

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 13, 2025

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by Mayor John Penny
- c. Pledge of Allegiance

2. PRESENTATIONS**A. Retirement Proclamation - Antoine Khoury - 7 Years of Service to the Public Works Department**

- 1. Retirement Proclamation - Antoine Khoury - Recognizing and Honoring 7 Years of Service to the City of Holly Hill

(Requested by Josef Grusauskas, Public Works)

B. Retirement Proclamation - Michael Ballentine - 10 Years of Service to the Holly Hill Police Department

- 1. Retirement Proclamation - Michael Ballentine - 10 Years of Service to the HHPD

(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

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

4. APPROVAL OF MINUTES

- 1. Minutes - April 22, 2025 Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

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 -2025-R-37 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Second of the (1) One-Year Extensions to Agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for Emergency Debris Hauling with an Increase of 2.8% to Their Respective Rate Schedules and Authorizing the City Manager to Execute the Second of the (1) One-Year Extensions to Agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for Emergency Debris Monitoring at Their Current Rates; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

2. Brown & Brown - Third One-Year Renewal Agreement - Employee Benefits Insurance Agent of Record

(Requested by Joseph Forte, City Manager)

3. Community Rating System (CRS) Program for Public Information (PPI) - 2024 Annual Evaluation Report

(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Request for a Lien Reduction - 1032 Riverside Drive

(Requested by Joseph Forte, City Manager)

2. Ordinance -2025-O-3088 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 42-34 (Cost of Living Adjustment) of the Holly Hill Code of Ordinances to Incorporate an Amendment to the Cost of Living Adjustment as Approved During Collective Bargaining; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2025-O-3085 SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.028 Acres Identified as Parcel Number 4242-04-21-0140 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

2. Ordinance -2025-O-3086 SECOND READING - ORDINANCE 3086 - 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 1152 S Nova Road (4242-04-21-0140), by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) Volusia County to General Commercial Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - ORDINANCE 3087 - 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 I-3 (Light Industrial) Volusia County to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 4884)

2.A.1

Meeting: 05/13/25 06:00 PM

Department: Public Works

Category: Proclamation

Prepared By: Beth Wrenn

Initiator: Josef Grusauskas

Sponsors:

DOC ID: 4884 B

Retirement Proclamation - Antoine Khoury - Recognizing and Honoring 7 Years of Service to the City of Holly Hill

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA

RECOGNIZING AND HONORING 7 YEARS OF SERVICE

ANTOINE KHOURY

WHEREAS, Antoine Khoury began his career with the City of Holly Hill on March 1, 2018 as the Public Works Director/City Engineer; and

WHEREAS, Antoine came to the City as a Professional Engineer, licensed with the State of Florida; and

WHEREAS, During his career, Antoine managed the Public Works Operations of Buildings & Grounds, Parks, Administration, Fleet, Streets, Drainage, Solid Waste, Sewer and Water Divisions; and

WHEREAS, Antoine has proven himself to be a dedicated employee, family leader to his daughter and admired by those who truly know him; and

WHEREAS, Antoine has been an asset to the city, its residents and all of the employees. Over the years, he empowered staff to make decisions and guided them through decision-making processes. He has been instrumental in directing, encouraging and mentoring employees to ensure Public Works operations continued in his absence. Among his many accomplishments with the City, he was instrumental in overseeing the overhead to underground project, the Riverside Drive tidal backflow preventer project, the direct management of the City's solid waste contract and directed the resurfacing program throughout the city. He was also instrumental in obtaining beneficial grants to update facilities and equipment as cost effective to improve facilities and equipment in a cost neutral ways. Antoine provided mentoring, guidance and shared his considerable guidance knowledge and experience to Public Works staff in order to plan for succession upon his retirement; and

WHEREAS, Antoine's humor and demeanor have provided for a positive work environment for his employees, reducing stresses that can sometimes accompany civil service.

We believe that the city is in better shape since Antoine has been working with the city, and believe that he has left a positive imprint for others to aspire to.

NOW THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida, by virtue of the authority vested in me as Mayor, and on behalf of the City Commission, do hereby recognize:

ANTOINE KHOURY

and acknowledges its grateful appreciation of Antoine Khoury for his 7 years of outstanding service and dedication to the City of Holly Hill and wish him well in his future retirement and through his future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be

Presentation (ID # 4884)

Meeting of May 13, 2025

affixed this 13th day of May, 2025.
City of Holly Hill, Florida
John Penny, Mayor



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING AND HONORING 7 YEARS OF SERVICE
ANTOINE KHOURY**

WHEREAS, Antoine Khoury began his career with the City of Holly Hill on March 1, 2018 as the Public Works Director/City Engineer; and

WHEREAS, Antoine came to the City as a Professional Engineer, licensed with the State of Florida; and

WHEREAS, During his career, Antoine managed the Public Works Operations of Buildings & Grounds, Parks, Administration, Fleet, Streets, Drainage, Solid Waste, Sewer and Water Divisions; and

WHEREAS, Antoine has proven himself to be a dedicated employee, family leader to his daughter and admired by those who truly know him; and

WHEREAS, Antoine has been an asset to the city, its residents and all of the employees. Over the years, he empowered staff to make decisions and guided them through decision-making processes. He has been instrumental in directing, encouraging and mentoring employees to ensure Public Works operations continued in his absence. Among his many accomplishments with the City, he was instrumental in overseeing the overhead to underground project, the Riverside Drive tidal backflow preventer project, the direct management of the City's solid waste contract and directed the resurfacing program throughout the city. He was also instrumental in obtaining beneficial grants to update facilities and equipment as cost effective to improve facilities and equipment in a cost neutral ways. Antoine provided mentoring, guidance and shared his considerable guidance knowledge and experience to Public Works staff in order to plan for succession upon his retirement; and

WHEREAS, Antoine's humor and demeanor have provided for a positive work environment for his employees, reducing stresses that can sometimes accompany civil service. We believe that the city is in better shape since Antoine has been working with the city, and believe that he has left a positive imprint for others to aspire to.

NOW THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida, by virtue of the authority vested in me as Mayor, and on behalf of the City Commission, do hereby recognize:

ANTOINE KHOURY

and acknowledges its grateful appreciation of Antoine Khoury for his 7 years of outstanding service and dedication to the City of Holly Hill and wish him well in his future retirement and through his future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of May, 2025.

City of Holly Hill, Florida

John Penny, Mayor



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

2.B.1

**City Commission
Agenda Item**

MEETING DATE: May 13, 2025
FROM: Valerie Manning
SUBJECT: Retirement Proclamation - Michael Ballentine - 10 Years of Service
to the HHPD
NUMBER: (ID # 4886)
APPLICANT:
PLANNER:

- Retirement Proclamation - Michael Ballentine - 10 Years of Service to the HHPD
(PDF)

PROCLAMATION

WHEREAS, Michael Ballentine has served as an exceptional Police Officer for the City of Holly Hill from November 21, 2014 to May 08, 2025 and has faithfully served this community at-large for the past 10 years; and

WHEREAS, he has held several positions within the Police Department to include patrol officer, Master Patrol Officer, criminal investigator, and as the training coordinator; and

WHEREAS, was selected as Officer of the Year, Hero of the Quarter, and has received several commendations through his years of service; and

WHEREAS, has obtained several certifications in advanced training to include, but not limited to, Background Investigations, Field Training Officer, Interviews and Interrogations, , Firearms Instructor, General Instructor; and Radar Instructor; and

WHEREAS, Michael Ballentine is respected and admired by his friends, colleagues, and all who have had the honor of knowing or working alongside him, especially those within the Holly Hill Police Department; and

WHEREAS, the City of Holly Hill expresses its deepest appreciation for his years of dedicated service and steadfast commitment to public safety.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida, by virtue of the authority vested in me as Mayor, and on behalf of the City Commission, do hereby proclaim May 13, 2025 as a:

Day of Recognition to **Michael Ballentine**

and hereby extend all blessings and good wishes to you in your future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of May, 2025.



City of Holly Hill, Florida

John Penny, Mayor



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

**City Commission
Agenda Item**

4.1

MEETING DATE: May 13, 2025
FROM: Valerie Manning
SUBJECT: Minutes - April 22, 2025 Regular City Commission and CRA
Meeting
NUMBER: (ID # 4876)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the April 22, 2025 regular City Commission and CRA meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - April 22, 2025 - Regular CC and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 22, 2025

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
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Roy Johnson

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

The City Commission meeting was recessed at approximately 6:02 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

3. CRA AGENDA ITEM

1. -2025-R-32

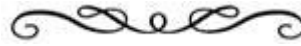
A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of \$50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Beth Wrenn, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 22nd day of April, 2025, in Holly Hill



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

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:04 PM. The City Commission regular meeting reconvened at that approximate time.

5. **PUBLIC COMMENTS**

The following individuals spoke to the Mayor and City Commissioners: Steve Updike, Holly Hill; Stephanie Raddatz, Holly Hill; Thomas Silver, Holly Hill.

6. **APPROVAL OF MINUTES**

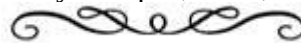
1.

Minutes - April 8, 2025 - Regular City Commission and First PH on CRA Plan Amendment Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 22nd day of April, 2025, in Holly Hill



7. **CONSENT AGENDA - ITEMS (1 - 2)**

Mayor Penny asked if there was any member from the audience who wished to speak to any item on the Consent Agenda or if any member of the Commission would like to pull an item for further discussion. There was no one.

1. -2025-R-33 Resolution

A Resolution of the City of Holly Hill, Florida, Awarding a Change Order to Black Sands Development Group for the Golf Course Reclaimed Water Improvement Project at a Cost of \$19,392.18 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Beth Wrenn, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION**2025-R-33**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED A CHANGE ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF \$19,392.18 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, AWARDED A CHANGE ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE GOLF COURSE RECLAIMED WATER IMPROVEMENT PROJECT AT A COST OF \$19,392.18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to improve the current reclaimed feed to the Riviera Country Club reclaimed pond used for golf course irrigation; and

WHEREAS, the City entered into a Task Order with Black Sands Development Group through Resolution 2024-R-15 for Utility Infrastructure & Restoration Services for \$67,509.66; and

WHEREAS, the Black Sands Development Group provided a Change Order for \$19,392.18 for new solenoid with electrical connections for the Golf Course Reclaimed Improvements; and

WHEREAS, improving reclaimed irrigation reuse is consistent with the City Utility SB 64 for Capital Funding Plan to reduce river effluent discharge.

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

SECTION 1. That the City Commission receive the Change Order for to the Black Sands to complete Golf Course Reclaimed Improvements \$19,392.18 for new solenoid controlled valve with electrical connections for a total project cost of to \$86,901.84.

SECTION 2. That the City Commission of the City of Holly Hill does hereby approve the Change Order to the existing Task Order with Black Sands Development Group, pursuant Resolution 2024-R-15 and authorize the City Manager to execute Change

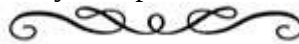
Order purchase with Black Sands Development Group to complete Construction of the
Golf Course Reclaimed Improvements.

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 22nd day of APRIL, 2025.

Enacted and approved this 22nd day of April, 2025, in Holly Hill



2. -2025-R-34 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding a Contract with Verdego, LLC in the Amount of \$234,055.69 to Provide Irrigation and Landscape Improvements at Sunrise Park North and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION

2025-R-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A CONTRACT WITH VERDEGO, LLC IN THE AMOUNT OF \$234,055.69 TO PROVIDE IRRIGATION AND LANDSCAPE IMPROVEMENTS AT SUNRISE PARK NORTH 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, AWARDING A CONTRACT WITH VERDEGO, LLC IN THE AMOUNT OF \$234,055.69 TO PROVIDE IRRIGATION AND LANDSCAPE IMPROVEMENTS AT SUNRISE PARK NORTH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission provided direction to perform improvements at Sunrise Park North to include irrigation and landscaping improvements; and

and **WHEREAS**, two (2) bids were received from contractors to perform this work;

WHEREAS, City staff and the design engineer have reviewed bids submitted and recommend award for the irrigation and landscape improvements at Sunrise Park North to Verdego, LLC in the amount of \$234,055.69.

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 award a contract with Verdego, LLC in the amount of \$234,055.69 to provide for irrigation and landscape improvements at Sunrise Park North and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 22nd day of APRIL, 2025.

Enacted and approved this 22nd day of April, 2025, in Holly Hill



8. REGULAR AGENDA

1. -2025-R-35 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of FDOT Contract #BEG78 with Advanced Cabling Systems, Inc., Awarding the Purchase of the Services Provided for the Installation of Underground Utilities in the Amount of \$50,139.05 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Beth Wrenn, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION 2025-R-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT CONTRACT #BEG78 WITH ADVANCED CABLING SYSTEMS, INC., AWARDING THE PURCHASE OF THE SERVICES PROVIDED FOR THE INSTALLATION OF UNDERGROUND UTILITIES IN THE AMOUNT OF \$50,139.05 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 THE
PIGGYBACK OF FDOT CONTRACT #BEG78 WITH
ADVANCED CABLING SYSTEMS, INC., AWARDING THE
PURCHASE OF THE SERVICES PROVIDED FOR THE
INSTALLATION OF UNDERGROUND UTILITIES IN THE
AMOUNT OF \$50,139.05; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE SAME; PROVIDING FOR
SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, The City has elected to continue utilities undergrounding to install Intelligent Transportation Systems; and

WHEREAS, The City placed conduit that is currently unoccupied in the Ridgewood Avenue corridor area desired for this project; and

WHEREAS, FDOT has a contract with Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff solicited a proposal from Advanced Cabling Solutions, Inc.; and

WHEREAS, Staff recommends approval of the piggyback of the contract with Advanced Cabling Solutions, Inc., and award the purchase of utilities undergrounding installation in the amount of \$50,139.05.

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

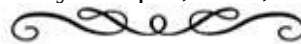
SECTION 1. That the City Commission of the City of Holly Hill approve the piggyback of the FDOT contract with Advanced Cabling Solutions, Inc., award the utilities undergrounding installation with Advanced Cabling Solutions, Inc., and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 22nd day of APRIL, 2025.

Enacted and approved this 22nd day of April, 2025, in Holly Hill



9. PUBLIC HEARINGS

1. -2025-O-3084 Ordinance

SECOND READING - an Ordinance of City of Holly Hill, Florida, Adopting the Amended Holly Hill Community Redevelopment Plan; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Agency's Operational Timeframe; Providing for a Ten-Year Extension of the City of Holly Hill Community Redevelopment Area Redevelopment Trust Fund; Providing for the County TIF Contribution Rates for the Holly Hill Redevelopment Trust Fund; Providing for Severability; Providing for Inclusion in the Holly Hill Code; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Tom Kohler, from GAI Consultants was present to address any questions related to the CRA Plan amendment and showed a PowerPoint presentation to the Mayor and City Commissioners.

Mayor Penny opened public participation.

Charlotte Baumgart, Holly Hill; Jim Legary, Holly Hill; Phil Wahby, Holly Hill.

Mayor Penny closed public participation.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

ORDINANCE

2025-O-3084

SECOND READING - AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF CITY OF HOLLY HILL, FLORIDA, ADOPTING THE AMENDED HOLLY HILL COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY'S OPERATIONAL TIMEFRAME; PROVIDING FOR A TEN-YEAR EXTENSION OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA REDEVELOPMENT TRUST FUND; PROVIDING FOR THE COUNTY TIF CONTRIBUTION RATES FOR THE HOLLY HILL REDEVELOPMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE HOLLY HILL CODE; AND PROVIDING FOR AN

EFFECTIVE DATE.

WHEREAS, in 1992 the Volusia County Commission adopted Delegation of Authority Resolution 92-257 granting the City of Holly Hill the authority to establish a Community Redevelopment Agency; and

WHEREAS, the Volusia County Commission adopted Delegation of Authority Resolution 92-257 grants the Holly Hill CRA and operational time frame through 2026; and

WHEREAS, in 1996 the City of Holly Hill, Florida (the “City”) adopted Ordinance 2426, creating the Holly Hill Community Redevelopment Agency (the “CRA”); and

WHEREAS, the initial Holly Hill Community Redevelopment Plan (the “Plan”) was adopted by the City of Holly Hill, Florida (the “City”) in 1996 and subsequently updated in 2007; and

WHEREAS, in accordance with the Community Redevelopment Plan and enacting resolutions, the initial term of the Plan is for a period ending December 31, 2026; and

WHEREAS, the City, in close coordination with Volusia County leadership and staff, recently conducted detailed community redevelopment planning process in accordance with Florida Statutes, Chapter 163, Part III, to initiate the Community Redevelopment Plan update process; and

WHEREAS, the extensive evaluation processes, community involvement, and redevelopment focus areas, redevelopment elements, and short-term, mid-term, and long-term implementation schedule identified in coordination with Volusia County were incorporated into a plan titled Amended Holly Hill Community Redevelopment Plan dated March 2025, which is attached hereto as Exhibit “A” (the “Plan”); and

WHEREAS, the CITY finds that conditions of slum and/or blighted areas continue to exist within the CRA area adopts the findings set forth in the “Plan”, and finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the operational term of the CRA for an additional ten (10) years; and

WHEREAS, in accordance with Fla. Stat. 163.346(1), the City Commission is authorized to modify the Community Redevelopment Plan upon the recommendation of the CRA and as otherwise provided in Chapter 163, Florida Statutes and the Interlocal Agreement.

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

SECTION 1. RECITALS. The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Ordinance.

SECTION 2. The City Commission hereby adopts the attached Amended Holly Hill Community Redevelopment Plan dated March 2025, attached hereto as **Exhibit A.**

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Resolution and any other Resolution of the Holly Hill Community Redevelopment Agency, this Resolution controls to the extent of any such conflict.

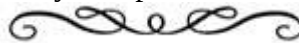
SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon approval by the Volusia County Council of the Amended Community Redevelopment Plan dated 2025. If the Volusia County Council approval is not attained by July 1, 2025, this Ordinance shall become a nullity.

APPROVED AND AUTHENTICATED on this 22nd day of APRIL, 2025 for second and final reading.

EXHIBIT “A”

HOLLY HILL COMMUNITY REDEVELOPMENT PLAN - 2025

Enacted and approved this 22nd day of April, 2025, in Holly Hill



2.

