage Against Damage/Loss During Shipment Price includes Insurance coverage for all shipments of this vehicle back and forth to Deep Trekker in case of Warranty Repair	Shipping Insurance	1	$3,900.00	$3,900.00
Shipping to USA (Pipe Trekker Crawler Package) Shipping Costs Are Estimated And May Change Based On Location Or Size		1	$1,048.00	$1,048.00

One-time subtotal	$136,948.00
Total	**$136,948.00**

stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

POLICY 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts:
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials:
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;

- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

POLICY 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

(a) Accept the offer was made, if the price is fair and reasonable.

(b) Negotiate an acceptable contract with the sole bidder.

(c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine "the necessary common standard of competition"?

The following action shall be taken:

(a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.

(b) If the error and the correction are clearly evident, such as typographical, extension of unit

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Adjustment Request
Fiscal Year 2025-2026

Requesting Department	Date
Public Works	3/10/2026

TAKE FUNDS FROM ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	26WW04	Enterprise Capital Infrastructure	7,000.00
		Total	7,000.00

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6400	26SW03	Enterprise Capital Machinery & Equipment	7,000.00
		Total	7,000.00

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

Allow for the purchase of an advanced pipe crawler inspection system to make service delivery more efficient for sewer and stormwater pipe inspections and reduce the need for consulting of outside vendors. Adequate funds are available in project 26WW04 to allow for this transfer.

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 -------------------

Finance Review

Finance Director Signature ____________ Date ____________ Resolution # ____________

RESOLUTION 2026-R-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 1 WITH PAUL CULVER CONSTRUCTION TO REPAIR THE ADDITIONAL DAMAGED SECTION OF THE RIVERSIDE PARK PIER AT A COST OF $19,008 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a section of pier directly west of the section of the Riverside Park Pier destroyed during Hurricane Milton has also been found to be damaged; and

WHEREAS, the engineer of record, Dredging and Marine Consultants (DMC) has inspected the damaged area and created repair details; and

WHEREAS, the construction contractor, Paul Culver Construction, has proposed a change order to repair the section of pier according to DMC standards at a cost of $19,008. DMC has approved this change order pending City Commission approval.

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

SECTION 1. That the City Commission of the City of Holly Hill approves Change Order No. 1 with Paul Culver Construction for the additional repairs needed at the Riverside Park Pier and authorizes the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 24th day of MARCH 2026.

