

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

AGENDA • NOVEMBER 28, 2023

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City Commission Chamber

Regular City Commission Meeting

6:00 PM

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CITY HALL  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FL 32117

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



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

### CITY COMMISSION MEMBERS

**Mayor**  
Chris Via

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**District 1 - Commissioner**  
John Penny

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**District 3 - Commissioner**  
John C. Danio

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**District 2 - Commissioner**  
Penny Currie

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**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 Penny Currie
- c. Pledge of Allegiance

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

- 1. Minutes - November 14, 2023 - Regular City Commission and CRA Meeting  
(Requested by Valerie Manning, City Clerk)

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

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

- 1. Resolution -2023-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed \$50,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.  
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2023-R-71 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a Cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a Cost of \$80,845.70 through Bartow Ford and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.  
(Requested by Antoine Khoury, Public Works)
- 3. Resolution -2023-R-72 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 815 70390-1 with Ferguson Enterprises, Inc., for the Purchase of Fiscal Year 2023-2024 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System for the Public Works Department in an Amount Not to Exceed \$20,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.  
(Requested by Antoine Khoury, Public Works)

4. Resolution -2023-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 750 4157-1 with Ferguson Enterprises, Inc., for the Purchase of Stormwater Pipe for the Stormwater Department Repair and Maintenance in the Public Works Department in an Amount Not to Exceed \$50,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing Severability; and Providing for an Effective Date.  
(Requested by Antoine Khoury, Public Works)
5. Resolution -2023-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Bidding Requirement for the Use of Clog Dog Drain and Sewer Services for Locating Cleanouts and Clearing Sewer Blockages, Establishing a Not to Exceed Cost of \$7,500 Annually and Authorizing the City Manager to Execute the Same  
(Requested by Antoine Khoury, Public Works)
6. Resolution -2023-R-75 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.  
(Requested by Antoine Khoury, Public Works)
7. Resolution -2023-R-76 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing an Effective Date.  
(Requested by Antoine Khoury, Public Works)

## 5. REGULAR AGENDA

1. Resolution -2023-R-77 A Resolution of the City of Holly Hill, Florida, Approving an Agreement to Transfer the City Interest in the Real Property Located at 921 Daytona Avenue to the Other Owner(S) Pursuant to Certain Terms and Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.  
(Requested by Joseph Forte, City Manager)
2. Request for Code Enforcement Lien Reduction - 1373 Powers Avenue  
(Requested by Joseph Forte, City Manager)

## 6. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask

questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2023-O-3067 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

2. 817 Magnolia Avenue Side Setback Variance Request

(Requested by Brian Walker, Board of Planning and Appeals)

## 7. COMMUNICATIONS

- A. City Manager Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

## 8. ADJOURNMENT

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

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



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



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

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





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

**City Commission  
Agenda Item**

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3.1

**MEETING DATE:** November 28, 2023  
**FROM:** Valerie Manning  
**SUBJECT:** Minutes - November 14, 2023 - Regular City Commission and CRA Meeting  
**NUMBER:** (ID # 4347)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

Minutes from the November 14, 2023 regular City Commission and CRA meeting.

**MOTION:**

Approve the minutes as submitted by staff.

- Minutes - November 14, 2023 - Regular City Commission and CRA meeting (PDF)



# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

MINUTES • NOVEMBER 14, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FL 32117

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

### 1. CALL TO ORDER

#### a. Roll Call

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

#### b. Invocation by City Commissioner John Penny

#### c. Pledge of Allegiance

### 2. RECESS THE CC MTG & CONVENE AS THE CRA

The City Commission meeting was recessed at approximately 6:03 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

### 3. CRA AGENDA

#### 1. -2023-R-64

A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

**Mayor Via opened public participation. No one spoke.**

Mr. Forte stated on the Regular Agenda there is an item that's for the CRA Consultant with our efforts to move the CRA to an extension. It really should be heard as a CRA Agency. There's no Resolution or item number to it but he thinks it's good for them to hear it as the CRA Agency and take action on it and then they will do it again under the

Regular Agenda.

Mayor Via stated with no objection they will copy Regular Agenda Item #1, Resolution 2023-R-67 to their CRA Agency agenda.

Attorney Simpson stated that the Resolution can be read under the Regular Agenda, however, the item can be heard and then the Commission can make a recommendation for approval and then he will read the Resolution that they have.

Mr. Forte stated they can say it's an agenda item as an RFP updating the 2007 City of Holly Hill Community Redevelopment Area Master Plan and extending the CRA sunset date from May 2026 to May 2036 and awarding the project to GAI at a cost of \$98,289 and authorizing the City Manager to execute the contract. Mr. Forte asked if John Cox, CRA Economic Development Manager to come forward and give the Mayor and Commissioners an initial blush of what's going on and then they will be able to address any questions that they may have.

John Cox, CRA Economic Development Manager stated a number of months ago you held a work session and in that work session you talked about whether or not you wanted to extend the CRA Beyond its expiration date which is in 2026 as part of that discussion you affirmed as a as a commission your desire to continue to eliminate blight and slum like conditions in the City of Holly Hill, which you've done effectively for many years and you desire to continue to do that based on that staff was given direction to create an RFP to issue it, which we did. We had a number of bids returned on a date certain and those bids were open in front of a committee that was selected to evaluate all the bids. A score sheet was put together and the scores were looked at. Positives and negatives were discussed and out of that came the recommendation that we would select GAI. References have been called and the responses that we got from doing reference checks were all very positive. They have a long history of work in this area and one of the things that helped probably distinguish them as the one who won the bid was the fact that they have worked with and they desire to work with County Commissions very early in the process to determine how the County Commission feels about the extension of the CRA. We would hate to go through an extensive process and spend about \$100,000 only at the very end to find out that the Commission, the County Council, may not be in favor of it. This particular proposal begins with the County Commission. Its extensive. It will take many months to do. That's how this recommendation came to be. It will take the 2007 plan, it will update it, there will be community input, there will be input, certainly from the City Commission. They will work with your CRA team which, would be a number of people here in the room and in City Hall and he thinks that we're going to end up getting the result that we want.

Mayor Via stated one question for you John is do we know if this current County Council will be the one that's deciding these CRAs or is it the next seated one?

Mr. Cox stated I'm not real good at looking into a crystal ball.

Mr. Forte and Attorney Simpson stated it's the timing.

Attorney Simpson stated it's a timing issue because you have a...he thinks the County Council has an election a year from now.

Mayor Via stated, right.

Attorney Simpson stated so it's all timing.

Mr. Forte stated it all depends on who is seated. This is this is a 365 day contract, right? By the time we execute this, there will probably be an election before the conclusion of this.

Mayor Via stated, okay. So, it will be the next Council and the point to that is, you know elections can change the whole makeup of ideas.

Mr. Forte stated unless depending upon what may happen, we try to expedite the...to get before the current Council before they change, which would probably be better.

Attorney Simpson stated he guesses one thing he would point out, just listen to and he thinks he likes the idea of going to the County Council to get their feel for it because they have to agree that they delegated since we're Charter County but the County Council you talk to now is not going to be the County Council that makes the decision later.

Mayor Via stated, right. That's his point.

Attorney Simpson stated that's probably maybe your point is that if we, if we get resistance now he thinks the question would be, well who is that resistance and are those people up for election?

Mayor Via stated, right.

Attorney Simpson asked do we want to continue moving forward with the thought maybe they won't be there.

Mayor Via stated right and he does know that it is a mixed bag of feelings from the Council so just from my conversations thus far. He's going to be for this tonight because he thinks we need to move this forward and we need to discuss this and see if we are able to because as he's stated before the CRA has been one of the best tools for economic development and to obviously reduce blight here along our city and he thinks most of the residents in and people all around the area would agree with that. Especially, with the progress we've made on US1 alone. So, the other question that he has for Mr. Cox is, did you say that they will go with these consultants, go to the County Council for us on our behalf?

Mr. Cox stated, yes.

Mayor Via stated, okay.

Mr. Forte stated for clarification. They're going to do it in the beginning to make sure...They're doing it in the beginning because if the County Council says, you know

what, we are absolutely not extending any CRAs, don't waste your time and money.

Mayor Via stated, right.

Mr. Forte stated we close it. If the Council seems supportive and says, all right bring us your presentation, prove that you're worthy enough of an extension, we go through the process and at the end then they bring us to the County Council for the final approval.

Mayor Via stated so, they will bring us and present it for us with the County Council at the end?

Mr. Forte stated that's how he understands it.

Mayor Via stated, great. Great to hear that.

Commissioner Penny stated the length of the extension is a tenure, is that a standard extension? Is it that the maximum extension?

Mr. Cox stated it is not the maximum extension. A CRA can have a 60-year life. Trying to read the tea leaves, he thinks a lot of jurisdictions, when they've looked at an extension, they've looked at a 10-year extension as opposed to longer.

**Mayor Via opened public participation.**

Philip Wahby, Holly Hill; and Jim Legary, Holly Hill.

**Mayor Via closed public participation.**

Mayor Via addressed Mr. Wahby's question. The CRA is, what they call TIF (Tax Increment Financing) so, the amount available will be determined on taxable value and how much it goes up or down but the grants that the city gives out, that he thinks that you're addressing, is set every year by this City Commission. If you would like us to look at other grant opportunities he knows this Commission would be happy to look at that and we'll go through that. In the last couple years we've actually had trouble with some funds and some grants getting all of the money out so, if you have ideas for that, he's all ears and he knows staff is as well.

Mr. Forte stated he thinks what Mr. Legary is asking kind of a double question. One is, when we move forward with the consultant there will be public outreach for input for the plan as it moves forward. He thinks what Mr. Legary is asking is if the County Council decides not to move forward with it, does that then stop any community outreach. Is that what you're asking Mr. Legary?

Mr. Legary stated, yes.

Mr. Forte stated so, he's still asking for some kind of community outreach whether we move forward with the CRA plan or not.

Mayor Via stated, okay and I think we'll have that discussion when we determine it but if this is moving forward then we will definitely take the public's input on the CRA. We're going to hold a meeting and make sure that it's representative of what the citizens want. Thank you for the question. Now I will entertain a motion for approval for recommendation from the CRA board to the City Commission.

Commissioner Currie made a motion for **APPROVAL FOR RECOMMENDATION FROM THE CRA BOARD TO THE CITY COMMISSION**, seconded by Commissioner Johnson.

**PASSED, 5-0.**

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner |
| <b>SECONDER:</b> | John Penny, District 1 - Commissioner   |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson      |

Enacted and approved this 14th day of November, 2023, in Holly Hill



**4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:15 PM. The City Commission regular meeting reconvened at that approximate time.

**5. PUBLIC COMMENTS**

None

**6. APPROVAL OF MINUTES**

1.

Minutes - October 24, 2023 Regular City Commission Meeting and October 24, 2023 Workshop

(Requested by Valerie Manning, City Clerk)

**Mayor Via opened public participation. No one spoke.**

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner  |
| <b>SECONDER:</b> | John C. Danio, District 3 - Commissioner |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson       |

Enacted and approved this 14th day of November, 2023, in Holly Hill



**7. CONSENT AGENDA - ITEMS ( 1 - 4 )**

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wanted to pull an item for further discussion. There was no one.

1. -2023-R-65 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner |
| <b>SECONDER:</b> | Roy Johnson, District 4 - Commissioner   |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson       |

**RESOLUTION  
2023-R-65**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to upgrade the lighting in Riverside Park and install decorative street lighting and decorative fixtures to match the proposed poles and streetlights fixtures along Riverside Drive; and

**WHEREAS**, City staff have found the terms of the proposal from FPL to be reasonable and appropriate.

**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 authorize the City Manager to enter into an agreement with FPL for lighting improvements in Riverside Park at an initial cost of \$14,076.30, monthly maintenance cost of \$102.75 and the ongoing costs of electricity powering the lights.

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

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

**APPROVED AND AUTHENTICATED on this 14<sup>th</sup> day of NOVEMBER, 2023.**

Enacted and approved this 14th day of November, 2023, in Holly Hill



2. -2023-R-66 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggybacking of Contract Ifb-20-076 Between Tohopekaglia Water Authority and USSI, LCC and Authorizing the City Manager to Execute an Agreement for the Purchase of Services with USSI for In-Flow Abatement Services in an Amount Not to Exceed \$ 126,000.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | John C. Danio, District 3 - Commissioner |
| <b>SECONDER:</b> | Roy Johnson, District 4 - Commissioner   |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson       |

**RESOLUTION**

**2023-R-66**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF CONTRACT IFB-20-076 BETWEEN TOHOPEKAGLIA WATER AUTHORITY AND USSI, LCC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES WITH USSI FOR IN-FLOW ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$ 126,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF CONTRACT IFB-20-076 BETWEEN TOHOPEKAGLIA WATER AUTHORITY AND USSI, LCC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES WITH USSI FOR IN-FLOW ABATEMENT SERVICES IN**



**AN AMOUNT NOT TO EXCEED \$126,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS**, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

**WHEREAS**, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

**WHEREAS**, the City Commission of the City now desires to authorize and approve staff to piggy-back a contract with USSI in-flow abatement services and authorize the City Manager to execute an agreement for the purchase of this service.

**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 approve the piggybacking of the Toho Water Authority contract IFB-20-076 and authorize the City Manager to execute an agreement and task orders not to exceed \$126,000.00 for in-flow abatement services.

**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 14<sup>th</sup> day of NOVEMBER, 2023.**

Enacted and approved this 14th day of November, 2023, in Holly Hill



3.

Amendment to the RCG Agreement

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 14th day of November, 2023, in Holly Hill



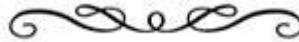
4.

FDOT Grant - 2024 Speed / Aggressive Driving Enforcement Program Project Number : SC-2024-00157 FDOT Contract Number : G2P39

(Requested by Jeff Miller, Police)

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

Enacted and approved this 14th day of November, 2023, in Holly Hill



## 8. REGULAR AGENDA

### 1. -2023-R-67 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving 23-CRA-05, an RFP Updating the 2007 City of Holly Hill Community Redevelopment Area Master Plan and Extending the CRA Sunset Date from May 2026 to May 2036 and Awarding the Project to GAI at a Cost of \$98,289.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

**Mayor Via opened public participation. No one spoke.**

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | John Penny, District 1 - Commissioner   |
| <b>SECONDER:</b> | Penny Currie, District 2 - Commissioner |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson      |

## RESOLUTION

### 2023-R-67

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING 23-CRA-05, AN RFP UPDATING THE 2007 CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA MASTER PLAN AND**

**EXTENDING THE CRA SUNSET DATE FROM MAY 2026 TO MAY 2036 AND  
AWARDING THE PROJECT TO GAI AT A COST OF \$98,289.00 AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING  
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF HOLLY HILL, FLORIDA, APPROVING 23-CRA-  
05, AN RFP UPDATING THE 2007 CITY OF HOLLY HILL  
COMMUNITY REDEVELOPMENT AREA MASTER PLAN  
AND EXTENDING THE CRA SUNSET DATE FROM MAY  
2026 TO MAY 2036 AND AWARDING THE PROJECT TO  
GAI AT A COST OF \$98,289.00 AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE SAME; PROVIDING  
FOR SEVERABILITY; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill CRA was established in 1992 through an adoption of a Delegation of Authority Resolution (92-257) from the Volusia Board of County Commissioners; and

**WHEREAS**, the CRA's Redevelopment Plan was adopted in May 1996 providing the CRA with a base operational timeframe of thirty years (2026), with an option to be extended up to sixty years (2056) and was updated May 1, 2005; and

**WHEREAS**, the CRA Master Plan was adopted in October 2007 and is now in need of updating given that blight and slum like conditions still exist in Holly Hill.

**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 a Contract for Updating the CRA Plan and for Extending the sunset year to 2036 with GAI at an established price of \$98,289.00, 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 14<sup>th</sup> day of NOVEMBER,  
2023.**

Enacted and approved this 14th day of November, 2023, in Holly Hill



2. -2023-R-68 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating the State Fire Marshall Grant Award to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

**Mayor Via opened public participation. No one spoke.**

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner |
| <b>SECONDER:</b> | Roy Johnson, District 4 - Commissioner  |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson      |

**RESOLUTION**

**2023-R-68**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING THE STATE FIRE MARSHALL GRANT AWARD TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the city applied for a State appropriation grant for the Fire Department

**WHEREAS**, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024;

**WHEREAS**, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

**WHEREAS**, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

**SECTION 1. BUDGET AMENDMENT.** The grant award funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2023-2024 budget.

**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.** The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023 through September 30, 2024 This Resolution shall become effective immediately upon receipt of the executed agreement and documentation from the State of Florida Division of State Fire Marshall .

**APPROVED AND AUTHENTICATED on this 14<sup>th</sup> day of NOVEMBER, 2023.**

Enacted and approved this 14th day of November, 2023, in Holly Hill



3. -2023-R-69 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2022-2023 to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

**Mayor Via opened public participation. No one spoke.**

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Penny Currie, District 2 - Commissioner  |
| <b>SECONDER:</b> | John C. Danio, District 3 - Commissioner |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson       |

**RESOLUTION  
2023-R-69**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RESOLUTION OF THE CITY OF HOLLY HILL,**

**FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2023, which remain incomplete and will carryover from fiscal year 2023-2024 into the ensuing fiscal year; and

**WHEREAS**, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024; and

**WHEREAS**, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

**SECTION 1. BUDGET AMENDMENT.** The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2023-2024 budget.

**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.** The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023 through September 30, 2024. This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 14<sup>th</sup> day of NOVEMBER, 2023.**

Enacted and approved this 14th day of November, 2023, in Holly Hill



4.

Request for a Lien Reduction - 172 Flomich Street  
(Requested by Joseph Forte, City Manager)

Mr. Forte stated the staff's recommendation is to reduce the lien from \$26,250.00 to the excess funds amount received by the City of Holly Hill in the amount \$3,030.26, with payment due no later than December 15, 2023.

**Mayor Via opened public participation. No one spoke.**

|                  |                                        |
|------------------|----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Roy Johnson, District 4 - Commissioner |
| <b>SECONDER:</b> | John Penny, District 1 - Commissioner  |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson     |

Enacted and approved this 14th day of November, 2023, in Holly Hill



5.

Vineyards Final Plat

(Requested by Brian Walker, Board of Planning and Appeals)

**Mayor Via opened public participation.**

Heidi Heller, Holly Hill, spoke.

**Mayor Via closed public participation.**

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Roy Johnson, District 4 - Commissioner  |
| <b>SECONDER:</b> | Penny Currie, District 2 - Commissioner |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson      |

Enacted and approved this 14th day of November, 2023, in Holly Hill



## 9. PUBLIC HEARINGS

### 1. -2023-O-3065 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from B-5 (Heavy Commercial) Volusia County, to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.



(Requested by Brian Walker, Board of Planning and Appeals)

**ORDINANCE 3065**

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3065, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL,** Commissioner Currie.*

**PASSED, 5-0.**

**ORDINANCE**

**3066**

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3066, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL,** seconded by Commissioner Currie.*

**PASSED, 5-0.**

**Mayor Via opened public participation. No one spoke.**

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AT 2ND READING [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Roy Johnson, District 4 - Commissioner    |
| <b>SECONDER:</b> | Penny Currie, District 2 - Commissioner   |
| <b>AYES:</b>     | Via, Penny, Currie, Danio, Johnson        |

**ORDINANCE**

**2023-O-3065**

**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3066 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE**



**THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Commission has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

**SECTION 1.** The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 1872 N Nova Road having parcel number 424231010290 and 1888 N Nova Road Old Kings Road having parcel number 424231010291 as described in Attachment A, as General Commercial.

**SECTION 2.** The City Manager is authorized and directed to submit the

proposed amendment to the Florida Department of Economic Opportunity and the Volusia Growth Management Commission, as required by law.

**SECTION 3.** The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

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

**SECTION 5.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**APPROVED AND AUTHENTICATED on this 14<sup>th</sup> day of NOVEMBER, 2023 for second and final reading.**

**ATTACHMENT "A"**

THE NORTHERLY 75 FEET OF LOT 29, AND THE SOUTHERLY 20 FEET OF LOT 30, (EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 180 FEET TO POINT OF BEGINNING, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 95 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 29; THENCE

N25°48'33"W FOR A DISTANCE OF 75 FEET TO THE NORTHEASTERLY CORNER OF LOT 29, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 100 FEET TO THE EASTERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 20 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 30, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED I

N MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NUMBER: 4242-31-01- 0291

THE SOUTH 25 FEET OF LOT 29, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP IN MAP BOOK 11, PAGE 252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY AS SHOWN IN DEED BOOK 558, PAGE 353, AND AS PER DEED RECORDED IN O.R. BOOK 3694, PAGE 1071, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGINNING, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 100 FEET ALONG THE EXTENSION OF THE SOUTHWESTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ALONG THE EXTENSION LINE OF THE NORTHEASTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 29, BLOCK 1; S64°14'23"W A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO. 4242-31-01-0290

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL;**

**PROVIDING FOR CONFLICTING ORDINANCES;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE.**

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

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

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

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

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

**SECTION 1.** The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment “A” as CC-1 (Commercial Corridor District.)

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

**SECTION 3.** This ordinance shall become effective following approval of the future land use map amendments designated as CPA-2023-03, by the Florida Department of

Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

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

**SECTION 5.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**APPROVED AND AUTHENTICATED on this 14<sup>th</sup> day of NOVEMBER, 2023 for second and final reading.**

**ATTACHMENT "A"**

**LEGAL DESCRIPTION:**

A PORTION OF THE FOLLOWING: THE SOUTHERLY 20 FEET OF LOT 30, LOT 29, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S25°48'33"E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 180.00 FEET TO POINT OF BEGINNING, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25°48'33"E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 195.00 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE WESTERLY MOST CORNER OF LOT 28, BLOCK 1; THENCE N64°14'23"E FOR A DISTANCE OF 229.12 FEET; THENCE N50°09'43"W ALONG THE SOUTHWESTERLY BOUNDARY OF NORTH NOVA ROAD AS

DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3742, PAGE 550 FOR A DISTANCE OF 214.13 FEET; THENCE S64°14'23"W FOR A DISTANCE OF 140.81 FEET TO THE POINT OF BEGINNING.

Enacted and approved this 14th day of November, 2023, in Holly Hill



## 10. COMMUNICATIONS

### A. City Manager Comments

Mr. Forte reminded everyone about the upcoming parade, Saturday, December 2<sup>nd</sup> beginning at 10:00 AM, the Christmas tree lighting will be on Friday night, December 1<sup>st</sup> at 6:00 PM in front of City Hall; brief discussion over the staging area for the Mayor and Commissioners, elected officials; Miss World America 2023 Victoria DiSorbo as our Grand Marshal and she will be here Friday night and for the Christmas parade; "Welcome To Holly Hill" painted on the wall at Pictona by the pickleball courts; price is a bit high so Natasha who has painted the murals for us, he reached out to her and asked for a quote; the Holly Hill Chamber of Commerce is dissolving, completely closing down, the city is not taking over the corporation of that due to too much liability; phone lines and events will be transferred internally with staff for the events and tickets; staff is still moving forward with the motels; gave an update on Anniston property to the Mayor and Commissioners; reminder that there is the Thanksgiving Day luncheon with the employees on Friday; showed some mosaic pictures on the overhead that Mr. Michael Pickett would like to put on the Daytona Avenue bridge.

### B. City Attorney Comments

None.