1540 Center Avenue Side Yard Setback Variance Request

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

Mr. Walker stated this is a request for a side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, “Schedule of Dimensional Requirements.” A variance from the required side yard setback of 8 feet to 5.5 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Center Avenue, approximately 380 feet south of Flomich Street. Property location is 1540 Center Avenue. Mr. Walker read through the background history of the home, as well as, the criteria to meet a variance request. Staff finds that the applicant has not met any of the criteria as stated within the agenda item staff report to grant the requested variance. Therefore, staff recommends denial of the request for a side yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled,

“Schedule of Dimensional Requirements.” A variance from the required side yard setback of 8 feet to 5.5 feet for a parcel in the R-2 (Single-Family) zoning district, located on the west side of Center Avenue, approximately 380 feet south of Flomich Street and more particularly known as 1540 Center Avenue.

Mayor Penny asked if the City Commission had any ex parte communications with the application about this variance request. There was no one.

Frank D. Sollitto, Jr., the owner/application spoke to the Mayor and City Commission. There was no other public participation.

RESULT:	DENY [UNANIMOUS]
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson



10. COMMUNICATIONS

A. City Manager Comments

Mr. Forte reminded the Mayor and Commissioners about the Goal Setting session on Thursday, April 24th from 12:00 PM - 5:00 PM in the large conference room.

B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny thanked everyone who came out to the employee luncheon last Thursday at Sunrise Park; thanked staff for a good job with the Easter Egg hunt.

D. District City Commission Comments

Commissioner Johnson thanked everyone for coming out to the ribbon cutting and 2nd year anniversary for the Volusia Sports Center today; mentioned that there is a TPO meeting tomorrow morning and LPGA Blvd., is still the topic of communication with all the extra traffic.

Commissioner Snow mentioned that she would like to ask the residents to be more involved with the city, that she would really like to see that happen.

Commissioner Currie thanked staff for a good Easter Egg event; reminded everyone about the BeatleBeat - A Live Tribute to The Beatles concert series that starts at 7:00 PM - 9:00 PM; and enjoyed the employee luncheon last Thursday at Sunrise Park.

E. Mayor's Conclusion Comments

None.

11. ADJOURNMENT

The meeting adjourned at approximately 7:15 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: May 13, 2025
FROM: Josef Grusauskas
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Second of the (1) One-Year Extensions to Agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for Emergency Debris Hauling with an Increase of 2.8% to Their Respective Rate Schedules and Authorizing the City Manager to Execute the Second of the (1) One-Year Extensions to Agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for Emergency Debris Monitoring at Their Current Rates; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2025-R-37
APPLICANT:
PLANNER:

DISCUSSION:

On June 11, 2019, the City Commission approved joint emergency debris hauling agreements with Phillips & Jordan Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., and approved joint emergency debris monitoring agreements with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC. These agreements have an initial term of five (5) years from the date of award with five (5) additional one (1) year renewal options. On May 28, 2024, the City commission approved the first of the additional one (1) year renewal options.

Although debris hauling and debris monitoring agreements were done as joint agreements with the City of South Daytona and the City of New Smyrna Beach, the terms of the agreement specify that each City retains the sole right to determine whether the renewal option should be granted. Copies of these agreements are included under **Exhibit 'A'**.

With the approach of hurricane season, it is imperative that the City maintain active agreements with both debris haulers and debris monitors should a disaster occur. All debris monitors have agreed to maintain current rates of their agreements. However, all debris haulers have requested a rate increase based on consumer price index (CPI) increases.

Accordingly, it is recommended that Phillips & Jordan, Crowder Gulf and Ceres Environmental each be awarded the second of the one (1) year extensions for debris hauling

with an increase of 2.8% to their respective rate schedules. Additionally, it is recommended that Tetra Tech, Rostan Solutions and Thompson Consulting Services each be awarded the second of the one (1) year extensions for debris monitoring at their current rates. Copies of these extension agreements are included under **Exhibit 'B'**.

FISCAL ANALYSIS:

There are no costs affiliated with awarding one-year extensions to these contracts. Should a disaster occur, one debris hauler and one debris monitor will be activated and “not to exceed costs” will be developed and presented to the Holly Hill City Commission for approval.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to execute the second of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling with a rate schedule increase of 2.8% and authorize the City Manager to execute the second of the (1) one-year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for emergency debris monitoring at their current rates.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING WITH A RATE SCHEDULE INCREASE OF 2.8% AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC AND THOMPSON CONSULTING SERVICES, LLC FOR EMERGENCY DEBRIS MONITORING AT THEIR CURRENT RATES.

ATTACHMENTS:

- Exhibit A - Contractor Agreements (PDF)
- Exhibit B - Contract Renewals (PDF)

Resolution No. 2025-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING WITH AN INCREASE OF 2.8% TO THEIR RESPECTIVE RATE SCHEDULES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC AND THOMPSON CONSULTING SERVICES, LLC FOR EMERGENCY DEBRIS MONITORING AT THEIR CURRENT RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING WITH AN INCREASE OF 2.8% TO THEIR RESPECTIVE RATE SCHEDULES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC AND THOMPSON CONSULTING SERVICES, LLC FOR EMERGENCY DEBRIS MONITORING AT THEIR CURRENT RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the first extension of current agreements for emergency debris hauling and emergency debris monitoring are set to expire on June 11, 2025; and

WHEREAS, it is of paramount importance to have debris hauling and monitoring agreements in place in the event that disaster strikes; and

WHEREAS, the City of Holly Hill retains the sole right to determine whether renewal options should be granted; and

WHEREAS, all debris haulers from agreement RFP 19-PW-16 have requested that the second of the of (1) one-year extensions include an increase of their respective rate

schedules negotiated to a rate of 2.8% based on CPI and all debris monitors from agreement RFP 19-PW-15 have agreed to the second of the (1) one-year extensions with no price increases.

**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 second of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling and approve increases to their respective rate schedules in the amount of 2.8%.

SECTION 2. That the City Commission does hereby approve the second of the (1) one-year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for emergency debris monitoring at their current rates.

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 13th day of MAY, 2025.

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16**

THIS AGREEMENT is made and entered into this 11 th day of June 2019, by and between Phillips & Jordan Inc., duly authorized to conduct business in the State of Florida and whose address is 10201 Parkside Drive Suite 300 Knoxville TN 37922, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-16), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR reimbursable expenses per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

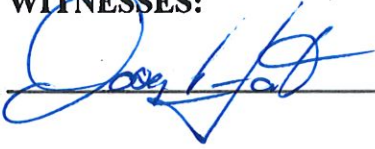
SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:



CITY OF HOLLY HILL


Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

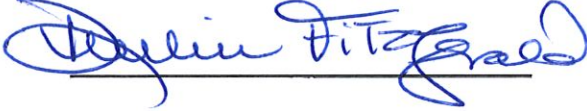


CITY OF NEW SMYRNA BEACH


Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:



CITY OF SOUTH DAYTONA

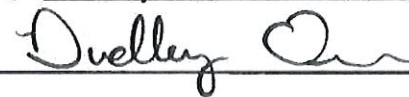

William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

FIRMS

By: Dudley Orr, Vice President



Dated: May 16, 2019

Attachments: A. RFP #19-PW-16
B. Firm Response to RFP
C. Attachment 1

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

Attachment 1

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	\$95.00
1.2	Backhoe, Cat 416	1	HR	\$135.00
1.3	Wheel Loaders, Cat 950	1	HR	\$140.00
1.4	Wheel Loaders, Cat 966	1	HR	\$165.00
1.5	Wheel Loaders, Cat 980	1	HR	\$185.00
1.6	Tracked Loader, Cat 955	1	HR	\$145.00
1.7	Towed Loader w/Tractor	1	HR	\$215.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$225.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$225.00
1.10	Dozer, Cat D4	1	HR	\$145.00
1.11	Dozer, Cat D5	1	HR	\$165.00
1.12	Dozer, Cat D6	1	HR	\$185.00
1.13	Dozer, Cat D7	1	HR	\$195.00
1.14	Dozer, Cat D8	1	HR	\$225.00
1.15	Excavators, Cat 320	1	HR	\$135.00
1.16	Excavators, Cat 325	1	HR	\$165.00
1.17	Excavators, Cat 330	1	HR	\$175.00
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$65.00
1.19	Motor Grader, Cat 120G	1	HR	\$165.00
1.20	Crane, 30 TON	1	HR	\$300.00
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$150.00
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$165.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$145.00
1.24	Mechanized Broom	1	HR	\$75.00
1.25	Street Sweeper	1	HR	\$90.00
1.26	Water Truck, 2000 Gallon	1	HR	\$70.00
1.27	Stump Grinder, Vermeer 252	1	HR	\$50.00
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$150.00
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$500.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$550.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$600.00
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$120.00
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$85.00

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	\$85.00
2.2	Dump Truck, 16 to 20 CY	1	HR	\$95.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$115.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$125.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$130.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$130.00
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$135.00
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$120.00
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$150.00
3.3	Pickup Truck, 1 Ton	1	DAY	\$200.00
3.4	Box Truck, 3/4 Ton	1	DAY	\$240.00
3.5	Utility Van, 3/4 Ton	1	DAY	\$200.00
3.6	Passenger Van, 9 Passenger	1	DAY	\$200.00
3.7	Passenger Car, Full Size	1	DAY	\$120.00
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	\$95.00
4.2	Supervisor w/Pickup Truck	1	HR	\$85.00
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$95.00
4.4	Mechanic w/Truck and Tools	1	HR	\$69.00
4.5	Climber w/Gear	1	HR	\$69.00
4.6	Operator w/Chainsaw	1	HR	\$54.00
4.7	Laborer w/Tools	1	HR	\$50.00
4.8	Traffic Control Personnel	1	HR	\$45.00
4.9	Ticket Writers	1	HR	\$45.00
4.10	Clerical	1	HR	\$45.00
4.11	Administrative Assistant	1	HR	\$50.00

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	\$11.25
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications)	1	EA	\$225.00
5.3	Tree Debris: Leaners	1	EA	\$175.00
5.4	Tree Debris: Stumps	1	EA	\$275.00
5.5	Construction and demolition debris, including white goods	1	CY	\$11.25
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event (CY)	1	CY/Per Ton	\$10.50
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	TN \$37.00
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	\$42.00
6.2	Restoration of canal banks and slopes	1	LF	\$40.00
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$250.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$40.00
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$45.00
6.6	Provision of emergency potable water	1	GL	\$1.90
6.7	Provision of emergency ice	1	LB	\$1.25
6.8	Temporary bathrooms/port-o-lets (month)	1	EA	\$250.00
6.9	Provision of temporary satellite phone (day)	1	EA	\$100.00
6.10	Provisions of emergency generators - 25kw to 50kw (day)	1	EA	\$250.00
6.11	Provisions of emergency generators - 50kw to 100kw (day)	1	EA	\$265.00
6.12	Provisions of emergency generators - 100kw to 150kw (day)	1	EA	\$450.00
6.13	Provisions of emergency generators - 250kw (day)	1	EA	\$750.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$45.00
6.15	Grinding / Incinerating	1	CY	\$2.25

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15**

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Tetra Tech, Inc., duly authorized to conduct business in the State of Florida and whose address is 2301 Lucien Way, Ste 120, Maitland, FL 32751, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-15), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Cities:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

Les Gillis, City Manager
City of South Daytona
1672 S. Ridgewood Ave.
South Daytona, FL 32119

For Contractor:

	Contracts
<u>Betty Kamara</u>	, Administrator (Name, Title)
<u>Tetra Tech, Inc.</u>	. (Company)
<u>2301 Lucien Way, Suite 120</u>	(Address)
<u>Maitland, FL 32751</u>	(City, State, Zip)
<u>407-803-2551</u>	(Phone)

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITIES AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

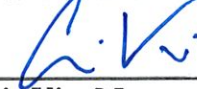
SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITIES under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

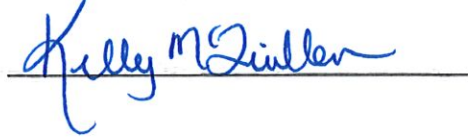


CITY OF HOLLY HILL


Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

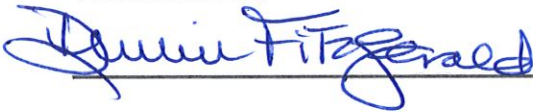


CITY OF NEW SMYRNA BEACH


Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

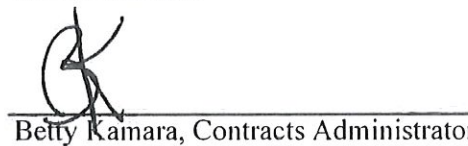


CITY OF SOUTH DAYTONA


William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:


Betty Kamara, Contracts Administrator

FIRMS Tetra Tech, Inc.

By: 
Jonathan Burgiel, Business Unit President

Dated: May 10, 2019

Attachments: A. RFP #19-PW-15

B. Firm Response to RFP

C. Attachment 1 – Rate Sheet

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.

* TDSRS Monitor is a duplicate position to Debris Site Tower Monitors.

* Roving Monitors/Field Coordinators is a duplicate position to Field Supervisor.

	DESCRIPTION	Price Per Hour
A	Project Manager	\$ 75.00
B	Field Supervisor	\$ 45.00
C	Loading Site Monitors	\$ 35.00
D	TDSRS Monitors *	\$ 0.00
E	Debris Site Tower Monitors	\$ 35.00
F	Roving Monitors / Field Coordinators*	\$ 0.00
G	Operations Manager	\$ 65.00
H	Data Manager	\$ 55.00
I	Administrative Assistant	\$ 34.00
J	FEMA Coordinator	\$ 95.00
K	Scheduler / Expediter	\$ 42.00
L	GIS Specialist	\$ 50.00
M	Environmental Specialist	\$ 65.00
N	Billing and Invoice Analyst	\$ 45.00
O	Data Entry Clerk	\$ 0.00

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.


Authorized Signature

Jonathan Burgiel, Business Unit President
Printed Name & Title

Tetra Tech, Inc.
Company

May 10, 2019
Date

2301 Lucien Way, Suite 120
Address

Maitland, FL, 32751
City, State, Zip Code

(407) 803-2551
Telephone No.

betty.kamara@tetrattech.com
Email

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16**

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Ceres Environmental Services, Inc., duly authorized to conduct business in the State of Florida and whose address is 6968 Professional Parkway East, Sarasota, FL 34240, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-16), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR reimbursable expenses per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

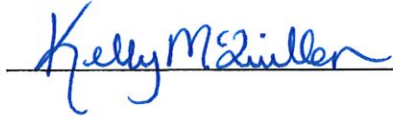


CITY OF HOLLY HILL

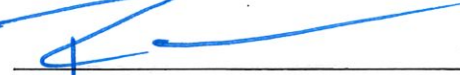

Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

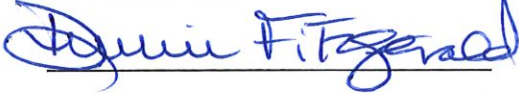


CITY OF NEW SMYRNA BEACH


Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:



CITY OF SOUTH DAYTONA


William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:



FIRMS CERES ENVIRONMENTAL SERVICES INC.

By: 

David A. Preus, Senior Vice President

Dated: May 8, 2019

Attachments: A. RFP #19-PW-16
B. Firm Response to RFP
C. Attachment 1

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/2019

Purchasing Initials: CAW

Dated: 6/14/19

Attachment 1

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	\$85.02
1.2	Backhoe, Cat 416	1	HR	\$246.71
1.3	Wheel Loaders, Cat 950	1	HR	\$164.47
1.4	Wheel Loaders, Cat 966	1	HR	\$178.32
1.5	Wheel Loaders, Cat 980	1	HR	\$191.22
1.6	Tracked Loader, Cat 955	1	HR	\$255.52
1.7	Towed Loader w/Tractor	1	HR	\$190.44
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$103.88
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$109.07
1.10	Dozer, Cat D4	1	HR	\$198.25
1.11	Dozer, Cat D5	1	HR	\$202.65
1.12	Dozer, Cat D6	1	HR	\$209.26
1.13	Dozer, Cat D7	1	HR	\$229.09
1.14	Dozer, Cat D8	1	HR	\$255.52
1.15	Excavators, Cat 320	1	HR	\$152.35
1.16	Excavators, Cat 325	1	HR	\$198.25
1.17	Excavators, Cat 330	1	HR	\$229.09
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$119.03
1.19	Motor Grader, Cat 120G	1	HR	\$220.28
1.20	Crane, 30 TON	1	HR	\$605.95
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$277.01
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$311.64
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$118.00
1.24	Mechanized Broom	1	HR	\$102.02
1.25	Street Sweeper	1	HR	\$151.85
1.26	Water Truck, 2000 Gallon	1	HR	\$121.19
1.27	Stump Grinder, Vermeer 252	1	HR	\$519.39
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$112.10
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$472.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$519.39
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$562.67
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$112.54
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$177.00

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	\$95.23
2.2	Dump Truck, 16 to 20 CY	1	HR	\$95.23
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$103.88
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$103.88
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$109.07
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$109.07
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$109.07
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$159.30
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$177.00
3.3	Pickup Truck, 1 Ton	1	DAY	\$206.50
3.4	Box Truck, 3/4 Ton	1	DAY	\$236.00
3.5	Utility Van, 3/4 Ton	1	DAY	\$188.80
3.6	Passenger Van, 9 Passenger	1	DAY	\$200.00
3.7	Passenger Car, Full Size	1	DAY	\$141.60
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	\$94.17
4.2	Supervisor w/Pickup Truck	1	HR	\$94.17
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$94.17
4.4	Mechanic w/Truck and Tools	1	HR	\$76.06
4.5	Climber w/Gear	1	HR	\$67.07
4.6	Operator w/Chainsaw	1	HR	\$67.07
4.7	Laborer w/Tools	1	HR	\$42.76
4.8	Traffic Control Personnel	1	HR	\$42.76
4.9	Ticket Writers	1	HR	\$42.76
4.10	Clerical	1	HR	\$42.76
4.11	Administrative Assistant	1	HR	\$42.76

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	\$29.74
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications)	1	EA	\$236.97
5.3	Tree Debris: Leaners	1	EA	\$236.97
5.4	Tree Debris: Stumps	1	EA	\$236.97
5.5	Construction and demolition debris, including white goods	1	CY	\$18.96
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	TBD by no later than 30 days after emergency ev
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	TBD by no later than 30 days after emergency ev
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	\$69.74
6.2	Restoration of canal banks and slopes	1	LF	\$39.48
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$495.65
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$3,928.55
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$1,496.23
6.6	Provision of emergency potable water	1	GL	\$2.95
6.7	Provision of emergency ice	1	LB	\$2.25
6.8	Temporary bathrooms/port-o-lets	1	EA	\$297.46
6.9	Provision of temporary satellite phone	1	EA	\$2.98
6.10	Provisions of emergency generators - 25kw to 50kw	1	EA	\$995.00
6.11	Provisions of emergency generators - 50kw to 100kw	1	EA	\$1,480.00
6.12	Provisions of emergency generators - 100kw to 150kw	1	EA	\$1,998.00
6.13	Provisions of emergency generators - 250kw	1	EA	\$3,386.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$98.26
6.15	Grinding / Incinerating	1	CY	\$5.97

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS HAULING & DISPOSAL
Request for Proposal (RFP) 19-PW-16**

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between CrowderGulf Joint Venture, Inc., duly authorized to conduct business in the State of Florida and whose address is 5435 Business Parkway, Theodore, AL 36582, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-16), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR reimbursable expenses per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

[Signature]

CITY OF HOLLY HILL

[Signature]
Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

[Signature]

CITY OF NEW SMYRNA BEACH

[Signature]
Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

[Signature]

CITY OF SOUTH DAYTONA

[Signature]
William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

[Signature]

FIRMS

By: CrowderGulf Joint Venture, Inc.