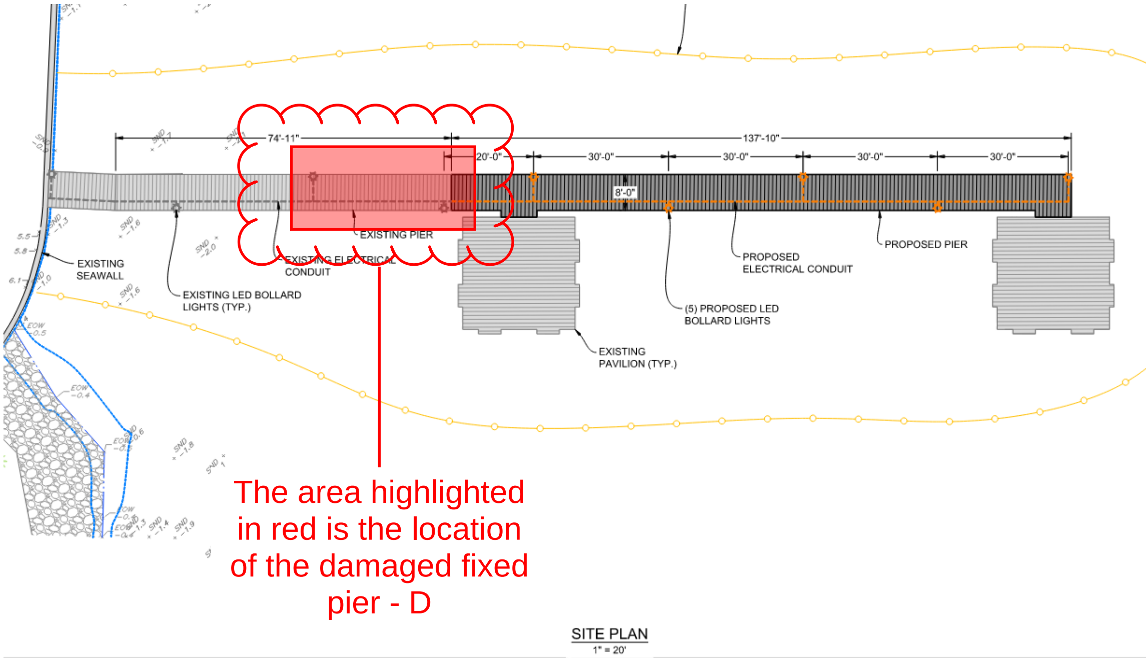


Photo 01

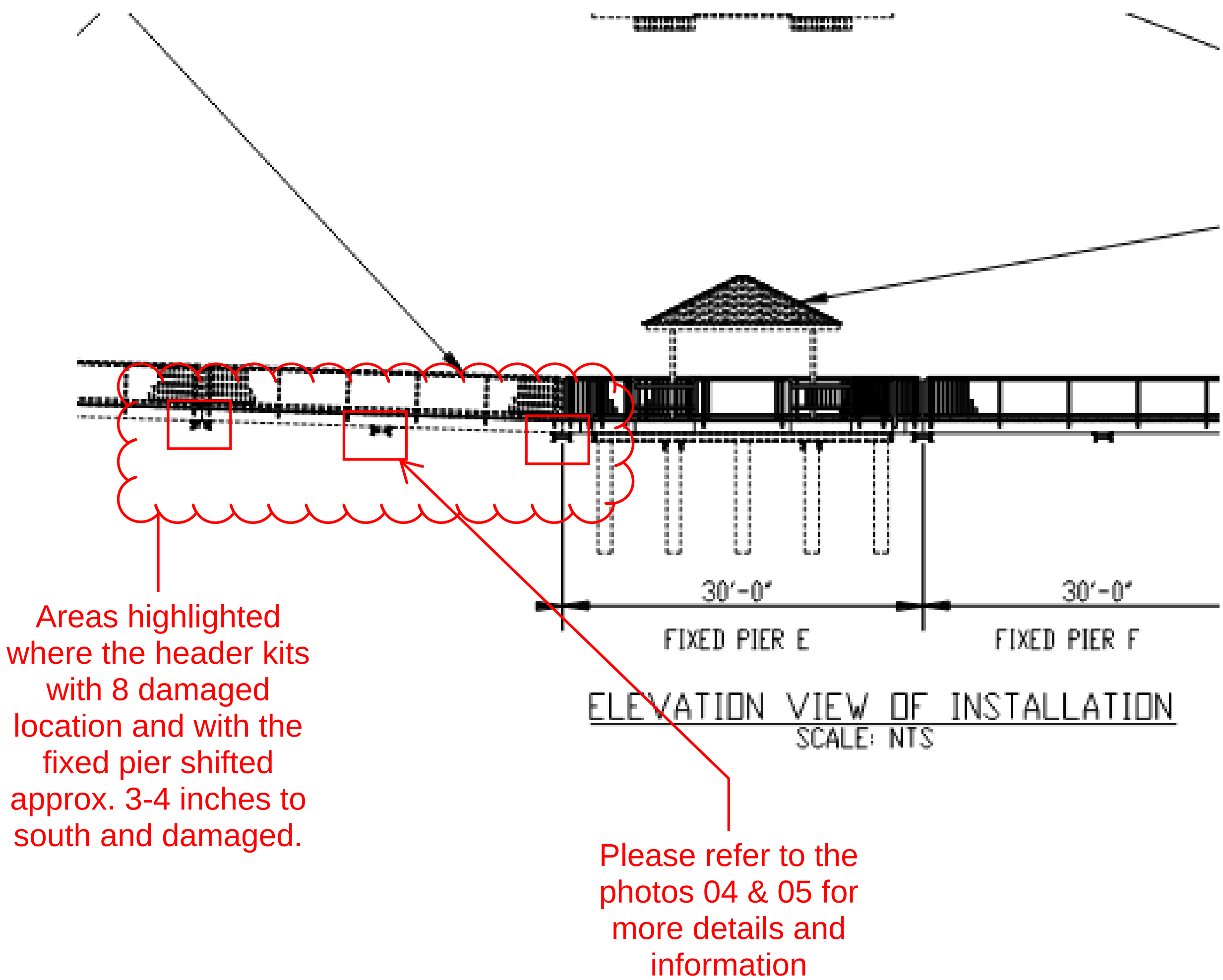


Photo 02

Photo 03

Photo 04

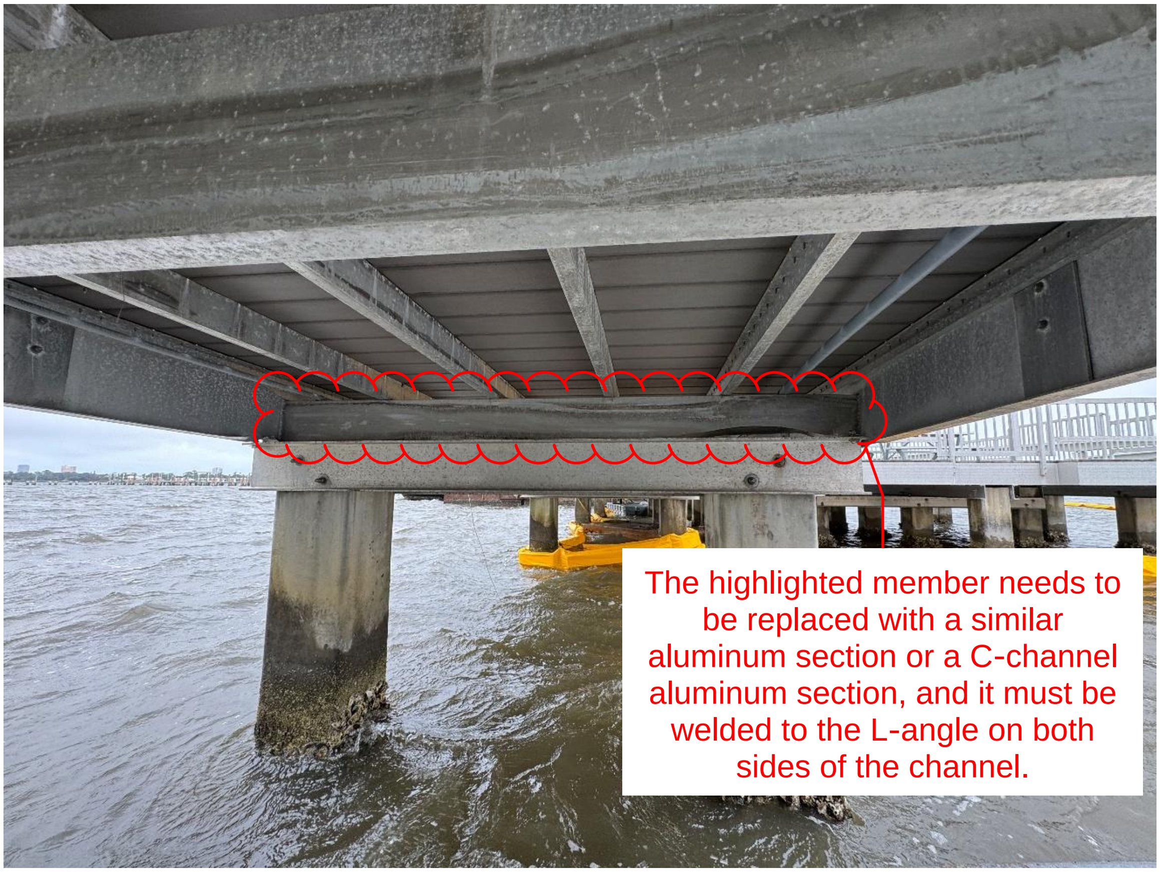


Photo 04