### C. City Commission Comments

Commissioner Penny reminded everyone that the Farmer's Market at Sunrise Park will be taking place again this coming Sunday, November 19<sup>th</sup> from 9:00 AM to 3:00 PM; the ladies are doing a great job, good turnouts; reminded the Mayor and Commissioners about nominating the 2023 Citizen of The Year; reminder that on December 9<sup>th</sup> at 9:00 AM at R & R Roofing will be packing the Christmas food boxes for families and reminded everyone about the Pickleball Tournament taking place this weekend.

Commissioner Danio mentioned the 3<sup>rd</sup> Street and Riverside Park homeless site.

Commissioner Johnson informed the Mayor and Commissioners that the TPO meeting is tomorrow; update on LPGA, moving ahead; continuous traffic issues; the corner lot on Nova Road where the car wash is supposed to be going and the overgrown grass; Veterans Day ceremony.

### D. Mayor's Comments

Mayor Via mentioned that he attended the Elected Officials Round Table meeting that took place yesterday; brief discussion on the Live Local Act with staff and Attorney Simpson shared some input with the Mayor and Commissioners; neighborhood

community meetings. *(A copy of this meeting in its entirety is available upon request in the City Clerk's Office or by listening online on the city's YouTube channel)*

**11. ADJOURNMENT**

The meeting adjourned at approximately 7:40 PM.





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

**City Commission  
Resolution**

4.1

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**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed \$50,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Proving for Severability; and Providing for an Effective Date.  
**NUMBER:** 2023-R-70  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City of Holly Hill is in need of asphalt repair services to patch and resurface small areas where streets, water, sewer and stormwater repairs have required the existing pavement to be disturbed. The City has identified and used The Alternative Asphalt, LLC, for this work over the past year and have found that they are very cost effective, complete repairs in a timely manner as this contractor is located within the City of Holly Hill, and warrant the work to meet City standards.

Examples of savings from using The Alternative Asphalt, LLC include:

During Hurricane Ian, a stormwater pipe collapsed in the intersection of Martha Street and Center Avenue. The repairs required the old road to be excavated to replace the failed pipe. Staff requested a quote from a small asphalt contractor to bid and the bid came in at \$15,500, which was a little higher than expected. Staff then received a bid from The Alternative Asphalt to make the repairs, at a cost of \$3,750.

In another instance, staff requested a proposal for another asphalt contractor to remobilize to complete a job that had been delayed. The contractor's proposal included \$5,000 for remobilization plus the costs of the installation of the asphalt. A proposal was requested from The Alternative Asphalt and was received within the hour at a total cost of under \$7,000.

This contractor has proven to City staff that they are very responsive for any request, stand by their workmanship through warranties and take all corrective action to reinstall or replace repaired areas. The Alternative Asphalt uses Florida Department of Transportation (FDOT) standard mixes purchased from P&S Asphalt or Halifax Asphalt plants. Both of these plants are FDOT certified.

Any of the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions budgeted accounts.

The City's purchasing policy, Chapter 8, allows for the waivers of bids provided enumerated criteria have been met.

### **Waivers of Bid:**

#### **CHAPTER 8 - WAIVERS OF BID**

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the form bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain the written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Staff recommend the formal waiving of the bid procedure in observance of the following criteria:

- When essential government service would be interrupted.
- When additional loss to public or private property may occur.

### **FISCAL ANALYSIS:**

Asphalt repairs are charged to the utility which contributed to the failure of the roadway. There are funds set aside in the fiscal year 2023/2024 repair and maintenance budgets within the Streets Division in account 001-4141-541-4601, Stormwater Division in account 460-3080-538-4601, Water Division in account 400-3010-533-4601 and Wastewater Division in account 400-3020-535-4601. The annual amount of asphalt expenditures requested is in an amount not to exceed \$50,000 divided evenly at \$12,500 in each of the above identified general ledger accounts.

### **STAFF RECOMMENDATION:**

Approve the waiver of the bid requirement in order to award asphalt repairs to The Alternative Asphalt, LLC in an amount not to exceed \$50,000 annually and authorize the City Manager to execute the same.

**COMMISSION GOAL:**

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

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

**MOTION:**

**THAT THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVE THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND AWARD ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$50,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

**Resolution No. 2023-70**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$50,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$50,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City anticipates the need for asphalt repair services; and

**WHEREAS**, the City has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

**WHEREAS**, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

**WHEREAS**, the City requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed \$50,000 to The Alternative Asphalt, LLC of Holly Hill, FL.

**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 approve the waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed \$50,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

**SECTION 2.** That this Resolution shall take effect immediately upon its

adoption.

**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 28<sup>th</sup> day of NOVEMBER, 2023.**



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Resolution

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**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a Cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a Cost of \$80,845.70 through Bartow Ford and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

**NUMBER:** 2023-R-71  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

In keeping with the City's fleet replacement plan, two (2) Public Works vehicles have been approved to purchase in the fiscal year 2023/2024 budget. This Resolution authorizes the City Manager to utilize a piggyback agreement between Charlotte County and Bartow Ford for the purchase of a Ford F-350 Mini Dump Truck and Ford F-350 Utility Truck with a hoist. This contract offers a 4.27% discount off of Ford Factory Invoices and a 0% mark-up on dealer installed options.

Charlotte County contract # 2021000541 was awarded on September 14, 2021 and has been extended through September 30, 2024. Charlotte County contract # 2021000541 is included under "Exhibit A".

**Items requested to be purchased this year include:**

One (1) 2024 Ford F-350 Ford Utility Box Truck with a Hoist at a cost of \$101,210.70

One (1) 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70

The total cost of police vehicles to be purchased through this resolution is \$182,056.40.

Proposals from Bartow Ford including unit pricing of vehicles are included under "Exhibit B"

**Current City of Holly Hill Purchasing Manual**

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been

competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Section 2.39 of the City's Purchasing Policy is included under "Exhibit C".

### **FISCAL ANALYSIS:**

Capital projects for the purchase of these vehicles are included in the Fiscal Year 2023/2024 approved budget as follows:

407-8110-580-6400: Ford F-350 Utility Box Truck with a Hoist; Project 24-ST-04

Project Budget: \$125,000.00

Proposal Received: \$101,210.70

461-8110-538-6400: Ford F-350 Mini Dump Truck; Project 24-ST-03

Project Budget: \$74,000.00

Proposal Received: \$80,845.70

A budget amendment request moving savings from general ledger account 407-8110-580-6400 into general ledger account 461-8110-538-6400 is included under "Exhibit D".

### **STAFF RECOMMENDATION:**

That the City Commission approve the piggyback of Charlotte County contract # 2021000541 with Bartow Ford, award the purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70 and authorize the City Manager to execute the same.

### **COMMISSION GOAL:**

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

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

**MOTION:**

**APPROVING THE PIGGY-BACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDED THE PURCHASE OF A 2024 FORD F-350 UTILITY BOX TRUCK WITH A HOIST AT A COST OF \$101,210.70 AND A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

**ATTACHMENTS:**

- Exhibit A - Charlotte County Contract 2021000541 (PDF)
- Exhibit C - Purchasing Policy Section 2.39 (PDF)
- Exhibit D - Budget Amendment Request (PDF)
- Exhibit B - Bartow Ford Proposals (PDF)



**Resolution No. 2023-71**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF A 2024 FORD F-350 UTILITY BOX TRUCK WITH A HOIST AT A COST OF \$101,210.70 AND A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF A 2024 FORD F-350 UTILITY BOX TRUCK WITH A HOIST AT A COST OF \$101,210.70 AND A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a Ford F-350 Utility Box Truck with a Hoist and a Ford F-350 Mini Dump Truck were approved to be purchased in the adopted fiscal year 2023-2024 budget in keeping with the Fleet vehicle replacement plan; and

**WHEREAS**, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

**WHEREAS**, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS**, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

**WHEREAS**, the City Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

**WHEREAS**, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services.

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

**SECTION 1.** Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

**SECTION 2.** It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70.

**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 28<sup>th</sup> day of NOVEMBER 2023.**



# Charlotte County Purchasing

## Administrative Contract Renewal Approval Form

Vehicles - Annual Contract

|                       |                               |                    |           |
|-----------------------|-------------------------------|--------------------|-----------|
| <b>Contract #:</b>    | 2021000541                    | <b>Award Date:</b> | 9/14/2021 |
| <b>Awarded By:</b>    | Board of County Commissioners |                    |           |
| <b>Original Term:</b> | 10/1/2021                     | <b>To:</b>         | 9/30/2022 |
| <b>From:</b>          |                               |                    |           |
| <b>Renewal Term:</b>  | 10/1/2023                     | <b>To:</b>         | 9/30/2024 |
| <b>From:</b>          |                               |                    |           |

### Description & Background of Contract

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

|                             |              |               |                                  |
|-----------------------------|--------------|---------------|----------------------------------|
| <b>Contract Specialist:</b> | True, Alisa  | <b>Email:</b> | Alisa.True@charlottecountyfl.gov |
| <b>Phone:</b>               | 941-743-1549 | <b>Fax:</b>   | 941-743-1384                     |

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

|                                                      |                                                                |                   |              |
|------------------------------------------------------|----------------------------------------------------------------|-------------------|--------------|
| <b>Requested By:</b>                                 | Richard Weissinger<br>Bartow Ford<br>thefordtruckguy@gmail.com | <b>Signature:</b> | See Attached |
| <b>Fiscal Reviewed By:</b>                           | Daniels, Harold, Senior Financial Analyst-08/01/2023           |                   |              |
| <b>Department Approved By:</b>                       | Gutierrez, Lorrie, Fleet Operations Manager - 8/17/2023        |                   |              |
| <b>Purchasing Approved By:</b>                       | Corbett, Kimberly, Senior Division Mgr-Purchasing - 8/17/2023  |                   |              |
| <b>Administration Approved By:</b> (when applicable) | Flores, Hector, County Administrator - 8/17/2023               |                   |              |

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2023-R-71 : Public Works Vehicles)

## Charlotte County Purchasing Contractor/Vendor Performance Evaluation

**Contract #:** 2021000541 **Title:** Vehicles - Annual Contract

**Department:** Fleet Management

**Contractor/Vendor:** Bartow Ford

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

- |                                                                                     |     |
|-------------------------------------------------------------------------------------|-----|
| 1. Did the Contractor/Vendor perform and/or deliver on time?                        | No  |
| 2. Was quality of product/service rendered in conformance with specs?               | Yes |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs?        | N/A |
| 4. Did the Contractor/Vendor display cooperation in working out problems?           | Yes |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | Yes |

Additional Comments (optional):

Supply chain issues and communication lacks.

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

**Completed by:** Gutierrez, Lorrie, Fleet Operations Manager-08/17/2023



# Charlotte County Purchasing

## Administrative Contract Renewal Approval Form

Vehicles - Annual Contract

|                                                 |                               |             |           |
|-------------------------------------------------|-------------------------------|-------------|-----------|
| Contract #:                                     | 2021000541                    | Award Date: | 9/14/2021 |
| Awarded By:                                     | Board of County Commissioners |             |           |
| Original Term:                                  | 10/1/2021                     | To:         | 9/30/2022 |
| From:                                           |                               |             |           |
| Renewal Term:                                   | 10/1/2023                     | To:         | 9/30/2024 |
| From:                                           |                               |             |           |
| <b>Description &amp; Background of Contract</b> |                               |             |           |

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

|                      |              |        |                                  |
|----------------------|--------------|--------|----------------------------------|
| Contract Specialist: | True, Alisa  | Email: | Alisa.True@charlottecountyfl.gov |
| Phone:               | 941-743-1549 | Fax:   | 941-743-1384                     |

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

|               |                                                                |            |                           |
|---------------|----------------------------------------------------------------|------------|---------------------------|
| Requested By: | Richard Weissinger<br>Bartow Ford<br>thefordtruckguy@gmail.com | Signature: | <i>Richard Weissinger</i> |
|---------------|----------------------------------------------------------------|------------|---------------------------|

|                                               |  |
|-----------------------------------------------|--|
| Fiscal Reviewed By:                           |  |
| Department Approved By:                       |  |
| Purchasing Approved By:                       |  |
| Administration Approved By: (when applicable) |  |

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2023-R-71 : Public Works Vehicles)



## SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

### POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

### POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

### POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

### POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

### POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2023-2024**

| Requesting Department           |                                 | Date       |
|---------------------------------|---------------------------------|------------|
| Public Works                    |                                 | 11/13/2023 |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:            | AMOUNT:    |
| 407-8110-580-6400               | R&R Fund, Machinery & Equipment | \$10,000   |
|                                 |                                 |            |
|                                 |                                 |            |
|                                 |                                 |            |
|                                 | Total                           |            |
| ADD FUNDS TO ACCOUNT NUMBER:    |                                 |            |
| 461-8110-538-6400               | Stormwater Capital M&E          | \$10,000   |
|                                 |                                 |            |
|                                 |                                 |            |
|                                 |                                 |            |
|                                 | Total                           |            |

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

(2) Public Works vehicle purchases were approved in the fiscal year 2023/2024 budget: A 2024 Ford F-350 Hoist Truck (407-8110-580-6400) and a Ford Mini Dump Truck (461-8110-538-6400). The Hoist truck came in \$23,789.30 under budget, but the Mini Dump came in \$6,845.70 over budget. This budget amendment requests to have adequate funds in each of the identified general ledger accounts to make the purchases.

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

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

**City of Holly Hill**  
**Steve Reeves**

|                                                                                                 |  |
|-------------------------------------------------------------------------------------------------|--|
| <b>Pricing in accordance with the Charlotte County contract # 2021000541</b>                    |  |
| <b>If you have any questions or need any additional information please feel free contact me</b> |  |
| <b>Sincerely Yours,</b>                                                                         |  |
| <b>Richard Weissinger</b>                                                                       |  |
| <b>Commercial Fleet Sales</b>                                                                   |  |
| <b>Direct Line (813) 477-0052</b>                                                               |  |
| <b>Fax (863) 533-8485</b>                                                                       |  |

**If you have any questions or need any additional information please feel free contact me**

**Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485**



**City of Holly Hill**  
**Steve Reeves**

|                                                                              |  |                    |
|------------------------------------------------------------------------------|--|--------------------|
| <b>TOTAL PURCHASE AMOUNT PER UNIT</b>                                        |  | <b>\$80,845.70</b> |
| <b>Pricing in accordance with the Charlotte County contract # 2021000541</b> |  |                    |

**Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485**



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Resolution

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**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 815 70390-1 with Ferguson Enterprises, Inc., for the Purchase of Fiscal Year 2023-2024 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System for the Public Works Department in an Amount Not to Exceed \$20,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** 2023-R-72  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City's Water Treatment Plant utilizes various plumbing supplies for repairs and maintenance of the water treatment plant and water distribution system whether scheduled repairs or emergency repairs. Supplies such as distribution piping, repair clamps, water meter installation repair, and fire hydrant repair as well as maintenance. These supplies are obtained through the piggybacking procurement method. The annual requested amount for this authorization is not to exceed \$20,000.

Volusia County holds an agreement with Ferguson Enterprises, Inc., to provide their annual supply of plumbing supplies. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Volusia County. Master Agreement NO. 815 70390-1 was approved August 2, 2022 and expires August 1, 2025, attached as Exhibit "A". An approval to piggyback this contract from Ferguson is attached as Exhibit "B". These supplies are recommended to be purchased under this agreement.

**Piggyback Agreements**

**Current City of Holly Hill Purchasing Manual**

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback

off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

#### **FISCAL ANALYSIS:**

The expenditures related to the purchase of these plumbing supplies are located in the water division budget. The actual amount of expenditures for the above plumbing supplies will vary with use through the year as required by the repair and maintenance processes of the water treatment plant and water distribution system. Funds are budgeted through this division's repair and maintenance account.

#### **STAFF RECOMMENDATION:**

Approve price agreements for the purchase of Fiscal Year 2023-2024 supply of water treatment plant and water distribution system plumbing supplies for the public works department and authorize the City Manager to execute any necessary price agreement.

#### **COMMISSION GOAL:**

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

#### **MOTION:**

**APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 815 70390-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ATTACHMENTS:**

- Exhibit A - Ferguson Plumbing Supplies, 22-B-95MC\_Ferguson (PDF)
- Exhibit B - Holly Hill Authorization to Piggy-Back letter 11-02-23 (PDF)

**Resolution No. 2023-72**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 815 70390-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF FISCAL YEAR 2023-2024 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$20,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 815 70390-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF FISCAL YEAR 2023-2024 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$20,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill is in need of plumbing supplies for the water treatment plant and water distribution system; and

**WHEREAS**, the City has secured pricing agreements utilizing the piggybacking procurement method permitted under the City's purchasing guidelines; and

**WHEREAS**, Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

**WHEREAS**, the City Commission does hereby approve piggybacking the Volusia County Master Agreement NO. 815 70390-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 plumbing supplies of water treatment plant and water distribution system repair and maintenance for the Public Works Department.

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

**SECTION 1.** That the City Commission does hereby approve the price agreement for Fiscal Year 2023-2024 for the purchase of plumbing supplies for the repair and maintenance of the water treatment plant and water distribution system in the Public Works Department, in an amount not to exceed \$20,000 and authorizes the City Manager to execute any necessary price agreements.

**SECTION 2.** That the City Commission does hereby approve the piggybacking the Volusia County Master Agreement NO. 81570390-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 plumbing supplies for the water treatment plant and water distribution system repair and maintenance in the Public Works Department.

**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 28<sup>th</sup> day of NOVEMBER, 2023.**



# Master Agreement

NO. 815 70390 - 1

4.3.a

TERM: 2022-08-02 to 2025-08-01

Page 1 of 2

Date Issued: 08/16/2022

|                                                                                                                                                   |                                                                                                                                                                                                  |                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Vendor contact:</b><br><b>Name:</b> JUSTIN MONTANDON<br><b>Phone:</b> 407-859-7473 <b>Ext.:</b><br><b>E-mail:</b> JUSTIN.MONTANDON@FERGUSON.CO | <b>County contact:</b><br><b>Name:</b> KAMRON GARDNER<br><b>Phone:</b> 386-248-1760 <b>Ext.:</b> 11271<br><b>E-mail:</b> kgardner@volusia.org                                                    | <b>Bill To:</b><br><b>County of Volusia</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720 |
| <b>Vendor Name:</b><br>FERGUSON ENTERPRISES INC<br><br>801 THORPE ROAD<br><br>ORLANDO, FL 32824-8016                                              | <b>Vendor No.</b> FEE22900000                                                                                                                                                                    | <b>Ship To:</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720                             |
| <b>Solicitation Number:</b> 22-B-95MC<br><br><b>Award Date:</b> 2022-08-02<br><br><b>Award Authorization:</b> COUNCIL                             | <b>Purchasing</b><br><b>Phone:</b> MEGHAN CHESTNUT<br>386-626-6624 <b>Ext:</b> 16624<br><b>E-mail:</b> mchestnut@volusia.org<br><br><b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed |                                                                                                                   |
| <b>Document Description:</b><br>Plumbing Supplies                                                                                                 |                                                                                                                                                                                                  |                                                                                                                   |

| Line Item | Commodity Code | Unit | Description                                                                                  | Unit Price or Contract Amount |
|-----------|----------------|------|----------------------------------------------------------------------------------------------|-------------------------------|
| 1         | 67000          | EA   | Plumbing Supplies Pricing per percent discount per manufacturer in accordance with 22-B-95MC | 0.000000                      |

Pam Wilsky, CPPO, CPPB  
Purchasing & Contracts Director

County of Volusia  
Sales Tax Exemption Number  
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms

Packet Pg. 50

Attachment: Exhibit A - Ferguson Plumbing Supplies, 22-B-95MC\_Ferguson (2023-R-72 : Approve Piggybacking Volusia County Contract W/



## Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

**Providing any good or service constitutes acceptance of this entire PO or MA without exception.**  
**In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.**

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or [purchasing@volusia.org](mailto:purchasing@volusia.org).

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

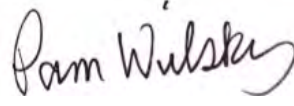
Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Date:</b> 08/02/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      | <b>AGENDA ITEM</b>                                                                                                                                                          |                               | <b>Item:</b> A                                                                                                                                                                                |                          |
| <input type="checkbox"/> Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | <input type="checkbox"/> Resolution                                                                                                                                         |                               | <input type="checkbox"/> Budget Resolution                                                                                                                                                    |                          |
| <input checked="" type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>County Goals</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Thriving Communities | <input type="checkbox"/>                                                                                                                                                    | Economic & Financial Vitality | <input type="checkbox"/>                                                                                                                                                                      | Excellence In Government |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                                                                                                                                                                             |                               | <input checked="" type="checkbox"/>                                                                                                                                                           | NA                       |
| <b>Department:</b> Business Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Division:</b> Facility Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Subject:</b> Award of Agreements for plumbing supplies, 22-B-95MC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Jeaniene Jennings</b><br>Director Business Services<br><br>Department Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | <b>Pamela Wilsky</b><br><br>Approved in Accordance with Purchasing Policies and Procedures |                               | <b>Legal</b><br><b>Heather Wallace</b><br>Assistant County Attorney<br><br>Approved as to Form and Legality |                          |
| <b>James Corbett</b><br>Director Facilities Management<br><i>James Corbett</i><br>Division Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      | <b>Aaron Van Kleeck</b><br><br>Approved as to Budget Requirements                         |                               | <br>County Manager's Office<br><b>Ryan Ossowski</b><br>Chief Financial Officer                             |                          |
| <b>Council Action:</b> Approved as Recommended                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Modification:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Fund Number(s):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      | <b>Description:</b>                                                                                                                                                         |                               | <b>Amount:</b>                                                                                                                                                                                |                          |
| 999 Various                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      | Estimated Annual Expenditures: Various Accounts Countywide                                                                                                                  |                               | \$100,000.00                                                                                                                                                                                  |                          |
| <b>Total Item Budget: \$100,000.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <b>Staff Contact(s):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      | <b>Phone:</b>                                                                                                                                                               |                               | <b>Ext.</b>                                                                                                                                                                                   |                          |
| Jeaniene Jennings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      | 386 822 5789                                                                                                                                                                |                               | 15789                                                                                                                                                                                         |                          |
| James Corbett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | 386 248 1760                                                                                                                                                                |                               | 11359                                                                                                                                                                                         |                          |
| <b>Summary/Highlights:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |
| <p>The county received four (4) responses as shown on the attached tabulation sheet, to an invitation to bid for plumbing supplies. Bid pricing was evaluated based on a sample list of plumbing supplies commonly purchased by the county.</p> <p>Staff recommends selection of, and award of agreements to all of the responsive and responsible bidders: Ferguson Enterprises, LLC, Sanford, FL ; Hajoca d/b/a Hughes Supply Daytona, Daytona Beach, FL ; Northgate Limited, Inc. Sarasota, FL ; and Osceola Plumbing Supply &amp; Well Drilling, Holly Hill, FL, for an initial term of three (3) years with two (2)</p> |                      |                                                                                                                                                                             |                               |                                                                                                                                                                                               |                          |

subsequent one-year renewal options. A multiple award will ensure products are available when needed. The estimated annual expenditures is approximately \$100,000.00.

These agreements will be used countywide with Facility Management being the largest user.

Copies of the complete agreements and applicable exhibits, with the same terms and conditions described in the solicitation, are available for review in the purchasing and contracts division.