[Signature]
John Ramsay, President & CEO

Dated: _____

Attachments: A. RFP #19-PW-16
B. Firm Response to RFP
C. Attachment 1

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: CPW

Dated: 6/14/19

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	\$75.00
1.2	Backhoe, Cat 416	1	HR	\$80.00
1.3	Wheel Loaders, Cat 950	1	HR	\$125.00
1.4	Wheel Loaders, Cat 966	1	HR	\$135.00
1.5	Wheel Loaders, Cat 980	1	HR	\$155.00
1.6	Tracked Loader, Cat 955	1	HR	\$125.00
1.7	Towed Loader w/Tractor	1	HR	\$85.00
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$115.00
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$130.00
1.10	Dozer, Cat D4	1	HR	\$95.00
1.11	Dozer, Cat D5	1	HR	\$115.00
1.12	Dozer, Cat D6	1	HR	\$160.00
1.13	Dozer, Cat D7	1	HR	\$170.00
1.14	Dozer, Cat D8	1	HR	\$185.00
1.15	Excavators, Cat 320	1	HR	\$110.00
1.16	Excavators, Cat 325	1	HR	\$125.00
1.17	Excavators, Cat 330	1	HR	\$140.00
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$75.00
1.19	Motor Grader, Cat 120G	1	HR	\$115.00
1.20	Crane, 30 TON	1	HR	\$200.00
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$140.00
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$175.00
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$120.00
1.24	Mechanized Broom	1	HR	\$65.00
1.25	Street Sweeper	1	HR	\$70.00
1.26	Water Truck, 2000 Gallon	1	HR	\$75.00
1.27	Stump Grinder, Vermeer 252	1	HR	\$85.00
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$90.00
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$550.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$600.00
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$625.00
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$130.00
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$90.00

Attachment 1

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	\$45.00
2.2	Dump Truck, 16 to 20 CY	1	HR	\$65.00
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$75.00
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$82.00
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$93.00
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$100.00
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$120.00
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$45.00
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$50.00
3.3	Pickup Truck, 1 Ton	1	DAY	\$55.00
3.4	Box Truck, 3/4 Ton	1	DAY	\$65.00
3.5	Utility Van, 3/4 Ton	1	DAY	\$70.00
3.6	Passenger Van, 9 Passenger	1	DAY	\$80.00
3.7	Passenger Car, Full Size	1	DAY	\$45.00
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	\$70.00
4.2	Supervisor w/Pickup Truck	1	HR	\$65.00
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$65.00
4.4	Mechanic w/Truck and Tools	1	HR	\$55.00
4.5	Climber w/Gear	1	HR	\$125.00
4.6	Operator w/Chainsaw	1	HR	\$40.00
4.7	Laborer w/Tools	1	HR	\$38.00
4.8	Traffic Control Personnel	1	HR	\$35.00
4.9	Ticket Writers	1	HR	\$35.00
4.10	Clerical	1	HR	\$32.00
4.11	Administrative Assistant	1	HR	\$32.00

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	\$16.65
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications) **NOTE: Cut & Hauled to DMS for Reduction**	1	EA	\$750.00
5.3	Tree Debris: Leaners	1	EA	\$16.95
5.4	Tree Debris: Stumps	1	EA	\$16.95
5.5	Construction and demolition debris, including white goods	1	CY	\$16.95
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	At Cost / Pass Thru
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	At Cost / Pass Thru
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	\$90.00
6.2	Restoration of canal banks and slopes	1	LF	\$28.00
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$200.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$65.00
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$20.00
6.6	Provision of emergency potable water	1	GL	\$0.85
6.7	Provision of emergency ice	1	LB	\$0.40
6.8	Temporary bathrooms/port-o-lets	1	EA	\$195.00 per week
6.9	Provision of temporary satellite phone	1	EA	\$140.00 per week**
6.10	Provisions of emergency generators - 25kw to 50kw (25 kW)	1	EA	\$750.00 / Day
6.11	Provisions of emergency generators - 50kw to 100kw (50 kW)	1	EA	\$1100.00 / Day
6.12	Provisions of emergency generators - 100kw to 150kw (100 kW)	1	EA	\$1350.00 / Day
6.13	Provisions of emergency generators - 250kw	1	EA	\$2200.00 / Day
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$24.00
6.15	Grinding / Incinerating	1	CY	\$3.60
CrowderGulf NOTES - BELOW:				
Section 5 - All inclusive services: Includes collection, hauling to DMS, DMS Management, Reduction, Haul Out of Reduced Debris to Final Disposal. ALL TIPPING / DISPOSAL FEES are a pass through cost to client at no mark up.				
Line Items 6.6 and 6.7 - Rate does not include delivery, freight, staging, etc. for Ice and Water.				
Line Item 6.8 - Typically Portalets are rented by the week or month, rather than each. The rate includes servicing once per week. Additional costs will include delivery, setup, and removal and any additional servicing of units.				
Line Item 6.9 - Temporary Satellite Phones includes rental of phone per week. Does not include any additional minutes that may be required.				
Line Items 6.10-6.13 - Typically generators are rented by the day, week or month - not Each. The above rate is a daily rate and does not include delivery, fuel, setup and take away. These items will be invoiced to contractor and passed along to client.				
Section 6: Tipping / Disposal fees for these line items will be a pass through cost to client with no mark up.				

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15**

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Rostan Solutions, LLC, duly authorized to conduct business in the State of Florida and whose address is 3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-15), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR per the rate sheet "Attachment 1", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Cities:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

Les Gillis, City Manager
City of South Daytona
1672 S. Ridgewood Ave.
South Daytona, FL 32119

For Contractor:

Sam Rosania _____, Exec. V.P. _____ (Name, Title)
Rostan Solutions, LLC _____ (Company)
3433 Lithia Pinecrest Road, Suite 287 _____ (Address)
Valrico, FL 33596 _____ (City, State, Zip)
813-333-7042 | Cell: 813-505-1313 _____ (Phone)

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITIES AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITIES under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:

[Signature]

CITY OF HOLLY HILL

[Signature]
Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:

[Signature]

CITY OF NEW SMYRNA BEACH

[Signature]
Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:

[Signature]

CITY OF SOUTH DAYTONA

[Signature]
William C. Hall, Mayor

Dated: 06/24/19

WITNESSES:

[Signature]

FIRMS

By: [Signature]

Sam Rosania, Executive Vice President

Dated: 5/10/2019

Attachments: A. RFP #19-PW-15
B. Firm Response to RFP
C. Attachment 1 – Rate Sheet

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: CAW

Dated: 6/14/19

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.

	DESCRIPTION	Price Per Hour
A	Project Manager	\$ 85.00
B	Field Supervisor	\$ 50.00
C	Loading Site Monitors	\$ 38.00
D	TDSRS Monitors	\$ 33.00
E	Debris Site Tower Monitors	\$ 33.00
F	Roving Monitors / Field Coordinators	\$ 38.00
G	Operations Manager	\$ 80.00
H	Data Manager	\$ 65.00
I	Administrative Assistant	\$ 30.00
J	FEMA Coordinator	\$ 120.00
K	Scheduler / Expediter	\$ 30.00
L	GIS Specialist	\$ 65.00
M	Environmental Specialist	\$ 65.00
N	Billing and Invoice Analyst	\$ 35.00
O	Data Entry Clerk	\$ 0.00

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion, fraud, or otherwise illegal action.



 Authorized Signature

Sam Rosania, Executive Vice President

 Printed Name & Title

Rostan Solutions, LLC

 Company

5/10/2019

 Date

3433 Lithia Pinecrest Road, Suite 287

 Address

Valrico, FL 33596

 City, State, Zip Code

813-333-7042 | Cell: 813-505-1313

 Telephone No.

srosania@rostan.com

 Email

**AMENDED
CONTRACTOR AGREEMENT
EMERGENCY DEBRIS MONITORING SERVICES
Request for Proposal (RFP) 19-PW-15**

THIS AGREEMENT is made and entered into this _____ day of June, 2019, by and between Thompson Consulting Services, LLC, duly authorized to conduct business in the State of Florida and whose address is 135 Townpark Ave Ste 210 Lake Mary, FL 32746, hereinafter, called "CONTRACTOR," and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL 32168 and the **CITY OF SOUTH DAYTONA**, a political subdivision of the State of Florida, whose address is 1672 S. Ridgewood Ave, South Daytona, FL 32139, hereinafter called "CITIES."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #19-PW-15), and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the individual Cities and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of each of the Cities based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. Each City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the individual Cities of the Joint Procurement shall pay the CONTRACTOR per the rate sheet "Attachment I", including or excluding reimbursable expenses as mutually agreed upon by the individual Joint Procurement Cities. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the individual CITIES of the Joint Procurement monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the Joint Procurement Cities, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by each City of the Joint Procurement.

WITNESSES:



CITY OF HOLLY HILL



Chris Via, Mayor

Dated: 6/24/2019

WITNESSES:



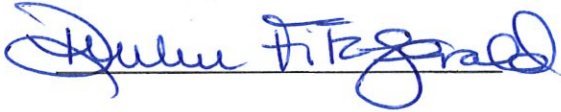
CITY OF NEW SMYRNA BEACH



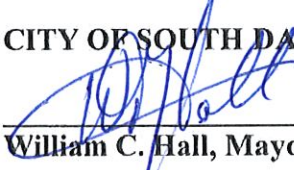
Russ Owen, Mayor

Dated: 6/10/2019

WITNESSES:



CITY OF SOUTH DAYTONA



William C. Hall, Mayor

Dated: 06/24/18

WITNESSES:



FIRMS

By: Thompson Consulting Services, LLC



Dated: 5/10/2019

Attachments: A. RFP #19-PW-15
B. Firm Response to RFP
C. Attachment 1 – Rate Sheet

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

Approved as to form and correctness:

Carrie Avallone

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: cpw

Dated: 6-11-19

AMENDED
PROPOSAL SUMMARY FORM
RFP 19-PW-15
EMERGENCY DEBRIS MONITORING SERVICES

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Emergency Debris Monitoring Services.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City.

	DESCRIPTION	Price Per Hour
A	Project Manager	\$ 68.00
B	Field Supervisor	\$ 49.00
C	Loading Site Monitors	\$ 35.50
D	TDSRS Monitors	\$ 0.00
E	Debris Site Tower Monitors	\$ 34.50
F	Roving Monitors / Field Coordinators	\$ 0.00
G	Operations Manager	\$ 59.00
H	Data Manager	\$ 65.00
I	Administrative Assistant	\$ 18.50
J	FEMA Coordinator	\$ 95.00
K	Scheduler / Expediter	\$ 0.00
L	GIS Specialist	\$ 55.00
M	Environmental Specialist	\$ 65.00
N	Billing and Invoice Analyst	\$ 50.00
O	Data Entry Clerk	\$ 18.50

RFP 19-PW-15 Emergency Debris Monitoring Services

39

1) Positions marked as \$0.00 will not be required to complete the scope of work requested by the Cities, and therefore will not be billed to the Cities.

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES. PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion , fraud, or otherwise illegal action.


Authorized Signature

Jon Hoyle, President
Printed Name & Title

Thompson Consulting Services, LLC
Company

5/10/2019
Date

1135 Townpark Avenue, Suite 2101
Address

Lake Mary, Florida 32746
City, State, Zip Code

407-792-0018
Telephone No.

jhoyle@thompsoncs.net
Email

Attachment: Exhibit A - Contractor Agreements (2025-R-37 : Debris Hauling and Monitoring Renewals)

**CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
Ceres Environmental Services, Inc.**

WHEREAS, the City of HOLLY HILL (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Ceres Environmental Services Inc.; and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

NOW, THEREFORE, THE CITY AND CERES ENVIRONMENTAL SERVICES Inc., AGREE AS FOLLOWS:

1. The City and Ceres Environmental Services Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Services, RFP 19-PW-16, in accordance with the original contract, RFP 19-PW-16 Professional Emergency Debris Hauling & Disposal Services specifications, terms and conditions are to remain the same, excluding Contract (attached hereto as Exhibit "A" ATTACHMENT Revised Price Proposal Form) Ceres Environmental Services, Inc. is exercising our request for Authorization of Change to include an annual price adjustment tied to CPI. Pursuant to this extension agreement, the contract is hereby being extended through to June 10, 2026.

2. The term of this contract renewal agreement shall commence upon June 11, 2025 through June 10, 2026.

CITY OF HOLLY HILL

CERES ENVIRONMENTAL SERVICES INC.

By: _____

By: _____

Tia Laurie, Corporate Secretary

Date: _____

Date: _____

Attest: _____

APPROVED AS TO CORRECTNESS AND FORM:

By: _____

Date: _____

END OF CONTRACT FOR SERVICES

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE	2.8% CPI INCREASE RATE
1	SECTION 1.	HEAVY EQUIPMENT			
1.1	Skid Steer Loader, Bobcat	1	HR	\$85.02	\$87.40
1.2	Backhoe, Cat 416	1	HR	\$246.71	\$253.62
1.3	Wheel Loaders, Cat 950	1	HR	\$164.47	\$169.08
1.4	Wheel Loaders, Cat 966	1	HR	\$178.32	\$183.31
1.5	Wheel Loaders, Cat 980	1	HR	\$191.22	\$196.57
1.6	Tracked Loader, Cat 955	1	HR	\$255.52	\$262.67
1.7	Towed Loader w/Tractor	1	HR	\$190.44	\$195.77
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$103.88	\$106.79
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$109.07	\$112.12
1.10	Dozer, Cat D4	1	HR	\$198.25	\$203.80
1.11	Dozer, Cat D5	1	HR	\$202.65	\$208.32
1.12	Dozer, Cat D6	1	HR	\$209.26	\$215.12
1.13	Dozer, Cat D7	1	HR	\$229.09	\$235.50
1.14	Dozer, Cat D8	1	HR	\$255.52	\$262.67
1.15	Excavators, Cat 320	1	HR	\$152.35	\$156.62
1.16	Excavators, Cat 325	1	HR	\$198.25	\$203.80
1.17	Excavators, Cat 330	1	HR	\$229.09	\$235.50
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$119.03	\$122.36
1.19	Motor Grader, Cat 120G	1	HR	\$220.28	\$226.45
1.20	Crane, 30 TON	1	HR	\$605.95	\$622.92
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$277.01	\$284.77
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$311.64	\$320.37
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$118.00	\$121.30
1.24	Mechanized Broom	1	HR	\$102.02	\$104.88
1.25	Street Sweeper	1	HR	\$151.85	\$156.10
1.26	Water Truck, 2000 Gallon	1	HR	\$121.19	\$124.58
1.27	Stump Grinder, Vermeer 252	1	HR	\$519.39	\$533.93
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$112.10	\$115.24
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$472.00	\$485.22
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$519.39	\$533.93
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$562.67	\$578.42
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$112.54	\$115.69
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$177.00	\$181.96

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE	2.8% CPI INCREASE RATE
2	SECTION 2.	HAUL VEHICLES			
2.1	Dump Truck, 10 to 15 CY	1	HR	\$95.23	\$97.90
2.2	Dump Truck, 16 to 20 CY	1	HR	\$95.23	\$97.90
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$103.88	\$106.79
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$103.88	\$106.79
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$109.07	\$112.12
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$109.07	\$112.12
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$109.07	\$112.12
3	SECTION 3.	TRANSPORTATION VEHICLES			
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$159.30	\$163.76
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$177.00	\$181.96
3.3	Pickup Truck, 1 Ton	1	DAY	\$206.50	\$212.28
3.4	Box Truck, 3/4 Ton	1	DAY	\$236.00	\$242.61
3.5	Utility Van, 3/4 Ton	1	DAY	\$188.80	\$194.09
3.6	Passenger Van, 9 Passenger	1	DAY	\$200.00	\$205.60
3.7	Passenger Car, Full Size	1	DAY	\$141.60	\$145.56
4	SECTION 4.	PERSONNEL			
4.1	Superintendent w/Pickup Truck	1	HR	\$94.17	\$96.81
4.2	Supervisor w/Pickup Truck	1	HR	\$94.17	\$96.81
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$94.17	\$96.81
4.4	Mechanic w/Truck and Tools	1	HR	\$76.06	\$78.19
4.5	Climber w/Gear	1	HR	\$67.07	\$68.95
4.6	Operator w/Chainsaw	1	HR	\$67.07	\$68.95
4.7	Laborer w/Tools	1	HR	\$42.76	\$43.96
4.8	Traffic Control Personnel	1	HR	\$42.76	\$43.96
4.9	Ticket Writers	1	HR	\$42.76	\$43.96
4.10	Clerical	1	HR	\$42.76	\$43.96
4.11	Administrative Assistant	1	HR	\$42.76	\$43.96

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE	2.8% CPI INCREASE RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES			
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	\$29.74	\$30.57
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications)	1	EA	\$236.97	\$243.61
5.3	Tree Debris: Leaners	1	EA	\$236.97	\$243.61
5.4	Tree Debris: Stumps	1	EA	\$236.97	\$243.61
5.5	Construction and demolition debris, including white goods	1	CY	\$18.96	\$19.49
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	TBD by no later than 30 days after emergency event	TBD by no later than 30 days after emergency event
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	TBD by no later than 30 days after emergency event	TBD by no later than 30 days after emergency event
6	SECTION 6.	OPTIONAL SERVICES			
6.1	Debris removal from lakes and canals	1	CY	\$69.74	\$71.69
6.2	Restoration of canal banks and slopes	1	LF	\$39.48	\$40.59
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$495.65	\$509.53
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$3,928.55	\$4,038.55
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$1,496.23	\$1,538.12
6.6	Provision of emergency potable water	1	GL	\$2.95	\$3.03
6.7	Provision of emergency ice	1	LB	\$2.95	\$3.03
6.8	Temporary bathrooms/port-o-lets	1	EA	\$297.46	\$305.79
6.9	Provision of temporary satellite phone	1	EA	\$2.98	\$3.06
6.10	Provisions of emergency generators - 25kw to 50kw	1	EA	\$995.00	\$1,022.86
6.11	Provisions of emergency generators - 50kw to 100kw	1	EA	\$1,480.00	\$1,521.44
6.12	Provisions of emergency generators - 100kw to 150kw	1	EA	\$1,998.00	\$2,053.94
6.13	Provisions of emergency generators - 250kw	1	EA	\$3,386.00	\$3,480.81
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$98.26	\$101.01
6.15	Grinding / Incinerating	1	CY	\$5.97	\$6.14

per week
per minute
per 8-hour day
per 8-hour day
per 8-hour day
per 8-hour day

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES

WHEREAS, the City of Holly Hill (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Crowder Gulf Joint Venture, Inc.; and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

NOW, THEREFORE, THE CITY AND CROWDER GULF JOINT VENTURE, Inc., AGREE AS FOLLOWS:

1. The City and Crowder Gulf Joint Venture, Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.
2. According to the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index over the last twelve (12) months, the all items index has increased two point eight percent (2.8%). At this time CrowderGulf is requesting a price increase of two point eight percent (2.8%).
3. The term of this contract renewal agreement shall commence upon the final signature on this document, June 11, 2025, and is for a one-year renewal through June 11, 2026.