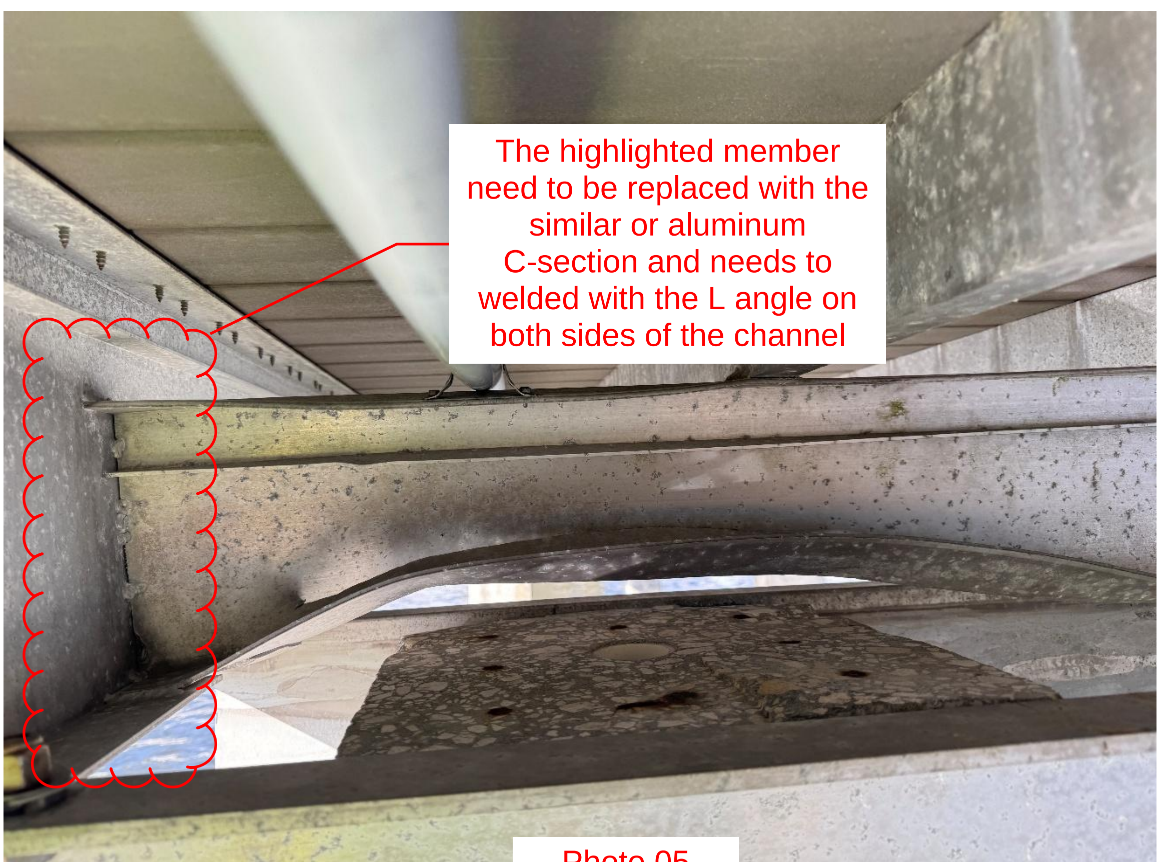


Photo 05

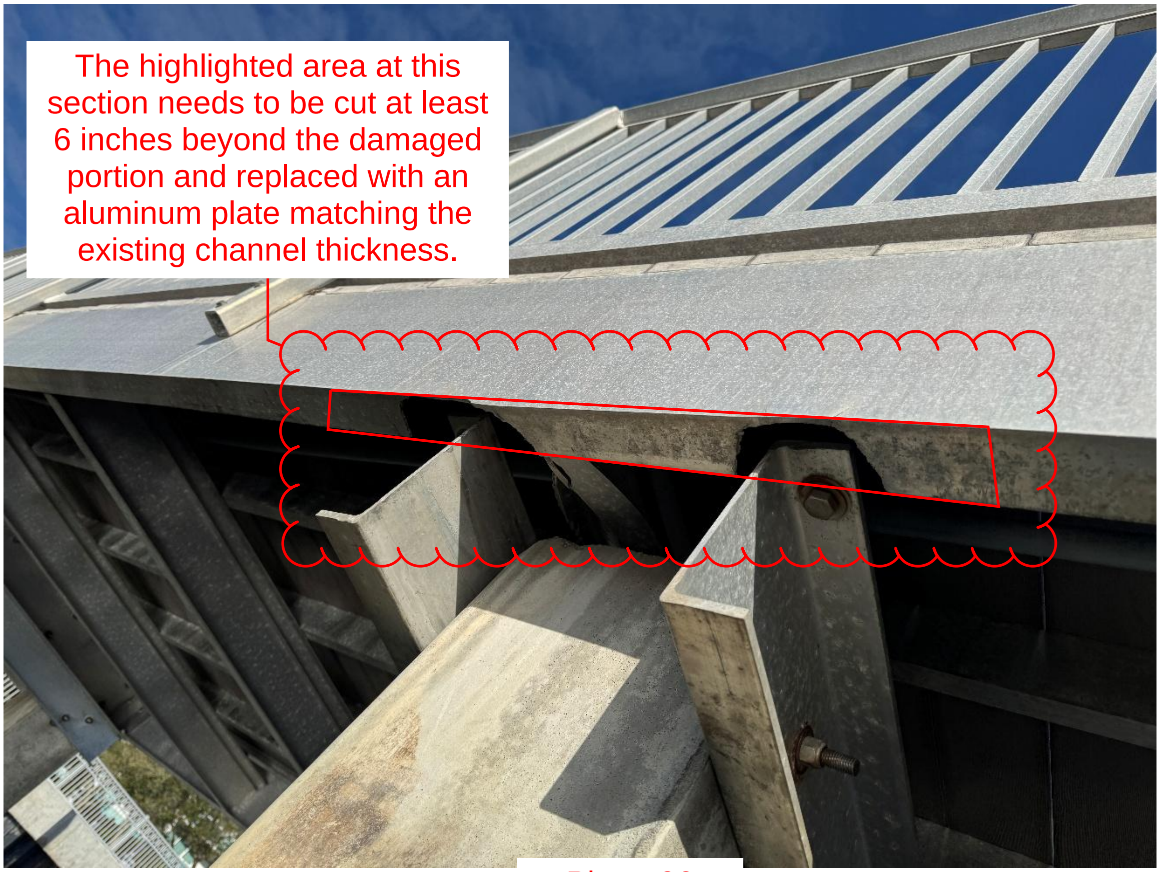


Photo 06

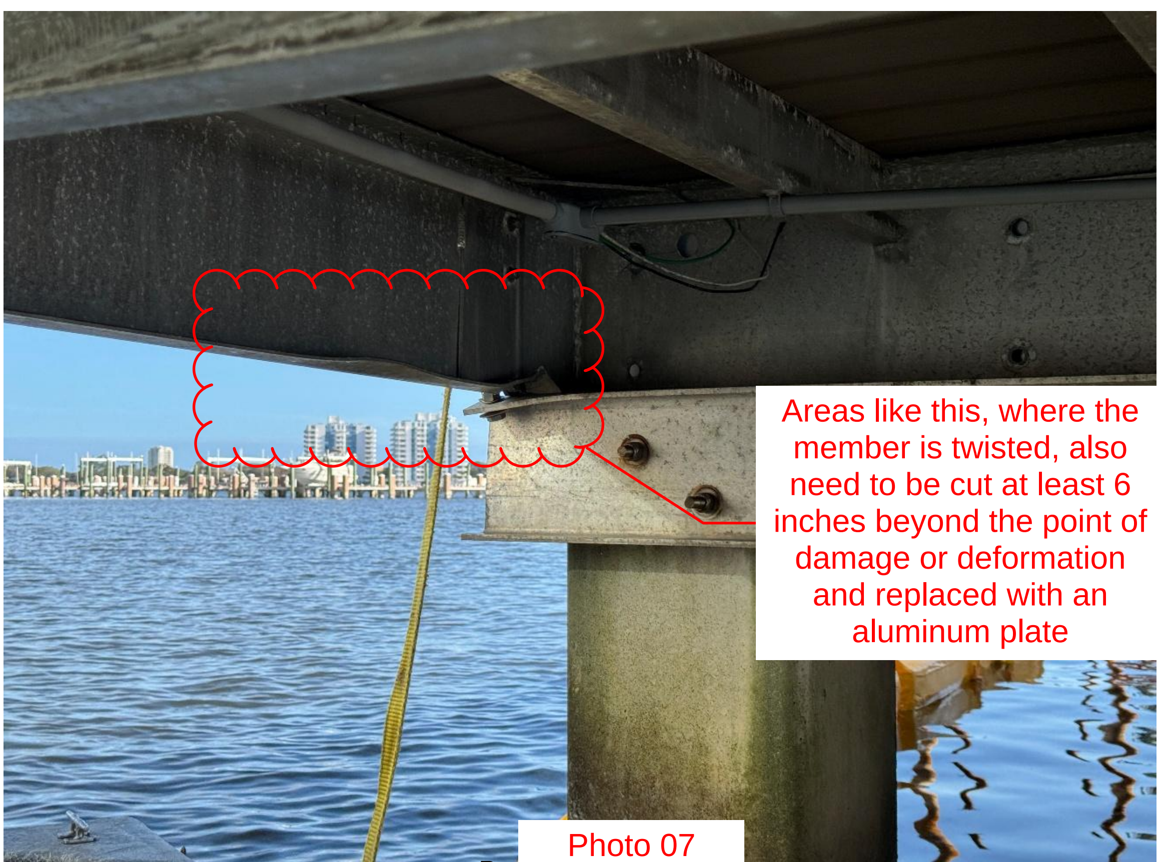


Photo 07

Photo 08