**Recommended Motion:** Approval.



**COUNTY OF VOLUSIA, FL  
SOLICITATION TABULATION SHEET**

ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

SOLICITATION NUMBER: **22-B-95MC**

SOLICITATION TITLE: **PLUMBING SUPPLIES**

SOLICITATION CLOSING DATE: **6/21/2022** TIME: **3:00 P.M.**

|                                                                                                                                                     |                                                                                                                                          |                                                                                                                                |                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Ferguson Enterprises LLC (Ferguson Waterworks)</b><br>1470 Bobby Lee Point, Sanford, FL 32771<br>407-859-7473 ;<br>justin.montandon@ferguson.com | <b>Hajoca d/b/a Hughes Supply Daytona</b><br>805 Brentwood Dr., Daytona Beach, FL 32117<br>386-253-0551 ;<br>bradley.sheppard@hajoca.com | <b>Northgate Limited, Inc.</b><br>4549 Mariotti Ct., Suite 102, Sarasota, FL 34233<br>954-579-6061 ; alan@northgatelimited.com | <b>Osceola Plumbing Supply &amp; Well Drilling</b><br>555 3rd St., Holly Hill, FL 32117<br>386-252-8838 ; ops1@cfl.rr.com |
| <b>Sample Product Price Sheet Total:</b><br><b>\$3,556.64</b>                                                                                       | <b>Sample Product Price Sheet Total:</b><br><b>\$2,772.49</b>                                                                            | <b>Sample Product Price Sheet Total:</b><br><b>\$4,383.380</b>                                                                 | <b>Sample Product Price Sheet Total:</b><br><b>\$3,560.51</b>                                                             |

Opened by: Meghan Chestnut, Purchasing Analyst II

Witnessed by: Becki Bishop, Senior Procurement Analyst

Tabulated by: Meghan Chestnut, Purchasing Analyst II

Posted: 7/8/22

Recommendation of Award (ROA): Ferguson Enterprises, LLC ; Hajoca d/b/a Hughes Supply Daytona ; Northgate Limited, Inc. ; Osceola Plumbing Supply & Well Drilling

Approved by:

*Pamela Wilsky*

Pam Wilsky, NIGP-CPP, CCPB, CPPO  
Director of Purchasing and Contracts

**Ferguson Enterprises**  
**Percent Discount Price Sheets, 22-B-95MC**

| <b>Fixed % Discount</b> |                                             |
|-------------------------|---------------------------------------------|
| Description             | Fixed Percent Discount (to be entered as %) |
| Fixed % Discount        | 1                                           |

| <b>Percent Discount by Manufacturer</b> |                                     |                                                 |
|-----------------------------------------|-------------------------------------|-------------------------------------------------|
| Description                             | Manufacturer Lists                  | Percent Discount to be entered as a % (ex. 10%) |
| Manufacturer % discount                 | Sloan repair items                  | 40%                                             |
| Manufacturer % discount                 | Delta Faucet                        | 40%                                             |
| Manufacturer % discount                 | Brass Craft angle stops             | 50%                                             |
| Manufacturer % discount                 | Oatey cement / cleaners             | 67%                                             |
| Manufacturer % discount                 | Liberty                             | 20%                                             |
| Manufacturer % discount                 | American Flow Control hydrants      | 52%                                             |
| Manufacturer % discount                 | American Flow Control- valves       | 32%                                             |
| Manufacturer % discount                 | American Flow Control-parts         | 20%                                             |
| Manufacturer % discount                 | US Pipe Fab-Spools                  | 50%                                             |
| Manufacturer % discount                 | Tyler Union Fittings (import)       | 38%                                             |
| Manufacturer % discount                 | Ford Brass Couplers Curbs corps etc | 51%                                             |
| Manufacturer % discount                 | Other Ford Items                    | 45%                                             |
| Manufacturer % discount                 | Poly & PVC Pipe                     | 2%                                              |
| Manufacturer % discount                 | Neptune Meters                      | 10%                                             |
| Manufacturer % discount                 | Meritt- Fittings                    | 62%                                             |
| Manufacturer % discount                 | Meritt Nipples                      | 94%                                             |
| Manufacturer % discount                 | Pollard Water                       | 0% (Free Freight)                               |
| Manufacturer % discount                 | Proselect Bolt & Gasket Packs       | 50%                                             |
| Manufacturer % discount                 | HDPE risers pipe fittings           | 10%                                             |
| Manufacturer % discount                 | Backflows                           | 30%                                             |
| Manufacturer % discount                 | Meter Boxes                         | 20%                                             |
| Manufacturer % discount                 | Romac                               | 39%                                             |
| Manufacturer % discount                 | Ferguson Storm / Geo Items: DSRP    | 20%                                             |
| Manufacturer % discount                 | TPS Items                           | 30%                                             |
| Manufacturer % discount                 | ACIPCO Ductile-DSRP                 | 20%                                             |
| Manufacturer % discount                 | ADS                                 | 10%                                             |
| Manufacturer % discount                 | Oldcastle                           | 10%                                             |
| Manufacturer % discount                 | US Foundry                          | 10%                                             |
| Manufacturer % discount                 | Hydroguard                          | 5%                                              |
| Manufacturer % discount                 | Kupferle                            | 10%                                             |
| Manufacturer % discount                 | Max Adapters                        | 10%                                             |
| Manufacturer % discount                 | Hydrant / Valve repair parts        | 20%                                             |
| Manufacturer % discount                 | FNW Camlocks                        | 40%                                             |
| Manufacturer % discount                 | Fernco Standard couplings           | 68%                                             |
| Manufacturer % discount                 | Fernco Shielded Couplings           | 20%                                             |

**Ferguson Enterprises****Percent Discount Price Sheets, 22-B-95MC**

|                         |                                                                           |     |
|-------------------------|---------------------------------------------------------------------------|-----|
| Manufacturer % discount | Ferguson Tool offerings-DSRP                                              | 5%  |
| Manufacturer % discount | ARI Valves                                                                | 2%  |
| Manufacturer % discount | Ebaa                                                                      | 50% |
| Manufacturer % discount | Additional import Restraints                                              | 50% |
| Manufacturer % discount | Valve Boxes                                                               | 10% |
| Manufacturer % discount | Additional stock items not included elsewhere- Margin % added to cost     | 14% |
| Manufacturer % discount | Additional Non stock items not included elsewhere- Margin % added to cost | 19% |



November 2, 2023

City of Holly Hill  
453 LPGA Blvd.  
Holly Hill, FL 32117

Attention: Elizabeth Wrenn

RE: Approval to piggy-back the Volusia County Plumbing Supplies contract 22-B-95MC

Dear Elizabeth,

Thank you for your recent inquiry regarding the Volusia County Plumbing Supplies contract 22-B-95MC.

Please accept this letter as an agreement that Ferguson Waterworks has approved the City of Holly Hill to utilize this contract.

If you have any additional questions or concerns, please do not hesitate to contact us.

Sincerely,

**Ferguson Waterworks**

**Rob Pinkston**

Municipal Area Sales Manager - Florida

 **FERGUSON**  
WATERWORKS

1470 Bobby Lee Point  
Sanford, FL 32771





STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Resolution

4.4

---

**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 750 4157-1 with Ferguson Enterprises, Inc., for the Purchase of Stormwater Pipe for the Stormwater Department Repair and Maintenance in the Public Works Department in an Amount Not to Exceed \$50,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing Severability; and Providing for an Effective Date.

**NUMBER:** 2023-R-73  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City's Stormwater Department utilizes various sizes and types of stormwater pipe for repairs and maintenance throughout the City. These supplies are obtained through Ferguson Enterprises, Inc.

Volusia County holds an agreement with Ferguson Enterprises, Inc., to provide their annual supply of stormwater pipe. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ferguson Enterprises, Inc. This master agreement NO. 750 4157-1 was approved September 11, 2023 and expires September 10, 2026, is attached as Exhibit "A". These supplies are recommended to be purchased under this agreement.

**Current City of Holly Hill Purchasing Manual**

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

### **FISCAL ANALYSIS:**

The actual amount of expenditures for stormwater pipe will vary with use throughout the year as required by the repair and maintenance process of the stormwater pipe system. The expenditures related to the purchase of stormwater pipe supplies are budgeted in budget account 461-8110-580-6300 since new stormwater pipe will have an extended life estimated at 50 years.

The annual requested amount for this authorization is not to exceed \$50,000 in direct purchases of stormwater pipe.

### **STAFF RECOMMENDATION:**

Approve price agreements for the purchase of Fiscal Year 2023-2024 supply of stormwater pipe for the Stormwater Department repair and maintenance in the Public Works Department and authorize the City Manager to execute necessary price agreement.

### **COMMISSION GOAL:**

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

### **MOTION:**

**APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 750 4157-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF STORMWATER PIPE FOR THE STORMWATER DEPARTMENT REPAIR AND MAINTENANCE IN THE PUBLIC WORKS DEPARTMENT AND AUTHORIZED THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ATTACHMENTS:**

- Volusia County Master Agreement NO. 750 4157-1 (PDF)

**Resolution No. 2023-73**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 750 4157-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF STORMWATER PIPE FOR THE STORMWATER DEPARTMENT REPAIR AND MAINTENANCE IN THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$50,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 750 4157-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF STORMWATER PIPE FOR THE STORMWATER DEPARTMENT REPAIR AND MAINTENANCE IN THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$50,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill is in need of stormwater pipe for the public works department; and

**WHEREAS**, the City has secured pricing agreements utilizing the piggybacking procurement method permitted under the City's purchasing guidelines; and

**WHEREAS**, Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for

other public purchasing units to purchase from the selected vendor under the same terms and Resolution 2019-76 Meeting of November 12, 2019 Updated: 11/5/2019 4:18 PM B Page 4 conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

**WHEREAS**, the City Commission does hereby approve piggybacking the Volusia County Master Agreement NO. 750 4157-1 with Ferguson Enterprises, Inc. to provide their Fiscal Year 2023-2024 stormwater pipe for the Stormwater Department repair and maintenance in the Public Works Department.

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

**SECTION 1.** That the City Commission does hereby approve the price agreement for Fiscal Year 2023-2024 for the purchase of plumbing supplies for the repair and maintenance of the Stormwater Department repair and maintenance in the Public Works Department, in an amount not to exceed \$50,000 and authorizes the City Manager to execute any necessary price agreements.

**SECTION 2.** That the City Commission does hereby approve the piggybacking the Volusia County Master Agreement NO. 750 4157-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 stormwater pipe for the Stormwater Department repair and maintenance in the Public Works Department.

**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 28<sup>th</sup> day of NOVEMBER,  
2023.**



# Master Agreement

NO. 750 4157 - 1

TERM: 2023-09-11 to 2026-09-10

Page 1 of 2

Date Issued: 09/13/2023

|                                                                                                                                                   |  |                                                                                                                                                                                    |  |                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|--|
| <b>Vendor contact:</b><br><b>Name:</b> JUSTIN MONTANDON<br><b>Phone:</b> 407-859-7473 <b>Ext.:</b><br><b>E-mail:</b> JUSTIN.MONTANDON@FERGUSON.CO |  | <b>County contact:</b><br><b>Name:</b> CAROLYN MINICH<br><b>Phone:</b> 386-822-6422 <b>Ext.:</b> 20474<br><b>E-mail:</b> jgrim@volusia.org                                         |  | <b>Bill To:</b><br><b>County of Volusia</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720 |  |
| <b>Vendor Name:</b><br>FERGUSON ENTERPRISES INC<br><br>801 THORPE ROAD<br><br>ORLANDO, FL 32824-8016                                              |  | <b>Vendor No.</b> FEE22900000                                                                                                                                                      |  | <b>Ship To:</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720                             |  |
| <b>Solicitation Number:</b> 23-B-128HO<br><br><b>Award Date:</b> 2023-09-11<br><br><b>Award Authorization:</b> DIRECTOR                           |  | <b>Purchasing</b> HEIDI OTT<br><b>Phone:</b> 386-626-6626 <b>Ext:</b> 16626<br><b>E-mail:</b> hott@volusia.org<br><br><b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed |  |                                                                                                                   |  |
| <b>Document Description:</b><br>Polyethylene Drainage Products and Repair System Pipe                                                             |  |                                                                                                                                                                                    |  |                                                                                                                   |  |

| Line Item | Commodity Code | Unit | Description                                        | Unit Price or Contract Amount |
|-----------|----------------|------|----------------------------------------------------|-------------------------------|
| 1         | 65858          | EA   | Polyethylene Pipe<br>In accordance with 23-B-128HO | 0.000000                      |

Pam Wilsky, CPPO, CPPB  
Purchasing & Contracts Director

County of Volusia  
Sales Tax Exemption Number  
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

## Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or [purchasing@volusia.org](mailto:purchasing@volusia.org).

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



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

**City Commission  
Resolution**

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**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Bidding Requirement for the Use of Clog Dog Drain and Sewer Services for Locating Cleanouts and Clearing Sewer Blockages, Establishing a Not to Exceed Cost of \$7,500 Annually and Authorizing the City Manager to Execute the Same  
**NUMBER:** 2023-R-74  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City of Holly Hill is in need of sewer locating and the clearing of sewer blockages when City owned equipment is incapable of clearing the City sewer. In some instances, some of the residences/business have two cleanouts: one (1) from when these homes were on septic tanks and one (1) from when they were converted and connected to City sewer. These instances may require entering private property in order to find cleanouts and using the existing sewer vents or internal plumbing to locate the old cleanout. These cleanouts are generally buried very deep due to previous connections to the septic systems that no longer exist.

These conditions require the help of a licensed contractor. City staff have been using local vendor Clog Dog Drain and Sewer Services for these services, and have found that this vendor is very responsive when called in for assistance and understands the urgency of maintaining sewer service to residences and businesses. Any repairs awarded will be for project specific locations.

The City's purchasing policy, Chapter 8, allows for the waivers of bids provided enumerated criteria have been met.

Waivers of Bid:



## **CHAPTER 8 - WAIVERS OF BID**

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the form bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain the written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Staff recommend the formal waiving of the bid procedure in observance of the following criteria:

- The health, safety, or welfare of the citizens or employees is at stake.
- When essential government service would be interrupted
- When additional loss to public or private property may occur.

### **FISCAL ANALYSIS:**

All funding for such repairs will be charged to Wastewater general ledger account 400-3020-535-4601 in an amount not to exceed \$7,500 annually. There is \$408,100 adopted in the fiscal year 2023/2024 budget in this account, with \$46,000 specified for sewer main, manhole and cleanout repairs.

### **STAFF RECOMMENDATION:**

That the City Commission approve the waiver of the bidding requirement for the use of Clog Dog Drain and Sewer Services for locating cleanouts and clearing sewer blockages as needed, establish a not to exceed cost of \$7,500 annually, and authorize the City Manager to execute the same.

### **COMMISSION GOAL:**

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



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

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

**MOTION:**

**APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING A NOT TO EXCEED COST OF \$7,500 ANNUALLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

**Resolution No. 2023-74**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING A NOT TO EXCEED COST OF \$7,500 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING A NOT TO EXCEED COST OF \$7,500 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City of Holly Hill collections maintenance staff encounter sewer blockages that require the assistance of an outside contractor due to the depth of work required and/or access to private property; and

**WHEREAS**, the City has used Clog Dog Drain and Sewer Services to provide these services and have been impressed with the pricing, expertise and responsiveness of this contractor; and

**WHEREAS**, Chapter 8 of the City's Purchasing Policy allow for the waiver of bids provided enumerated criteria as set forth in the policy are met; and

**WHEREAS**, staff recommend that it is advantageous to have an approved vendor in place to react to sewer blockages in a timely manner.

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

**SECTION 1.** That the City Commission does hereby approve the waiving of the bid requirement in order to use Clog Dog Drain and Sewer Services for the locating of sewer cleanout and clearing of sewer blockages as needed.

**SECTION 2.** That the City Commission establishes a not to exceed cost of \$7,500 annually 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 28<sup>th</sup> day of NOVEMBER, 2023.**



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Resolution

4.6

**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** 2023-R-75  
**APPLICANT:**  
**PLANNER:**

**DISCUSSION:**

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater through various procurement methods. These chemicals are designed into the operational treatment process to maintain high quality drinking water disinfection and wastewater reuse compliance.

**Current City of Holly Hill Purchasing Manual**

**SECTION F - SOLE SOURCE AND STANDARDIZATION PROCUREMENT**

**POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE**

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

**SOLE SOURCE**

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- The item is available from only one source of supply.
- The purchase is during a Public Emergency.
- Competition is deemed inadequate after solicitation or Request for Quotation.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$25,000 in value will be electronically advertised for a period of at least 15 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least fifteen (15) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

## **STANDARDIZATION**

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation.

Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

### Sole Source Vendors

In some cases, standardization is in the best interest of the City due to additional costs for product testing, product storage, availability or other factors such as a demonstrated chemical performance with the City's treatment process application equipment and dosage rate. This is the case with: FBS 10910 is a water-soluble polymer utilized in the wastewater treatment plant to enhance settlement, Aqua Gold, a blended phosphate product utilized stabilize drinking water, Praestol K260FL, a water-soluble product specifically designed to thicken sludge in the belt press for disposal and MicroC 2000 a supplemental food source carbon substitute to ensure the health beneficial bacteria in the wastewater treatment process. These chemicals are recommended for sole source pricing as they have been tested and demonstrated to meet the resilience needed to reliably maintain treatment compliance.

| CHEMICAL                  | VENDOR                | PRICE       |
|---------------------------|-----------------------|-------------|
| FBS10910 (polymer)        | Polydyne, Inc.        | \$ 1.70/lb  |
| Aqua Gold                 | Dave Symonds & Assoc. | \$15.53/gal |
| Praestol K260FL (polymer) | Solenis, LLC          | \$2.10/lb   |
| MicroC 2000               | Hawkins Inc.          | \$6.75/gal  |

These company's sole source letter and sole source justification forms are attached under Exhibits A, B, C and D respectively.

### **FISCAL ANALYSIS:**

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water and wastewater accounts. Specifically,

- 1) The purchase of FBS 10910 (polymer) for the wastewater division account 400-3020-535-5201 in a not exceed amount of \$49,140.00/yr.
- 2) The purchase of Aqua Gold for the water division account 400-3010-535-5201 in a not exceed amount of \$28,187.00/yr.
- 3) The purchase of Praestol K260FL (polymer) for the wastewater division account 400-3020-535-5201 in a not exceed amount of \$49,140.00/yr.
- 4) The purchase of MicroC 2000 for the wastewater division account 400-3020-535-5201 in a not exceed amount of \$75,000.00/yr.

**STAFF RECOMMENDATION:**

Approve price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department and authorize the City Manager to execute necessary price agreements.

**COMMISSION GOAL:**

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

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

**MOTION:**

**APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.**

**ATTACHMENTS:**

- Exhibit A - Sole Source FBS 10910 Polymer (PDF)
- Exhibit B - Sole Source Aqua Gold Corrosion Inhibitor Sole Source (PDF)
- Exhibit C - Sole Source Praestol K 260 FL Polymer (PDF)
- Exhibit D - Sole Source MicroC 2000 Cabon Supplement (PDF)



**Resolution No. 2023-75**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

**WHEREAS**, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

**WHEREAS**, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS**, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

**WHEREAS**, the City Commission approves the price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department.

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

**SECTION 1.** That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2023-24 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

**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 the 28<sup>th</sup> day of NOVEMBER, 2023.**



[polydyneinc.com](http://polydyneinc.com)

October 3, 2023

John R. Dally, Chief WWTP Operator  
Department of Public Works  
City of Holly Hill  
453 LPGA Boulevard  
Holly Hill, FL 32117

SUBJECT: Sole Source Declaration

Dear Mr. Dally:

Please accept this letter as a sole source declaration to the City of Holly Hill that the polymer utilized by the City of Holly Hill, FBS 10910 can only be provided by Polydyne Inc. for the City's use.

Polydyne Inc. is the largest supplier of water-soluble polymers to the U.S. municipal water and wastewater treatment market. We have the widest range of domestically produced polymer chemistries available in the U.S. Our sales team is comprised of 28 representatives strategically located throughout the U.S., many of whom are degreed engineers.

Thank you for your business. If you have any questions or need additional information, please contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998 or Chris McRae, Independent Sales Representative at (813) 765-0471. Orders may be placed online at: [www.polydyneinc.com](http://www.polydyneinc.com) or through our Customer Service Department. Your Customer Service Representative is Alex Smiley. You can reach Mr. Smiley by calling (800) 848-7659, Ext. 8731, or by email to [asmiley@snf.com](mailto:asmiley@snf.com).

Best regards,

A handwritten signature in blue ink, appearing to read "Boyd Stanley", written over a horizontal line.

Boyd Stanley  
Sr. Vice-President

**Christopher Cherp** <ccherp@polydyneinc.com>  
To: John Dally <jdally@hollyhillfl.org>

Mon, Sep 11, 2023 at 12:05 PM

Hey John

A \$1.70/lb a firm price for you.

**Chris Cherp**

Sr. Technical Sales Representative



Polydyne Inc.

1 Chemical Plant Road

Riceboro, Georgia 31323

Mobile: 941.961.3998

[CCherp@snf.com](mailto:CCherp@snf.com)

[CCherp@polydyneinc.com](mailto:CCherp@polydyneinc.com)

[polydyne.snf.com](http://polydyne.snf.com)



[Quoted text hidden]

Attachment: Exhibit A - Sole Source FBS 10910 Polymer (2023-R-75 : FY23/24 Chemicals for WTP and WWTP)

**DAVE SYMONDS & ASSOCIATES, INC.**

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36730 EMERALDA ISLAND RD.  
LEESBURG, FLORIDA 34788  
(352) 787-0340 or 1-800-226-0340  
FAX (352) 787-0823

September 26, 2023

City of Holly Hill  
Water Treatment Plant  
Holly Hill, FL 32117

Att: J. Jacobson

Ref: 2024 price quote

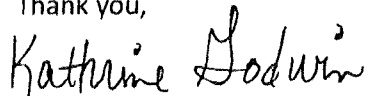
Thank you for being a valued customer, as of now we do not anticipate any price increases for the Aqua Gold products.

If we are notified of an increase for the upcoming year we will give you plenty of warning and also hold any increases to a maximum of 20% until 12/31/24.

Your current price is \$15.90 - .37 (early pay discount) = \$15.53 per gallon.

I hope we will not have to deal with the same circumstances as in the past two years. We look forward to a continued working relationship with you in the future.

Thank you,



Kathrine Godwin



Symonds & Associates  
36730 Emerald Island Road  
Leesburg, FL. 34788  
Attn: Fred Symonds & Kathy Godwin

June 13, 2023

**Sole Source Agreement for 2023 and 2024**

Per your request, this is your updated 'Sole Source Agreement' which confirms that Symonds & Associates has sole rights to the distribution of our AQUAGOLD and AQUAFRESH products, within the State of Florida for 2023 and 2024. This letter will serve as confirmation of our agreement for Symonds & Associates being the sole source of the above stated product lines (manufactured by Water Solutions LLC - Mersch Consulting, Inc.) throughout the State of Florida.

The great relationship that we have established with your company, remains very good and we look forward to continually working with everyone at Symonds & Associates throughout the future. I will continue to supply the technical support necessary for your efforts throughout this part of the country and I expect this agreement will continue to provide for many more years of successful water treatment for numerous communities throughout the State of Florida.