CITY OF HOLLY HILL

CROWDER GULF JOINT VENTURE, INC.

By: _____
Joseph Forte, City Manager

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

Date: _____

Date: 04/02/2025

Attest: _____
Valerie Manning, City Clerk



APPROVED AS TO CORRECTNESS AND FORM:

By: _____
City Attorney

Date: _____

EXHIBIT “F” – RATE SCHEDULE

CrowderGulf CPI Pricing (2.8%)

City of South Daytona,
City of Holly Hill &
City of New Smyrna Beach, FL

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

May 9, 2019

Due to the lack of clarity regarding Exhibit F, CrowderGulf has provided the Original Exhibit F and the additional Exhibit F included with Addendum 2. We have made several notes regarding the schedule and line items. If the City requires additional clarification, we would be more than happy to discuss our additions and suggested edits to the bid schedule.

JOINT PROCUREMENT
Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

CrowderGulf CPI Pricing (2.8%)

#	DESCRIPTION	QTY	UOM	RATE
1	SECTION 1.	HEAVY EQUIPMENT		
1.1	Skid Steer Loader, Bobcat	1	HR	\$77.10
1.2	Backhoe, Cat 416	1	HR	\$82.24
1.3	Wheel Loaders, Cat 950	1	HR	\$128.50
1.4	Wheel Loaders, Cat 966	1	HR	\$138.78
1.5	Wheel Loaders, Cat 980	1	HR	\$159.34
1.6	Tracked Loader, Cat 955	1	HR	\$128.50
1.7	Towed Loader w/Tractor	1	HR	\$87.38
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$118.22
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$133.64
1.10	Dozer, Cat D4	1	HR	\$97.66
1.11	Dozer, Cat D5	1	HR	\$118.22
1.12	Dozer, Cat D6	1	HR	\$164.48
1.13	Dozer, Cat D7	1	HR	\$174.76
1.14	Dozer, Cat D8	1	HR	\$190.18
1.15	Excavators, Cat 320	1	HR	\$113.08
1.16	Excavators, Cat 325	1	HR	\$128.50
1.17	Excavators, Cat 330	1	HR	\$143.92
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$77.10
1.19	Motor Grader, Cat 120G	1	HR	\$118.22
1.20	Crane, 30 TON	1	HR	\$205.60
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$143.92
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$179.90
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$123.36
1.24	Mechanized Broom	1	HR	\$66.82
1.25	Street Sweeper	1	HR	\$71.96
1.26	Water Truck, 2000 Gallon	1	HR	\$77.10
1.27	Stump Grinder, Vermeer 252	1	HR	\$87.38
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$92.52
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$565.40
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$616.80
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$642.50
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$133.64
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$92.52

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
2	SECTION 2.	HAUL VEHICLES		
2.1	Dump Truck, 10 to 15 CY	1	HR	\$46.26
2.2	Dump Truck, 16 to 20 CY	1	HR	\$66.82
2.3	Trailer Dump w/Tractor, 30 to 40 CY	1	HR	\$77.10
2.4	Trailer Dump w/Tractor, 41 to 50 CY	1	HR	\$84.30
2.5	Trailer Dump w/Tractor, 51 to 60 CY	1	HR	\$95.60
2.6	Trailer Dump w/Tractor, 61 to 70 CY	1	HR	\$102.80
2.7	Walking Floor Trailer w/Tractor, 100 CY	1	HR	\$123.36
3	SECTION 3.	TRANSPORTATION VEHICLES		
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$46.26
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$51.40
3.3	Pickup Truck, 1 Ton	1	DAY	\$56.54
3.4	Box Truck, 3/4 Ton	1	DAY	\$66.82
3.5	Utility Van, 3/4 Ton	1	DAY	\$71.96
3.6	Passenger Van, 9 Passenger	1	DAY	\$82.24
3.7	Passenger Car, Full Size	1	DAY	\$46.26
4	SECTION 4.	PERSONNEL		
4.1	Superintendent w/Pickup Truck	1	HR	\$71.96
4.2	Supervisor w/Pickup Truck	1	HR	\$66.82
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$66.82
4.4	Mechanic w/Truck and Tools	1	HR	\$56.54
4.5	Climber w/Gear	1	HR	\$128.50
4.6	Operator w/Chainsaw	1	HR	\$41.12
4.7	Laborer w/Tools	1	HR	\$39.06
4.8	Traffic Control Personnel	1	HR	\$35.98
4.9	Ticket Writers	1	HR	\$35.98
4.10	Clerical	1	HR	\$32.90
4.11	Administrative Assistant	1	HR	\$32.90

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F

#	DESCRIPTION	QTY	UOM	RATE
5	SECTION 5.	ALL-INCLUSIVE SERVICES		
5.1	Vegetative debris - Right of Way / Public Property (includes all other vegetative debris, including tree debris that would not fall into the category of leaners, hangers, and stumps.	1	CY	\$17.12
5.2	Tree Debris: Hangers, Leaners, Stumps (cradle to grave price, to include and not limit to resetting, cutting, removing, preparation for collection of those specific items in accordance with specifications) **NOTE: Cut & Hauled to DMS for Reduction**	1	EA	\$771.00
5.3	Tree Debris: Leaners	1	EA	\$17.42
5.4	Tree Debris: Stumps	1	EA	\$17.42
5.5	Construction and demolition debris, including white goods	1	CY	\$17.42
5.6	Disposal Fee of Processed vegetative debris (Final Disposal Site) *TBD by no later than 30 days after emergency event	1	CY/Per Ton	At Cost / Pass Thru
5.7	Disposal Fee of Compacted C & D mixed and other non-vegetative materials (Final Disposal Site) *TBD by no later than 30 days after	1	CY/Per Ton	At Cost / Pass Thru
6	SECTION 6.	OPTIONAL SERVICES		
6.1	Debris removal from lakes and canals	1	CY	\$92.52
6.2	Restoration of canal banks and slopes	1	LF	\$28.78
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$205.60
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$66.82
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$20.56
6.6	Provision of emergency potable water	1	GL	\$0.87
6.7	Provision of emergency ice	1	LB	\$0.41
6.8	Temporary bathrooms/port-o-lets	1	EA	\$200*46 per week
6.9	Provision of temporary satellite phone	1	EA	\$143 *92 per week**
6.10	Provisions of emergency generators - 25kw to 50kw (25 kW)	1	EA	\$771.00/ Day
6.11	Provisions of emergency generators - 50kw to 100kw (50 kW)	1	EA	\$1130.80 / Day
6.12	Provisions of emergency generators - 100kw to 150kw (100 kW)	1	EA	\$1387.80 / Day
6.13	Provisions of emergency generators - 250kw	1	EA	\$2261.60 / Day
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$24.67
6.15	Grinding / Incinerating	1	CY	\$3.70
CrowderGulf NOTES - BELOW:				
Section 5 - All inclusive services: Includes collection, hauling to DMS, DMS Management, Reduction, Haul Out of Reduced Debris to Final Disposal. ALL TIPPING / DISPOSAL FEES are a pass through cost to client at no mark up.				
Line Items 6.6 and 6.7 - Rate does not include delivery, freight, staging, etc. for Ice and Water.				
Line Item 6.8 - Typically Portalets are rented by the week or month, rather than each. The rate includes servicing once per week. Additional costs will include delivery, setup, and removal and any additional servicing of units.				
Line Item 6.9 - Temporary Satellite Phones includes rental of phone per week. Does not include any additional minutes that may be required.				
Line Items 6.10-6.13 - Typically generators are rented by the day, week or month - not Each. The above rate is a daily rate and does not include delivery, fuel, setup and take away. These items will be invoiced to contractor and passed along to client.				
Section 6: Tipping / Disposal fees for these line items will be a pass through cost to client with no mark up.				

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Reference to RFP Scope of Services			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a City approved DMS location or City Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
0-15 Miles Veg from Right of Way (ROW) to Debris management Site (DMS) Vegetative collect and removal for a haul distance up to 15 miles	50,000	\$8.02	\$401,000.00
16-30 Miles Veg from ROW to DMS Vegetative collect and removal for a haul distance between 16 and 30 miles	50,000	\$8.02	\$401,000.00
31-60 Miles Veg from ROW to DMS Vegetative collect and removal for a haul distance between 31 and 60 miles	50,000	\$8.22	\$411,000.00
60+ Miles Veg from ROW to DMS Vegetative collect and removal for a haul distance greater than 60 miles	50,000	\$8.22	\$411,000.00
Single Price Veg from ROW to DMS Asingle price vegetative collect and removal for any haul distance	50,000	\$8.22	\$411,000.00
3. Eligible ROW C&D Collect and Haul Work consists of the collection and transportation of Eligible C&D debris on the ROW.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
0-15 Miles C&D from ROW to DMS C&D collect and removal for a haul distance up to 15 miles	10,000	\$8.02	\$80,200.00
16-30 Miles C&D from ROW to DMS C&D collect and removal for a haul distance between 16 and 30 miles	10,000	\$8.02	\$80,200.00
31-60 Miles C&D from ROW to DMS C&D collect and removal for a haul distance between 31 and 60 miles	10,000	\$8.22	\$82,200.00
60+ Miles C&D from ROW to DMS C&D collect and removal for a haul distance greater than 60 miles	10,000	\$8.22	\$82,200.00
Single Price C&D from ROW to DMS Asingle price C&D collect and removal for any haul distance	10,000	\$8.22	\$82,200.00
4. DMS Management and Reduction (Grinding/Incineration) Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Grinding Grinding/chipping vegetative debris CrowderGulf will honor this rate for C&D compaction, if needed	50,000	\$3.08	\$154,000.00
Air Curtain Burning Air Curtain Burning vegetative debris	50,000	\$2.06	\$103,000.00
Debris Management Site Management Preparation, management, and segregating at debris management site	50,000	\$1.03	\$51,500.00
5. Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a City approved DMS location to a City Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
0-15 Miles Veg from ROW or DMS to Final Disposal Vegetative collect and removal for a haul distance up to 15 miles	50,000	\$3.08	\$154,000.00
16-30 Miles Veg from ROW or DMS to Final Disposal Vegetative collect and removal for a haul distance between 16 and 30 miles	50,000	\$4.11	\$205,500.00
31-60 Miles Veg from ROW or DMS to Final Disposal Vegetative collect and removal for a haul distance between 31 and 60 miles	50,000	\$3.08	\$154,000.00
60+ Miles Veg from ROW or DMS to Final Disposal Vegetative collect and removal for a haul distance greater than 60 miles	50,000	\$7.20	\$360,000.00
Single Price Veg from ROW or DMS to Final Disposal Asingle price vegetative collect and removal for any haul distance	50,000	\$7.20	\$360,000.00
Tipping Fees (Vegetative) Fees includes negotiated contract price or pass through amount for vegetative	50,000	Pass Thru	Pass Thru

Line Item 5 is for hauling from DMS to Final only. There is a significant price difference from ROW to Final versus DMS to Final.

**Exhibit F
Price Sheet****City of Holly Hill****SCHEDULE 1
HOURLY RATE PRICE SCHEDULE**

Tipping Fees (C&D)	10,000	Pass Thru	Pass Thru
Fees includes negotiated contract price or pass through amount for C&D			

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

6. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul).	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	100	\$46.26	\$4,626.00
13 inch to 24.99 inch diameter Eligible Leaning Tree	75	\$92.52	\$6,939.00
25 inch to 36.99 inch diameter Eligible Leaning Tree	25	\$154.20	\$3,855.00
37 inch to 48.99 inch diameter Eligible Leaning Tree	10	\$257.00	\$2,570.00
49 inch and larger diameter Eligible Leaning Tree	5	\$411.20	\$2,056.00
(Per tree) Removal of Eligible Hanging Limbs >2"	500	\$82.24	\$41,120.00
7. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS location or City Designated Final Disposal Site. Stumps will only be removed at direction of City after FEMA approval.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	\$154.20	\$1,542.00
37 inch to 48.99 inch diameter Eligible Stump	5	\$308.40	\$1,542.00
49 inch and larger diameter Eligible Stump	5	\$411.20	\$2,056.00
Stump Fill Dirt Fill dirt for stump holes after removal		\$51.40	
8. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	500	\$8.22	\$4,110.00
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
Solid type hazardous material	500	\$5.09	\$2,545.00
10. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated City approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved DMS location to a City designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	\$71.96	\$3,598.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$41.12	\$2,056.00

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

11. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Estimated Quantity	\$ Per Unit	Total
	1,000	\$41.12	\$41,120.00
12. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	100	\$0.51	\$51.00
13. Boat Removal The Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements Land Based Operations	Estimated Quantity	\$ Per Unit	Total
	10	\$925.20	\$9,252.00
14. Vehicle Removal The Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	Estimated Quantity	\$ Per Unit	Total
	10	\$257.00	\$2,570.00
15. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
a. Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster "Land Based"	250	\$41.12	\$10,280.00
b. Sand Screening - The Contractor shall screen all sand to remove eligible debris deposited as a result of a natural or manmade disaster	500	\$10.28	\$5,140.00
c. Debris Removal from Storm Drains and Catch Basins- The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster.	750	\$15.42	\$11,565.00
16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Non-RACM Structures demolition, removal, transport and disposal	20,000	\$14.39	\$287,800.00
17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
RACM Structures demolition, removal, transport and disposal	5,000	\$25.70	\$128,500.00
Total Estimated Cost of All Scope of Service Items:		\$4,558,893.00	

Water Based
Rate: \$92.52

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator	Hourly Rate	Day Rate
(includes fuel and maintenance costs)		
15-24 Cubic Yard Dump Truck	\$80.18	\$641.47
17 Cubic Yard Clam Truck	\$118.22	\$945.76
20 Cubic Yard Clam Truck	\$118.22	\$945.76
25-34 Cubic Yard Dump Truck	\$84.30	\$674.37
30 Ton or Larger Crane	\$164.48	\$1,315.84
35-44 Cubic Yard Dump Truck	\$89.44	\$715.49
45-54 Cubic Yard Dump Truck	\$99.72	\$797.73
50' Bucket Truck	\$154.20	\$1,233.60
5-14 Cubic Yard Dump Truck	\$61.68	\$493.44
55-64 Cubic Yard Dump Truck	\$104.86	\$838.85
65-74 Cubic Yard Dump Truck	\$115.14	\$921.09
75+ Cubic Yard Dump Truck	\$128.50	\$1,028.00
Bobcat Loader	\$77.10	\$616.80
D-6 Dozers or Equivalent	\$164.48	\$1,315.84
Diamond Z or Equivalent Tub Grinder	\$693.90	\$5,551.20
Equipment Transports	\$133.64	\$1,069.12
John Deere 544 Loader or Equivalent	\$128.50	\$1,028.00
Motor Grader	\$133.64	\$1,069.12
Rubber Tire Backhoe	\$87.38	\$699.04
Service Trucks	\$71.96	\$575.68
Stump Grinder	\$133.64	\$1,069.12
Track-Hoes-John Deere 690 or Equivalent	\$133.64	\$1,069.12
Tractor with Box Blade	\$61.68	\$493.44
Water Truck (2,000 Gallon)	\$71.96	\$575.68
Wheel-Loader 644 or Equivalent	\$143.92	\$1,151.36

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$19.53	\$156.26
1" Suction or Discharge Hose	\$5.14	\$41.12
12 Ton Lowboy	\$123.36	\$986.88
12' Work Boat with Motor	\$30.84	\$246.72
12' Work Boat without Motor	\$20.56	\$164.48
185 CFM Compressor	\$25.70	\$205.60
2" Chemical Suction or Discharge Hose	\$5.14	\$41.12
2" Diaphragm Pump	\$22.62	\$180.93
2" Diaphragm Pump S.S.	\$38.04	\$304.29
2" Suction or Discharge Hose	\$5.14	\$41.12
20' Response Trailer	\$56.54	\$452.32
3" Chemical Suction or Discharge Hose	\$5.14	\$41.12
3" Diaphragm Pump	\$21.59	\$172.70

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Suction or Discharge Hose	\$5.14	\$41.12
3"X12' Absorbent Boom – Universal	\$71.96	Bale of 4
30 Gallon Over-pack	\$71.96	Each
36' Response Trailer	\$66.82	\$534.56
4 mil 20X100 Polyethylene	\$66.82	Per Roll
4000-5000 Watt Generator	\$35.98	\$287.84
5"X1 0' Absorbent Boom- Petroleum	\$123.36	Bale of 4
50 Ton Lowboy	\$133.64	\$1,069.12
55 – Gallon Drum Liners, 10 mil	\$9.25	Each
55 – Gallon Drums	\$51.40	Each
6 mil 20X100 Polyethylene	\$71.96	Per Roll
6 mil Bags	\$77.10	Per Roll
8"X1 0' Absorbent Boom – Petroleum	\$169.62	Bale of 4
95 Gallon Poly Over-pack	\$251.86	Each
Absorbent Pads Bundle – Petroleum	\$77.10	Per Bundle
Absorbent Pads Bundle – Universal	\$128.50	Per Bundle
Acid Suit	\$97.66	Each
Administrative Assistant	\$51.40	\$411.20
Air Blower	\$5.14	\$41.12
Air Filtration Panel	\$8.22	\$65.79
Air-hose Section	\$5.14	\$41.12
Airless Spray	\$5.14	\$41.12
Airline Respirator (includes 150' of Airline)	\$30.84	\$246.72
Asbestos Abatement Supervisor	\$61.68	\$493.44
Asbestos Abatement Worker	\$51.40	\$411.20
Asbestos Inspector	\$56.54	\$452.32
Backhoe	\$87.38	\$699.04
Backhoe Extend-a-hoe	\$102.80	\$822.40
Barrel Cart	\$5.14	\$41.12
Boot Covers	\$12.34	Per Pair
Box Truck	\$46.26	\$370.08
Bulldozer D4or Equivalent	\$107.94	\$863.52
Cascade Air System Per Employee	\$15.42	\$123.36
Caution/Hazard Tape	\$15.42	Per Roll
Chemist	\$77.10	\$616.80
Circular Saw	\$5.14	\$41.12
Clerical	\$39.06	\$312.51
Climber with Gear	\$125.42	\$1,003.33
Combustible Gas Indicator	\$17.48	\$139.81
Cotton or Latex Gloves	\$3.08	Per Pair
Cutting Torch	\$5.14	\$41.12