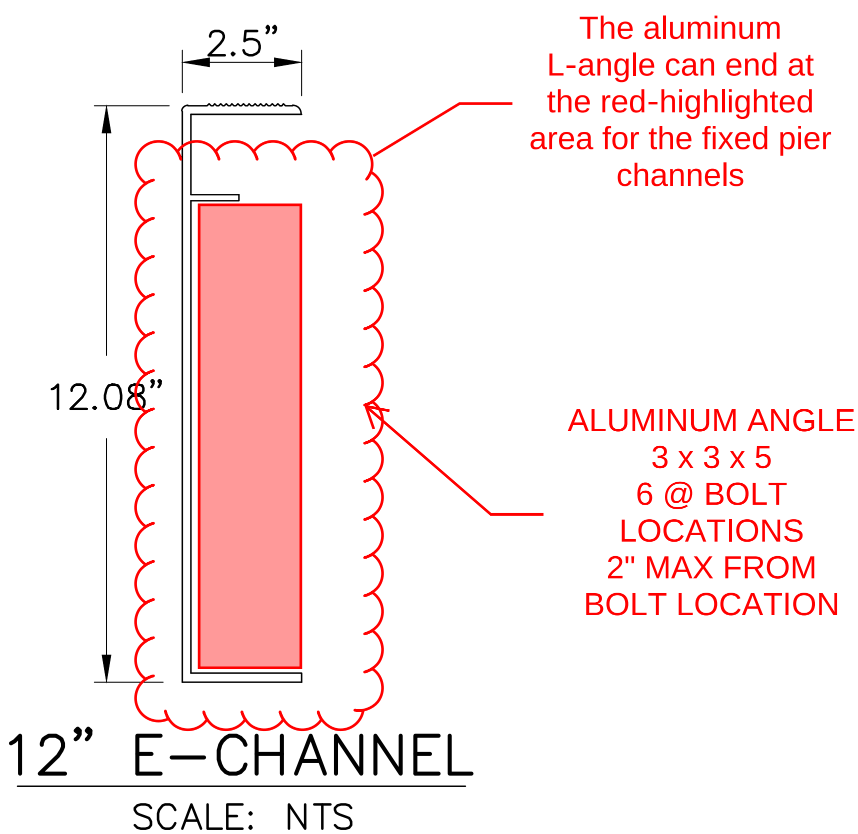


Photo 09

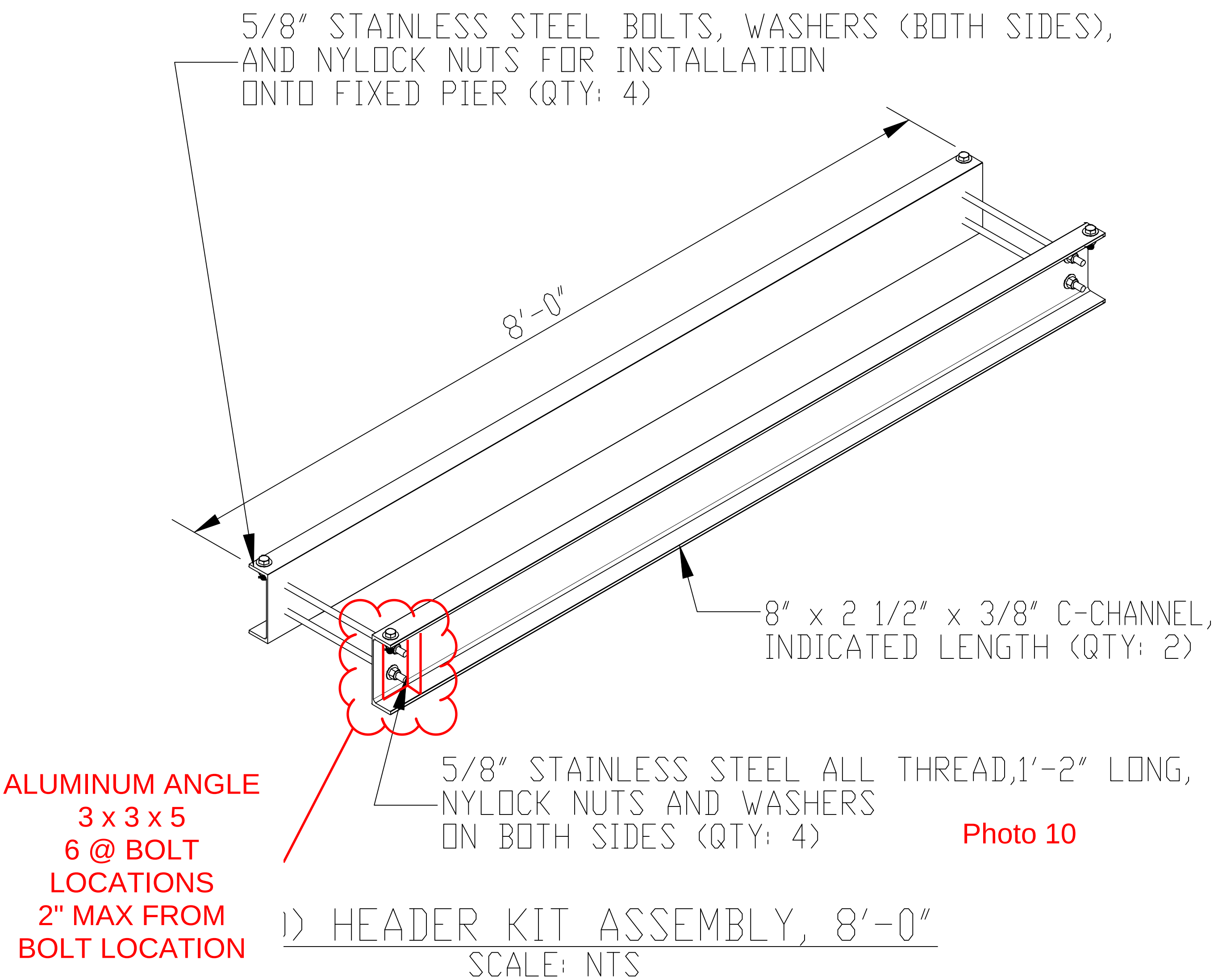


Photo 10

) HEADER KIT ASSEMBLY, 8'-0"

SCALE: NTS

ALL HARDWARE SHIPPED LOOSE.