Sincerely:

William F. Mersch

Cell: 630-207-7491

e-mail: [gomersch@comcast.net](mailto:gomersch@comcast.net)

Attachment: Exhibit B - Sole Source Aqua Gold Corrosion Inhibitor Sole Source (2023-R-75 : FY23/24 Chemicals for WTP and WWTP)



Mr. John R. Dally  
Chief Wastewater Operator  
Dept. of Public Works  
453 LPGA Blvd.  
Holly Hill, FL 32117

Dear Mr. Dally,

Solenis LLC is a major global producer of water treatment polymers, including both dry and emulsion wastewater flocculants, dispersants, selected antiscalants and other innovative products. Solenis is the sole source of manufacture for PRAESTOL K 260 FL as sold to the City of Holly Hill, FL. No company other than Solenis may manufacture Praestol.

PRAESTOL® is made at the manufacturing plant located at:

SOLENIS LLC  
2401 Doyle Street  
Greensboro, NC 27406

Please feel free to contact me if you have any questions.

Sincerely,

Chelsea Vaughan-Burns  
Business Support Analyst





John Dally &lt;jdally@hollyhillfl.org&gt;

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**Holly Hill FL Polymer**

3 messages

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**John Dally** <jdally@hollyhillfl.org>

Fri, Jul 21, 2023 at 11:00 AM

To: bidders@solenis.com

I need pricing for the polymer that you currently supply the city with K260FL. This is for my fiscal year 10/01/23 through 09/30/2024.

--

John R. Dally, Chief WWTP Operator  
Department of Public Works  
City of Holly Hill  
453 LPGA Boulevard  
Holly Hill, FL 32117  
386-248-9463 (office)  
386-334-9801 (mobile)  
386-248-9499 (fax)  
[jdally@hollyhillfl.org](mailto:jdally@hollyhillfl.org)  
[www.hollyhillfl.org](http://www.hollyhillfl.org)

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**Bidders** <Bidders@solenis.com>

Fri, Jul 21, 2023 at 3:31 PM

To: "jdally@hollyhillfl.org" &lt;jdally@hollyhillfl.org&gt;

Your message

To: Bidders  
Subject: Holly Hill FL Polymer  
Sent: Friday, July 21, 2023 11:00:28 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Friday, July 21, 2023 3:31:09 PM (UTC-05:00) Eastern Time (US & Canada).

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**Bidders** <Bidders@solenis.com>

Fri, Jul 21, 2023 at 3:33 PM

To: John Dally &lt;jdally@hollyhillfl.org&gt;

Hi John,

We can keep the price flat for next year. \$2.10/lb delivered for Praestol K 260 FL Drums.

Warm Regards,

**Chelsea Vaughan-Burns**

Business Support Analyst  
Industrial Solutions

Solenis LLC  
2475 Pinnacle Drive, Wilmington, DE 19803

Packet Pg. 80





**Environmental Operating Solutions, Inc.**  
53 Portside Dr Pocasset, MA 02559  
866-642-7621 • [info@microc.com](mailto:info@microc.com)

Evan Brown  
Environmental Operating Solutions, Inc. (EOSi)  
53 Portside Drive,  
Pocasset, MA 02559

October 11, 2023

Hawkins, Inc.  
Hawkins Water Treatment Group  
2263 Clark Street  
Apopka, FL 32703

To whom it may concern,

This letter is to inform you that Environmental Operating Solutions, Inc. (EOSi), a corporation with principal address at 53 Portside Drive, Pocasset, MA 02559, is the sole manufacturer of the MicroC® 2000 supplemental carbon product. In the state of Florida, the sole supplier of less than bulk packaging is Hawkins, Inc.

Please feel free to contact me at (336) 207-5616 if you have any questions or require additional information.

Sincerely,

Evan Brown  
Southeast Territory Manager



# HAWKINS, INC.

## HAWKINS WATER TREATMENT GROUP

October 4, 2023

To: City of Holly Hill

ATTN: John Dally

Shipment: This quote is in reference to MicroC 2000 70%

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| QTY: | Description:    | Unit Price | Total     |
|------|-----------------|------------|-----------|
| 1    | MicroC 2000 70% | \$6.75/ga  | \$6.75/ga |

*\*This pricing is only valid through 9/30/2024\**

*\*Delivery lead times may vary depending on availability in your area\**

*\*The above pricing does not include any delivery fees or taxes if applicable\**

We understand that in the Municipal Industry, flows change and emergencies do occur that are unpreventable. We can ensure that we will handle any emergency as they occur. We are available 24/7 via 1-800-330-1369.

**TERMS:** Net 30 days from delivery. Our pricing does not include any additional installation or sales/excise taxes that may apply.

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### QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved as follows;



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

**City Commission  
Resolution**

4.7

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**MEETING DATE:** November 28, 2023  
**FROM:** Antoine Khoury  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing an Effective Date.  
**NUMBER:** 2023-R-76  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City Utility's Water Treatment Plant and Wastewater Treatment Facility require independent certified laboratory testing services to maintain a high level of drinking water quality for our customers and ensure collected sewer is properly treated to safe effluent reuse standards.

Pace Analytical Services, Inc., has been the Utilities primary full-service laboratory since before 2019. Pace is the only NELAP full service lab within a 40 miles radius that can meet the testing window shelf life of the required sampling. Pace lab services are used to complete the various site-specific treatment process tests, as well as, the many State and Federal compliance tests that are required to be conducted daily, weekly, monthly, quarterly, semi-annually and annually under the Florida Department of Environmental Department treatment permits. Many of these tests have strict holding times requiring laboratory testing to be initiated within 6 hours of sampling. It is not economically reasonable to have multiple water and wastewater treatment staff chauffeur samples long distance to multiple different locations to meet regulatory compliance sampling. Pace is the most local single stop laboratory for the Utility to utilize under section F- 2.25 of the Holly Hill Purchasing Policy Manual.

**POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE**

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

**SOLE SOURCE**

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- ✓ The item is available from only one source of supply.
- ✓ The purchase is during a Public Emergency
- ✓ Competition is deemed inadequate after solicitation or Request for Quotation.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$25,000 in value will be electronically advertised for a period of at least 15 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least fifteen (15) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

**Exhibit A** - contains vendor documentation that Pace is the only full-service State Certified Laboratory within 40 miles of the City Utility to perform all City utility testing services.

### **FISCAL ANALYSIS:**

This is a budgeted expenditure in the professional services accounts of the water and waste water utility funds. The estimated annual amount for laboratory services provided is \$34,400.00 for the waste water laboratory in account 400-3020-535-3101 and \$19,300.00 for the water laboratory in account 400-3010-535-3101. Pace laboratory services are not to exceed \$53,700.00 as provided in the approved FY 23-24 budget.

**STAFF RECOMMENDATION:**

Approve the Resolution and authorize the City Manager to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests required for FY2023-2024.

**COMMISSION GOAL:**

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

**MOTION:**

**APPROVE THE RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ISSUE PURCHASE ORDERS WITH PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER IN AN AMOUNT NOT TO EXCEED \$53,700.**

**ATTACHMENTS:**

- Exhibit A - Pace Analytical Services Sole Source Letter (PDF)

**Resolution No. 2023-76****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

**WHEREAS,** Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

**WHEREAS,** The services provided by Pace Analytical Service, Inc., are considered sole source as permitted under section F 2.25 of the Holly Hill Purchasing Policy Manual; and

**WHEREAS,** The estimated annual amount for services provided is not to exceed \$54,000.00; and

**WHEREAS,** The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

**SECTION 1.** That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed \$53,700.00.

**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 28<sup>th</sup> day of NOVEMBER, 2023.**



10/23/23

City of Holly Hill  
Water and Wastewater  
453 LPGA Blvd  
Holly Hill, FL 32117

Subject: Pace only State of Florida, NELAP Certified Lab within 40 miles – Single Source Letter

Dear Mrs. Panciello,

This letter is to document that Pace Analytical Services, LLC is the only commercial environmental laboratory located within 40 miles of the City of Holly Hill's water and wastewater facility. Pace is fully approved to perform testing under the NELAP TNI, State of Florida Certification, by the Department of Health, Bureau of Public Health Laboratories, certification number **E83079**.

Should you have any questions please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to be "DC", followed by a long horizontal line.

David Chaffman  
Director – Sales

Attachment: Exhibit A - Pace Analytical Services Sole Source Letter (2023-R-76 : Pace Analytical Services)





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

**City Commission  
Resolution**

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**MEETING DATE:** November 28, 2023  
**FROM:** Joseph Forte  
**SUBJECT:** A Resolution of the City of Holly Hill, Florida, Approving an Agreement to Transfer the City Interest in the Real Property Located at 921 Daytona Avenue to the Other Owner(S) Pursuant to Certain Terms and Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.  
**NUMBER:** 2023-R-77  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The real property located at 921 Daytona Avenue has a residential duplex which was effectively subdivided by prior owners by the execution of deeds transferring each unit to different owners.

This subdivision was not approved by the City.

On or about June 21, 2023 the owners of one of the residential units of the duplex (Unit “A”), executed and recorded a Quit Claim deed transferring their interest in said property to the City of Holly Hill. The owners never communicated with the City prior or after this transfer, the City never agreed to accept this transfer and the City has no interest in retaining ownership.

The City cannot sell its interest in the property because of the unapproved subdivision. As the owner of real property the City is exposed to potential liability, including code violations and personal injuries.

The City Manager has been in communication with the owner of the other residential unit of the duplex (Unit “B”) and his brother who are willing to accept the transfer of the residential units transferred to the City on certain terms and conditions as more specifically outlined in the Agreement between the City and the owner attached hereto.

The transfer will include the execution of an Agreement, a Quit Claim deed, and a Unity of Title.

**FISCAL ANALYSIS:**

The receiver of the property will be responsible to pay all taxes and attorney's fee generated by this action.

**STAFF RECOMMENDATION:**

Staff recommends the city commission approve the Resolution, the Agreement, and the Quit Claim Deeds and authorizes the city manager to execute each accordingly.

**COMMISSION GOAL:**

N/A

**MOTION:**

**APPROVE THE RESOLUTION, THE AGREEMENT, AND THE QUIT CLAIM DEEDS AND AUTHORIZES THE CITY MANAGER TO EXECUTE EACH ACCORDINGLY.**

**ATTACHMENTS:**

- Quit Claim Deed 912 Daytona (DOCX)
- Amended\_921\_Daytona\_Agreement (PDF)
- 921 Daytona\_Ave. Agreement (PDF)
- Quit Claim Deed 912 Daytona (DOCX)
- DECLARATION OF UNITY OF TITLE 921 Daytona (PDF)
- Declaration of Unity of Title - Ferguson (PDF)

**Resolution No. 2023-77****A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT TO TRANSFER THE CITY INTEREST IN THE REAL PROPERTY LOCATED AT 921 DAYTONA AVENUE TO THE OTHER OWNER(S) PURSUANT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT TO TRANSFER THE CITY INTEREST IN THE REAL PROPERTY LOCATED AT 921 DAYTONA AVENUE TO THE OTHER OWNER(S) PURSUANT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the real property located at 921 Daytona Avenue has a residential duplex which was effectively subdivided by prior owners by the execution of deeds transferring each unit to different owners. This subdivision was not approved by the City; and

**WHEREAS**, on or about June 21, 2023 the owners of one of the residential units of the duplex executed and recorded a Quit Claim deed transferring their interest in said property to the City of Holly Hill (City); and

**WHEREAS**, the owners never communicated with the City prior or after this transfer, the City never agreed to accept this transfer and the City has no interest in retaining ownership; and

**WHEREAS**, the City cannot sell its interest in the property because of the unapproved subdivision; and

**WHEREAS**, as the owner of real property the City is exposed to potential liability, including code violations and personal injuries; and

**WHEREAS**, the City has been in communication with the owner of the other residential unit of the duplex and this individual is willing to accept the transfer of the residential units transferred to the City on certain terms and conditions as more specifically outlined in the Agreement between the City and the owner attached hereto.

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

**SECTION 1.** There above WHEREAS are incorporated herein as if specifically set forth.

**SECTION 2.** The City Commission of the City of Holly Hill hereby finds that the City's continued ownership of its interest in the real property located in the 921 Daytona Avenue is not in the public's best interest due to potential liability issues, including code violation and personal injuries sustained on the property. Furthermore, the City cannot sell its interest due to the fact the City's interest was created by an unapproved subdivision of land. If the City sold its interest to a third party, the City would be perpetuating the illegal subdivision of land.

**SECTION 3.** The City Commission hereby approves the Agreement attached as Exhibit A and authorizes the City Manager to execute same and to execute other documents required to implement said Agreement. Furthermore, the City Manager is authorized to amend the Agreement to facilitate the purpose and intent, which is to transfer the City's interest to the other owner(s) of said the property; correct the illegal subdivision; have the existing code violation corrected by the owner(s) and have the City reimbursed for its costs incurred as set forth in the Agreement.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any

Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

**APPROVED AND AUTHENTICATED on this 28<sup>th</sup> day of NOVEMBER, 2023.**

THIS INSTRUMENT WAS PREPARED BY:  
 Scott E. Simpson, Esquire  
 595 W. Granada Blvd., Suite A  
 Ormond Beach, FL 32174

Parcel Identification No.: 4244-0110-0090

THIS DEED PREPARED AT CLIENT'S REQUEST WITHOUT LEGAL OPINION ON TITLE OR TITLE EXAMINATION

\*\*\*\*\*

### QUIT CLAIM DEED

**This Quitclaim Deed**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, **Between** CITY OF HOLLY HILL, **Grantor**, whose post office address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117, of the County of Volusia, State of Florida, and JOE FERGUSON, **Grantee**, whose post office address is 912 Daytona Avenue, Holly Hill, FL 32117, of the County of Volusia, State of Florida.

**WITNESSETH** that the GRANTOR, for in and inconsideration of the sum of TEN and No/100 DOLLARS (\$10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said GRANTEE and GRANTEE's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of VOLUSIA, State of FLORIDA, to-wit:

W 135 FT OF S 76 FT OF N 376 FT OF BLK 10 M & C HOLLY HILL MB 2 PG 90 PER OR 5006 PGS 0069-0073 INC PER OR 6599 PG 4598 PER OR 7116 PG 0484 PER OR 8257 PG 0234 PER OR 8319 PG 2718

Street Address: one-half interest of 912 Daytona Avenue, Holly Hill, Florida 32117

This deed is a transfer to clear up title issues and is without consideration. Therefore, minimum doc stamps are affixed. There are no outstanding mortgages or liens on the property.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, the said party of the first part has hereunto set their hand and seal the day and year first above written.

**CITY OF HOLLY HILL, Grantor**

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

\_\_\_\_\_  
 By: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_

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

**State of Florida**  
**County of Volusia**

The foregoing instrument was acknowledged before by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public State of Florida  
 Printed Name:  
 My commission expires:

Attachment: Quit Claim Deed 912 Daytona (2023-R-77 : Approving an Agreement to Transfer the City Interest in the Real Property Located at

## AGREEMENT

WHEREAS, the real property located at 921 Daytona Avenue (Subject Property) is a duplex that in 1989 was deeded to Charles M. Ferguson and Freda M. Ferguson, his wife and Hilda W. Hackworth. This had the effect of half of the duplex being owned by Charles and Freda Ferguson and the other half owned by Hilda W. Hackworth.

WHEREAS, when the Ferguson's passed away their fifty percent (50%) interest in the Subject Property was transferred to Robert and Jack Ferguson. Joe Ferguson is currently the sole owner of fifty percent (50%) subject to a life estate in Jack Ferguson.

WHEREAS, Hilda Hackworth transferred her fifty percent (50%) interest in the Subject Property to herself, Howard W. Purdue, Jr. and Nancy Purdue Hamburg as joint tenants with rights of survivorship. However on June 21, 2023, Howard W. Purdue, Jr. and Nancy Purdue Hamburg transferred their fifty percent (50%) interest in the Subject Property to the City without the City's knowledge.

WHEREAS, the above transfers had the effect of subdividing the Subject Property without obtaining the regulatory approval by the City. There are also other Code violations from the City on the Subject Property.

WHEREAS, the City is willing to transfer any interest the City owns in the fifty percent (50%) interest in the Subject Property that was transferred to the City to the Joe Ferguson, the owner of the other fifty percent (50%) interest in the Subject Property, if the code violations are corrected and all prior subdivisions of the Subject Property are eliminated resulting in the Subject Property being a single parcel of real property.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The City will execute a Quit Claim Deed transferring the City's interest in 921 Daytona Avenue, as hereinafter described, to Joe Ferguson to be held in escrow by Scott E Simpson (Escrow Agent) to be recorded in Public Records of Volusia County, Florida upon Joe Ferguson performing the obligations hereinafter outlined.
- 2) In exchange for the City transferring its interest in 921 Daytona Avenue discussed in Paragraph (1) above, Joe Ferguson will correct the code violations outlined in the Orders attached as Exhibit A and have the water and sewer lines for the entire site inspected and repaired by a licensed plumber.
- 3) Joe Ferguson shall reimburse the City the amount of \$2,438.80 for legal fees and expenses incurred by the City within thirty (30) days of execution of this Agreement and \$250.00 for code enforcement fees.
- 4) Joe Ferguson shall execute the Unity of Title Agreement attached as Exhibit B. The executed Unity of Title Agreement shall be delivered to the Escrow Agent to be held in escrow pending compliance with Paragraph (2) above.

- 5) The City must inspect and determine all code violations have been inspected and must review the inspection and repair report of the licensed plumber. All code compliance and plumbing repairs shall be completed and approved by the City no later than January 2, 2024.
- 6) The City shall provide written notice to the Escrow Agent that Joe Ferguson has complied with all obligations of this Agreement and authorize the recording in the Public Records of Volusia County the Quit Claim Deed and Unity of Title Agreement. Escrow Agent shall then record the Quit Claim Deed and Unity of Title Agreement.
- 7) If Joe Ferguson fails to comply with all obligations of this Agreement within the required timeframes, the City shall have the right, without notice to Joe Ferguson, to terminate this Agreement and send written notice to the Escrow Agent of the noncompliance. Upon receipt of said written notice, Escrow Agent shall mark the Quit Claim Deed and Escrow Agreement as Void.
- 8) Joe Ferguson hereby acknowledges the City has not conducted a title search of the Subject Property and that there may be unpaid ad valorem taxes and other liens on the Subject Property. The City has not made nor will it make any payment for any ad valorem taxes, liens, etc. on the Subject Property.
- 9) The City is transferring its interest in the Subject Property in an AS IS condition and the City has made no representation regarding the condition of the Subject Property.
- 10) This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida.

City of Holly Hill

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
*C. JOE FERGUSON*  
913CDFAAB659492...  
Joe Ferguson

Date: 11/15/2023  
\_\_\_\_\_



## AGREEMENT

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WHEREAS, Hilda Hackworth transferred her fifty percent (50%) interest in the Subject Property to herself, Howard W. Purdue, Jr. and Nancy Purdue Hamburg as joint tenants with rights of survivorship. However on June 21, 2023, Howard W. Purdue, Jr. and Nancy Purdue Hamburg transferred their fifty percent (50%) interest in the Subject Property to the City without the City's knowledge.

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- 8) Joe Ferguson hereby acknowledges the City has not conducted a title search of the Subject Property and that there may be unpaid ad valorem taxes and other liens on the Subject Property. The City has not made nor will it make any payment for any ad valorem taxes, liens, etc. on the Subject Property.
- 9) The City is transferring its interest in the Subject Property in an AS IS condition and the City has made no representation regarding the condition of the Subject Property.
- 10) This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida.

City of Holly Hill

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

*C. JOE FERGUSON*

913CDFAAB659492...

Joe Ferguson

Date: 11/15/2023

Attachment: 921 Daytona Ave. Agreement (2023-R-77 : Approving an Agreement to Transfer the City Interest in the Real Property Located at

THIS INSTRUMENT WAS PREPARED BY:  
 Scott E. Simpson, Esquire  
 595 W. Granada Blvd., Suite A  
 Ormond Beach, FL 32174

Parcel Identification No.: 4244-0110-0090

THIS DEED PREPARED AT CLIENT'S REQUEST WITHOUT LEGAL OPINION ON TITLE OR TITLE EXAMINATION

\*\*\*\*\*

### QUIT CLAIM DEED

**This Quitclaim Deed**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, **Between** CITY OF HOLLY HILL, **Grantor**, whose post office address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117, of the County of Volusia, State of Florida, and JOE FERGUSON, **Grantee**, whose post office address is 912 Daytona Avenue, Holly Hill, FL 32117, of the County of Volusia, State of Florida.

**WITNESSETH** that the GRANTOR, for in and inconsideration of the sum of TEN and No/100 DOLLARS (\$10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said GRANTEE and GRANTEE's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of VOLUSIA, State of FLORIDA, to-wit:

W 135 FT OF S 76 FT OF N 376 FT OF BLK 10 M & C HOLLY HILL MB 2 PG 90 PER OR 5006 PGS 0069-0073 INC PER OR 6599 PG 4598 PER OR 7116 PG 0484 PER OR 8257 PG 0234 PER OR 8319 PG 2718

Street Address: one-half interest of 912 Daytona Avenue, Holly Hill, Florida 32117

This deed is a transfer to clear up title issues and is without consideration. Therefore, minimum doc stamps are affixed. There are no outstanding mortgages or liens on the property.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, the said party of the first part has hereunto set their hand and seal the day and year first above written.

**CITY OF HOLLY HILL, Grantor**

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

\_\_\_\_\_  
 By: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_

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

**State of Florida**  
**County of Volusia**

The foregoing instrument was acknowledged before by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public State of Florida  
 Printed Name:  
 My commission expires:

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the applicable ordinances of the City of Holly Hill pertaining to the issuance of building permits and regulating building construction, the undersigned, Joe Ferguson, being the fee owner of the following described parcels of real property lying, being and situate in the City of Holly Hill, County of Volusia and State of Florida, to-wit:

PARCEL B: W 135 FT OF S 76 FT OF N 376 FT OF BLK 10 M & C HOLLY HILL MB 2 PG 90  
PER OR 5006 PGS 0069-0073 INC PER OR 6599 PG 4598PER OR 7116 PG 0484 PER OR 8257 PG 0234  
PER OR 8319 PG 2718

3. The undersigned does further agree that this instrument shall be filed for record among the Public Records of Volusia County, Florida.

Signed, Sealed and Delivered  
in the presence of:

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, by JOE FERGUSON, who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

## DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the applicable ordinances of the City of Holly Hill pertaining to the issuance of building permits and regulating building construction, the undersigned, Joe Ferguson, being the fee owner of the following described parcels of real property lying, being and situate in the City of Holly Hill, County of Volusia and State of Florida, to-wit:

PARCEL A: One half interest in the Northerly 76 feet of the Westerly 135 feet of the Southerly 300 feet of Block 10, MASON AND CARSWELL'S HOLLY HILL, as per plat recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida

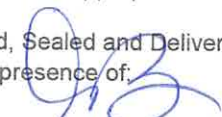
PARCEL B: W 135 FT OF S 76 FT OF N 376 FT OF BLK 10 M & C HOLLY HILL MB 2 PG 90  
PER OR 5006 PGS 0069-0073 INC PER OR 6599 PG 4598 PER OR 7116 PG 0484 PER OR 8257 PG 0234  
PER OR 8319 PG 2718

does hereby make the following declarations of conditions, limitations and restrictions on said lands:

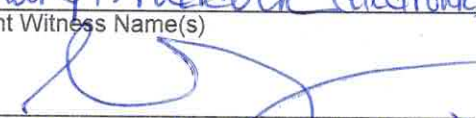
1. The aforesaid plot, parcel or combinations of separate lots be and the same is hereby established and declared to be unified as an indivisible building site even if the lots are not adjacent.
2. This Declaration of Unity of Title shall constitute a covenant running with the land of all parcels described above, as provided by law, and shall be binding upon the undersigned, its successors and assigns, and all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed, mortgaged or devised separately except in its entirety as one plot or parcel until such time as the same may be released in writing under the order of the City of Holly Hill.
3. The undersigned does further agree that this instrument shall be filed for record among the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Unity of Title to be executed in appropriate manner and its seal to be affixed this 20th day of November 2023.