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Detector Tubes	\$20.56	Each
DOT Hazardous Waste Labels	\$43.18	Per Box
Drill with Bits	\$6.17	\$49.34
Duct Tape	\$4.11	Per Roll
Dump Truck	\$77.10	\$616.80
Electrical Cord Section (50')	\$4.11	\$32.90
Equipment Operator	\$46.26	\$370.08
Extension Ladders	\$5.14	\$41.12
Fiber Drums	\$45.23	\$361.86
Field Hazardous Material Manager	\$133.64	\$1,069.12
Field Hazardous Material Technician	\$51.40	\$411.20
Field Project Foreman	\$49.34	\$394.75
Field Project Supervisor	\$61.68	\$493.44
Fire Extinguisher	\$35.98	Per Handheld
First Aid Station	\$28.78	\$230.27
Flatbed Trailer	\$56.54	\$452.32
Foreman with Truck	\$51.40	\$411.20
Grounding Cable and Rod	\$5.14	\$41.12
Hand Auger, Stainless Steel	\$5.14	\$41.12
Hand Operated Transfer Pump	\$5.14	\$41.12
Hand Tools Per Employee (Shovels, brooms, etc.)	\$5.14	\$41.12
Handheld Radios	\$5.14	\$41.12
Hazardous Material Containment Area Foreman	\$61.68	\$493.44
Hazardous Material Containment Area Manager	\$77.10	\$616.80
Hazardous Material Containment Area Supervisor	\$82.24	\$657.92
Hazardous Material Containment Area Technician	\$56.54	\$452.32
Hazcat Kit	\$46.26	Per Kit
Health and Safety Specialist	\$61.68	\$493.44
Hearing Protection	\$4.11	Each
HEPA Vac	\$39.06	\$312.51
High Hazard Personnel Decontamination	\$28.78	Per Kit
Inspector with Vehicle	\$46.26	\$370.08
Kappler Tape	\$25.70	Per Roll
Laborer	\$28.78	\$230.27
Leather Work Gloves	\$8.22	Per Pair
Level A Suit – Kappler Responder or Equal	\$771.00	Each
Level B Suite- Kappler Responder or Equal	\$359.80	Each
Low Hazard Personnel Decontamination	\$10.28	Per Kit
Mechanized Broom	\$56.54	\$452.32
Nitrile Gloves	\$12.34	Per Pair
Noeprrene Gloves	\$7.20	Per Pair

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Office Trailer	\$35.98	\$287.84
Oil Dry	\$12.34	Per Bag
Oil Dry Spreader	\$4.11	\$32.90
Operator with Chainsaw	\$46.26	\$370.08
Passenger Car	\$20.56	\$164.48
Peat Moss	\$66.82	\$520.534.56
Personal Protective Equipment/Level A Employee	\$1,233.60	\$9,868.80
Personal Protective Equipment/Level B Employee	\$514.00	\$4,112.00
Personal Protective Equipment/Level C Employee	\$328.96	\$2,631.68
Personnel Retrieval Harness	\$5.14	\$41.12
Personnel Retrieval System	\$8.22	\$65.80
Ph Paper	\$28.78	Per Box
Photographic Equipment	\$9.25	\$74.02
Photoionization Detector	\$18.50	\$148.03
Pickup Truck	\$28.78	\$230.27
Pickup Truck, 1 Ton	\$35.98	\$287.84
Pickup Truck, 4X4	\$35.98	\$287.84
Pickup Truck, Extended Cab	\$30.84	\$246.72
Port a John	\$8.22	\$65.79
Portable Eyewash Station	\$25.70	\$205.60
Portable Light Stand	\$30.84	\$246.72
Pressure Washer	\$30.84	\$246.72
Project Coordinator	\$80.18	\$641.47
Project Engineer	\$82.24	\$657.92
Project Geologist	\$82.24	\$657.92
Proshield	\$94.58	Each
PVC Boots (Hazmat)	\$9.25	Per Pair
PVC Gloves	\$1.03	Per Pair
Rain Suit	\$35.98	Each
Regulatory Manager	\$143.92	\$1,151.36
Respirator Airline, 50' Section	\$5.14	\$41.12
Respirator Cartridges	\$32.90	Each
Respirator Wipes	\$30.84	Per Box
Safety Superintendent	\$61.68	\$493.44
Saranex	\$22.62	Each
SCBA Bottle Refill	\$18.50	Each
Silvershield Gloves	\$14.39	Each
Skid Steer	\$97.66	\$781.28
Small Compressor	\$15.42	\$123.36
Soda Ash Bag	\$35.98	Per Bag
Spike Bar	\$30.84	Each

Exhibit F
Price Sheet

City of Holly Hill

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Spill Classifier	\$15.42	Each
Step Ladders	\$5.14	\$41.12
Superintendent with Truck	\$66.82	\$534.56
Survey Personnel with Vehicle	\$41.12	\$328.96
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$5.14	\$41.12
Toxic Gas Detector	\$30.84	\$246.72
Track-hoe 490 or Equivalent	\$133.64	\$1,069.12
Traffic Control Personnel	\$41.12	\$328.96
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$30.84	\$246.72
Truck Driver	\$39.06	\$312.51
Tyvek	\$5.14	Each
Vacuum Truck, 3,500 Gallon	\$257.00	\$2,056.00
Vermiculite	\$35.98	Per Bag
Water hose Section (Garden)	\$3.08	\$24.67
Wheelbarrow	\$3.08	\$24.67
Wire Welder	\$6.17	\$49.34
Wrench Kit (Bung wrench, speed wrench, etc.)	\$4.11	\$32.90

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

EXHIBIT

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SECOND RENEWAL AGREEMENT

THIS SECOND RENEWAL AGREEMENT, dated this _____ day of _____, 2025, is entered into by and between the **CITY OF HOLLY HILL, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "**CITY**"; and **PHILLIPS AND JORDAN, INCORPORATED**, a **foreign for-profit corporation** hereinafter referred to as "**CONTRACTOR**" (each individually a "Party," and collectively the "Parties").

WITNESSETH

WHEREAS, the CITY and CONTRACTOR entered into an agreement dated June 11, 2019, pursuant to the Joint Procurement for Emergency Disaster Debris Hauling & Disposal Request for Proposal No. 19-PW-16, together with all exhibits, attachments, and addenda are incorporated into this agreement as if fully set forth herein (the "Agreement");

WHEREAS, the initial term of the Agreement was for a five (5) year period beginning June 11, 2019, and ending June 10, 2024; and

WHEREAS, pursuant to the terms of the Agreement there are five (5), one (1) year renewal options; and

WHEREAS, the Parties executed the Amended Contractor Agreement dated June 11, 2019; and

WHEREAS, the Parties executed the first of five renewals, per Section 2 of the Agreement, dated June 5, 2024; and

WHEREAS, the Parties agree and would like to exercise the second of these five (5), one (1) year renewal options; and

WHEREAS, the Parties acknowledge that due to inflationary pressures and increased costs of operations the CONTRACTOR has requested a price adjustment; and

WHEREAS, the Parties agree that a price increase based on a 2.8% increase in the Consumer Price Index (CPI) is reasonable and necessary to ensure the continued provision of services under the Agreement (see attached Pricing Sheet); and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby modified as follows:

1. The WHEREAS clauses are incorporated herein as true and correct.
2. The Agreement is renewed for the period from June 11, 2025, to June 10, 2026
3. That as a result of this second renewal, there remain three (3), one year renewal options.

4. All other terms and conditions, not modified as set forth herein, of the Agreement are hereby reaffirmed in their entirety.
5. The parties agree that this Second Renewal Option and all documents associated with the transaction contemplated herein may be executed by electronic signatures.

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IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this SECOND RENEWAL to be executed below by their duly authorized representatives.

PHILLIPS AND JORDAN, INC.

CITY OF HOLLY HILL, FLORIDA BY:

BY: _____

(printed name)

(printed name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

Attachment 1

Exhibit F
JOINT PROCUREMENT Emergency Debris Hauling
RFP 19-PW-16
Rate Schedules

#	DESCRIPTION	QTY	UOM	RATE	PROPOSED PRICING EFFECTIVE 6/11/2025	
1	SECTION 1.	HEAVY EQUIPMENT				
1.1	Skid Steer Loader, Bobcat	1	HR	\$95.00	\$	97.66
1.2	Backhoe, Cat 416	1	HR	\$135.00	\$	138.78
1.3	Wheel Loaders, Cat 950	1	HR	\$140.00	\$	143.92
1.4	Wheel Loaders, Cat 966	1	HR	\$165.00	\$	169.62
1.5	Wheel Loaders, Cat 980	1	HR	\$185.00	\$	190.18
1.6	Tracked Loader, Cat 955	1	HR	\$145.00	\$	149.06
1.7	Towed Loader w/Tractor	1	HR	\$215.00	\$	221.02
1.8	Self Loading Knuckle Boom Truck, 25 - 35 CY Body	1	HR	\$225.00	\$	231.30
1.9	Self Loading Knuckle Boom Truck, 35 - 45 CY Body	1	HR	\$225.00	\$	231.30
1.10	Dozer, Cat D4	1	HR	\$145.00	\$	149.06
1.11	Dozer, Cat D5	1	HR	\$165.00	\$	169.62
1.12	Dozer, Cat D6	1	HR	\$185.00	\$	190.18
1.13	Dozer, Cat D7	1	HR	\$195.00	\$	200.46
1.14	Dozer, Cat D8	1	HR	\$225.00	\$	231.30
1.15	Excavators, Cat 320	1	HR	\$135.00	\$	138.78
1.16	Excavators, Cat 325	1	HR	\$165.00	\$	169.62
1.17	Excavators, Cat 330	1	HR	\$175.00	\$	179.90
1.18	Tractor w/Box Blade, 80 HP	1	HR	\$65.00	\$	66.82
1.19	Motor Grader, Cat 120G	1	HR	\$165.00	\$	169.62
1.20	Crane, 30 TON	1	HR	\$300.00	\$	308.40
1.21	Bucket Truck, Up to 50' Reach	1	HR	\$150.00	\$	154.20
1.22	Bucket Truck, 50' to 75' Reach	1	HR	\$165.00	\$	169.62
1.23	Bash Transfer Trailer w/ Tractor, 110 Yard	1	HR	\$145.00	\$	149.06
1.24	Mechanized Broom	1	HR	\$75.00	\$	77.10
1.25	Street Sweeper	1	HR	\$90.00	\$	92.52
1.26	Water Truck, 2000 Gallon	1	HR	\$70.00	\$	71.96
1.27	Stump Grinder, Vermeer 252	1	HR	\$50.00	\$	51.40
1.28	Chipper w/2 Man Crew, Morbark Storm	1	HR	\$150.00	\$	154.20
1.29	12-Foot Tub Grinder, Morbark 1200	1	HR	\$500.00	\$	514.00
1.30	13-Foot Tub Grinder, Morbark 1300	1	HR	\$550.00	\$	565.40
1.31	14-Foot Tub Grinder, Diamond Z-1463	1	HR	\$600.00	\$	616.80
1.32	Equipment Transport w/ Tractor, 50 Ton	1	HR	\$120.00	\$	123.36
1.33	Truck Mounted Winch, Tow Truck	1	HR	\$85.00	\$	87.38
#	DESCRIPTION	QTY	UOM	RATE		
2	SECTION 2.	HAUL VEHICLES				
2.1	Dump Truck, 10 to 15 CY	1	HR	\$85.00	\$	87.38
2.2	Dump Truck, 16 to 20 CY	1	HR	\$95.00	\$	97.66
2.3	Trailer Dump wfTractor, 30 to 40 CY	1	HR	\$115.00	\$	118.22
2.4	Trailer Dump wfTractor, 41 to 50 CY	1	HR	\$125.00	\$	128.50
2.5	Trailer Dump wfTractor, 51 to 60 CY	1	HR	\$130.00	\$	133.64
2.6	Trailer Dump wfTractor, 61 to 70 CY	1	HR	\$130.00	\$	133.64
2.7	Walking Floor Trailer wfTractor, 100 CY	1	HR	\$135.00	\$	138.78
3	SECTION 3.	TRANSPORTATION VEHICLE				
3.1	Pickup Truck, 1/2 Ton	1	DAY	\$120.00	\$	123.36
3.2	Pickup Truck, 3/4 Ton	1	DAY	\$150.00	\$	154.20
3.3	Pickup Truck, 1 Ton	1	DAY	\$200.00	\$	205.60
3.4	Box Truck, 3/4 Ton	1	DAY	\$240.00	\$	246.72
3.5	Utility Van, 3/4 Ton	1	DAY	\$200.00	\$	205.60
3.6	Passenger Van, 9 Passenger	1	DAY	\$200.00	\$	205.60
3.7	Passenger Car, Full Size	1	DAY	\$120.00	\$	123.36

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

4	SECTION 4.	PERSONNEL				
4.1	Superintendent w/Pickup Truck	1	HR	\$95.00	\$	97.66
4.2	Supervisor w/Pickup Truck	1	HR	\$85.00	\$	87.38
4.3	Safety or QC Manager w/Pickup Truck	1	HR	\$95.00	\$	97.66
4.4	Mechanic w/Truck and Tools	1	HR	\$69.00	\$	70.93
4.5	Climber w/Gear	1	HR	\$69.00	\$	70.93
4.6	Operator w/Chainsaw	1	HR	\$54.00	\$	55.51
4.7	Laborer w/Tools	1	HR	\$50.00	\$	51.40
4.8	Traffic Control Personnel	1	HR	\$45.00	\$	46.26
4.9	Ticket Writers	1	HR	\$45.00	\$	46.26
4.10	Clerical	1	HR	\$45.00	\$	46.26
4.11	Administrative Assistant	1	HR	\$50.00	\$	51.40
#	DESCRIPTION	QTY	UOM	RATE		
5	SECTION 5.	Tree and C&D Operations				
5.1	Vegetative debris load and haul - from Right of Way/ Public Property to DMS or FDS	1	CY	\$11.25	\$	11.57
5.2	Removal of Eligible Hazardous Trees					
	Work consists of removing hazardous trees and placing debris on the ROW to be hauled under Item 5.1					
	6 inch to 12.99 inch diameter	1	EA	\$45.00	\$	46.26
	13 inch to 23.99 inch diameter	1	EA	\$95.00	\$	97.66
	24 inch to 35.99 inch diameter	1	EA	\$135.00	\$	138.78
	36 inch to 47.99 inch diameter	1	EA	\$195.00	\$	200.46
	48 inch and larger diameter	1	EA	\$225.00	\$	231.30
5.30	Removal of Eligible Hazardous Limbs - <u>Per Tree</u>					
	Work consists of removing (cutting) hazardous limbs greater than 2 in. in diameter from trees and placing debris on the ROW to be hauled under Item 5.1	1	per tree	\$112.50	\$	115.65
5.40	Extraction of Eligible Hazardous Stumps					
	Work consists of removing hazardous stumps, backfill, transport DMS or Final Disposal.					
	Greater than 24 inch to 36.99 inch diameter	1	EA	\$225.00	\$	231.30
	37 inch to 48.99 inch diameter	1	EA	\$250.00	\$	257.00
	49 inch and larger diameter	1	EA	\$275.00	\$	282.70
5.5	Load and haul Construction and demolition debris, including white goods - from Right of Way/ Public Property to DMS or FDS	1	CY	\$11.25	\$	11.57
5.6	Load and haul reduced vegetative debris - from DMS to FDS *TBD by no later than 30 days after emergency event	1	CY	\$10.50	\$	10.79
5.7	Load and Haul of Compacted C & D mixed and other non-vegetative materials - from DMS to FDS) *TBD by no later than 30 days after	1	Per Ton	\$37.00	\$	38.04
5.8	Pass Thru Tipping Fees	1	CY/TN	At Cost		
6	SECTION 6.	OTHER SERVICES				
6.1	Debris removal from lakes and canals	1	CY	\$42.00	\$	43.18
6.2	Restoration of canal banks and slopes	1	LF	\$40.00	\$	41.12
6.3	Removal of motor vehicles including towing, processing and disposal	1	EA	\$250.00	\$	257.00
6.4	Removal of boats including towing, processing, and disposal	1	LF	\$40.00	\$	41.12
6.5	Hazardous Waste and contaminated debris removal and disposal	1	CY	\$45.00	\$	46.26
6.6	Provision of emergency potable water	1	GL	\$1.90	\$	1.95
6.7	Provision of emergency ice	1	LB	\$1.25	\$	1.29
6.8	Temporary bathrooms/port-o-lets (month)	1	EA	\$250.00	\$	257.00
6.9	Provision of temporary satellite phone (day)	1	EA	\$100.00	\$	102.80
6.10	Provisions of emergency generators - 25kw to 50kw (day)	1	EA	\$250.00	\$	257.00
6.11	Provisions of emergency generators - 50kw to 100kw (day)	1	EA	\$265.00	\$	272.42
6.12	Provisions of emergency generators - 100kw to 150kw (day)	1	EA	\$450.00	\$	462.60
6.13	Provisions of emergency generators - 250kw (day)	1	EA	\$750.00	\$	771.00
6.14	Sewer, culvert and catch basin cleaning including transportation and disposal	1	CY	\$45.00	\$	46.26
6.15	Grinding / Incinerating / Compacting	1	CY	\$2.25	\$	2.31

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)



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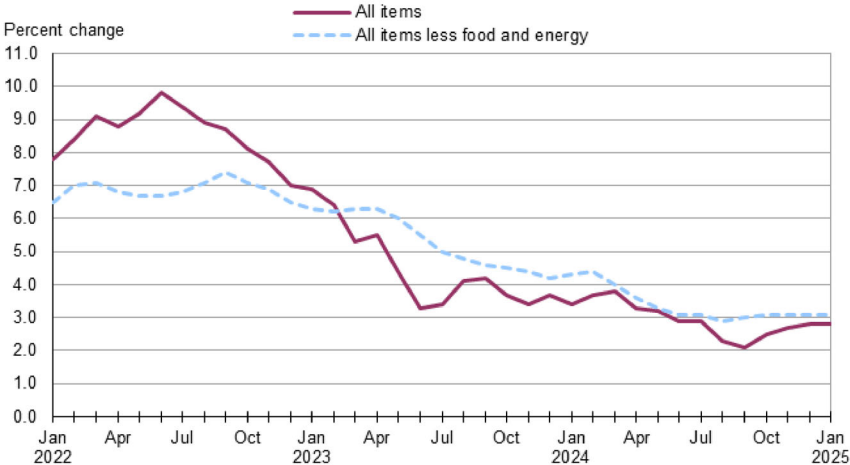
Consumer Price Index, South Region — January 2025

Regional prices increased 0.6 percent in January and 2.8 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the South region increased 0.6 percent in January, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy also increased 0.6 percent over the month. The energy index rose 1.9 percent in January and the food index rose 0.3 percent over the same period. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

The South all items CPI-U rose 2.8 percent for the 12 months ending in January, as it did in December. The index for all items less food and energy rose 3.1 percent over the last 12 months. The food index increased 2.6 percent for the 12 months ending in January. The energy index rose 0.7 percent over the last year.