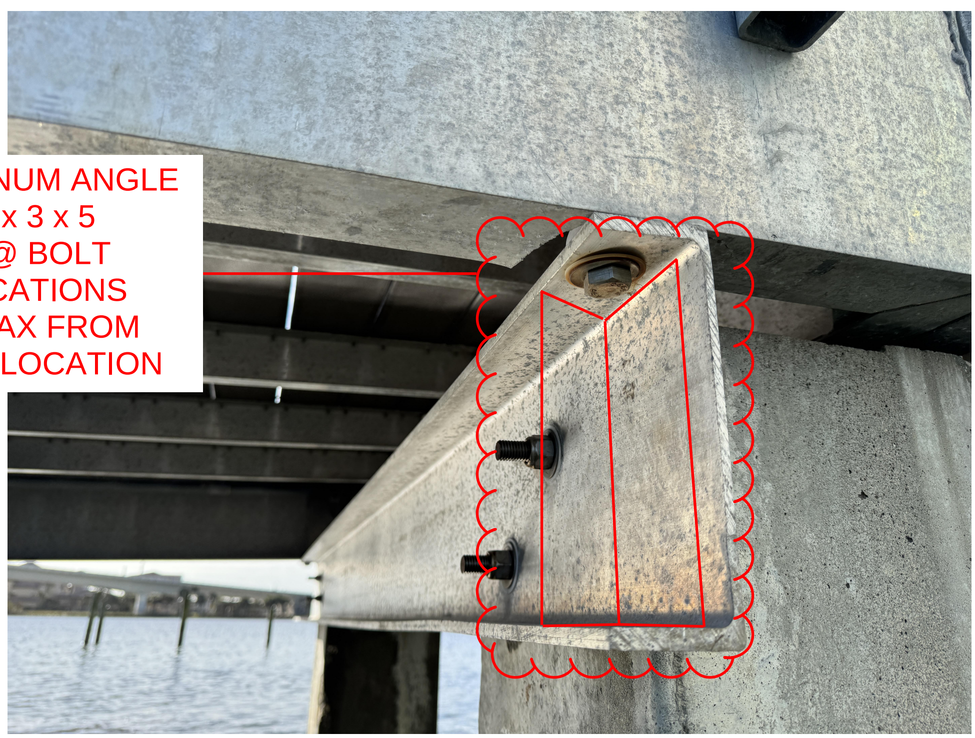


Photo 11

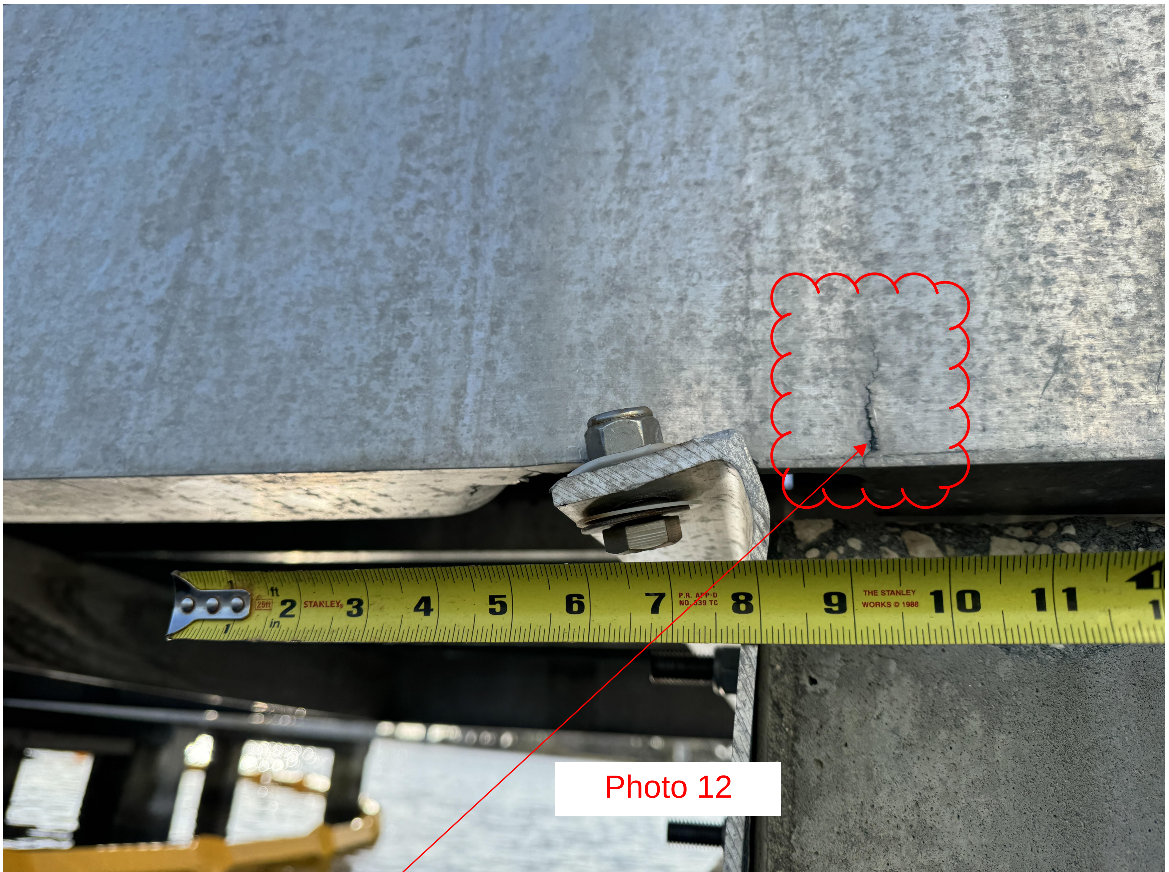
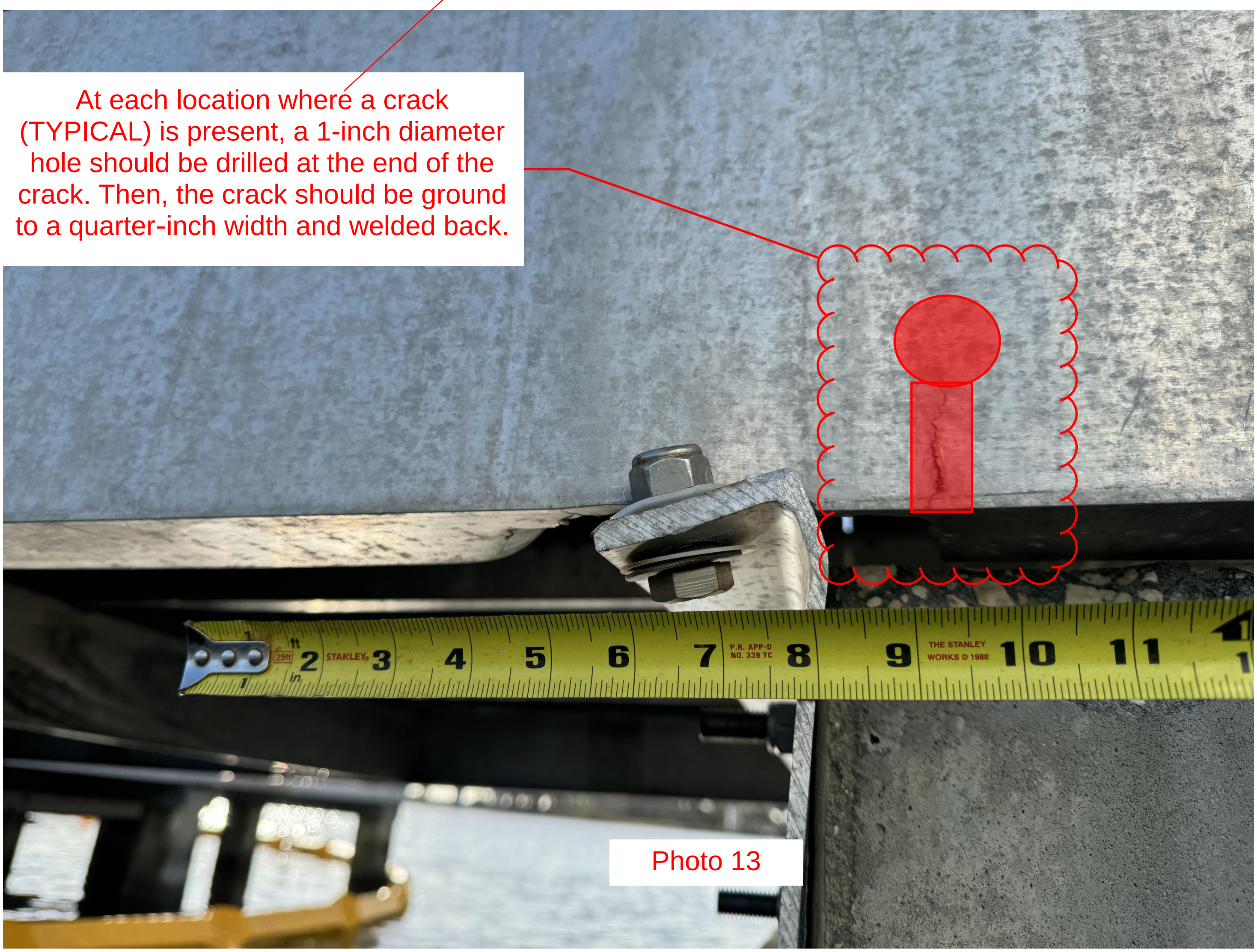


Photo 12



At each location where a crack (TYPICAL) is present, a 1-inch diameter hole should be drilled at the end of the crack. Then, the crack should be ground to a quarter-inch width and welded back.