Signed, Sealed and Delivered  
in the presence of:

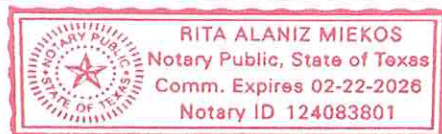
  
\_\_\_\_\_  
Mary Braddock (electronic)  
Print Witness Name(s)

  
\_\_\_\_\_  
(Owner)  
JOE FERGUSON

  
\_\_\_\_\_  
Victoria C. [unclear] (electronic)  
Print Witness Name(s)

STATE OF TEXAS  
COUNTY OF NOLAN

The foregoing instrument was acknowledged before by means of      physical presence or XX online notarization, this 20th day of November, by JOE FERGUSON, who is      personally known to me or      has produced OR DL as identification.



This notarial act was an online notarization





STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

5.2

City Commission  
Agenda Item

---

**MEETING DATE:** November 28, 2023  
**FROM:** Joseph Forte  
**SUBJECT:** Request for Code Enforcement Lien Reduction - 1373 Powers Avenue  
**NUMBER:** (ID # 4351)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City has received a request for a Reduction of a Code Enforcement Lien that has been placed on the real property located at 1373 Powers Avenue. The owner of the property is Brittany Nicole Elgin whose has owned the property for many years.

The property was cited for several violations dating back to 2016. Many of the violations had been corrected and Ms. Elgin contacted the code office to request an inspection however, the request was never document and it did not occur. A lien was filed for these violations and accumulated over time however, it was determined that the lien as filed incorrectly. Therefore, those liens have been release.

In 2021, Code Officer, Kyle Mahanes visited the property and note code violations involving the fence which was part of the original lien. The fence violations remained out of compliance until September 21, 2021. A lien was filed and accumulated to an amount of \$44,000 as of the compliance date.

The property was brought into compliance on September 21, 2021 and is eligible for consideration by the city commission for a reduction of the lien.

**FISCAL ANALYSIS:**

|            |              |
|------------|--------------|
| Total lien | \$ 44,475.00 |
|------------|--------------|

**Required Payment to Release lien**

|                                                |                    |
|------------------------------------------------|--------------------|
| Special Master fee for 1 meeting               | \$ 250.00          |
| Recording fees                                 | \$ 45.00           |
| Code enforcement staff time 4 hours at 20.48   | \$ 81.92           |
| Community Development Director 1 hour at 53.34 | \$ 53.34           |
| Percentage of original lien at 10%             | \$ 4,475.54        |
| <b><u>Total</u></b>                            | <b>\$ 4,905.80</b> |

**STAFF RECOMMENDATION:**

Reduce the lien from \$44,4754.00 to 4,905.80, with payment due no later than December 29, 2023.

**COMMISSION GOAL:**

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

**MOTION:**

**REDUCE THE LIEN FROM \$44,4754.00 TO \$4,905.80 WITH PAYMENT DUE NO LATER THAN DECEMBER 29, 2023.**

- 1373 Powers Ave Lien Reduction (PDF)



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## LIEN REDUCTION REQUEST PACKET

Date: 11/3/23

From: Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS: 1373 Powers AveCASE #: 20-2764Has the property been sold since the City's lien was filed? YES ☐ NO ☒

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 9/21/2021

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendens/final judgement been filed? YES ☐ NO ☒

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 6/13/2018

Who owned the property at the time our lien was filed?

Brittany Nicole Elgin

What supporting documentation is attached?

UCPAWho owns the property now? Brittany Nicole ElginWhat supporting documentation is attached? UCPA

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
 CE Officer completing this form

11/3/2023  
 Date

## Lien Reduction Request Information Sheet

Property Address: 1373 Powers Ave Date Prepared: 11/3/2023  
 Owner of Property: Brittany Elgin  
 Date of Notice of Violation: 6/29/16

## Violations:

1. 114 - 727(A) Fence Maintenance Date of Compliance 9/21/2021 Exhibit A
2. \_\_\_\_\_ Date of Compliance \_\_\_\_\_ Exhibit \_\_\_\_\_
3. \_\_\_\_\_ Date of Compliance \_\_\_\_\_ Exhibit \_\_\_\_\_
4. \_\_\_\_\_ Date of Compliance \_\_\_\_\_ Exhibit \_\_\_\_\_
5. \_\_\_\_\_ Date of Compliance \_\_\_\_\_ Exhibit \_\_\_\_\_
6. \_\_\_\_\_ Date of Compliance \_\_\_\_\_ Exhibit \_\_\_\_\_

Date of Special Master Hearing: August 31<sup>st</sup> 2016 Daily Fines Start Date: November 7<sup>th</sup> 2016

Daily Fines of \$ 25.00 for 1,779 days equals 44,475 Dollars

Daily Fines of \$ \_\_\_\_\_ for \_\_\_\_\_ days equals \_\_\_\_\_ Dollars

Notes if Applicable:

\_\_\_\_\_

\_\_\_\_\_

## Fiscal Analysis:

\_\_\_\_\_ Grass Cutting

\_\_\_\_\_ Special Master Administrative Fine(s)

44,475.00 Daily Accumulated Fines

35.50 Filing Fees for Liens

\_\_\_\_\_ Finance Department Cost (Amount of Staff Hours: \_\_\_\_\_)

\_\_\_\_\_ Code Enforcement Cost (Amount of Staff Hours: 4) + 1 Brian + 1 Joe

10.00 Lien Release Fees

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Subtotal

\_\_\_\_\_ Interest

\_\_\_\_\_ TOTAL

|                                                          |                            |
|----------------------------------------------------------|----------------------------|
| Return To:                                               |                            |
| Name:                                                    | Joseph Forte, City Manager |
| Address:                                                 | 1065 Ridgewood Ave         |
|                                                          | Holly Hill, FL 32117       |
| This instrument Prepared by:                             |                            |
| Name:                                                    | Darryl Pierce              |
| Address:                                                 | 1065 Ridgewood Ave         |
|                                                          | Holly Hill, FL 32117       |
| Property Appraisers Parcel ID Number(s): 4242-43-02-1330 |                            |

# Claim of Lien

## State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Joseph Forte, City Manager  
Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill  
(Lienor's Name)

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

and in accordance with a service with Brittany Nicole Elgin

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

Special Master Administration Fine: \$25.00 per day, against this property. This violation has not been corrected; the property has not come into compliance. \$25.00 per day fine, commencing on November 7, 2016.

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

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

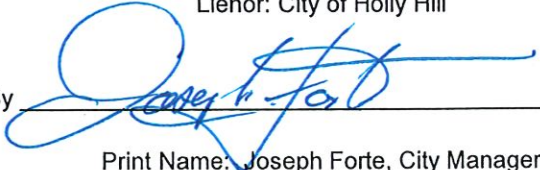
LOTS 133 134 & 135 BLK 2 POWERS SUB MB 9 PG 111 INC PER OR 5256 PG 2510 PER OR 5314 PG 1214 & OR 6517 PG 4240  
PER OR 6600 PG 4743 PER UNREC DC PER OR 6993 PG 0001 PER OR 7008 PG 0807

1373 Powers Avenue Holly Hill, FL 32117

owned by with Brittany Nicole Elgin of a total value of Twenty Five Dollars (\$25.00) per day; commencing on November 7, 2016 until property comes into compliance, which remains unpaid as of June 11, 2019

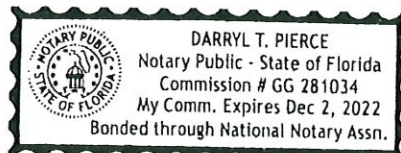
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent 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: Joseph Forte, City Manager

Sworn to and subscribed before me this 11th day of June, 2019.




Notary Public



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

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

Parcel No. 4242-4302-1330  
Case No. 134855

-vs-

Brittany Nicole Elgin, 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 31st day of August 2016, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That Brittany Nicole Elgin, Respondent and Owner of property located at 1373 Powers Street, Holly Hill, FL 32117 had been issued a Notice of Violation for the following: 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; 26-61(3) - Any condition which provides harborage for vermin; 26-61(10) - Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; 114-727(a) All fences shall be maintained in their original upright condition; and 82-131 - Building permit required.

At the Special Magistrate's Hearing, Code Enforcement Officer provided testimony and photographs showing that all the violations existed at the time the Violation Notice was issued and continues to exist. The Respondent acquired this property in its current condition. The Respondent and their family are trying to make the necessary repairs to correct the violations, however medical and financial problems have hindered the progress in making these corrections and necessary repairs to the property. The Respondent requires additional time to continue working on the property and shall obtain any necessary permits as the requirement arises.

**CONCLUSIONS OF LAW**

That Respondent and Owner of the property located at 1373 Powers Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: 26-61(2) - Accumulation

of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; 26-61(3) – Any condition which provides harborage for vermin; 26-61(10) – Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; and 114-727(a) All fences shall be maintained in their original upright condition.

There is insufficient evidence to sustain the violation of 82-131 requiring a permit at this time.

### ORDER

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

If violation 26-61(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature is not brought into compliance in thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist. 25

If violation 26-61(3) Any condition which provides harborage for vermin is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist. 25

If violation 26-61(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist. 75

If violation of 114-727 - All fences shall be maintained in their original upright condition, is not brought into compliance in sixty (60) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist. 25

DONE AND ORDERED this 7<sup>th</sup> day of September 2016, at Holly Hill,  
County of Volusia, Florida.

CITY OF HOLLY HILL  
CODE ENFORCEMENT

By, Melody Pullen  
Melody Pullen, Special Magistrate

Attest: [Signature]  
Code Enforcement Official

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 7<sup>th</sup> day of September, 2016 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Brittany Nicole Elgin  
1000 N. Beach Street  
Ormond Beach, FL 32174

[Signature]  
Code Enforcement Official

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)



### IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Robert Hutchison, 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.

|                      |                          |                           |                            |                             |                      |                          |                       |                         |  |
|----------------------|--------------------------|---------------------------|----------------------------|-----------------------------|----------------------|--------------------------|-----------------------|-------------------------|--|
| <a href="#">Home</a> | <a href="#">Search ▼</a> | <a href="#">Downloads</a> | <a href="#">Exemptions</a> | <a href="#">Agriculture</a> | <a href="#">Maps</a> | <a href="#">Tangible</a> | <a href="#">Links</a> | <a href="#">Contact</a> |  |
|----------------------|--------------------------|---------------------------|----------------------------|-----------------------------|----------------------|--------------------------|-----------------------|-------------------------|--|

## Summary

## Land &amp; Agriculture

## Bldg(s) - Residential

## Bldg(s) - Commercial

## Misc Improvements

## Bldg(s) - Sketch

## Values

## Permits

## Map

## Pictometry

Altkey: 3200411  
ELGIN BRITTANY NICOLE

Parcel ID: 424243021330  
1373 POWERS AVE , HOLLY HILL

## Parcel

Short Parcel Id 424243021330  
Property Location 1373 POWERS AVE, HOLLY HILL, 32117  
PC Code 0100 - SINGLE FAMILY  
Total Bldgs 1  
Neighborhood 2707 - WITTBOLD REPLAT (4242-32)  
Business Name  
Homestead Property No

## Primary Owner

Owner ELGIN BRITTANY NICOLE

In Care Of  
Mailing Address 1000 N BEACH ST

ORMOND BEACH FL 32174

## All Owners

| # | Owner 1               | Owner 2 | Owner % | Owner Type(s)   |
|---|-----------------------|---------|---------|-----------------|
| 0 | ELGIN BRITTANY NICOLE |         | 100     | FS - Fee Simple |

## Legal

Millage Group 203-HOLLY HILL  
Legal Description LOTS 133 134 & 135 BLK 2 POWERS SUB MB 9 PG 111  
INC PER OR 5256 PG 2510 PER OR 5314 PG 1214 & OR  
6517 PG 4240 PER OR 6600 PG 4743 PER UNREC DC  
PER OR 6993 PG 0001 PER OR 7008 PG 0807  
Map TWP-RNG-SEC 14 - 32 - 42  
Subdivision-Block-Lot 43 - 02 - 1330  
Date Created 27-DEC-81  
Year Annexed

## Special Assessment

| Project # | Description           | Units | Rate    | Amount  |
|-----------|-----------------------|-------|---------|---------|
| 0203      | HOLLY HILL STORMWATER | 1.00  | \$96.00 | \$96.00 |

## Sales

| Book/Page   | Instr Type              | Inst #     | Sale Date  | V/I | Sale Price |
|-------------|-------------------------|------------|------------|-----|------------|
| 7008 / 0807 | QC-QUIT CLAIM DEED      | 2014121148 | 07/05/2014 | I   | \$100      |
| 6993 / 0001 | PR1-PERSONAL REP        | 2014093476 | 05/27/2014 | I   | \$100      |
| 6600 / 4743 | WD-WARRANTY DEED        | 2011096861 | 05/24/2011 | I   | \$32,900   |
| 6517 / 4240 | CT-CERTIFICATE OF TITLE | 2010172349 | 09/21/2010 | I   | \$100      |
| 5314 / 1214 | WD-WARRANTY DEED        | 2004111424 | 05/04/2004 | I   | \$110,000  |
| 5256 / 2510 | WD-WARRANTY DEED        | 2004030782 | 02/06/2004 | I   | \$10       |
| 5074 / 2942 | WD-WARRANTY DEED        | 2003115192 | 04/15/2003 | I   | \$82,000   |
| 4318 / 3877 | WD-WARRANTY DEED        | 1998113642 | 06/15/1998 | I   | \$71,800   |
| 4186 / 4177 | WD-WARRANTY DEED        | 1997047245 | 03/15/1997 | I   | \$50,000   |
| 1817 / 0690 | WD-WARRANTY DEED        |            | 01/15/1976 | V   | \$18,500   |
| 1817 / 0610 | WD-WARRANTY DEED        |            | 01/15/1976 | I   | \$18,500   |

## County Links

Property Tax Bill [CLICK HERE](#)  
Link to Permits [CLICK HERE](#)

## Other Links

Google Street Address [CLICK HERE](#)  
Bing Maps [CLICK HERE](#)

1 of 1

[Return to Search Results](#)

## Actions

- [Neighborhood Sales](#)
- [Printable Summary](#)
- [Printable Version](#)

## Reports

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Go

## Links

[Search Help](#)



Laura E. Roth  
 Clerk of Court Volusia County, Florida  
 Official Records: 6/13/2019 3:53 PM  
 Receipt: 301641955 Drawer: 123962

-----  
 CITY OF HOLLY HILL  
 Operator: anjohnso Due: \$91.00  
 -----

Instrument #: 2019116992 Type: LN  
 Book #: 7707 Page #: 2633 Time: 3:53 PM  
 Recording Fee: \$35.50

Instrument #: 2019116993 Type: LN  
 Book #: 7707 Page #: 2637 Time: 3:53 PM  
 Recording Fee: \$10.00

Instrument #: 2019116994 Type: LN  
 Book #: 7707 Page #: 2638 Time: 3:53 PM  
 Recording Fee: \$10.00

Instrument #: 2019116995 Type: LN  
 Book #: 7707 Page #: 2639 Time: 3:53 PM  
 Recording Fee: \$35.50

-----  
 ESCROW: 120 \$91.00

CITY OF HOLLY HILL  
CASE # 20-2764

## REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

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

Property Owner's Name: BRITTANY ELGIN GRIMMETTE

Property Address: 1373 Powers Avenue

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

(386)-265-3911 cell (386) 868-7667

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you claiming financial hardship? ☐ YES ☐ NO

Are you claiming medical hardship? ☐ YES ☐ NO

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

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

Name: MANNY COUTURIAUX

Relationship: STEP FATHER

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

9/7/16 we were brought BEFORE the  
Board FOR VIOLATIONS we complied AND  
INFORMED LIZ TOWNE AND LEFT A  
message. We assumed ALL was good Because  
we were never CONTACTED otherwise. I  
Assure you things would have BEEN RECTIFIED  
IF SO. We never recieved ANY NOTICE OF  
Lein AND JUST FOUND OUT ABOUT THIS AFTER  
APPLYING FOR A loan to finish the house.  
\* more on BACK OF THIS PAGE \*

Date: 10/18/23

Signed: Brittany Grimmelte

Print Name: Brittany Grimmelte

STATE OF FloridaCOUNTY OF: Volusia

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

Date: 10/18/23

Notary Public

My Commission Expires 11/21/2026

KARYN L. FISHER

Commission # HH 334520

Expires November 21, 2026

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117



**APPLICANT AUTHORIZATION FORM**

An authorized applicant is defined as:

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

I Brittany Elgin Grimmer, the fee simple owner of the following  
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))  
1373 Powers Ave Daytona Beach, FL 32117

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of  
\$ 44,475 for Case No. 20-2764, and affirm that is hereby designated to act  
as my / our authorized agent and to file the attached application for the above stated request and  
make binding statements and commitments regarding the request.

Brittany Elgin  
Owner's Name  
Brittany Elgin  
Owner's Signature

Owner's Name

Owner's Signature

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

**SWORN TO AND SUBSCRIBED** before me this 30<sup>th</sup> day of October, 2023

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

**WITNESS** my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of October, 2023



KARYN L. FISHER  
Commission # HH 334520  
Expires November 21, 2026

Karyn L. Fisher

Notary Public in and for the County and State

Aforementioned

My Commission Expires: 11/21/2026

# MEMORANDUM

DATE: November 3<sup>rd</sup>, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 20-00002764 CEB  
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$44,475.00** in this case.

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

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <p>(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.</p>                                                                                                                                                                                                                                                | <p><input type="checkbox"/> FAILS</p> <p><input checked="" type="checkbox"/> DOES NOT FAIL</p> |
| <p>(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.</p> | <p><input type="checkbox"/> FAILS</p> <p><input checked="" type="checkbox"/> DOES NOT FAIL</p> |

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

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

☐ FAILS

☒ DOES NOT FAIL

  
\_\_\_\_\_  
Joseph Forte  
CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED



Property Information

Address: 1373 POWERS AVE  
 HOLLY HILL, FL 321172117  
 Location ID: 9070  
 PARCEL NUMBER: 4 2 42 43 02 1330  
 Short Parcel ID:  
 Zoning: R-3 R3 SFR - MEDIUM DENSITY  
 Subdivision:  
 Property Address Map  
 1373 POWERS AVE HOLLY HILL, FL 321172117 .00 X 424243021330 9070

Case General Information

Case status: CL CLOSED  
 Status date: 3/24/2020  
 Case type: RPM RESIDENTIAL PROPERTY MAINT  
 Reported date: 3/24/2020  
 Origination: AD ADMINISTRATION COMPLAINT  
 Default inspector: EED ELENI DELIGIANIS  
 Credit balance: .00

Owner Information

Owner name: COPP, GEORGE J  
 Address: 1373 POWERS AVENUE  
 City: HOLLY HILL, FL 32117  
 Phone: 0  
 Notice: Y  
 Flip: Y

Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

Case Data

| Description              | Data |
|--------------------------|------|
| CN CORRECTION DATE       |      |
| NOV POTENTIAL HEARING DA |      |
| SPECIAL MASTER HEARING D |      |
| 2ND MAILING ADDRESS      |      |
| FINE                     |      |

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

| Type Description       | Transaction | Amount Due | Amount Billed | Starting date | Ending date | Daily fee | Lien amount |
|------------------------|-------------|------------|---------------|---------------|-------------|-----------|-------------|
| Lien paid              | 44475.00    | 44475.00   | .00           | 11/07/2016    | 9/21/2021   | 25.00     | .00         |
| 50 SPEC MAG DAILY FINE | 44475.00    | 44475.00   | .00           |               |             |           | .00         |
|                        | .00         |            |               |               |             |           |             |
|                        | .00         |            |               |               |             |           |             |

## Stay on top of sales! Recent sales data now available for viewing on our website.

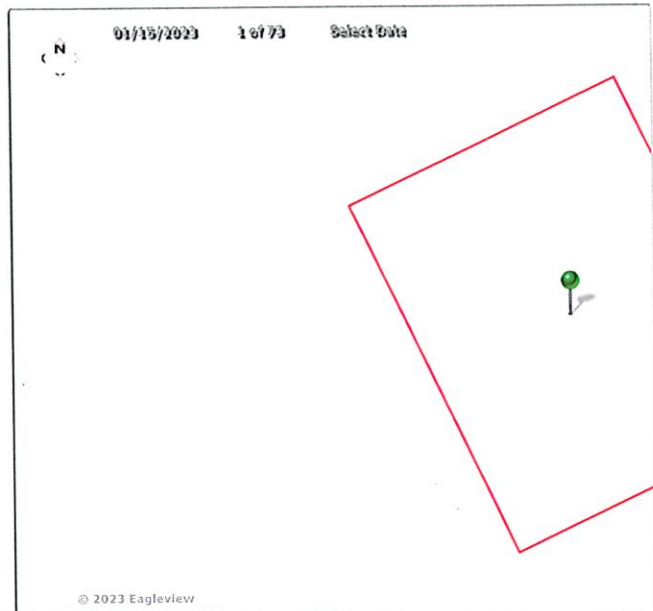


Select Language ▼

[Home](#) / Parcel Summary for 3200411

[Summary](#) [Tax Estimate](#) [Permits](#) [Map](#) [Pictometry](#) [Print](#)

**Alternate Key:** 3200411  
**Parcel ID:** 424243021330  
**Township-Range-Section:** 14 - 32 - 42  
**Subdivision-Block-Lot:** 43 - 02 - 1330  
**Physical Address:** 1373 POWERS AVE, HOLLY HILL 32117  
**Business Name:**  
**Owner(s):** ELGIN BRITTANY NICOLE - FS - Fee Simple - 100%  
**Mailing Address On File:** 1373 POWER AVE  
 HOLLY HILL FL 32117  
[Update Mailing Address](#)  
**Building Count:** 1  
**Neighborhood:** 2707 - WITTBOLD REPLAT HOLLY HILL  
[Neighborhood Sales](#)  
**Subdivision Name:**  
**Property Use:** 0100 - SINGLE FAMILY  
**Tax District:** 203-HOLLY HILL  
**2023 Final Millage Rate:** 18.223  
**Homestead Property:** No - [Apply for Homestead Online](#)  
**Agriculture Classification:** No - [Additional Information](#)  
**Short Description:** LOTS 133 134 & 135 BLK 2 POWERS SUB  
 MB 9 PG 111 INC PER OR 5  
 256 PG 2510 PER OR 5314 PG 1214 & OR  
 6517 PG 4240 PER OR 660  
 0 PG 4743 PER UNREC DC PER OR 6993  
 PG 0001 PER OR 7008 PG 08



Values & Exemptions

Land & Buildings



Sales

Legal

Property Tax Bill

### Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. [Follow this link to search all documents by owner's name.](#)

| Book/Page   | Instrument No.             | Sale Date  | Deed Type               | Qualified/Unqualified | Vacant/Improved | Sale Price |
|-------------|----------------------------|------------|-------------------------|-----------------------|-----------------|------------|
| 7008 / 0807 | <a href="#">2014121148</a> | 07/05/2014 | QC-QUIT CLAIM DEED      | UNQUALIFIED           | IMPROVED        | \$100      |
| 6993 / 0001 | <a href="#">2014093476</a> | 05/27/2014 | PR1-PERSONAL REP        | UNQUALIFIED           | IMPROVED        | \$100      |
| 6600 / 4743 | <a href="#">2011096861</a> | 05/24/2011 | WD-WARRANTY DEED        | QUALIFIED             | IMPROVED        | \$32,900   |
| 6517 / 4240 | <a href="#">2010172349</a> | 09/21/2010 | CT-CERTIFICATE OF TITLE | UNQUALIFIED           | IMPROVED        | \$100      |
| 5314 / 1214 | <a href="#">2004111424</a> | 05/04/2004 | WD-WARRANTY DEED        | UNQUALIFIED           | IMPROVED        |            |

Packet Pg. 121

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

|             |                            |            |                  |             |          |          |
|-------------|----------------------------|------------|------------------|-------------|----------|----------|
| 5256 / 2510 | <a href="#">2004030782</a> | 02/06/2004 | WD-WARRANTY DEED | UNQUALIFIED | IMPROVED | \$10     |
| 5074 / 2942 | <a href="#">2003115192</a> | 04/15/2003 | WD-WARRANTY DEED | UNQUALIFIED | IMPROVED | \$82,000 |
| 4318 / 3877 | <a href="#">1998113642</a> | 06/15/1998 | WD-WARRANTY DEED | UNQUALIFIED | IMPROVED | \$71,800 |
| 4186 / 4177 | <a href="#">1997047245</a> | 03/15/1997 | WD-WARRANTY DEED | UNQUALIFIED | IMPROVED | \$50,000 |
| 1817 / 0610 |                            | 01/15/1976 | WD-WARRANTY DEED | UNQUALIFIED | IMPROVED | \$18,500 |
| 1817 / 0690 |                            | 01/15/1976 | WD-WARRANTY DEED | UNQUALIFIED | VACANT   | \$18,500 |

[Home](#) / Parcel Summary for 3200411



123 W. Indiana Ave.  
Room 102  
DeLand, FL 32720  
(386) 736-5901

from 7:30 a.m. to 5:00  
p.m  
Monday through  
Friday

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12/12  
10/12  
11/12

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

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

**Parcel No. 42-14-32-43-02-1330  
Case No. 134855**

-vs-

**Brittany Nicole Elgin, 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 31st day of August 2016, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That Brittany Nicole Elgin, Respondent and Owner of property located at 1373 Powers Street, Holly Hill, FL 32117 had been issued a Notice of Violation for the following: 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; 26-61(3) - Any condition which provides harborage for vermin; 26-61(10) - Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; 114-727(a) All fences shall be maintained in their original upright condition; and 82-131 - Building permit required.