Chart 1. Over-the-year percent change in CPI-U, South region, January 2022–January 2025



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

The index for food increased 0.3 percent in January, as it did in December. The index for food at home (grocery store purchases) rose 0.5 percent, with higher prices in 5 of 6 major grocery store food groups. The index for food away from home (restaurant, cafeteria, and vending purchases) was little changed in January, up 0.1 percent.

The index for food rose 2.6 percent over the last 12 months. The food away from home index rose 3.2 percent over the last year. The food at home index increased 2.2 percent over the same period, as each of the six major grocery store food groups increased over the last year. Within the food at home category, the index for meats, poultry, fish, and eggs increased 6.2 percent over the last 12 months.

Energy

The energy index increased 1.9 percent in January, after declining 0.4 percent in December. The gasoline index increased 2.5 percent over the month. The electricity index rose 1.0 percent over the month and the index for natural gas rose 2.3 percent over the same period.

The energy index rose 0.7 percent over the past 12 months. The index for electricity increased 1.1 percent over the last year and the index for natural gas rose 5.6 percent over the same period. The gasoline index was little changed over this 12-month span, up 0.1 percent.

All items less food and energy

The index for all items less food and energy rose 0.6 percent in January. The shelter index increased 0.5 percent over the month, after increasing 0.2 percent in each of the previous two months. The index for owners’ equivalent rent rose 0.3 percent in January, as did the index for rent. Recreation (+1.4 percent) was also an index with a notable increase in January.

The index for all items less food and energy rose 3.1 percent over the past 12 months. The shelter index (+4.4 percent) was the largest contributor to the total 12-month increase in the all items less food and energy index. The index for owners’ equivalent rent also increased 4.4 percent over the last year. The index for rent increased 3.6 percent over this 12-month span.

The Consumer Price Index for February 2025 is scheduled to be released on Wednesday, March 12, 2025, at 8:30 a.m. (ET).

Publication updates and changes

In accordance with annual practice, relative importance weights have been updated and are available online in the [CPI Supplemental Table of Contents](#).

Effective with the January 2025 data release, several indexes and average price series were discontinued. More information is available on the [CPI discontinued series page](#). Direct any inquiries to the CPI office using one of the [CPI contact information options listed online](#).

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the **South region** is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program.

Percent changes for all-items data previously found in Table A of this release can be accessed in Chart 1 for this release and its attendant data table. A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. South region CPI-U by expenditure category for January 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from:		
	Historical data	Nov. 2024	Dec. 2024	Jan. 2025	Jan. 2024	Nov. 2024	Dec. 2024
All items		306.877	307.007	308.911	2.8	0.7	0.6
All items (December 1977 = 100)		497.798	498.008	501.097	-	-	-
Food and beverages		325.227	325.992	327.036	2.5	0.6	0.3
Food		329.045	330.073	331.153	2.6	0.6	0.3
Food at home		305.829	306.954	308.419	2.2	0.8	0.5
Cereals and bakery products		362.137	365.374	364.203	0.5	0.6	-0.3
Meats, poultry, fish, and eggs		327.049	329.596	332.387	6.2	1.6	0.8
Dairy and related products		272.067	272.589	273.284	1.3	0.4	0.3
Fruits and vegetables		334.872	334.692	337.438	1.1	0.8	0.8
Nonalcoholic beverages and beverage materials		218.300	217.754	219.920	1.6	0.7	1.0
Other food at home		272.036	273.108	273.801	0.9	0.6	0.3
Footnotes							
(1) Indexes on a December 1982=100 base.							
(2) Indexes on a December 1997=100 base.							
(3) Special index based on a substantially smaller sample.							
(4) Indexes on a December 1993=100 base.							
(5) Indexes on a December 1977=100 base.							
- Data not available.							
Note: Index applies to a month as a whole, not to any specific date.							

Expenditure category	Indexes				Percent change from:		
	Historical data	Nov. 2024	Dec. 2024	Jan. 2025	Jan. 2024	Nov. 2024	Dec. 2024
Food away from home		368.386	369.237	369.651	3.2	0.3	0.1
Alcoholic beverages		272.002	269.247	269.794	1.7	-0.8	0.2
Housing		316.774	317.522	319.245	3.6	0.8	0.5
Shelter		372.316	373.130	375.110	4.4	0.8	0.5
Rent of primary residence		396.806	397.871	399.187	3.6	0.6	0.3
Owners' equivalent rent of residences ⁽¹⁾		375.462	376.766	377.962	4.4	0.7	0.3
Owners' equivalent rent of primary residence ⁽¹⁾		375.412	376.712	377.904	4.4	0.7	0.3
Fuels and utilities		302.496	303.759	306.607	2.3	1.4	0.9
Household energy		244.341	245.621	248.618	1.7	1.8	1.2
Energy services		244.490	245.786	248.737	1.7	1.7	1.2
Electricity		239.734	240.320	242.739	1.1	1.3	1.0
Utility (piped) gas service		256.004	261.965	268.071	5.6	4.7	2.3
Household furnishings and operations		145.816	146.094	146.431	-1.1	0.4	0.2
Apparel		139.580	137.510	136.315	-0.4	-2.3	-0.9
Transportation		269.052	267.912	271.853	2.6	1.0	1.5
Private transportation		270.379	269.273	273.766	2.3	1.3	1.7
New and used motor vehicles ⁽²⁾		125.404	125.347	125.747	-0.3	0.3	0.3
New vehicles		184.635	184.718	185.208	-0.6	0.3	0.3
New cars ⁽³⁾		182.160	182.129	182.540	-1.1	0.2	0.2
Used cars and trucks		179.201	179.453	180.527	0.7	0.7	0.6
Motor fuel		253.770	250.291	256.748	-0.1	1.2	2.6
Gasoline (all types)		252.696	249.110	255.461	0.1	1.1	2.5
Gasoline, unleaded regular ⁽³⁾		245.396	241.754	248.160	0.0	1.1	2.6
Gasoline, unleaded midgrade ⁽³⁾⁽⁴⁾		290.192	286.623	292.753	0.4	0.9	2.1
Gasoline, unleaded premium ⁽³⁾		286.773	283.828	289.408	0.6	0.9	2.0
Medical care		538.135	538.866	540.213	2.3	0.4	0.2
Medical care commodities		383.111	383.606	385.185	1.6	0.5	0.4
Medical care services		589.903	590.713	591.964	2.4	0.3	0.2
Professional services		410.014	410.421	407.914	2.7	-0.5	-0.6
Recreation ⁽²⁾		138.987	139.410	141.371	2.1	1.7	1.4
Education and communication ⁽²⁾		140.885	140.499	140.613	0.3	-0.2	0.1
Tuition, other school fees, and childcare ⁽⁵⁾		1,557.702	1,558.500	1,555.193	3.6	-0.2	-0.2
Other goods and services		539.457	539.419	540.928	3.4	0.3	0.3
Footnotes							
(1) Indexes on a December 1982=100 base.							
(2) Indexes on a December 1997=100 base.							
(3) Special index based on a substantially smaller sample.							
(4) Indexes on a December 1993=100 base.							
(5) Indexes on a December 1977=100 base.							
- Data not available.							
Note: Index applies to a month as a whole, not to any specific date.							

Table 2. South region CPI-U by special aggregate index for January 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Special aggregate index	Indexes				Percent change from:		
	Historical data	Nov. 2024	Dec. 2024	Jan. 2025	Jan. 2024	Nov. 2024	Dec. 2024
All items		306.877	307.007	308.911	2.8	0.7	0.6
Food		329.045	330.073	331.153	2.6	0.6	0.3
Energy		243.675	242.627	247.205	0.7	1.4	1.9
All items less food and energy		312.978	313.100	314.866	3.1	0.6	0.6
All items less energy		314.867	315.112	316.782	3.0	0.6	0.5
All items less medical care		293.971	294.071	295.995	2.9	0.7	0.7
All items less shelter		282.071	281.901	283.789	1.9	0.6	0.7
Footnotes							
(1) Indexes on a December 1982=100 base.							
- Data not available.							
NOTE: Index applies to a month as a whole, not to any specific date.							

Special aggregate index	Indexes				Percent change from:		
	Historical data	Nov. 2024	Dec. 2024	Jan. 2025	Jan. 2024	Nov. 2024	Dec. 2024
Commodities		219.331	218.912	219.937	0.7	0.3	0.5
Commodities less food		175.947	175.091	176.054	-0.4	0.1	0.5
Commodities less food & beverages		173.022	172.215	173.183	-0.5	0.1	0.6
Durables		124.804	124.514	124.840	-1.7	0.0	0.3
Nondurables		272.285	271.811	273.339	1.7	0.4	0.6
Nondurables less food		227.433	225.828	227.702	0.7	0.1	0.8
Nondurables less food & beverages		225.144	223.604	225.561	0.7	0.2	0.9
Services		395.302	395.979	398.781	4.1	0.9	0.7
Services less rent of shelter ⁽¹⁾		421.729	422.211	426.208	3.7	1.1	0.9
Services less medical care services		376.769	377.430	380.324	4.2	0.9	0.8
Footnotes							
(1) Indexes on a December 1982=100 base.							
- Data not available.							
NOTE: Index applies to a month as a whole, not to any specific date.							

Last Modified Date: Wednesday, February 12, 2025

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303
[Telephone:1-404-893-4222](tel:1-404-893-4222) www.bls.gov/regions/southeast [Contact Southeast Region](#)

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Holly Hill and Rostan Solutions, LLC

Amendment to Professional Services Agreement**Amendment 2**

WHEREAS the City of Holly Hill and Rostan Solutions, LLC (hereinafter referred to as “Rostan”, collectively referred to as the “Parties”) entered into an agreement on June 11, 2019, for Rostan to provide Emergency Debris Monitoring Services; and

WHEREAS, the original Agreement provided for a term of five (5) years with five (5) one-year renewal options; and

WHEREAS, the Parties previously executed the first one-year renewal option, extending the Agreement through June 10, 2025; and

WHEREAS, the Parties desire to exercise the second one-year renewal option to extend the term of the Agreement.

NOW, THEREFORE, the Parties mutually and expressly agree to exercise the second of five (5) one-year extension options. The new expiration date of the Agreement shall be June 10, 2026.

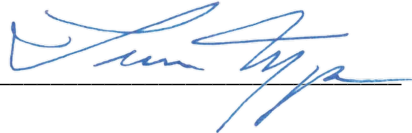
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This amendment is hereby agreed to and incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

ISSUED AND AUTHORIZED BY:
CITY OF HOLLY HILL

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By:  _____

Name: _____

Name: Travis Mays

Title: _____

Title: Principal/Vice President

Date: _____

Date: April 3, 2025

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)

AGREEMENT FOR EMERGENCY DEBRIS MONITORING SERVICES

BETWEEN CITY OF HOLLY HILL, FL AND TETRA TECH, INC.

AMENDMENT NO. 2

THIS **CONTRACT AMENDMENT NO. 2** is by and between **CITY OF HOLLY HILL, FLORIDA** (hereinafter referred to as "CLIENT"), and **TETRA TECH, INC.**, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, CLIENT has entered into a Contract for Emergency Debris Monitoring Services with CONTRACTOR for a period beginning on June 11, 2019 through June 11, 2024 with the option to renew the contract term for up to five (5) additional one (1) year periods;

WHEREAS, the CLIENT and CONTRACTOR have previously exercised the first renewal option for one (1) additional year from June 12, 2024 through June 11, 2025 in Contract Amendment 1.

WHEREAS, the CLIENT and CONTRACTOR now desire to exercise the second renewal option for one (1) additional year; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **CONTRACT TERM.** The Contract is renewed from June 12, 2025 through June 11, 2026. All other terms and conditions remain unchanged.
2. **MODIFICATIONS.** This Contract Amendment and the Contract, taken together, constitute the final agreement between the CLIENT and CONTRACTOR. Any modification of or additions to the terms of this Contract Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Amendment 2 by the authorized representatives below.

CITY OF HOLLY HILL, FLORIDA

By:
Title:

ATTEST:

TETRA TECH, INC.


By: Jonathan Burgiel

Title: Business Unit President

ATTEST:



Kayla Lemaire, Contract Administrator II

Attachment: Exhibit B - Contract Renewals (2025-R-37 : Debris Hauling and Monitoring Renewals)



thompson
CONSULTING SERVICES

April 3, 2025

Mr. Steve Juengst, Administration Manager
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

Via email: sjuengst@hollyhillfl.org

RE: Mutual Agreement to Extend Contract
Emergency Debris Monitoring Services

Dear Mr. Juengst:

Thompson Consulting Services (Thompson) has been providing the City of Holly Hill, Florida (City) with Emergency Debris Monitoring Services since the execution of the contract on June 11, 2019. The term of the contract is for five (5) years and may be extended for five (5) additional one (1) year terms at the discretion of the City.

If the City desires to exercise the second option to extend the contract, please sign the renewal acceptance below and return a copy to Thompson. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions, until its new expiration date of June 10, 2026.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at (407) 792-0018 or by email jhoyle@thompsoncs.net.

Sincerely,



Jon Hoyle
President

RENEWAL ACCEPTANCE
City of Holly Hill, Florida

Signature

Name/Title

Date

2601 Maitland Center Parkway
Maitland, FL 32751
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY



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

**City Commission
Agenda Item**

5.2

MEETING DATE: May 13, 2025
FROM: Joseph Forte
SUBJECT: Brown & Brown - Third One-Year Renewal Agreement - Employee
Benefits Insurance Agent of Record
NUMBER: (ID # 4881)
APPLICANT:
PLANNER:

DISCUSSION:

The City's current contract with Brown & Brown as Agent of Record to provide employee benefit services will expire on June 30, 2025.

In accordance with Section 3. Duration and Termination of the original agreement, which began on January 1, 2022, the City shall have the right to exercise three (3) successive (1) one year extensions on the same terms and conditions by providing the Agent of Record with written notice at least (30) thirty days before the end of the term of the City's intent to exercise the extension.

The City of Holly Hill is exercising its third of three one-year extensions on the same terms and conditions of the original agreement. All terms and conditions in the original Agreement shall remain in full force and effect.

The initial cost of the agreements first year was \$52,500, which was due the first year actually being 18 months. Each renewal year cost will remain at \$35,000.

FISCAL ANALYSIS:

The amount of \$35,000 is the current budgeted annual amount for Brown and Brown to conduct these services.

STAFF RECOMMENDATION:

Authorize the City Manager to sign a letter of extension of the current agreement with Brown and Brown to serve as the City's Agent of Record to provide employee benefit services through June 30, 2026; as included in the agreement approved by the City Commission on October 26, 2021.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO SIGN A LETTER OF EXTENSION OF THE CURRENT AGREEMENT WITH BROWN AND BROWN TO SERVE AS THE CITY'S AGENT OF RECORD TO PROVIDE EMPLOYEE BENEFIT SERVICES THROUGH JUNE 30, 2026 AS INCLUDED IN THE AGREEMENT APPROVED BY THE CITY COMMISSION DATED NOVEMBER 9, 2021.

- Brown & Brown Consulting Services Agreement - Jan. 2022 (PDF)

XIII. INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City)
and Brown & Brown of Florida, Inc. (Agent of Record),

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

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) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's Insurance, including but not limited to:

- a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of Insurance needed, appropriate coverages and appropriate deductibles.
- b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.
- c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.
- d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.
- e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.



f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from **01/01/2022 date and shall expire on 06/30/2023.** The City shall have the right to exercise three (3) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.



b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$ 52,500 for the services rendered for the duration of the contract.

Year One: \$52,500 Period 01/01/2022-06/30/2023

Options (if elected by City)

Year Two: \$35,000 Period 07/01/2023- 06/30/2024

Year Three: \$35,000 Period 07/01/2024- 06/30/2025

Year Four: \$35,000 Period 07/01/2025- 06/30/2026

Total four years = \$157,500

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of Interest, the Agent of Record shall either not have



the relationship with the Insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following Insurance and the City shall be named as an additional named Insured on each policy:

a) Commercial liability Insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, In an amount of not less than \$1,000,000 combined single limit per occurrence for bodily Injury and property.

c) Workers' compensation Insurance for all employees of the proposing agency as required by Florida Law to Include employee liability of not less than \$500,000 for each occurrence.

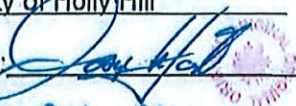
d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on January 1, 2022.



City of Holly Hill
By: 
Title: City Manager
Date: 11/9/2021

Brown & Brown of
Florida, Inc.
By: Steve Farmer 
Title: EVP
Date: 10/8/2021



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

5.3

**City Commission
Agenda Item**

MEETING DATE: May 13, 2025
FROM: Valerie Manning
SUBJECT: Community Rating System (CRS) Program for Public Information
(PPI) - 2024 Annual Evaluation Report
NUMBER: (ID # 4878)
APPLICANT:
PLANNER:

DISCUSSION:

The Program for Public Information (PPI) is an ongoing public information effort to design and transmit the messages that the communities determine most important to its flood safety and the protection of its floodplains' natural functions.