Photo 13

CHANGE ORDER REQUEST

Change Order Request not valid until signed by Contractor and Owner

Project:	**Change Order No.**	1
Riverside Park Pier	**Date:**	03/11/26
Holly Hill, FL 32114	**Contract Date:**	01/20/26
PO 250667		

Contractor:
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach, FL 32114
(386) 763-4190

The Contract is Changed as Follows to incorporate the following additional work:

1. Eighteen (18) Header Repairs @ $600/ea	**$10,800.00**
2. Replace C-Chanel Support	**$2,700.00**
3. Replace One (1) Header - PCC already has materials	**$1,100.00**
4. Repair 3 Cracks @ $600/ea.	**$1,800.00**
5. Supervision (2) Day	**$880.00**
Subtotal	**$17,280.00**
PCC Profit & Overhead	**$1,728.00**
Grand Total:	**$19,008.00**

The Original Contract Sum:				$38,542.90
Net Change by Previously authorized Change Orders				$0.00
The Contract Sum prior to this Change Order:				$38,542.90
The Contract Sum will be	☑ INCREASED	☐ DECREASED	☐ UNCHANGED	$19,008.00
The new Contract Sum including this Change Order will be				**$57,550.90**
The Contract Time will be	☑ INCREASED	☐ DECREASED	☐ UNCHANGED	2 DAYS

Contractor:	**Owner:**	**Architect:**
Paul Culver Construction, Inc.	City of Holly Hill	**DMC**
201 Osceola Ave.	1065 Ridgewood Ave.	4643 S. Clyde Morris Blvd. #302
Daytona Beach, FL 32114	Holly Hill, FL 32117	Port Orange, FL 32129
By: Paul Culver	By:	By:
Date:	Date:	Date:

end of Change Order

✓	APPROVED		DISAPPROVED
	APPROVED AS NOTED Resubmission not required.		RECEIPT ACKNOWLEDGED No action taken.
	REVISE AND RESUBMIT According to comments attached.		RECEIPT ACKNOWLEGED Submittal not in conformance with Plans & Specifications

Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; all information that pertains to fabrication or construction techniques; coordination of the work of all trades; and assuring complaince with Contract Documents. Approval of Contractor Submittals does not releive the Contractor of responsibility for complying with all requirements of the contract.

COMMENTS:

Date: 03-12-2026

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

By: Vijay Sagiri
Name

Vijay Sagiri
Signature

DESCRIPTION:

Caesar A Ortiz and Deborah Jo Blessing are the listed owners of the property located at 4 William Drive. Mr. Ortiz is deceased. The whereabouts of Ms. Ortiz are unknown.

BACKGROUND:

On 12/21/24, the structure at 4 William Drive was destroyed by fire. The property owner, Mr. Ortiz and his brother were killed in the fire.

The Chief Building Official along with code enforcement have conducted inspections of the structure and found it to be unsafe for human habitation. It is deemed structurally damaged, deficient, and a hazard to life and safety. The opinion and recommendation of the Chief Building official is attached as **EXHIBIT A.**

Certified notices of violation sent to the address of record went unanswered.

The Special Master heard testimony on June 27, 2025, regarding the property and found it to be a danger to life and safety and gave 14 days for the structure to be repaired or demolished. If not repaired or demolished within the 14 day time period, approval to demolish the structure was given pending a ruling of same from the city commission. The Special Master's order is included in **EXHIBIT B.**

On October 24, 2025, the Special Master again heard testimony regarding the property at found that the condition of the property had not changed. At that meeting a fine of $50 per day per violation was imposed.

The property has not been brought into compliance and the property continues to deteriorate.

Sample photographs of the property are attached and document the appearance of the property.

The property has fines due from a lien recorded on 11/9/2023 totaling $13,300. Fines from the lien recorded on 11/24/25 total $23,750.00 as of 3/3/2026. In total, the amount owed as of 3/3/2026 is $37,050.00. Magistrate fees totaling $500 are also owed.

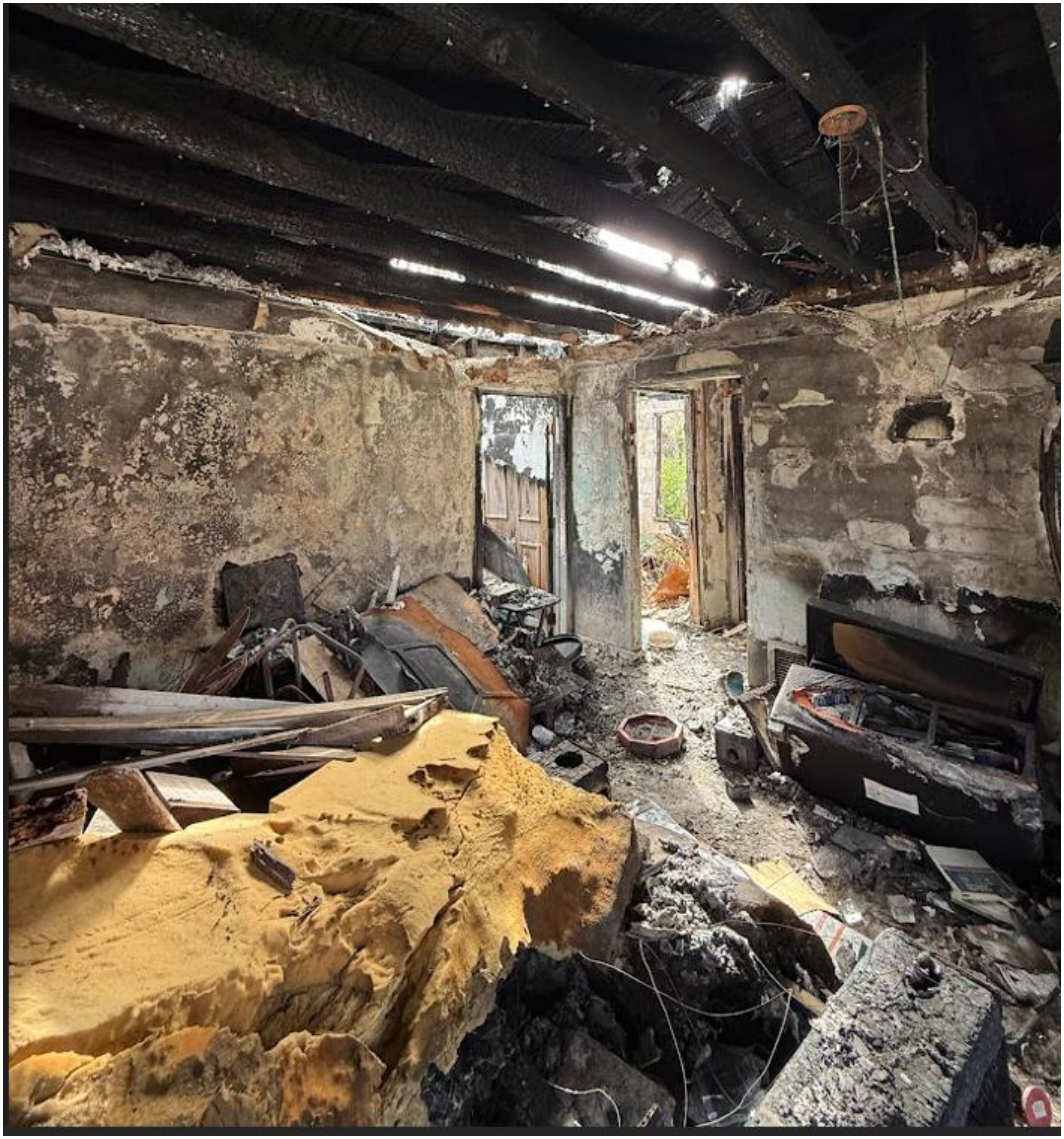
A title search was done for the property by the City Attorney, and all interested parties listed in the title report were notified by staff of this meeting and its subject matter via certified mail, return receipt requested.