At the Special Magistrate's Hearing, Code Enforcement Officer provided testimony and photographs showing that all the violations existed at the time the Violation Notice was issued and continues to exist. The Respondent acquired this property in its current condition. The Respondent and their family are trying to make the necessary repairs to correct the violations, however medical and financial problems have hindered the progress in making these corrections and necessary repairs to the property. The Respondent requires additional time to continue working on the property and shall obtain any necessary permits as the requirement arises.

**CONCLUSIONS OF LAW**

That Respondent and Owner of the property located at 1373 Powers Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: 26-61(2) - Accumulation

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

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; 26-61(3) – Any condition which provides harborage for vermin; 26-61(10) – Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; and 114-727(a) All fences shall be maintained in their original upright condition.

There is insufficient evidence to sustain the violation of 82-131 requiring a permit at this time.

### ORDER

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

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

If violation 26-61(3) Any condition which provides harborage for vermin is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

If violation 26-61(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

If violation of 114-727 - All fences shall be maintained in their original upright condition, is not brought into compliance in sixty (60) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

lien #1  
Inst. #  
2019116992

lien #2  
Inst. #  
2019116993



DONE AND ORDERED this 7<sup>th</sup> day of September 2016, at Holly Hill,  
County of Volusia, Florida.

CITY OF HOLLY HILL  
CODE ENFORCEMENT

By, Melody Pullen  
Melody Pullen, Special Magistrate

Attest: [Signature]  
Code Enforcement Official

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 7<sup>th</sup> day of September, 2016 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Brittany Nicole Elgin  
1000 N. Beach Street  
Ormond Beach, FL 32174

[Signature]  
Code Enforcement Official

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

|                                                          |                            |
|----------------------------------------------------------|----------------------------|
| Return To:                                               |                            |
| Name:                                                    | Joseph Forte, City Manager |
| Address:                                                 | 1065 Ridgewood Ave         |
|                                                          | Holly Hill, FL 32117       |
| This instrument Prepared by:                             |                            |
| Name:                                                    | Darryl Pierce              |
| Address:                                                 | 1065 Ridgewood Ave         |
|                                                          | Holly Hill, FL 32117       |
| Property Appraisers Parcel ID Number(s): 4242-43-02-1330 |                            |

# Claim of Lien

## State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Joseph Forte, City Manager  
Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill  
(Lienor's Name)

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

and in accordance with a service with Brittany Nicole Elgin

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)  
Special Master Administration Fine: \$25.00 per day, per violation against this property. The three violations have not been corrected; the property has not come into compliance. \$25.00 per day fine, per violation commencing on October 7, 2016.

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

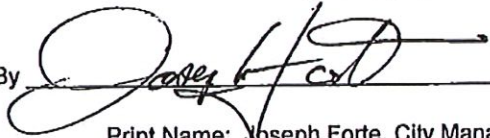
(Describe real property sufficiently for identification, including street and number, if known)  
LOTS 133 134 & 135 BLK 2 POWERS SUB MB 9 PG 111 INC PER OR 5256 PG 2510 PER OR 5314 PG 1214 & OR 6517 PG 4240  
PER OR 6600 PG 4743 PER UNREC DC PER OR 6993 PG 0001 PER OR 7008 PG 0807

1373 Powers Avenue Holly Hill, FL 32117

owned by with Brittany Nicole Elgin of a total value of Seventy Five Dollars (\$75.00) per day; commencing on October 7, 2016 until property comes into compliance, which remains unpaid as of June 11, 2019.

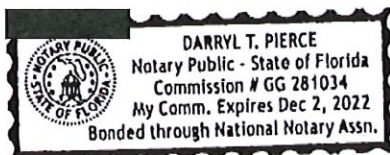
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent 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: Joseph Forte, City Manager

Sworn to and subscribed before me this 11th day of June, 2019.



  
Notary Public



Return To:

Name: Joseph Forte, City Manager

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

This instrument Prepared by:

Name: Darryl Pierce

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

Property Appraisers Parcel ID Number(s): 4242-43-02-1330

6/13/2019 3:53:31 PM

Instrument# 2019116993 1 page

Book: 7707 Page: 2637

Electronically Recorded By

Volusia County Clerk of the Court

5.2.a

# Claim of Lien

## State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Joseph Forte, City Manager  
Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill  
(Lienor's Name)

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

and in accordance with a service with Brittany Nicole Elgin

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

Special Master Administration Fine: \$25.00 per day, against this property. This violation has not been corrected; the property has not come into compliance. \$25.00 per day fine, commencing on November 7, 2016.

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

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

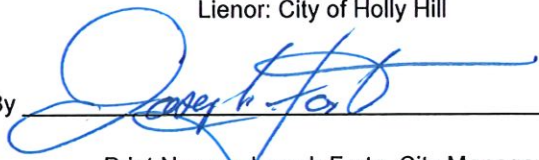
LOTS 133 134 & 135 BLK 2 POWERS SUB MB 9 PG 111 INC PER OR 5256 PG 2510 PER OR 5314 PG 1214 & OR 6517 PG 4240  
PER OR 6600 PG 4743 PER UNREC DC PER OR 6993 PG 0001 PER OR 7008 PG 0807

1373 Powers Avenue Holly Hill, FL 32117

owned by with Brittany Nicole Elgin of a total value of Twenty Five Dollars (\$25.00) per day; commencing on November 7, 2016 until property comes into compliance, which remains unpaid as of June 11, 2019

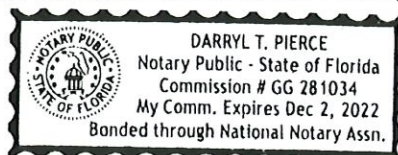
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent 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: Joseph Forte, City Manager

Sworn to and subscribed before me this 11th day of June, 2019.



Notary Public



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; 26-61(3) – Any condition which provides harborage for vermin; 26-61(10) – Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; and 114-727(a) All fences shall be maintained in their original upright condition.

There is insufficient evidence to sustain the violation of 82-131 requiring a permit at this time.

### ORDER

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

- \* If violation 26-61(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature is not brought into compliance in thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.
- \* If violation 26-61(3) Any condition which provides harborage for vermin is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.
- \* If violation 26-61(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.
- \* If violation of 114-727 - All fences shall be maintained in their original upright condition, is not brought into compliance in sixty (60) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

*paid  
\$250.00  
Special M*

*25 Oct 7*

*25 Oct 7*

*25 Oct 7*

*25 Nov 7*

Laura E. Roth  
Clerk of Court Volusia County, Florida  
Official Records: 6/13/2019 3:53 PM  
Receipt: 301641955 Drawer: 123962

-----  
CITY OF HOLLY HILL  
Operator: anjohnso Due: \$91.00  
-----

Instrument #: 2019116992 Type: LN  
Book #: 7707 Page #: 2633 Time: 3:53 PM  
Recording Fee: \$35.50

Instrument #: 2019116993 Type: LN  
Book #: 7707 Page #: 2637 Time: 3:53 PM  
Recording Fee: \$10.00

Instrument #: 2019116994 Type: LN  
Book #: 7707 Page #: 2638 Time: 3:53 PM  
Recording Fee: \$10.00

Instrument #: 2019116995 Type: LN  
Book #: 7707 Page #: 2639 Time: 3:53 PM  
Recording Fee: \$35.50

-----  
ESCROW: 120 \$91.00





# HOLLY HILL POLICE DEPARTMENT

## NOTICE TO APPEAR

TEN SIXTY-FIVE RIDGEWOOD AVENUE  
HOLLY HILL, FLORIDA 32117-2898  
(386) 248-9475  
FAX: (386) 248-9480

August 10, 2016

Brittany Nicole Elgin  
1000 N Beach St.  
Ormond Beach, Fl. 32174

Re: 1373 Powers St., Holly Hill, Fl. 32117

### CERTIFIED MAIL

Per Florida Statute Chapter 162 and Holly Hill Code Ordinance Chapter 3, Section 2-119 for the property located at 1373 Powers St., parcel number, (42-14-32-43-02-1330).

You have failed to comply with a valid order of the City of Holly Hill Code Enforcement Officer or other City of Holly Hill employee authorized by City Code Section to issue non-criminal citations on behalf of the City.

You are alleged to be in violation of City of Holly Hill Code Ordinance 26-61 Sanitary Nuisance (sec.1) grass and weeds are over 12", (sec.2) accumulation of debris and refuse of any nature; (sec.3) any condition which provides harborage for rats, mice and other vermin and (sec.10) any accumulation of stagnant water (pool). It is also alleged that you are in violation of 114-727- Maintenance Requirements for all fences to be maintained upright and in good condition; additionally 82-131 requires a Building Permit for home remodeling.

Therefore, you are hereby noticed of a hearing before the City of Holly Hill Special Master to answer these charges. Failure to appear constitutes an admission of guilt and the Special Master will enter the appropriate fines or other action based on the written and visual record provided by City Staff and other complaints.

Hearing Date: Wednesday, August 31, 2016

Hearing Time: 1:00pm

Hearing Location: Holly Hill City Hall, 1065 Ridgewood Avenue, City Commission Chambers

Attention: Person(s) with Disabilities

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance

Cherie Towne  
Code Enforcement  
Cc: Special Master  
File  
Post

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)

Property Information

Address: 1373 POWERS AVE  
 HOLLY HILL, FL 321172117  
 Location ID: 9070  
 PARCEL NUMBER: 4 2 42 43 02 1330  
 Short Parcel ID:  
 Zoning: R-3 R3 SFR - MEDIUM DENSITY  
 Subdivision:  
 Property Address Map  
 1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

Case General Information

Case status: CL CLOSED  
 Status date: 6/11/2019  
 Case type: RPM RESIDENTIAL PROPERTY MAINT  
 Tenant name/number: vacant  
 Reported date: 6/10/2019  
 Origination: OT OFFICER INITIATED  
 Default inspector: CLT RANDY AST  
 Credit balance: .00

Owner Information

Owner name: BRITNEY NICOLE ELGIN  
 Address: 1373 POWERS AVENUE  
 City: HOLLY HILL, FL 32117  
 Phone: 0  
 Notice: Y  
 Flip: Y

Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

Case Data

Description: Data  
 CN CORRECTION DATE JUNE 11, 2019  
 NOV POTENTIAL HEARING DA  
 SPECIAL MASTER HEARING D  
 2ND MAILING ADDRESS  
 FINE

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

Text

Date

Type  
 Case narrative  
 Violation comments  
 Inspection comments  
 001 - FIRST INSPECTION

Prepared 8/16/23,16:00:06  
 Program HTDFTAL  
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)  
 Screen detail for Program: CE CEN200I, Fees  
 Case 20-00002764

## Property Information

Address: 1373 POWERS AVE  
 HOLLY HILL, FL 321172117  
 Location ID: 9070  
 PARCEL NUMBER: 4 2 42 43 02 1330  
 Short Parcel ID:  
 Zoning: R-3 R3 SFR - MEDIUM DENSITY  
 Subdivision:

## Property Address Map

1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

## Case General Information

Case status: CL CLOSED  
 Status date: 3/24/2020  
 Case type: RPM RESIDENTIAL PROPERTY MAINT  
 Reported date: 3/24/2020  
 Origination: AD ADMINISTRATION COMPLAINT  
 Default inspector: EED ELEN DELIGIANIS  
 Credit balance: .00

## Owner Information

Owner name: COPP, GEORGE J  
 Address: 1373 POWERS AVENUE  
 City: HOLLY HILL, FL 32117  
 Phone: 0  
 Notice: Y  
 Flip: Y

## Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

## Case Data

| Description              | Data |
|--------------------------|------|
| CN CORRECTION DATE       |      |
| NOV POTENTIAL HEARING DA |      |
| SPECIAL MASTER HEARING D |      |
| 2ND MAILING ADDRESS      |      |
| FINE                     |      |

## Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

| Type      | Description         | Transaction | Amount Due | Amount Billed | Starting date | Ending date | Daily fee | Lien amount |
|-----------|---------------------|-------------|------------|---------------|---------------|-------------|-----------|-------------|
| Lien paid |                     |             |            |               |               |             |           |             |
| 50        | SPEC MAG DAILY FINE | 44475.00    | 44475.00   | .00           | 11/07/2016    | 9/21/2021   | 25.00     | .00         |
|           | .00                 | 44475.00    | 44475.00   | .00           |               |             |           | .00         |
|           | .00                 |             |            |               |               |             |           |             |





Prepared 8/16/23,16:00:53  
 Program HTDFTAL  
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)  
 Screen detail for Program: CE CEN200I, Text  
 Case 20-00002764

Page

| Type                        | Text                                              | Date      |
|-----------------------------|---------------------------------------------------|-----------|
|                             | (Continued)                                       |           |
|                             | 3/24/2020, 11:03:12 AM HLLHEXD                    | 3/24/2020 |
|                             | refer to case #20-2760 for additional lien amount | 3/24/2020 |
| Board meeting comments      |                                                   |           |
| Other action comments       |                                                   |           |
| Land Management information |                                                   |           |
| Legal description           |                                                   |           |
| Lien information            |                                                   |           |

Prepared 8/16/23,14:35:28  
 Program HTDFTAL  
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)  
 Screen detail for Program: CE CEN200I, Text  
 Case 20-00002760

Page

## Property Information

Address: 1373 POWERS AVE  
 HOLLY HILL, FL 321172117  
 Location ID: 9070  
 PARCEL NUMBER: 4 2 42 43 02 1330  
 Short Parcel ID:  
 Zoning: R-3 R3 SFR - MEDIUM DENSITY  
 Subdivision:

## Property Address Map

1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

## Case General Information

Case status: CL CLOSED  
 Status date: 3/24/2020  
 Case type: RPM RESIDENTIAL PROPERTY MAINT  
 Reported date: 6/29/2016  
 Origination: AD ADMINISTRATION COMPLAINT  
 Default inspector: EED ELENI DELIGIANIS  
 Credit balance: .00

## Owner Information

Owner name: COPP, GEORGE J  
 Address: 1373 POWERS AVENUE  
 City: HOLLY HILL, FL 32117  
 Phone: 0  
 Notice: Y  
 Flip: Y

## Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

## Case Data

| Description              | Data |
|--------------------------|------|
| CN CORRECTION DATE       |      |
| NOV POTENTIAL HEARING DA |      |
| SPECIAL MASTER HEARING D |      |
| 2ND MAILING ADDRESS      |      |
| FINE                     |      |

## Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

| Type                   | Text     | Date |
|------------------------|----------|------|
| Case narrative         |          |      |
| Violation comments     |          |      |
| Inspection comments    |          |      |
| 001 - FIRST INSPECTION |          |      |
| Results status         | INSPECTI |      |

Prepared 8/16/23,14:35:28  
 Program HTDFTAL  
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)  
 Screen detail for Program: CE CEN200I, Text  
 Case 20-00002760

Page

| Type                        | Text                                                         | Date       |
|-----------------------------|--------------------------------------------------------------|------------|
|                             | (Continued)                                                  |            |
|                             | 3/24/2020, 9:46:50 AM HLLHEXD                                | 3/24/2020  |
|                             | claim of lien recording for 6-29-16 before we switched to HT | 3/24/2020  |
|                             |                                                              | 3/24/2020  |
|                             | violations- trailer,building, multiple sanitary nuisances    | 3/24/2020  |
|                             | (refer to folder), and fences w/o slats                      | 3/24/2020  |
| 002 - NOTES                 |                                                              |            |
| Request status              |                                                              |            |
| Results status              | INSPECTI                                                     | 10/20/2020 |
|                             | 10/20/2020, 3:18:39 PM HLLHRSA                               | 10/20/2020 |
|                             | Lien review: \$146,625                                       | 10/20/2020 |
| 003 - NOTES                 |                                                              |            |
| Request status              |                                                              |            |
| Results status              | INSPECTI                                                     | 3/25/2023  |
|                             | Lien spread sheet updated                                    | 3/25/2023  |
| 004 - LIEN CERTIFICATION    |                                                              |            |
| Request status              |                                                              |            |
| Results status              | INSPECTI                                                     | 4/11/2023  |
|                             |                                                              | 4/11/2023  |
| Board meeting comments      |                                                              |            |
| Other action comments       |                                                              |            |
| Land Management information |                                                              |            |
| Legal description           |                                                              |            |
| Lien information            |                                                              |            |

Prepared 8/16/23,14:34:25  
 Program HTDFTAL  
 User ID HLLHRS

Case Master Inquiry - (CEN200I001)  
 Screen detail for Program: CE CEN200I, Fees  
 Case 20-00002760

Page

## Property Information

Address: 1373 POWERS AVE  
 HOLLY HILL, FL 321172117  
 Location ID: 9070  
 PARCEL NUMBER: 4 2 42 43 02 1330  
 Short Parcel ID:  
 Zoning: R-3 R3 SFR - MEDIUM DENSITY  
 Subdivision:

## Property Address Map

1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

## Case General Information

Case status: CL CLOSED  
 Status date: 3/24/2020  
 Case type: RPM RESIDENTIAL PROPERTY MAINT  
 Reported date: 6/29/2016  
 Origination: AD ADMINISTRATION COMPLAINT  
 Default inspector: EED ELENI DELIGIANIS  
 Credit balance: .00

## Owner Information

Owner name: COPP, GEORGE J  
 Address: 1373 POWERS AVENUE  
 City: HOLLY HILL, FL 32117  
 Phone: 0  
 Notice: Y  
 Flip: Y

## Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

## Case Data

| Description              | Data |
|--------------------------|------|
| CN CORRECTION DATE       |      |
| NOV POTENTIAL HEARING DA |      |
| SPECIAL MASTER HEARING D |      |
| 2ND MAILING ADDRESS      |      |
| FINE                     |      |

## Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

| Type      | Description         | Transaction | Amount Due | Amount Billed | Starting date | Ending date | Daily fee | Lien amount |
|-----------|---------------------|-------------|------------|---------------|---------------|-------------|-----------|-------------|
| Lien paid |                     |             |            |               |               |             |           |             |
| 50        | SPEC MAG DAILY FINE | 135750.00   | 135750.00  | .00           | 10/07/2016    | 9/21/2021   | 75.00     | .00         |
|           | .00                 | 135750.00   | 135750.00  | .00           |               |             |           | .00         |
|           | .00                 |             |            |               |               |             |           |             |

| Project<br>User | Type                        | Text                                                                                                                                                                                                                                                                                                       | Date                                                                       |
|-----------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
|                 |                             | (Continued)                                                                                                                                                                                                                                                                                                |                                                                            |
|                 | Results status              | INSPECTI                                                                                                                                                                                                                                                                                                   |                                                                            |
|                 |                             | insecure fence exposing a inground unmaintained swimming pool. Messages were leftfor Manny at 265-3911 and calked were made to Jon Hall chevy and spoke to the owner Brittny Elgin. I informed her of the health and safety issue with the back yard pool being unsecure and it needed to be address ASAP. | 6/10/2019<br>6/10/2019<br>6/10/2019<br>6/10/2019<br>6/10/2019<br>6/10/2019 |
|                 | 002 - SECOND INSPECTION     |                                                                                                                                                                                                                                                                                                            |                                                                            |
|                 | Results status              | INSPECTI                                                                                                                                                                                                                                                                                                   |                                                                            |
|                 |                             | After leaving messages with Manny and calling the daughter at her place of work. An inspection found that the fences have been picked up and is standing upright around the backyard where the pool is located. The fences are still rotten and missing slats but is securing the back yard.               | 6/11/2019<br>6/11/2019<br>6/11/2019<br>6/11/2019<br>6/11/2019              |
|                 | Board meeting comments      |                                                                                                                                                                                                                                                                                                            |                                                                            |
|                 | Other action comments       |                                                                                                                                                                                                                                                                                                            |                                                                            |
|                 | 001 - COURTESY NOTICE WRITT | spoke to brittney on telephona at her place of employment and left messages with step father manny at his last known telephone number,                                                                                                                                                                     | 6/10/2019<br>6/10/2019<br>6/10/2019                                        |
|                 | Land Management information |                                                                                                                                                                                                                                                                                                            |                                                                            |
|                 | Legal description           |                                                                                                                                                                                                                                                                                                            |                                                                            |
|                 | Lien information            |                                                                                                                                                                                                                                                                                                            |                                                                            |



Proc  
User

Property Information

Address: 1373 POWERS AVE  
HOLLY HILL, FL 321172117  
Location ID: 9070  
PARCEL NUMBER: 4 2 42 43 02 1330  
Short Parcel ID: R-3 R3 SFR - MEDIUM DENSITY  
Zoning: R-3 R3 SFR - MEDIUM DENSITY  
Subdivision:  
Property Address Map  
1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