The PPI Committee met for this evaluation on February 9, 2024 and those Committee members are Daytona Beach Shores, Daytona Beach, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, Unincorporated Volusia County.

List the Priority audiences for your community:

- A. General Public
- B. Residents with Structures in the Special Flood Hazard Area
- C. Repetitive Loss Areas
- D. Real estate, lending and insurance companies
- E. New residents/property owners

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Community Rating System (CRS) Program for Public Information (PPI) 2024 Annual Evaluation Report as submitted by staff.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE COMMUNITY RATING SYSTEM (CRS) PROGRAM FOR PUBLIC INFORMATION (PPI) 2024 ANNUAL EVALUATION REPORT AS SUBMITTED BY STAFF.

- 2025 Annual PPI (Program for Public Information) ACT 330 (PDF)

Community Rating System (CRS) Program for Public Information (PPI) 2024 Annual Evaluation Report

The **Program for Public Information** is an ongoing public information effort to design and transmit the messages that the communities determine most important to its flood safety and the protection of its floodplains' natural functions.

1. Date of the Annual PPI committee meeting for this evaluation: February 9, 2024

2. List of committee members that attended the annual PPI committee meeting above:

Daytona Beach Shores, Daytona Beach, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, Unincorporated Volusia County

3. List the Priority audiences for your community:

- A. General Public
- B. Residents with Structures in the Special Flood Hazard Area
- C. Repetitive Loss Areas
- D. Real estate, lending and insurance companies
- E. New residents/property owners

4. List the Topics and associated messages with the desired outcomes for each message:

PPI Messages

- A: Know your risk of flooding. Finding out is easy!
- B: Protect yourself and your property from the next flood with flood insurance.
- C: Follow proper safety precautions and turn around, don't drown. Sign up for alerts @ <https://www.volusia.org/services/publicprotection/emergency-management/>
- D: Keep debris and trash out of streams and ditches.
- E: Build responsibly. Get a permit before you build.
- F: Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.
- G: You can protect your home investment by purchasing flood insurance.

Desired Outcome

- A: More map information inquiries and flood determination requests.
- B: Increase in the number of flood insurance policies.
- C: No water rescues or police citations for ignoring barricades after a flood event. More citizens register for Everbridge.
- D: Reduced number of calls related to stream obstruction.
- E: Decrease in number of code violations for not obtaining a building permit.
- F: Water quality maintained.
- G: Increased number of requests for flood insurance policies.

H: Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of dollars in damage.
I: Hire only licensed contractors who know the codes.

H: Increase in the number of flood policies in the X zone.

I: Fewer cases of unpermitted work.

5. List the projects in the PPI used to convey the above messages:

- A. Consolidated Flood Facts Brochure on all messages and handouts distributed in all community permitting offices. Messages A-I
- B. Consolidated Flood Facts Brochure on all messages and handouts distributed at branch libraries. Messages A-I
- C. Consolidated Flood Fact Brochure on all messages and handouts to Chamber of Commerce for display. Messages A-I
- D. Booths at countywide and citywide events. Messages A-I
- E. Presentations for countywide citizen and professional groups. Messages A-I
- F. Flood guide for flood hazard preparedness. Messages A-I
- G. Letter to Repetitive Loss Areas. Messages A-I
- H. Emergency Management presentations. Messages A-I
- I. COAD Hurricane Expo. Messages A-I
- J. CodeRED messages. Messages A-I
- K. Real estate, lending and insurance companies' letters. Messages A-I
- L. Ask Before You Buy brochure. Messages A, B, E, G, H, and I
- M. Councilman/Commissioner/Mayor letters. Messages A-I
- N. County Emergency Management presentation to Realtor Boards. Messages A-I

6. List which Projects were implemented for this reporting period:

- A. Consolidated Flood Facts Brochure sent to all properties in or near a Special flood Hazard area. Messages A-I.
- B. Consolidated Flood Facts Brochure at each community permitting office. Messages A-I.
- C. Consolidated Flood Fact Brochure at Libraries. Messages A-I
- D. Booths at countywide and citywide events. Messages A-H
- E. Presentations to several groups. Messages A-H
- F. Flood Guide to Special Flood Hazard Areas. Messages A-H.
- G. Letter to Repetitive Loss Areas. Messages A, B, D, G, H
- H. Emergency Management Presentation. Messages A-B
- I. Real estate, lending and insurance companies' letters. Messages A-I
- J. Ask Before You Buy Brochure. Messages ABEGHA, and I
- K. Emergency Management Presentation to Real Estate Board. Messages A-B.
- L. Door Hangers. Messages C

7. List what progress was made toward the desired outcomes:

Listed below are the outcomes to Messages A-I in the PPI for the participating communities:

- A.** More community flood zone inquiries/determinations. Homebuyers are exercising due diligence with property searches and continue to inquire about flood zones.
- B.** Increase in the number of flood insurance policies. There is a significant decrease in overall flood insurance policies. Due to Risk Rating 2.0, all policies, whether in a Special Flood Hazard Area (SFHA) or not, are combined in one number per jurisdiction.
- C.** No water rescues or police citations for ignoring barricades after a flood event. More citizens register for CodeRED. No major storm or flood related events occurred in 2023, therefore there was a significant decrease in water rescues throughout the county. Registrations for Everbridge are at an all time low. It was surmised this is due to a lack of trust after 4:00 am message sent by the State of Florida to all registered mobile devices.
- D.** Reduced number of calls related to stream obstruction. Countywide, the reported calls have decreased.
- E.** Decrease in number of code violations for not obtaining building permit. The trend shows a major increase countywide in code violations.
- F.** Water quality maintained. Overall water quality has been maintained.
- G.** Increase number of requests for flood insurance policies. Overall, there has been a decrease in the number of flood insurance policies.
- H.** Increase the number of flood policies in the X zone. Due to Risk Rating 2.0, flood policies are no longer being tracked by zones. This message will need to be revised.
- I.** Fewer cases of unpermitted work. Cases of unpermitted work has increased.

8. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated. Below are Messages A-I analysis and recommendations:

A. Know Your Risk of flooding.

Analysis: The trend shows a significant increase in inquiries and flood determination requests countywide. Explanation for the trend includes:

- There was a significant increase in homes sales and new construction. More property purchasers, real estate firms, and lenders needing flood determinations.
- There are more new people in the area doing their due diligence before purchasing properties and are inquiring about elevation and flood determinations.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- Communities should educate their staff on logging information utilizing FEMA's log form.
- Communities need to update contact information on websites.

B. Protect yourself and your property from the next flood with flood insurance

Analysis: The flood insurance policies for both Special Flood Hazard Areas and Preferred Risk Policies in X zones show a declining trend. The Committee members discussed the following:

- An increase in cash buyers or those who do not live in a Special Flood Hazard Area are not required to purchase Flood Insurance.
- There may be more competitive private insurance premiums. However, homeowners may not understand the difference between private and NFIP regarding benefits and grants.
- The insurance data is not clear if policies for the influx of condominiums and apartment structures over single-family residences are counted.
- The trend may change due to possible changes with insurance companies, such as Citizens Insurance who require flood insurance on all policies regardless of their loan status.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- There is no need to focus on changing the messaging to those in the Special Flood Hazard areas regarding private versus FEMA NFIP Flood Insurance.

C. Follow proper safety precautions and turn around, don't drown. Sign up for alerts.

Analysis: The trend shows there is a significant decrease in the number of people signing up for Everbridge. There was a significant increase in the amount of water rescue or police citations reported. The Committee members discussed the following:

- The decrease in water rescues or police citations was largely due to the fact there were no major storms or flooding events in 2023.
- Communities agree that there is a lack of reporting procedures for water rescues or those who disregard barricades.
- There is a lack of trust with Everbridge due to a message that was sent in the early morning to everyone in the State of Florida as a "test message".

Recommendations:

- Continue messages in the PPI.
- Increase outreach opportunities to inform residents of safety measures during and after flooding events.
- Reeducate the public on Everbridge and come up with a multi-jurisdictional social media campaign to encourage residents to sign up.
- Provide outreach that focuses on safety practices, before and after a storm.
- Inquire with law enforcement and central dispatch on reporting procedures for violations regarding barricades or water rescue operations throughout the year.

D. Keep debris and trash out of streams and ditches.

Analysis: The trend is showing a significant decrease countywide this last year.

The Committee members discussed the following:

- There is an increase in code activity.
- Residents, neighborhoods, and jurisdictions are more proactive on clean up and recovery efforts after major storm events of 2022.

Recommendations:

- Continue outreach messages in the PPI.

E. Build Responsible. Get a permit before you build.

Analysis: The trend shows an increase in violations. The Committee discussed:

- There is a lack of Substantial Damage Management Plans or Floodplain Development Permits throughout multiple jurisdictions in the County.
- More homeowners are becoming their own contractors after receiving their insurance funds and are not educated on what repairs require permits.
- FEMA and the Florida Division of Emergency Management (FDEM) are involved in Floodplain Management since the 2022 storm events.

Recommendation:

- Develop, review or update jurisdictional Substantial Damage Management Plans to notify property owners of required permitting after storm events.

F. Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.

Analysis: The trend shows that the water quality has been maintained. Most cities do not measure the nutrients in the waterways. Usually, the County monitors many locations routinely throughout the County.

Recommendations:

- Evaluate this message when updating the PPI to focus on preserving and maintaining the natural functions of open space within the floodplain and its relationship to water quality.
- Work toward improvements with the natural environment and waterways.
- Include saving threatened and endangered species.

G. You can protect your home investment by purchasing flood insurance

Analysis: Overall, there has been a decrease in the purchase of flood insurance. Analysis coincides with the other messages relating to flood insurance. Property owners are opting out of flood insurance.

Recommendations:

- Continue messages in the PPI.
- There is a need to educate the public regarding flood damage assistance and the requirement to purchase flood insurance, even if the property is in an X zone and even if there is no load on the property.

H. Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage.

Just a few inches of water can cause tens of thousands of \$s in damage.

Analysis: The policies in the X zone continue to decrease. The Committee members discussed the following:

- Due to Risk Rating 2.0, Preferred Risk Policies are no longer separated from the other policies. Therefore, this message is no longer measurable.

Recommendations:

- The Committee needs to develop a new message for the update of the PPI in 2025.

I. Hire only licensed contractors who know the codes.

Analysis: This message shows an increase in unpermitted work. The Committee members discussed the following:

- The high cost of construction materials and contracted labor is causing residents to become their own contractor to save money. Residents may not be aware of permit requirements in their jurisdiction.
- Delays in recovery and funding or inability to hire a contractor and go through the permit process fast enough for the resident.
- FEMA and FDEM have been inquiring about substantially damage properties and requesting permit information on properties. If properties have completed, or in process, unpermitted work, FEMA is requiring jurisdictions to provide them with proof of code compliance.

Recommendation:

- Continue to provide outreach messages in the PPI
- Implement a Substantial Damage Management Plan or review an existing one.
- Continue to educate FEMA representatives on the Florida Building Code and local jurisdiction requirements for permits, i.e. permits not being required to replace flooring, paint, etc.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

6.1

City Commission
Agenda Item

MEETING DATE: May 13, 2025
FROM: Joseph Forte
SUBJECT: Request for a Lien Reduction - 1032 Riverside Drive
NUMBER: (ID # 4885)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a formal request to reduce a Code Enforcement lien on the property located at **1032 Riverside Drive, Holly Hill, FL, 32117**. The property was previously owned by **William Schnell**, who passed away on **December 1, 2024**. Following probate proceedings (Case No. 2025-10041 PRDL), his daughter, **Vanessa Schnell**, has been appointed as the **Personal Representative** of the estate.

Ms. Schnell has never resided at the property and does not intend to retain or manage it. The property is currently in compliance with City codes, qualifying it for a potential lien reduction. It has been listed for sale, and a buyer is actively negotiating a purchase contingent upon a reduced lien amount. The lien payment will be made at closing.

The lien stems from prior code violations:

- **September 17, 2020** - Order of Non-Compliance for:
 - IPMC 304.13 - Damaged windows on the front porch
 - Section 114-727 - Fence violations
- **October 17, 2014** - Order of Non-Compliance for:
 - IPMC 304.2 - Flaking and peeling paint on gables, trim, and fascia
 - IPMC 304.1 - Fascia and siding deterioration

Although the property is currently in compliance, future monitoring will be conducted by Code Enforcement once new ownership is established. The entire Code Enforcement file is available for review through the City Clerk's office (386) 248-9441.

The **City Manager**, in coordination with both buyer and seller, has negotiated a lien reduction based on current compliance. The reduced amount will be paid in full at closing.

FISCAL ANALYSIS:

Item	Amount
------	--------

Special Magistrate Fees (2 meetings)	\$750.00
Recording Fees (3)	\$75.00
Code Enforcement Staff (25 hrs @ \$37.83)	\$945.75
Finance Staff (1 hr @ \$35.05)	\$35.05
Community Development Director (5 hrs @ \$87.86)	\$439.30
City-Paid Grass Cutting	\$75.00
Lien Release Fee	\$25.00
10% of Original Lien	\$13,405.00
Total	\$15,748.10

STAFF**RECOMMENDATION:**

Approve the reduction of the lien from **\$134,050** to **\$15,748.10**, with payment to be made **no later than June 20, 2025**. Upon receipt of payment, the City will issue a Release of Lien.

COMMISSION**GOAL:**

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights-of-way, enforce zoning and maintenance codes consistently, and establish reasonable design standards for all new developments and business improvements.

MOTION:

APPROVE THE REDUCTION OF THE LIEN FROM \$134,050 TO \$15,748.10, TO BE PAID NO LATER THAN JUNE 20, 2025. DIRECT STAFF TO ISSUE A RELEASE OF LIEN UPON SATISFACTION OF THE PAYMENT.

- 1032 Riverside Dr (PDF)

Lien Reduction Request Information Sheet

Property Address: 1032 Riverside Drive Date Prepared: 4/15/25Owner of Property: Nanessa Schnell PRDate of Notice of Violation: Multiple Dates - See Exhibit 1

Violations:

1. _____ Date of Compliance _____ Exhibit _____
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: _____ Daily Fines Start Date: _____

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

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

Notes if Applicable:

Multiple liens/cases. See Exhibit 1

Fiscal Analysis:

75.00 Grass Cutting750.00 Special Master Administrative Fine(s)134,050 Daily Accumulated Fines150.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 25-CE + 5-Brian + 5-Joe)75.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

1032 Riverside Drive

Exhibit 1

Instrument # 2017117227 Case # 800145/19-1181 Violations: IPMC 304.2 Flaking and
peeling paint. 10/29/2014 to 1/1/2018 \$50.00 per day

SM Date 10/17/2014

\$58,000.00

Instrument # 2017117226 Case # 800145/19-1181 Special Magistrates Fine

SM Date 10/17/2014

\$250.00

Instrument # 2018120058 6/5/2018 Grass cutting

\$75.00

Instrument # 2021002947 Case # 20-3305 Violations: IPMC 304.13 Window 10/21/2020
to 4/1/2021 \$50.00 per day per violation + \$250.00 SM Fine

SM Date 9/17/2020

\$8,350.00

Instrument # 2024057222 Case # 23-2978/CER2023-000055 Violations: IPMC 304.1 Fascia,
IPMC 304.6 Siding, 26-61(2) Trash and Debris 11/29/23 to 2/24/25 \$50.00 per day per
violation + \$250.00 SM Fine

SM Date 10/27/2023

\$68,200.00

Total amount of all liens \$134,875.00

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

M E M O R A N D U M

DATE: April 15, 2025

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 800145/20-3305/23-2978
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 **\$134,875.00** 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:

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

Staff Findings: The current owners, Pinnacle Bank, obtained the property through a Certificate of Title following a foreclosure; therefore, the request does not fail the established guideline.

- (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.
- ☐ FAILS
☒ DOES NOT FAIL

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

CITY OF HOLLY HILL

CASE # 800145 / 20-3305 / 23-2978**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: Vanessa Schnell PR for the estate of William C. Schnell

Property Address: 1032 Riverside Drive, Holly Hill, Florida 32117

Contact information where you can be reached during the day:

Cell Phone 917-536-0021 Email vgschnell@gmail.com

Is the property now in compliance? YES

(If No, explain in detail)

*Mary Smith Realtor
386-848-2823*

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Are you claiming financial hardship? ☒ YES ☐ NO

If yes, please explain:

I am the daughter and currently the Personal Representative of William C. Schnell's estate. I have never lived in the property located at 1032 Riverside Drive, Holly Hill, Fl. Yet I am now responsible for all liens and debts, including the said property, which so far amount to \$135,125.00. I am not in any way financially able to satisfy this debt. Consequently, I claim financial hardship.

Are you claiming medical hardship? ☐ YES ☒ NO

If yes, please explain without giving details of the injury or illness.

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: Vanessa Schnell PR for the estate of William C. Schnell

Relationship: Daughter

I, Vanessa Schnell, PR for the estate of William C. Schnell, 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:

I am the daughter of William C. Schnell, now deceased. As the Personal Representative of the estate, I have become responsible for all liens against the property located at 1032 Riverside Drive, Holly Hill, Fl. I have never lived in said property and I am trying to make it better for a new family that wants to buy it. Hence, I am asking to have all liens removed so I can realistically sell this house.

Date: 4/12/25

Signed: _____

Print Name: Vanessa Schnell

STATE OF SC

COUNTY OF: Spartanburg

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Vanessa Schnell, 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

Drivers License as identification and did take an oath.

Date: 12th April 2025

Notary Public

My Commission Expires July 15th 2034

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
CODE ENFORCEMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117



Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

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 Vanessa Schnell PR for the estate of William C. Schnell, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 423504000125

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 135,125.00 for Case No. _____, 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.

Vanessa Schnell PR for the estate of William C. Schnell
Owner's Name

Owner's Signature

Owner's Name

Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 12th day of April, 2025.

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

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of April, 2025.



[Signature]
Notary Public in and for the County and State SC

Aforementioned

My Commission Expires: July 15th 2034

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

4:10

64



Order appointing PR.png



IN THE CIRCUIT COURT FOR VOLUSIA COUNTY,
FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. 2025-10041 PRDL

Division 10

WILLIAM CHARLES SCHNELL,

Deceased.

ORDER APPOINTING PERSONAL REPRESENTATIVE
(intestate - single)

On the petition of VANESSA SCHNELL for administration of the estate of WILLIAM CHARLES SCHNELL, deceased, the court finding that the decedent died on December 1, 2024; and that VANESSA SCHNELL is entitled to appointment as personal representative by reason of being a daughter of decedent, and is qualified to be personal representative, it is

ADJUDGED that VANESSA SCHNELL is appointed personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing the designation and acceptance of resident agent, and posting bond in the sum of \$-0-, letters of administration shall be issued.