Given the fact that the structure has been destroyed by fire and cannot be repaired and that it has not been demolished despite orders of the Special Magistrate, staff requests the following in accordance with Ordinance 3083:

1. That based on the evidence submitted, the Commission make a finding that a nuisance exists, and has been allowed to exist in violation of Section 3-200.

2. That the Commission give the homeowner (or any responsible party for the property) no more than 7 days from the date of this meeting, to remove the nuisance based on Section 3-200 to the City's satisfaction in accordance with the Code.

3. That if the homeowner fails to remove the nuisance by April 1st 2026, the Commission authorize City employees, subcontractors, and/or agents, to enter the property and demolish the structure in accordance with Section 3-200, and to further authorize that all expenses incurred by the City for demolition be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem portion of the property tax bill.



NOTICE OF FINDINGS BY THE CHIEF BUILDING OFFICIAL

Date: January 26, 2026
From: Rickie Lee, Chief Building Official

RE: 4 Williams Dr., Holly Hill, Florida

Based on observation of the structure it is considered Condemned: Not safe for human habitation. The structure is unsafe and unfit for human habitation and is deemed structurally damaged, deficient, and a hazard to life and health safety due to major fire which caused major damage to the roof structure causing close to fifty percent of collapse, wall damage, and interior.

The Certificate of Occupancy for the above referenced address is recommended to be suspended per **Florida Building Code 7th Ed., Section 111.4** for violation of the provisions of the Florida Building Code, violation of the International Maintenance Code as adopted by the City of Holly Hill, and violation of the City of Holly Hill Code of Ordinances for the maintenance of building.

The current condition of the structure meets the criterion established under **Section 26-61 (4)** to request such condemnation.

Such Section states that a nuisance is: Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than an ordinary dangerous fire hazard in the vicinity where it is located;

Some of the violation observed are:

- Unfit for human occupancy ***IMPC 111.1.3***
- Dangerous structure or premises ***-IPMC 111.1.5 (3), (6), (7), (10)***
- Component Serviceability ***IPMC 306.1.1 (6)***

The current condition of this structure due to fire and potential for further structural failure meets the criterion in Section 26-61 (4) as an Unsafe Structure and Unfit for Human Habitation.

Considering the forgoing facts and observations, in my professional opinion the structure is unsafe, a public nuisance, and to be immediately repaired or demolished in accordance with Section 3-2 of the Land Development Regulations of Holly Hill titled, "Abatement of nuisance by demolition."

Respectfully,

Rickie Lee

Chief Building Official

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Randy Ast**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):424255020020	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines and correct cited code violations.

Fees for the Special Magistrate hearing held October 24, 2025, for Case # CER2025-001917. Daily fines of $50.00 per day per violation for two (2) violations. $100.00 per day retroactive to 7/11/2025. $250.00 Special Magistrate fine from case CER2025-001917 held June 27, 2025

On the following described real property in Volusia County, Florida: LOT 2 BLK 2 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 5129 PG 4159 PER OR 5414 PG 1650 PER OR 7294 PGS 1017-1018

Owned by: ORTIZ CAESAR A/ FBC Mortgage, LLC/ Penny Mac Loan Services

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

Lienor: City of Holly Hill

By ______________________ (Agent)

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 18 day of November, 2025, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 18 day of November, 2025.

NOTARY PUBLIC STATE OF FLORIDA
VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Notary Public

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political Parcel No. 424255020020

Sub-division of the State of Florida Case No. CER2025-001917

Petitioner,

-vs-

Ceaser Ortiz Owner

PennyMac Loan Services LLC. C/C Deutsche Bank National Trust Company Owner

FBC Mortgage, LLC. Owner

Respondent.

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 24th October 2025. The Owners, Ceaser Ortiz, PennyMac Loan Services LLC. C/C Deutsche Bank National Trust Company, FBC Mortgage, LLC. , were not present. Based on the evidence received, the Special Magistrate, thereupon, issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

Ceaser Ortiz, PennyMac Loan Services LLC. C/C Deutsche Bank National Trust Company, FBC Mortgage, LLC., owners and Respondents of the property located at 4 William Drive, Holly Hill, Florida 32117, were issued a Notice of Violation on 04/10/2025. A Notice to Appear was issued on 10/10/2025 for the violations of :

IPMC 111.1.3: Unfit for Human Occupancy. Property was posted.

IPMC 111.1.5: Dangerous Structure. The structure has sustained heavy damage from fire. Structure must be repaired or demolished.

Code Enforcement Officer Ast offered testimony and photographic evidence.

CONCLUSIONS OF LAW

Ceaser Ortiz, PennyMac Loan Services LLC. C/C Deutsche Bank National Trust Company, FBC Mortgage, LLC., owners and Respondents of the property located at 4 William Drive, Holly Hill, Florida 32117, are in violation of:

IPMC 111.1.3: Unfit for Human Occupancy. Property was posted.

IPMC 111.1.5: Dangerous Structure. The structure has sustained heavy damage from fire. Structure must be repaired or demolished.

Code Enforcement Officer Ast offered testimony and photographic evidence.

ORDER

A fine of fifty ($50.00) dollars per day per violation until the property is in compliance. The fines will be retroactive to 07/11/2025, the date fourteen (14) days from the original signed order of 06/27/2025, Case CER2025-00917

DONE AND ORDERED this 24th day of October 2025, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest: ______________________

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 24, day of October, 2025.

Valerie Manning

City Clerk, City of Holly Hill

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 28th day of October, 2025 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Ceaser Ortiz	FBC Mortgage LLC
4 William Drive	1230 Commerce Park Drive Ste. 116
Holly Hill, FL. 32117	Longwood, FL. 32779

PennyMac Loan Services LLC. C/C Deutsche Bank National Trust Company

176 E. Saint Andrews Place

Santa Ana, CA. 92705

____

Code Enforcement Official

IMPORTANT NOTICE

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

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

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political **Parcel No. 424255020020**

Sub-division of the State of Florida **Case No. CER2025-001917** **Petitioner,**

-vs-

FBC Mortgage, LLC., Owner

Respondent.

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 27th of June 2025. The Owner, FBC Mortgage, LLC, was not present. Based on the evidence received, the Special Magistrate, thereupon, issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

FBC Mortgage, LLC., owner and Respondent of the property located at 4 William Drive, Holly Hill, Florida 32117, was issued a Notice of Violation on 04/10/2025. On 06/10/2025, a Notice to Appear was issued for the violations of :

IPMC 111.1.3: Unfit for Human Occupancy. Property posted.

IPMC 111.1.5: Dangerous Structure. The structure was heavily damaged by fire. The structure must be repaired or demolished.

Code Enforcement Officer Mahanes offered testimony and photographic evidence.

CONCLUSIONS OF LAW

FBC Mortgage, LLC., owner and Respondent of the property located at 4 William Drive, Holly Hill, Florida 32117, is in violation of:

IPMC 111.1.3: Unfit for Human Occupancy. Property posted.

IPMC 111.1.5: Dangerous Structure. The structure was heavily damaged by fire. The structure must be repaired or demolished.

Code Enforcement Officer Mahanes offered testimony and photographic evidence.