Case General Information

Case status: CL CLOSED  
Status date: 3/24/2020  
Case type: RPM RESIDENTIAL PROPERTY MAINT  
Reported date: 6/29/2016  
Origination: AD ADMINISTRATION COMPLAINT  
Default inspector: EED ELENI DELIGIANIS  
Credit balance: .00

Owner Information

Owner name: COPP, GEORGE J  
Address: 1373 POWERS AVENUE  
City: HOLLY HILL, FL 32117  
Phone: 0  
Notice: Y  
Flip: Y

Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

Case Data

Description Data  
CN CORRECTION DATE  
NOV POTENTIAL HEARING DA  
SPECIAL MASTER HEARING D  
2ND MAILING ADDRESS  
FINE

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

Type Text

Case narrative  
Violation comments  
Inspection comments  
001 - FIRST INSPECTION  
Results status INSPECTI

Date

| Prog<br>User | Type                                                         | Date       |
|--------------|--------------------------------------------------------------|------------|
|              | Text                                                         |            |
|              | (Continued)                                                  |            |
|              | 3/24/2020, 9:46:50 AM HLLHED                                 | 3/24/2020  |
|              | claim of lien recording for 6-29-16 before we switched to HT | 3/24/2020  |
|              | violations- trailer, building, multiple sanitary nuisances   | 3/24/2020  |
|              | (refer to folder), and fences w/o slats                      | 3/24/2020  |
| 002          | - NOTES                                                      | 10/20/2020 |
|              | Request status                                               |            |
|              | Results status INSPECTI                                      | 10/20/2020 |
|              | 10/20/2020, 3:18:39 PM HLLHRS                                | 10/20/2020 |
|              | Lien review: \$146,625                                       | 10/20/2020 |
| 003          | - NOTES                                                      | 3/25/2023  |
|              | Request status                                               |            |
|              | Results status INSPECTI                                      | 3/25/2023  |
|              | Lien spread sheet updated                                    |            |
| 004          | - LIEN CERTIFICATION                                         | 4/11/2023  |
|              | Request status                                               |            |
|              | Results status INSPECTI                                      | 4/11/2023  |
| 005          | - NOTES                                                      | 8/16/2023  |
|              | Request status                                               |            |
|              | Results status INSPECTI                                      | 8/16/2023  |
|              | HTE file printed and added to lien file.                     |            |
|              | Board meeting comments                                       |            |
|              | Other action comments                                        |            |
|              | Land Management information                                  |            |
|              | Legal description                                            |            |
|              | Lien information                                             |            |

Property Information

Address: 1373 POWERS AVE  
HOLLY HILL, FL 321172117  
Location ID: 9070  
PARCEL NUMBER: 4 2 42 43 02 1330  
Short Parcel ID:  
Zoning: R-3 R3 SFR - MEDIUM DENSITY  
Subdivision:  
Property Address Map  
1373 POWERS AVE HOLLY HILL, FL 321172117 .00 .00 X 424243021330 9070

Case General Information

Case status: CL CLOSED  
Status date: 3/24/2020  
Case type: RPM RESIDENTIAL PROPERTY MAINT  
Reported date: 3/24/2020  
Origination: AD ADMINISTRATION COMPLAINT  
Default inspector: EED ELENI DELIGIANIS  
Credit balance: .00

Owner Information

Owner name: COPP, GEORGE J  
Address: 1373 POWERS AVENUE  
City: HOLLY HILL, FL 32117  
Phone: 0  
Notice: Y  
Flip: Y

Violations

| Type                | Status | Location | Quantity | Date Established | Date Resolved |
|---------------------|--------|----------|----------|------------------|---------------|
| No violations exist |        |          |          |                  |               |

Case Data

Description Data  
CN CORRECTION DATE  
NOV POTENTIAL HEARING DA  
SPECIAL MASTER HEARING D  
2ND MAILING ADDRESS  
FINE

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

Type Text Date

Case narrative  
Violation comments  
Inspection comments  
001 - FIRST INSPECTION  
Results status INSPECTI

Project  
Use:

| Type                        | Text                                                                                | Date                   |
|-----------------------------|-------------------------------------------------------------------------------------|------------------------|
|                             | (Continued)                                                                         |                        |
|                             | 3/24/2020, 11:03:12 AM HILHEND<br>refer to case #20-2760 for additional lien amount | 3/24/2020<br>3/24/2020 |
| 002 - NOTES                 |                                                                                     |                        |
| Request status              |                                                                                     | 8/16/2023              |
| Results status              | INSPECTI                                                                            |                        |
| Board meeting comments      | HTE file printed and added to lien file.                                            | 8/16/2023              |
| Other action comments       |                                                                                     |                        |
| Land Management information |                                                                                     |                        |
| Legal description           |                                                                                     |                        |
| Lien information            |                                                                                     |                        |





There is a better and renovated portal available, try it now! [Take me There](#)

Welcome Randy Ast  
City of Holly Hill

|      |                |                  |           |                         |        |
|------|----------------|------------------|-----------|-------------------------|--------|
| Home | Animal Control | Code Enforcement | Waste Pro | Cross Department Search | Logout |
|------|----------------|------------------|-----------|-------------------------|--------|

## Printer Friendly Incident - Case #1334855

### Details

|               |                             |                 |                      |
|---------------|-----------------------------|-----------------|----------------------|
| Municipality: | City of Holly Hill          | Record Created: | 6/30/2016 8:08:54 AM |
| Department:   | Code Enforcement            | Last Update:    | 2/15/2017 1:32:48 PM |
| Contractor:   | Z13 Holly Hill / Contractor | Action Date:    | 8/31/2016            |
| First Name:   | Brittany nicole             | Status:         | Closed               |
| Last Name:    | Elgin                       |                 |                      |
| Address:      | 1373 POWERS AVE             |                 |                      |
|               |                             | Creator:        | ctowne               |
| City:         | HOLLY HILL                  |                 |                      |
| State:        | Florida                     |                 |                      |
| Zip:          | 32117-2117                  |                 |                      |
| County:       | 70153010000024783643        |                 |                      |
| Subdivision:  | CT/vv                       |                 |                      |
| Phone:        | 386-265-3911                |                 |                      |
| Email:        |                             |                 |                      |

### Resolutions

- Set for SM

### Comments

- Trailer full of debris and trash. 2 untagged trailers. House has been vacant since 2009. Purchased at auction by a Carl Shumate who died during the remodel. House in probate and now issued to grand daughter. House in need of
- A male by the name of Manning called ref the violation notice and advised he was out of state and would not be home til after the weekend. He said that next week he would begin to work on the house. He can be reached at 386-265-3911.
- 08-09-16 a follow up and pictures taken ref the property. Nothing has been done to the property, Set for Special Magistrate on Aug 30 2016.
- 8/28 went to Spl Master. Several violation under ord 26-61 (2,3,10) given 30 days to comply. 114-727 60 days 4250 admin fee must be paid by 12/12
- 8/28 went to Spl Master. Several violation under ord 26-61 (2,3,10) given 30 days to comply. 114-727 60 days 4250 admin fee must be paid by 12/12
- 10/1/10 Manny came in and explained due to hurricane he cannot comply in time. VV left message that he only has an addl ten days to cut grass any everything else proceeds as sceduled
- lien was filed 9/8/17
- typo error fine is \$250. not 4250.

### Categories

- HH 215 - City Use Only

- Other Complaints

building permits need to be obtained to remodel house. House is uninhabitable.

- Sanitary Nuisances

weeds front and back yard. unmaintained pool and fence missing slats and falling over.

- Violation

mailed to 1000 N beach street. Ormond Beach.

Attachment: 1373 Powers Ave Lien Reduction (4351 : Request for Code Enforcement Lien Reduction - 1373 Powers Avenue)



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

**City Commission  
Ordinance**

6.1

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**MEETING DATE:** November 28, 2023  
**FROM:** Brian Walker  
**SUBJECT:** **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**  
**NUMBER:** 2023-O-3067  
**APPLICANT:** Brian Walker  
**PLANNER:**

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**INTRODUCTION:**

This proposed Ordinance amends Section 114-904 of the Land Development Regulations titled, Mobile food vehicle and vendor regulations.

**BACKGROUND:**

On October 25, 2016 in response to the growing popularity of the mobile food market, the city adopted Ordinance 2981. That Ordinance created section 114-904 of the City code to establish permitting and operating procedures for mobile food vending within the City. An update to section 114-904 was adopted by the City Commission on March 10, 2020 (Ordinance # 3024) to add definitions, establish enforcement procedures and update permitting requirements. In July of 2020, the State adopted legislation preempting certain powers of local government to regulate mobile food dispensing vehicles. Updates to the City's code are needed in order to comply with State requirements and consider other general changes to the mobile food vending code.

**DISCUSSION:**

Since mobile food vending has been permitted to operate in the city for approximately seven years, we have had the opportunity to reflect on the activity's effect on the City and whether or not any updates to the current regulations would be appropriate.

Based on feedback and changes required by the State, the City finds that it is necessary to refine the current regulations. That is the purpose of this Ordinance.

While much of the current Ordinance is preserved in the proposed Ordinance, there are some key changes proposed. Perhaps the largest change has to do with the number of days that a site can host a mobile food vendor. Current regulations state that no site may host a mobile food vendor for more than three days per week, and for no more than four hours per day. The proposed Ordinance allows an additional day for a total of four days per week, and further allows the mobile food vendor to operate from 8 am to 11 pm on Saturday or Sunday. This means a mobile food vendor can operate during a four-day period and on one of those days, either a Saturday or



Sunday, can operate from 8 am to 11 pm. Weekday activities are still restricted to a maximum of four hours of operation.

The proposed Ordinance also clarifies and simplifies language, and makes changes to come into compliance with State law. Specifically, it eliminates the City's requirement that mobile food vendors register with the City and pay a permit fee to operate within the City. These activities are preempted to the State.

**FISCAL ANALYSIS:**

Adopting the Ordinance will have minimal fiscal impact on the City.

**STAFF RECOMMENDATION:**

Staff recommends that the City Commission adopt an Ordinance of the City of Holly Hill, Florida, regulating mobile food vehicles; amending section 114-904 of the city code; providing for codification; providing for conflicting ordinances; providing for severability; and providing an effective date.

**ATTACHMENTS:**

- Types of Mobile Food Vending Vehicles (PDF)
- F.S. Statutes (PDF)
- Sec. 114-904. Underlined and Strike-thru Version (PDF)

**Ordinance No. 2023-3067****FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, mobile food vehicles can be a source of business development and provide dining options for residents and visitors; and

**WHEREAS**, the City Commission desires to clearly define mobile food vehicles, mobile food vendors, and related terms, and adopt regulations addressing their allowed operations within the city; and

**WHEREAS**, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities for mobile food vendors protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by properly regulating the location and operation of mobile food vehicles.

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

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

**SECTION 2.** That the entire language of Section 114-904 is repealed and replaced with the following:

**Sec. 114-904. Mobile food vehicle and vendor regulations.****(a) Definitions.**

*Catering* is the business of providing food for a private event, as a professional service, for a fee.

*Commissary* is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

*Hosting site* is the property upon which a mobile food vehicle is parked and operating.

*Hosting site property owner* is the owner of the property upon which the mobile food vehicle is located and operating.

*Mobile food vehicle* is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

- (1) *Class I-Mobile kitchens.* In addition to the vending of products allowed for class II and class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles may have a relationship with a commissary.
- (2) *Class II-Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations.
- (3) *Class III-Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event.

*Mobile food vehicle rally* is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit, or they can be approved as part of a city sponsored event.

*Mobile food vendor* is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

**(b) Licensing and permitting requirements.**

- (1) Prior to setting up at a location, a Class I or II mobile food vendor must provide the following to the city:

- a. A copy of the mobile food dispensing vehicle license from the Florida Division of Hotels and Restaurants.
  - b. A completed indemnification statement for city files. To be updated annually.
  - c. A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.
  - d. Evidence that the vehicle has passed any safety inspections required by the state, county or city.
- (2) Mobile food vehicles must be inspected by the city's fire marshal or fire chief or their designee, and comply with all city safety regulations.
- (3) The mobile food vendor must permanently display to the public in a clearly visible area, their license from the Florida Division of Hotels and Restaurants.
- (4) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least five days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:
  - a. Location address
  - b. A signed indemnification statement.
  - c. A sketch plan showing the subject property and the proposed location of the mobile food vehicle.
  - d. Owner contact information.
  - e. Vendor contact information.
  - f. License from the Florida Division of Hotels and Restaurants.
- (5) The hosting site property owner shall pay a fee as established by the city commission. All permits expire on September 29<sup>th</sup> of each year and must be renewed.
- (6) The hosting site property owner must have an active business tax receipt.
- (c) *Prohibitions and restrictions.*
  - (1) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.
  - (2) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.
  - (3) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.
  - (4) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.

- (5) Except with permission of the city and as otherwise stated, mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.
- (6) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall follow all applicable laws and regulations.
- (7) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.
- (8) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.
- (9) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.
- (10) The mobile food vehicle, or its seating areas, may not disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas, right-of-way or designated public safety lanes.
- (11) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than four days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.
- (12) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.
- (13) A site may not host a mobile food vehicle for more than four hours on any permitted calendar day except:
  - a) When a special event permit has been issued for the site that provides different hours of operations;
  - b) If a permitted date is a Saturday or Sunday, on only one of those dates, the hours of operation can be between 8:00 AM and 11:00 PM;
  - c) If a licensed food establishment owns and operates a mobile food vehicle on the same site as the licensed food establishment, the mobile food vendor can be operated during the same hours of operation as the licensed food establishment.
  - d) As otherwise provided in the City's regulations.

(d) *Operating requirements.*

- (1) *Zoning requirements.* Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.
- (2) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.
- (3) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of 50 feet from the sales area.
- (4) Property owners hosting a mobile food vendor for more than one hour must provide readily accessible restroom facilities.
- (5) All mobile food vehicles must park on a hard-stabilized surface such as a paved or asphalt surface.
- (6) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed six square feet on the subject property where the mobile food vendor is conducting business.
- (7) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.
- (8) A mobile food vendor may not locate on any property that abuts a property with an active restaurant except with the written approval of the restaurant owner.
- (9) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary if available.
- (e) *Enforcement.* Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor's third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

**SECTION 3. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said



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

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

**SECTION 5. EFFECTIVE DATE.** That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 28<sup>th</sup> day of NOVEMBER, 2023 for first reading.**

## PERMITTED MOBILE FOOD VENDING VEHICLES

### Class I

#### Mobile Kitchen, (most commonly referred to as a “food truck”)



A mobile kitchen typically operates on private property with service to the general public. Mobile kitchens generally include a full-service, commercial kitchen accommodating the production of specialized and gourmet cuisine in large quantities. The food is cooked, prepared and then distributed directly from the vehicle through a side-access window. Unlike an ice-cream truck, which is constantly in motion and responds to customers waiting along the side of a public right-of-way, mobile kitchens are typically stationary through the meal period and advertise their daily location using social networking services, such as Facebook and Twitter.

#### Mobile Food Vending Trailer



### Class II

#### Mobile Canteen Truck



A mobile canteen truck is a self-propelled vehicle that typically sells products on private property, to employees of a private client or contracted business. Food sales are conducted from the exterior of the vehicle.

### Class III

#### Mobile Ice Cream Truck



A mobile ice cream truck is a vehicle serving only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand dipped frozen dairy products and pre-packaged beverages.

Select Year: 2023 ▼ Go

## The 2023 Florida Statutes

[Title XXXIII](#)  
REGULATION OF TRADE, COMMERCE,  
INVESTMENTS, AND SOLICITATIONS

[Chapter 509](#)  
LODGING AND FOOD SERVICE  
ESTABLISHMENTS; MEMBERSHIP  
CAMPGROUNDS

[View Entire  
Chapter](#)

### **509.102 Mobile food dispensing vehicles; temporary commercial kitchens; preemption.—**

(1)(a) As used in this section, the term “mobile food dispensing vehicle” means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

(b) As used in this section, the term “temporary commercial kitchen” means any kitchen that is a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow or are self-propelled or otherwise axle-mounted, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal. Such kitchens are subject to all provisions of this chapter except as may be provided herein. The term does not include a tent.

(2)(a) Regulation of mobile food dispensing vehicles, and temporary commercial kitchens, involving licenses, registrations, permits, and fees is preempted to the state. A municipality, county, or other local governmental entity may not require a separate license, registration, or permit other than the license required under s. [509.241](#), or require the payment of any license, registration, or permit fee other than the fee required under s. [509.251](#), as a condition for the operation of a mobile food dispensing vehicle or temporary commercial kitchen within the entity’s jurisdiction. A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles or temporary commercial kitchens from operating within the entirety of the entity’s jurisdiction.

(b) Any mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

(3)(a) A temporary commercial kitchen may be used in conjunction with a permanent food service establishment licensed under this chapter for the purpose of supplementing the kitchen operations of the licensed permanent food service establishment. A temporary commercial kitchen may operate in this capacity as follows:

1. On the premises of the licensed permanent food service establishment for 60 consecutive days. Upon request of the operator of a temporary commercial kitchen, the division may grant one extension of up to 60 additional consecutive days.

2. During a period of renovation, repair, or rebuilding, on the premises of the licensed permanent food service establishment or off the premises within the line of sight of, and not to exceed 1,320 feet from, the licensed permanent food service establishment for 120 consecutive days. The division may exercise discretion to grant an additional extension of time upon a reasonable and reliable demonstration by the licensed permanent food service establishment that additional time is needed to complete the renovation, repair, or rebuilding.

(b) If a permanent food service establishment licensed under this chapter, or the land upon which that establishment is sited, is rendered uninhabitable due to a natural disaster that is the subject of a declared state of emergency, a temporary commercial kitchen may operate on the premises of, or as near as reasonably practicable to, the location of the licensed permanent food service establishment. A temporary commercial kitchen may

operate in this capacity only during the period of repair and rebuilding of the permanent establishment with which it is associated. The operators of a temporary commercial kitchen operating in this capacity must notify the division of the kitchen's location and renew the notification every 90 days for the duration of its operation.

(c) Except as authorized under paragraphs (a) and (b), a temporary commercial kitchen may not operate in one location for longer than 30 consecutive days. The operators of a temporary commercial kitchen must notify the division within 48 hours after commencing operation in a location.

(4) This section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles or temporary commercial kitchens other than the regulations described in subsection (2).

(5) This section does not apply to any port authority, aviation authority, airport, or seaport.

**History.**—s. 75, ch. 2020-160; s. 2, ch. 2023-48.

## Sec. 114-904. Mobile food vehicle and vendor regulations.

### (a) Definitions.

*Catering* is the business of providing food for a private event, as a professional service, for a fee.

*Commissary* is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

*Hosting site* is the property upon which a mobile food vehicle is parked and operating.

*Hosting site property owner* is the owner of the property upon which the mobile food vehicle is located and operating.

*Mobile food vehicle* is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

- (1) *Class I-Mobile kitchens.* In addition to the vending of products allowed for class II and class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles **may** have a relationship with a commissary. **A mobile food vehicle permit is required for class I mobile food vehicles.**
- (2) *Class II-Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. **A mobile food vehicle permit is not required.**
- (3) *Class III-Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event. **A mobile food vehicle permit is not required.**

*Mobile food vehicle rally* is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit, or they can be approved as part of a city sponsored event.

*Mobile food vendor* is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

### (b) Licensing and permitting requirements.

- (1) Prior to setting up at a location, a **Class I or II** mobile food vendor must provide the following to the city:
  - a. A mobile food vendor must register with the city and receive a mobile food vendor certificate. Mobile food vendor certificates expire on September 29<sup>th</sup> and must be renewed each year. The fee will be prorated on a quarterly basis.**
  - b-a.** A copy of the mobile food dispensing vehicle license from the Florida Division of Hotels and Restaurants.
  - c-b.** A completed indemnification statement for city files. To be updated annually.
  - d. A copy of the operator's driver license and photos of the mobile food vehicle including the license plate.**

**e-c.** A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.

**d. Evidence that the vehicle has passed any safety inspections required by the state, county or city.**

- (2) Mobile food vehicles must be inspected by the city's fire marshal or fire chief or their designee, and comply with all city safety regulations.
  - (3) The mobile food vendor must permanently display to the public in a clearly visible area, their **mobile food vendor certificate license from the Florida Division of Hotels and Restaurants.**
  - (4) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least five days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:
    - a. Location address **and hosting dates.**
    - b. A signed indemnification statement.
    - c. A sketch plan showing the subject property and the proposed location of the mobile food vehicle.
    - d. Owner contact information.
    - e. Vendor contact information.
    - f. **~~The mobile food vehicle's MFDV #.~~ License from the Florida Division of Hotels and Restaurants.**
  - (5) The hosting site property owner shall pay a fee as established by the city commission. All permits expire on September 29<sup>th</sup> of each year and must be renewed.
  - (6) The hosting site property owner must have an active business tax receipt.
- (c) *Prohibitions and restrictions.*
- (1) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.
  - (2) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.
  - (3) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.
  - (4) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.
  - (5) Except with permission of the city **and as otherwise stated,** mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.
  - (6) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall **be in compliance with follow** all applicable laws and regulations.
  - (7) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.
  - (8) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.



- 
- (9) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.
- (10) The mobile food vehicle, or its seating areas, may not ~~occupy more than 20 percent of the vehicular use area or~~ disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas, right-of-way or designated public safety lanes.
- (11) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than ~~three~~ four days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.
- (12) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.
- (13) A site may not host a mobile food vehicle for more than four hours ~~within a~~ on any permitted calendar day ~~except; unless operating with a special event permit specifically stating otherwise.~~
- a) When a special event permit has been issued for the site that provides different hours of operations;
- b) If a permitted date is a Saturday or Sunday, on only one of those dates, the hours of operation can be between 8:00 AM and 11:00 PM;
- c) If a licensed food establishment owns and operates a mobile food vehicle on the same site as the licensed food establishment, the mobile food vendor can be operated during the same hours of operation as the licensed food establishment.
- d) As otherwise provided in the City's regulations.
- (d) *Operating requirements.*
- (1) *Zoning requirements.* Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.
- (2) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.
- (3) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of 50 feet from the sales area.
- (4) Property owners hosting a mobile food vendor for more than one hour must provide readily accessible restroom facilities.
- (5) All mobile food vehicles must park on a hard-stabilized surface such as a paved or asphalt surface.
-

- 
- (6) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed six square feet on the subject property where the mobile food vendor is conducting business.
  - (7) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.
  - (8) A mobile food vendor may not locate on any property that abuts a property with an active restaurant ~~except that the mobile food vendor may locate closer,~~ with the written approval of the restaurant owner.
  - (9) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary **if available.**
  - (e) *Enforcement.* Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action, ~~including a citation, or civil action~~ against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor's third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

(Ord. No. 2981, § 1, 10-25-16; Ord. No. 3024, § 2, 3-10-20)



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

**City Commission  
Agenda Item**

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**MEETING DATE:** November 28, 2023  
**FROM:** Brian Walker  
**SUBJECT:** 817 Magnolia Avenue Side Setback Variance Request  
**NUMBER:** (ID # 4336)  
**APPLICANT:** Carlos Barbecho  
**PLANNER:** Brian Walker

---

**INTRODUCTION**

**VARIANCE - 817 Magnolia Avenue** - Request a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line. The request is made in order to construct an addition on the south side of the home. The property is located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue and is more particularly known as 817 Magnolia Avenue; V-2023-02 (Carlos Barbecho, Applicant) (Brian Walker, Community Development Director).

**BACKGROUND**

- ☐ The parcel is part of the Sherville Park Plat # 2, approved by the Holly Hill City Commission on May 16, 1924 and filed in Book 9 Page 186.
- ☐ The lot contains a home originally built in 1952.
- ☐ The property under consideration is zoned R-3 (Medium Density Single-Family) and has a Low Density Single-Family Residential future land use.

**DISCUSSION:**

The existing home is on a lot that is approximately 5000 square feet in size. The R-3 zoning requires side setbacks of 7.5 feet. On the south side of the lot, the home is only 4.9 feet from the side property line.

The applicant would like to build an addition on the south side of the home and align it with the existing structure which is 4.9 feet from the property line. Since the code requires that structures be 7.5 feet from the side property line, the applicant is unable to build the addition as desired without a variance.

**REQUESTED**

**VARIANCE:**

The applicant is requesting a side setback variance from 7.5 feet to 4.9 feet for the south property line only.

In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

### **VARIANCE CRITERIA - Sec. 82-317**

#### **CRITERIA No. 1:**

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

#### **FINDINGS OF FACT No. 1:**

*The home on the property was built in 1952 and is 4.9 feet from the south property line. This was done prior to the City adopting its Land Development Regulations in 1993 which now require that principal structures meet a 7.5-foot side yard setback.*

Criteria met? Yes

#### **CRITERIA No. 2:**

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

#### **FINDINGS OF FACT No. 2:**

*The circumstances upon which the variance request is based were created prior to the City adopting its Land Development Regulations in 1993, and were not the result of the applicant's actions.*

Criteria met? Yes

#### **CRITERIA No. 3:**

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

#### **FINDINGS OF FACT No. 3:**

*The lot is considered to be legal non-conforming. Construction on legal non-conforming lots is governed by Sec. 114-31 titled - Nonconformity, which states in part; "In any classification, principal and accessory structures otherwise authorized under this chapter may be erected or constructed on any single nonconforming lot ..... if all classification requirements other than lot area or width are met." This means that construction on a legal nonconforming lot is permitted, but it is required to meet current setbacks. However, the applicant can seek a variance if they feel that they cannot meet the setbacks due to some special circumstances that prevent it. Staff does not feel that any special circumstances exists and therefore it is staff's opinion that granting the variance will confer a special privilege on the applicant.*

Criteria met? No

#### **CRITERIA No. 4:**

That a literal interpretation of the provisions of this subpart would deprive the applicant of

rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

**FINDINGS OF FACT No. 4:**

*A literal interpretation of the provisions of this subpart will not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district or work an unnecessary and undue hardship on the applicant. It is staff's opinion that the applicant is able to build the desired addition while meeting the 7.5-foot setback. They may not be able to build it in the exact form or fashion as desired, but there is room to build a reasonably sized addition to the home without violating the required setback. See EXHIBIT A*

Criteria met: No

**CRITERIA No. 5:**

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

**FINDINGS OF FACT No. 5:**

*The small wooden porch on the back of the home is slotted to be removed to make way for the new addition. This means that allowing 7.5 feet for the setback, and 5 feet of separation from the garage on the north, an addition approximately 17 feet wide could be built. The rear setback requirement is 20 feet. Due to the shape of the home, it is approximately 35 feet from the rear property line in some areas and 50 feet from the rear property line in others. Given these circumstances, there does not appear to be a substantial impediment to meeting the required setback. See EXHIBIT A*

Criteria met? No

**CRITERIA No. 6:**

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

**FINDINGS OF FACT No. 6:**

*It is staff's opinion that granting the variance is not necessary in order for the applicant to build an addition.*

Criteria met? No

**FINDINGS OF FACT:** Staff finds that the applicant has not met all of the criteria as stated above to grant the requested variance.

Additionally, the structure is an off-grade house (on pillars, not a slab) and has a flat roof. Meaning there are no issues related to tying into the existing roof or foundation. The City's Chief Building Official has reviewed the proposal for an addition to the structure, and stated that in his professional opinion it would not be difficult to construct an addition and meet the required setback. His statement is attached as the document titled, **CBO Opinion**.

**ADDITIONAL INFORMATION:**

Sec. 82-320. - Expiration.

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

**BOARD OF PLANNING AND APPEALS RECOMMENDATION:**

At the meeting of the Board of Planning and Appeals on November 6, 2023, 3 members voted to deny the variance request, and 2 members voted to approve the variance request.

**STAFF RECOMMENDATION:**

Staff does not recommend approval of the requested variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line for the property located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue and is more particularly known as 817 Magnolia Avenue.

- Maps and Pictures (PDF)
- EXHIBIT A - Proposed vs Conceptual (PDF)
- Survey (PDF)
- Application (PDF)
- CBO Opinion (PDF)



Location



Aerial





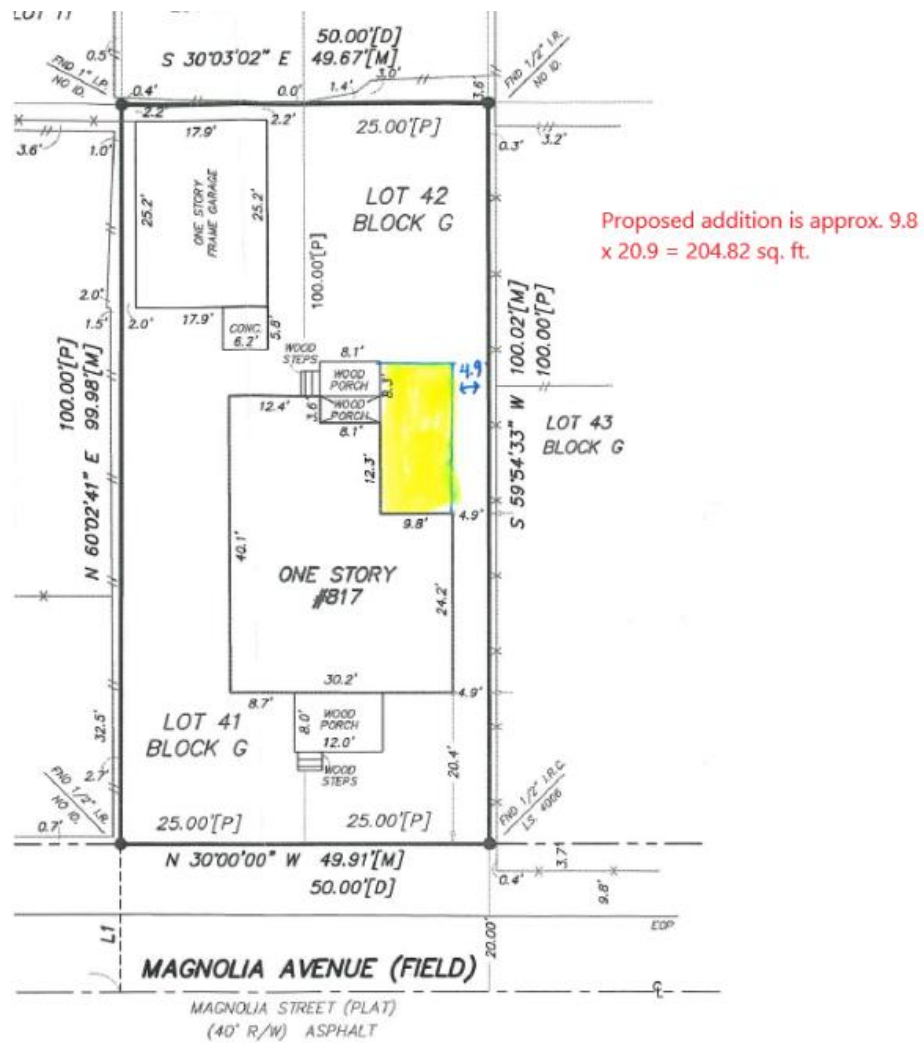
Aerial – Close Up



Front of Home



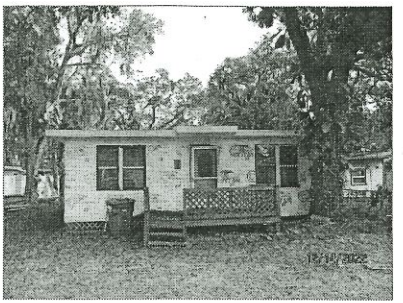
Attachment: EXHIBIT A - Proposed vs Conceptual (4336 : 817 Magnolia Avenue - Side Setback Variance Request)







LEGAL DESCRIPTION: LOTS 41 AND 42, BLOCK G, PLAT NO. 2, SHERVILLE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



817 MAGNOLIA AVENUE  
HOLLY HILL, FL.

LIGHTHOUSE  
TITLE OF EAST  
FLORIDA, INC.

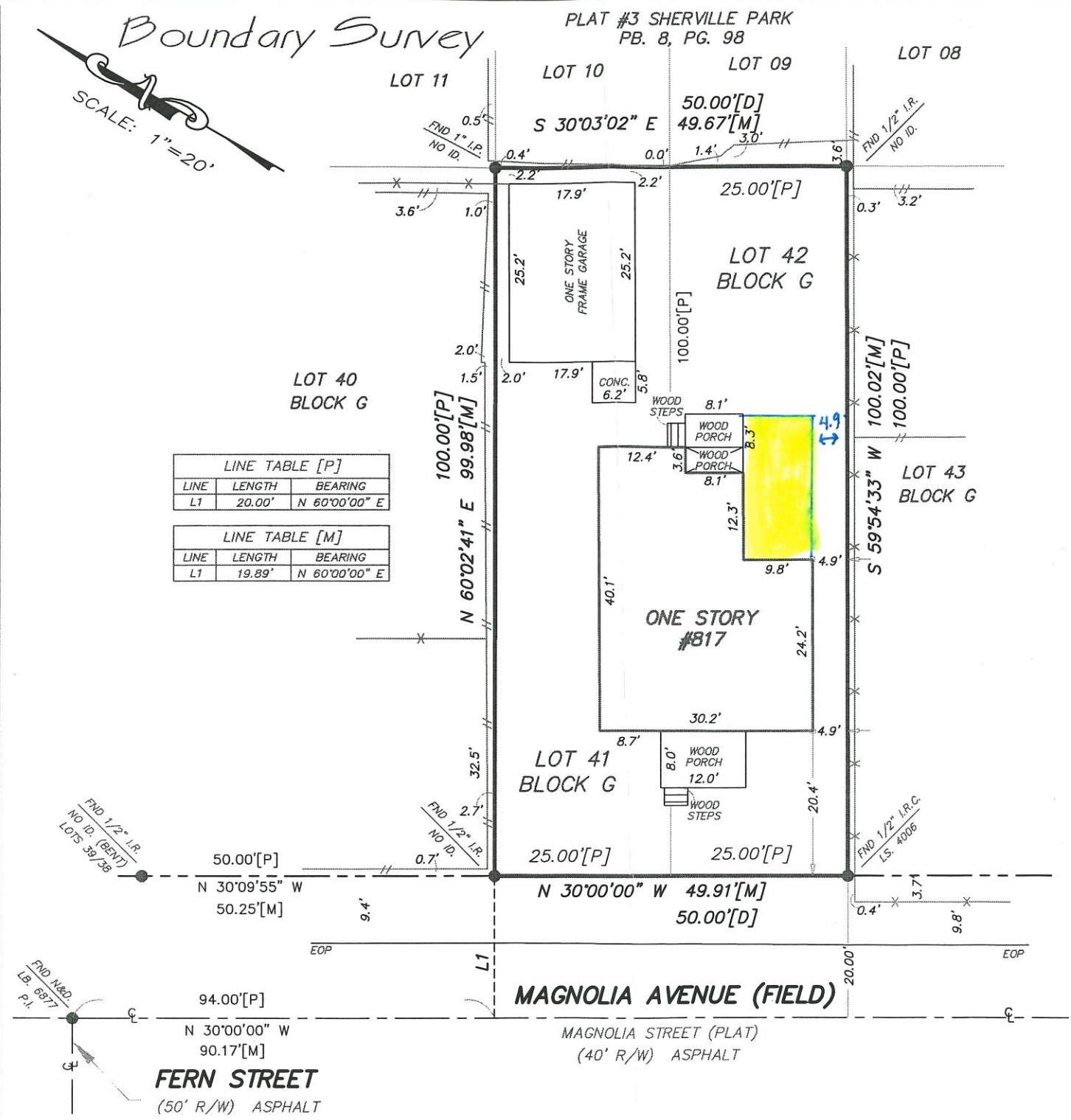
Long Surveying, Inc.  
"Specializing in Residential Surveying"  
LB No. 7371  
1061 S. Sun Dr. Ste. #1113  
Lake Mary, FL 32746  
Office 407-330-9717 or 407-330-9716  
Fax 407-330-9775  
www.longsurveying.com

DRAWN BY: RAJESH-RG  
CHECKED BY: BRETT

CERTIFIED TO:  
CARLOS BARBECHO  
LIGHTHOUSE TITLE OF EAST FLORIDA, INC.  
WESTCOR LAND TITLE INSURANCE COMPANY

COMMUNITY NO: 125112  
PANEL: 0356  
FLOOD ZONE: AE  
SUFFIX: J  
F.I.R.M. DATE: 09/29/17

SURVEY NO. 127704  
FIELD DATE: 12/14/22



- A/C - AIR CONDITIONER
- A.E. - ALLEY EASEMENT
- B.C. - BLOCK CORNER
- BLK - BLOCK
- C.B. - CONCRETE BLOCK
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MONUMENT
- CONC. - CONCRETE
- D - DEED
- D.E. - DRAINAGE EASEMENT
- E.O.P. - EDGE OF PAVEMENT
- F.C.C. - FOUND CROSS CUT
- F.F.E. - FINISHED FLOOR ELEVATION
- FND - FOUND
- ID. - IDENTIFICATION
- I.P. - IRON PIPE
- I.R. - IRON ROD
- I.R.C. - IRON ROD & CAP
- L - ARC LENGTH
- L.B. - LAND SURVEYING BUSINESS
- L.S. - LAND SURVEYOR
- L.E. - LANDSCAPE EASEMENT
- M - MEASURED
- M.E. - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E. - PEDESTRIAN EASEMENT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.C.P. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T. - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E. - UTILITY EASEMENT
- W.F.S. - WOOD FRAME STRUCTURE
- F.P.L.E. - FLORIDA POWER & LIGHT EASEMENT
- R.P. - RADIUS POINT
- PK NAIL - PARKER KALON COMPANY NAIL
- &--- RIGHT-OF-WAY LINE
- &--- CENTERLINE
- x--- BARB WIRE FENCE
- //--- WOOD FENCE
- x--- CHAIN LINK FENCE
- +--- PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF MAGNOLIA AVENUE BEING N 30°00'00" W ASSUMED

- NOTES:
- 1) This survey is based on the legal description as provided by the Client
  - 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
  - 3) Do not reconstruct property lines from building ties
  - 4) No footing or overhangs have been located except as shown
  - 5) No improvements or utilities have been located except as shown
  - 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

OFFICE #407-330-9717

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Attachment: Survey (4336 : 817 Magnolia Avenue - Side Setback Variance Request)



Permit #  
V# 23-1065Paid \$350.00  
on 5/11/23.

# HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

## VARIANCE

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

### PROPERTY

|                                                                                                                                                                                                                                                                            |                                                       |                                                                                                           |                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| PARCEL ID #: 533739070410                                                                                                                                                                                                                                                  |                                                       |                                                                                                           |                                                                                             |
| ADDRESS: 817 Magnolia Ave Holly Hill 32117                                                                                                                                                                                                                                 |                                                       |                                                                                                           |                                                                                             |
| TOTAL ACREAGE: 50' x 100<br>RESIDENTIAL 5000 Sq. ft                                                                                                                                                                                                                        |                                                       | USE OF PROPERTY: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> NON-RESIDENTIAL |                                                                                             |
| ZONING: R-3                                                                                                                                                                                                                                                                |                                                       | FUTURE LAND USE: LDR                                                                                      |                                                                                             |
| TYPE OF STRUCTURE: <input type="checkbox"/> SHED <input type="checkbox"/> FENCE <input type="checkbox"/> POOL <input type="checkbox"/> SCREEN ENCLOSURE <input checked="" type="checkbox"/> ADDITION <input type="checkbox"/> SINGLE FAMILY HOME<br>Laundry room & bedroom |                                                       |                                                                                                           |                                                                                             |
| DESCRIPTION OF STRUCTURE: Single family wood frame                                                                                                                                                                                                                         |                                                       |                                                                                                           |                                                                                             |
| TYPE OF<br>VARIANCE:                                                                                                                                                                                                                                                       | <input type="checkbox"/> FRONT YARD SETBACK           | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.                                                                         |
|                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> SIDE YARD SETBACK | REQUIRED: 7.5 FT.                                                                                         | PROPOSED: 4.9 FT.                                                                           |
|                                                                                                                                                                                                                                                                            | <input type="checkbox"/> SIDE STREET SETBACK          | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.                                                                         |
|                                                                                                                                                                                                                                                                            | <input type="checkbox"/> REAR YARD SETBACK            | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.                                                                         |
|                                                                                                                                                                                                                                                                            | <input type="checkbox"/> MINIMUM LOT SIZE             | REQUIRED: _____ SQ. FT.                                                                                   | ACTUAL: _____ SQ. FT.                                                                       |
|                                                                                                                                                                                                                                                                            | <input type="checkbox"/> WIDTH AT BUILDING            | REQUIRED: _____ FT.                                                                                       | ACTUAL: _____ FT.                                                                           |
|                                                                                                                                                                                                                                                                            | <input type="checkbox"/> LINE                         | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.                                                                         |
| <input type="checkbox"/> HEIGHT                                                                                                                                                                                                                                            |                                                       |                                                                                                           |                                                                                             |
| IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT?                                                                                                                                                                                                               |                                                       |                                                                                                           | <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO New addition |
| IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT?                                                                                                                                                                                                              |                                                       |                                                                                                           | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                         |

### OWNER

|                       |                      |
|-----------------------|----------------------|
| NAME: Carlos Barbecho | COMPANY:             |
| ADDRESS: 1262 15th ST |                      |
| CITY: Holly Hill      | STATE: FL ZIP: 32117 |
| PHONE: 386 235 2484   | EMAIL:               |



V# \_\_\_\_\_



# HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

## AGENT/CONSULTANT

|                            |                                  |            |  |
|----------------------------|----------------------------------|------------|--|
| NAME: Cecil Moore          | COMPANY: Sunburst Const          |            |  |
| ADDRESS: 65 Woodbourne Ln. |                                  |            |  |
| CITY: Ormond Beach         | STATE: FL                        | ZIP: 32174 |  |
| PHONE: 386 5622200         | EMAIL: cmoore@sunburstegmail.com |            |  |

## APPLICATION TYPE/FEE

|                                                            |                       |
|------------------------------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> VARIANCE – RESIDENTIAL | \$350.00 PER VARIANCE |
| <input type="checkbox"/> VARIANCE – COMMERCIAL             | \$500.00 PER VARIANCE |

## ATTACHMENT CHECKLIST

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

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# \_\_\_\_\_



# HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

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

The process of applying through the variance is and of itself the reason no special privilege is giving.

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

The current code does not allow applicant to square back off house to remainder of existing house

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

The requested variance will create a larger taxable value. Creating a larger tax revenue to be generated. In addition if the variance is granted there will be an improved curb appeal

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# \_\_\_\_\_



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

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

Granting the variance gives a more pleasing look and adds value to the property and adjacent properties.

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# \_\_\_\_\_



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

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

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

\_\_\_\_\_  
**SIGNATURE OF OWNER/AUTHORIZED APPLICANT**

12-5-22  
**DATE**

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

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

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

Existing structure is not symmetrical  
and lacks full use in current condition

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

I have no idea what this  
question even means

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)





Volusia County Property Appraiser  
 123 W. Indiana Ave., Rm. 102  
 DeLand, FL. 32720  
 Phone: (386) 736-5901 Web: [vcpa.vcgov.org](http://vcpa.vcgov.org)

**AltKey: 3477740**  
**BARBECHO CARLOS**

**Parcel ID: 533739070410**  
**817 MAGNOLIA AVE, HOLLY HILL, FL**

#### Parcel Summary

|                                 |                                          |
|---------------------------------|------------------------------------------|
| <b>Alternate Key:</b>           | 3477740                                  |
| <b>Parcel ID:</b>               | 533739070410                             |
| <b>Township-Range-Section:</b>  | 15 - 33 - 37                             |
| <b>Subdivision-Block-Lot:</b>   | 39 - 07 - 0410                           |
| <b>Owner(s):</b>                | BARBECHO CARLOS - FS - Fee Simple - 100% |
| <b>Mailing Address On File:</b> | 1262 15TH ST<br>HOLLY HILL FL 32117      |
| <b>Physical Address:</b>        | 817 MAGNOLIA AVE, HOLLY HILL 32117       |
| <b>Property Use:</b>            | 0100 - SINGLE FAMILY                     |
| <b>Tax District:</b>            | 203-HOLLY HILL                           |
| <b>2022 Final Millage Rate:</b> | 18.7895                                  |
| <b>Neighborhood:</b>            | 2118                                     |
| <b>Business Name:</b>           |                                          |
| <b>Subdivision Name:</b>        |                                          |
| <b>Homestead Property:</b>      | No                                       |

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email n including your e-mail address and any attachments and information we receive online might be made available to any person or media making a public records request. E-mail sent on the City system will be considered a public record and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If an individual whose identifying information is exempt under 119.071, Florida Statutes, please so email or other communication. If you have any questions about the Florida public records law 119 Florida Statutes.

HOLLY HILL RECEIVED  
JUN 29 2023  
COMM. DEV. DEPT.

## CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

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

I, CARLOS BARBECHO, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number or Address) 533739070410 817 Magnolia Ave hereby affirm that Cecil Moore is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

☐ Arbor Permit      ☐ Special Exception      ☒ Variance      ☐ Development Plan  
☐ Special Event Permit      ☐ Vacate      ☐ Sign      ☐ Other \_\_\_\_\_

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachment and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable

6/28/2023  
Date

Owner's Signature

Owner's Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared CARLOS BARBECHO, who is personally known to me or who has produced a PASSPORT a identification and who executed the foregoing instrument and sworn an oath on this 28 day of JUNE, 2023.

NOTARY PUBLIC



Jon-Zachary Burt  
Comm.: HH 236573  
Expires: March 6, 2026  
Notary Public - State of Florida

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)





Brian Walker <bwalker@hollyhillfl.org>

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## 817 Magnolia Ave

1 message

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**Rickie Lee** <rlee@hollyhillfl.org>  
To: Brian Walker <bwalker@hollyhillfl.org>

Thu, Oct 26, 2023 at 4:17 PM

Brian

In my opinion it will not be difficult or a hardship with the house being an off-grade pier construction and flat roof to keep the proposed addition within the setback of the lot.

--

Rickie Lee, Chief Building Official, CBO

City of Holly Hill

1065 Ridgewood Ave.

Holly Hill, FL. 32117

(386)248-9443

(386)248-9448 fax

[rlee@hollyhillfl.org](mailto:rlee@hollyhillfl.org)

[www.hollyhillfl.org](http://www.hollyhillfl.org)



Attachment: CBO Opinion (4336 : 817 Magnolia Avenue - Side Setback Variance Request)