ORDER

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, it is duly Ordered by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred and fifty ($250.00) dollars. Administrative Fine is due within fourteen (14) days of this order. If the respondent fails to pay the Administrative Fine in fourteen (14) days, a certified copy of this order shall be recorded in the public records, 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 necessarily limited to that described above.

The Respondent has fourteen (14) days to repair or demolish the property. If not in compliance after fourteen (14) days the City has permission to demolish the house with a ruling of the same from the City Council. The cost of the demolition will be placed as a lien on the property. Permission is granted after fourteen (14) days to have the vehicle towed and impounded at the owner's expense.

DONE AND ORDERED this 27th day of June 2025, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest: ____________________

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 27, day of June, 2025.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 7th day of July, 2025 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

FBC Mortgage, LLC.	FPC Mortgage, LLC.
4 William Drive	1230 Commerce Park Drive Suite 116
Holly Hill, FL. 32117	Longwood, FL. 32779

PennyMac Loan Services

Deutsche Bank National Trust Company

176 E. Saint Andrews Place

Santa Ana, CA. 92705

Code Enforcement Official

IMPORTANT NOTICE

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

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

AltKey: 3205952 **Parcel ID: 424255020020**
ORTIZ CAESAR A **4 WILLIAM DR, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3205952
Parcel ID:	424255020020
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	55 - 02 - 0020
Owner(s):	ORTIZ CAESAR A - FS - Fee Simple - 100%
Mailing Address On File:	4 WILLIAM DR HOLLY HILL FL 32117
Physical Address:	4 WILLIAM DR, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2024 Final Millage Rate:	17.7803
Neighborhood:	2715
Subdivision Name:	
Homestead Property:	No

11/9/2023 1:42:25 PM
Instrument# 2023229510 5 pages
Book: 8482 Page: 3079
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peggy Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424255020020	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines, fees and cost as follows: Special Magistrate Administrative Hearing Fine of $250.00 per order of June 21, 2023 which remains unpaid.

Daily fine of $50 per day, per violation, commencing on July 21, 2023 for three (3) violations which have not been corrected.
Case # 23-3648

on the following described real property in Volusia County, Florida: LOT 2 BLK 2 WELL WORTH VILLAGE UNIT 1 MB 11 PG 170 PER OR 5129 PG 4159 PER OR 5414 PG 1650 PER OR 7294 PGS 1017-1018

4 William Dr., Holly Hill, FL 32117

owner Caesar A and Deborah Jo Blessing-Ortiz. Fine, fees and cost: $250 Special Magistrate fine and a daily fine of Fifty Dollars ($50) per day per violation (3 violations) commencing on July 21, 2023.

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

PEGGY C. COLLIER
Notary Public-State of Florida
Commission # GG 971072
My Commission Expires
March 18, 2024

Lienor: City of Holly Hill

By ______________________ (Agent)

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 3rd day of November, 2023, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 3rd day of November, 2023.

Peggy C Collier
Notary Public

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

Parcel No. 4242-5502-0020
Case No. 23-3648

Petitioner,

-vs-

Caesar A. Ortiz, Owner
Deborah Jo Blessing-Ortiz, Owner

Respondent(s).

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 15th of June 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Caesar A. Ortiz and Deborah Jo Blessing-Ortiz, Owner(s) and Respondent(s) of the property located at 4 William Drive, Holly Hill, Florida 32117 were issued a Courtesy Notice on the 13th of April, 2023, Notice of Violation on the 8th of May, 2023, and a Notice to Appear on the 30th of May, 2023 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 302.4 - Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property; and two counts of IPMC 304.1 – Exterior Maintenance. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare

At the hearing, the Code Enforcement Officer Randy Ast provided evidence through testimony and photographs that the property has high grass and weeds in excess of 12 inches tall in the front of the property. There are damaged fascia trim and damaged screens at the front porch and front entrance to the property.

CONCLUSIONS OF LAW

That the Owners and Respondents of the property located at 4 William Drive, Holly Hill, Florida 32117 are in violation of IPMC 302.4 - Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property; and two counts of IPMC 304.1 – Exterior Maintenance. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare

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 2-118, it is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine of two hundred fifty dollars ($250.00), due within ninety (90) days from the date of this Order. If the Respondents fail to pay the administrative fine in ninety (90) days, a certified copy of this order shall be recorded in the public records 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.

The Respondents must bring all the violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondents shall be required to pay a fine of fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 21st day of June 2023, in 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) 248-9441.

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 28th, day of June 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Valerie Manning
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 28th day of June, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Caesar A. Ortiz
Deborah Jo Blessing-Ortiz
4 William Drive
Holly Hill, FL 32117

____
Code Enforcement Official

IMPORTANT NOTICE

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

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

Sec. 3-200. - Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(a) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(b) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, including drug paraphernalia, including needles, and evidence of living outside or inside without proper utilities and proper disposal of sanitary sewage;

(c) Any condition which provides harborage for rats, mice, snakes and other vermin;

(d) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(e) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(f) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(g) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(h) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(i) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained, including but not limited to;

(1) There is an unusual sagging or leaning out of plumb of the building or structure or any parts of the building or structure and such effect is caused by deterioration or over-stressing to such an extent that there is a reasonable likelihood that the walls or other structural members may fall or give way.

(2) The building or structure has improperly distributed loads upon the floors or roofs, or the same are overloaded or have insufficient strength to be reasonably safe for the purpose used.

(3) The building or structure has been damaged or destroyed by fire, wind, or other causes and has become dangerous to life, safety, or the general health and welfare of people within or nearby the building or structure.

(4) The building or structure is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy, or is likely to cause sickness or disease, so as to injure the health, safety or general welfare.

(5) The building or structure has parts that are so attached that there is a reasonable likelihood they may fall and injure members of the public or property in general.

(6) The building or structure is vacant and not sufficiently secured to prevent easy access to trespassers and vagrants, or is otherwise untended or unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

(7) The electrical, mechanical or plumbing installations or systems create a hazardous condition contrary to the standards of the Florida Building Code.

(8) An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

A building or structure poses imminent danger when:

(1) Unsound conditions of a structure, building system or portion thereof are likely to cause illness or physical injury to a person entering or occupying the structure;

(2) Structurally unsound conditions will likely cause a portion of the building or structure to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person or property nearby; or

(3) The condition of the property is such that it harbors or is inhabited by pests, vermin or organisms injurious to human health, the presence of which constitutes an immediate hazard to persons in the vicinity.

(4) A vacant structure that is unsecure and there is evidence of vagrants or squatters residing on the property without public utilities serving the property, including evidence of human waste: accumulation of garbage/debris evidencing residing on the property such as fresh food

wrapping; the use of fire for light, heat, etc.

(j) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(k) The storage or accumulation of junk in any area zoned for residential use;

(l) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH70UT_ARTVSESEDI_DIV2CO_S70-173COARSESE>;

(m) Improperly built or maintained septic tanks, water closets, or privies;

(n) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(o) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(p) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(q) Vehicles and other equipment parked or stored in violation of the city regulations or ordinances, including, but not limited to chapter 114 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH114ZO>, divisions 6 and 7.

(r) Any other condition that constitutes a public nuisance as a threat to the public’s health, safety and welfare as defined and determined under the law.

Sec. 3-203. - Abatement of nuisance by removal or demolition.

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under section 3-200 above pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

(1) The violation(s) that exist on the premises and a cite to the code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in section 3-203(a) above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under section 3-200. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated within the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(d) Once property is removed at the direction of the city, the property shall become the responsibility of the company removing the property. The property shall be disposed of by the company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.