DONE AND ORDERED in chambers, DeLand, Volusia County, Florida.

1/16/2025 4:52 PM 2025 10041

e-Signed 1/16/2025 4:52 PM 2025 10041 PRDL
LINDA L. GAUSTAD
CIRCUIT JUDGE



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key: 3130855
Parcel ID: 423504000120
Township-Range-Section: 14 - 32 - 35
Subdivision-Block-Lot: 04 - 00 - 0120
Owner(s): SCHNELL WILLIAM C - FS - Fee Simple - 100%
Mailing Address On File: 290 DEPOT RD
HUNTINGTON STATION NY 11746
Physical Address: 1032 RIVERSIDE DR, HOLLY HILL 32117
Building Count: 1
Neighborhood: 2224 - HALIFAX RIVERVIEW - HOLLY HILL PARCELS
Subdivision Name: PEPIOT RESUB LOTS 13 14 15 BLK 1
Property Use: 0100 - SINGLE FAMILY
Tax District: 203-HOLLY HILL
2024 Final Millage Rate: 17.8471
Homestead Property: No
Agriculture Classification: No
Short Description: LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL M
B 19 PG 66 PER OR 3864 PG 0856 PER 7804 PG 0567

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$242,269	\$262,152	\$237,970
Land Value:	\$217,140	\$217,140	\$160,314
Just/Market Value:	\$459,409	\$479,292	\$398,284

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

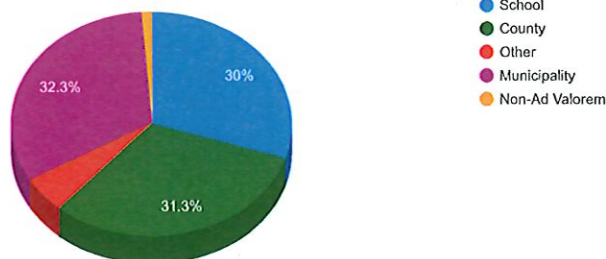
Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$459,409	\$459,409	\$0	\$459,409	1.5000	\$689.11
0012 DISCRETIONARY	\$459,409	\$459,409	\$0	\$459,409	0.7480	\$343.64
0011 REQ LOCAL EFFORT	\$459,409	\$459,409	\$0	\$459,409	3.0370	\$1,395.23
0050 GENERAL FUND	\$459,409	\$449,622	\$9,787	\$449,622	3.2007	\$1,439.11
0053 LAW ENFORCEMENT FUND	\$459,409	\$449,622	\$9,787	\$449,622	1.5994	\$719.13
0055 LIBRARY	\$459,409	\$449,622	\$9,787	\$449,622	0.3891	\$174.95
0520 MOSQUITO CONTROL	\$459,409	\$449,622	\$9,787	\$449,622	0.1647	\$74.05
0530 PONCE INLET PORT AUTHORITY	\$459,409	\$449,622	\$9,787	\$449,622	0.0692	\$31.11
0058 VOLUSIA ECHO	\$459,409	\$449,622	\$9,787	\$449,622	0.2000	\$89.92
0057 VOLUSIA FOREVER	\$459,409	\$449,622	\$9,787	\$449,622	0.2000	\$89.92
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$459,409	\$449,622	\$9,787	\$449,622	0.0288	\$12.95
0100 HALIFAX HOSPITAL AUTHORITY	\$459,409	\$449,622	\$9,787	\$449,622	0.7309	\$328.63
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$459,409	\$449,622	\$9,787	\$449,622	0.1793	\$80.62
0200 HOLLY HILL	\$459,409	\$449,622	\$9,787	\$449,622	5.8000	\$2,607.81
					17.8471	\$8,076.17

Non-Ad Valorem Assessments

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

Estimated Ad Valorem Tax:	\$8,076.17
Estimated Non-Ad Valorem Tax:	\$96.00
Estimated Taxes:	\$8,172.17
Estimated Tax Amount without SOH/10CAP Ⓢ	\$8,295.12

Where your tax dollars are going:



Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): <u>4235-04-00-0120</u>	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill
(Lienor's Name)

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

And in accordance with a service with Dorothea Tonnesen & William Schnell
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Rotting wood and peeling paint. Fine of \$50.00 per day remains unpaid since 10/27/14

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

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

LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL MB 19 PG 66 PER OR 3864 PG 0856
1032 Riverside Dr, Holly Hill, FL 32117

owned by with Dorothea Tonnesen & William Schnell

of a total value of Fifty Dollars (\$50.00) a day until property comes into compliance,
which remains unpaid as of June 12, 2017.



By *Kurt Swartzlander* (Agent)
Lienor: City of Holly Hill
Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 12 day of June 2017

Okalea Cirilli
Notary Public

Return To: (Enclose Self Addressed Envelope)	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4235-04-00-0120	

Claim of Lien

State of Florida, County of Volusia

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

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

City of Holly Hill

(Lienor's Name)

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

(Lienor's Address)

And in accordance with a service with Dorothea Tonnesen & William Schnell

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

Special Master Administration Fee \$250.00 from 10/17/14 Hearing

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

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

LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL MB 19 PG 66 PER OR 3864 PG 0856
1032 Riverside Dr, Holly Hill, FL 32117

owned by with Dorothea Tonnesen & William Schnell

of a total value of Two Hundred Fifty Dollars (\$250.00)

which remains unpaid as of June 12, 2017



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

Sworn to and subscribed before me this 12 day of June

2017
[Signature]
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. 35-14-32-04-00-0120
Case No. 800145**

-vs-

**Dorothea Tonnesea
William Schnell, Owner(s)**
Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th day of October 2014, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 1032 Riverside Drive, Holly Hill 32117 has been cited for IPMC 304.2 Peeling Paint and Decay.

CONCLUSIONS OF LAW

The Respondents are in violation of Holy Hill Zoning and Ordinances: IPMC 304.2 Peeling Paint and Decay.

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.

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

If the violation IPMC 304.2 Peeling Paint and Decay is not brought into compliance in five (5) days a fine of fifty (\$50.00) dollars a day for each and every day the property remains in non-compliance

DONE AND ORDERED this _____ day of October, 2014 at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By,

John A. Pascucci
John A. Pascucci, Special Magistrate

Attest: _____

Code Enforcement Official

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of October 2014 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

- | | |
|--|--|
| 1. Mr. William Schnell
1032 Riverside Drive
Holly Hill, Florida 32117 | 2. Mr. William Schnell
290 Depot Road
Huntington Station, N.Y. 11746 |
| 3. Ms. Dorothea Tonnessea
1032 Riverside Drive
Holly Hill, Florida 32117 | 4. Ms. Dorothea Tonnessea
290 Depot Road
Huntington Station, N.Y. 117436 |

Code Enforcement Official

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Lien

Property Information

Police Case # 800145	Parcel # 35-14-32-04-00-0120
	Parcel Address 1032 Riverside Drive Holly Hill, Florida 32117
	Owner Name Dorothea Tonnesen & William Schnell
	Mailing address if different from parcel address 290 Depot Road Huntington Station, New York 11746

Claim of Lien

Description of Violation and Special Master Directives
Residence has Rotting wood and peeling paint.
\$250.00 Administrative fee, \$50.00 a day.

Amount of Lien \$ 250.00 + \$50.00 a day after 10/27/2014

Release of Lien

Comments		
Amount Paid \$		Instrument #
Book #	Page #	Date of Recording

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

repared 8/16/23,15:53:11
 rogram HTDFTAL
 ser ID HLLHRS

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
 Case 19-00001181

Property Information

Address: 1032 RIVERSIDE DR
 HOLLY HILL, FL 321172836
 Location ID: 2402
 PARCEL NUMBER: 4 2 35 04 00 0120
 Short Parcel ID:
 Zoning: R-1 R1 SFR - LOW DENSITY
 Subdivision:

Property Address Map

1032 RIVERSIDE DR HOLLY HILL, FL 321172836 .00 .00 X 423504000120 2402

Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
 Status date: 11/12/2019
 Case type: RPM RESIDENTIAL PROPERTY MAINT
 Tenant name/number: William Schnell & Dorothea Tonnesen
 Reported date: 10/17/2014
 Origination: AD ADMINISTRATION COMPLAINT
 Default inspector: CLT RANDY AST
 Credit balance: .00

Owner Information

Owner name: TONNESEN, DOROTHEA W &
 Address: SCHNELL, WILLIAM C
 290 DEPOT ROAD
 HUNTINGTON STATION, NY 117463047
 City:
 Phone: 0
 Notice: Y
 Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
PROTECTIVE TREATMENT	LI		1	8/09/2019	11/12/2019
26-61 (1) SANITARY (GRASS)	LI		1	8/09/2019	11/12/2019

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								
40	SPEC MAG ADM FEE	250.00	250.00	.00	8/09/2019		.00	.00

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

repared 8/16/23,15:53:11
 rogram HTDFTAL
 ser ID HLLHRSA

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
 Case 19-00001181

Page

ype	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
ien paid								
	(Continued)							
0	.00 SPEC MAG DAILY FINE	58000.00	58000.00	.00	10/29/2014	1/01/2018	50.00	.00
0	.00 PROPERTY MAINTENANCE FEE	75.00	75.00	.00	3/24/2020		.00	.00
	.00	58325.00	58325.00	.00				.00
	.00							

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Prepared 8/16/23, 15:53:47
 Program HTDFTAL
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Text
 Case 19-00001181

Property Information
 Address: 1032 RIVERSIDE DR
 HOLLY HILL, FL 321172836
 Location ID: 2402
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 Short Parcel ID:
 Zoning: R-1 R1 SFR - LOW DENSITY
 Subdivision:
 Property Address Map
 1032 RIVERSIDE DR HOLLY HILL, FL 321172836 .00 .00 X 423504000120 2402

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 Default inspector: CLT RANDY AST
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 290 DEPOT ROAD
 HUNTINGTON STATION, NY 117463047
 City:
 Phone: 0
 Notice: Y
 Flip: Y

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26-61 (1) SANITARY (GRASS)	LI		1	8/09/2019	11/12/2019

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

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

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 ser ID HLLHRSA Case 19-00001181

Type	Text	Date
	(Continued)	
	PROTECTIVE TREATMENT - LIE	
	26-61 (1) SANITARY (GRASS)	
	nspection comments	
001 - NOTES	Request status	
	10/21/2020, 10:06:53 AM HLLHRSA	10/21/2020
	Lien review:\$58,000 + 250.00 + 75.00	10/21/2020
002 - NOTES	Results status INSPECTI	
	10/8/2022, 10:08:38 AM HLLHKXM	10/08/2022
	Lien reviews	10/08/2022
003 - NOTES	Request status	
	Results status INSPECTI	3/25/2023
	Lien spreadsheet updated.	3/25/2023
board meeting comments		
001 - SPECIAL MASTER MEETIN	SPECIAL MASTER \$250.00 , LAWN CUTTING \$75.00 AND	11/12/2019
	ACCUMULATING \$50.00 A DAY FROM 10-29-2014 FOR ROTTEN WOOD,	11/12/2019
	PAINT. CAME INTO COMPLIANCE APPROX. 1-2018	11/12/2019
Other action comments		
Land Management information		
Legal description		
Lien information		
	000001072 - 2017117226	

repared 8/16/23,15:53:47 Case Master Inquiry - (CEN200I001)
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 Default inspector: CLT RANDY AST
 Credit balance: .00

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 HUNTINGTON STATION, NY 117463047
 City:
 Phone: 0
 Notice: Y
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Type	Status	Location	Quantity	Date Established	Date Resolved
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 Description Data
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 SPECIAL MASTER HEARING D
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 FINE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Text	Date
Case narrative		
Violation comments		

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Prepared 8/16/23, 15:53:47 Case Master Inquiry - (CEN200I001)
 Program HTDFTAL Screen detail for Program: CE CEN200I, Text
 User ID HLLHRSA Case 19-00001181

Type	Text	Date
	(Continued)	
	PROTECTIVE TREATMENT - LIE	
	26-61 (1) SANITARY (GRASS)	
	Inspection comments	
001	- NOTES	
	Request status	
	10/21/2020, 10:06:53 AM HLLHRSA	10/21/2020
	Lien review:\$58,000 + 250.00 + 75.00	10/21/2020
002	- NOTES	
	Results status INSPECTI	
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	Lien reviews	10/08/2022
003	- NOTES	
	Request status	
	Results status INSPECTI	
	Lien spreadsheet updated.	3/25/2023
		3/25/2023
	Board meeting comments	
001	- SPECIAL MASTER MEETIN	
	SPECIAL MASTER \$250.00 , LAWN CUTTING \$75.00 AND	11/12/2019
	ACCUMULATING \$50.00 A DAY FROM 10-29-2014 FOR ROTTEN WOOD,	11/12/2019
	PAINT. CAME INTO COMPLIANCE APPROX. 1-2018	11/12/2019
	Other action comments	
	Land Management information	
	Legal description	
	Lien information	
	000001072 - 2017117226	

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Return To: (Enclose Self Addressed Envelope)	
Name:	Jonathan McKinney
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Hector Santiago
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4235-04-00-0120	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill
(Lienor's Name)

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

And in accordance with a service with TONNESEN DOROTHEA W & WILLIAM C SCHNELL
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Fine of \$75.00 due to Unkeep for lawn care

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL MB 19 PG 66 PER OR 3864 PG 0856

1032 Riverside Dr
Holly Hill, FL 32117

owned by with TONNESEN DOROTHEA W & WILLIAM C SCHNELL

of a total value of Seventy Five Dollars (\$75.00) until property comes into compliance
which remains unpaid as of June 5, 2018.



By Jonathan McKinney (Agent)
Lienor: City of Holly Hill

Print Name: Jonathan McKinney

Okalea Cirrell
Notary Public

Sworn to and subscribed before me this 5th of June 2018

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This Instrument Prepared by:	
Name:	Eleni Deligianis
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 4235-04-00-0120	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill
(Lienor's Name)

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

Respondent ordered to pay fines, fees and cost as follows:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on September 21st, 2020, which remains unpaid.

Fines of \$50.00 per day per violation, commencing on October 21, 2020 for one cited violation that has not been corrected.

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

LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL MB 19 PG 66 PER OR 3864 PG 0856 PER 7804 PG 0567

1032 Riverside Dr., Holly Hill FL 32117

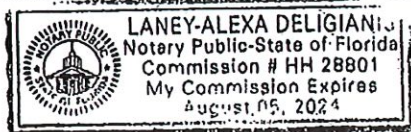
owned by William C. Schnell. Fines, fees and cost of Fifty Dollars (\$50.00) per day; commencing on October 21th, 2020 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as of December 29th, 2020.

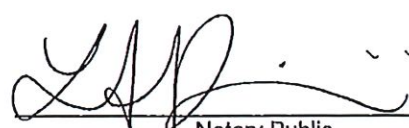
Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 29th day of December, 2020.




Notary Public

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

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

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

Parcel No. 4235-0400-0120
Case No. 20-3305

Petitioner,

-vs-

William C. Schnell, 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 17th of September, 2020, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That William C. Schnell, Owner and Respondent of the property located at 1032 Riverside Drive, Holly Hill, Florida 32117 was given a Violation Notice on the 30th of June, 2020, and a Notice to Appear on the 20th of August, 2020, for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.13 – Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight; Section 26-61(2) – Sanitary Nuisance. 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; and Section 114-727 (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality.

At the hearing, the Code Enforcement Officer testified and demonstrated through photographs, each of the violations. There is plywood covering a damaged window and the fence is leaning towards a neighbor's property. The accumulation of trash and debris was cleaned up. No one appeared on behalf of the Owner/Respondent.

CONCLUSIONS OF LAW

That Owner and Respondent of the property located at 1032 Riverside Drive, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: IPMC 304.13 – Window,

skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight; and Section 114-727 – (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality.

ORDER

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

If the violation of IPMC 304.13 – Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

If the violation of Section 114-727 – (a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 21st day of September 2020, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of _____, 2020 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

William C Schnell
Dorothea W Schnell
Tonnesen Schnell
1032 Riverside Drive
Holly Hill, FL 32117

William C Schnell
Dorothea W Schnell
Tonnesen Schnell
290 Depot Rd.
Huntington Station, NY 11746

Code Enforcement Official

IMPORTANT NOTICE

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

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

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Peg Collier
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 423504000120	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines, fees and cost as follows:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on October 30, 2023, which remains unpaid as of March 12, 2024.
Case #CER2023-000055

Fines of \$50.00 per day (\$50 per day, per violation, 3 violations) commencing on November 29, 2023.

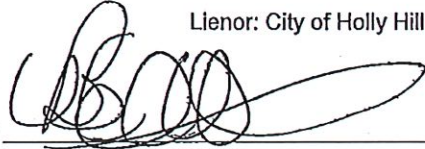
on the following described real property in Volusia County, Florida: LOT 12 PEPIOT RESUB LOTS 13 14 & 15 BLK 1 M & C HOLLY HILL MB 19 PG 66 PER OR 3864 PG 0856 PER 7804 PG 0567

1032 Riverside Dr., Holly Hill, FL 32117.

Owned by William Schnell.

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

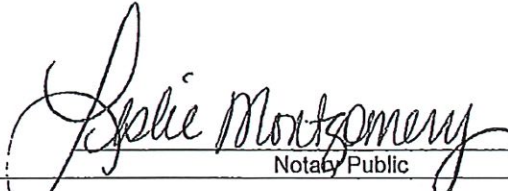
Lienor: City of Holly Hill

By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 21 day of March, 2024.




Notary Public

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

City of Holly Hill, a Political

Parcel No. 4235-0400-0120

Sub-division of the State of Florida

Case No. 23-2978

Petitioner,

New Case #

-vs-

CER 2023-000055

William Schnell, Owner

Respondent(s).

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 27th of October 2023, The owner of the property William Schnell, was not present. Based on the evidence received, the Special Magistrate, thereupon Issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That William Schnell, Owner and Respondent of the property located at 1032 Riverside Drive Holly Hill; Florida 32117 was issued a courtesy violation on 12/19 2022. A notice of violation was issued on February 21, 2023. The Respondent was granted an extension on 08/28/2023 till 09/28/2023. Nothing was done. Property was posted and notice of violation and notice to appear on 10/09 2023 for the violation of IPMC 304.1 Exterior Maintenance, repair damaged fascia on the East and South side of the house. Fascia board is rotted. Violation IPMC 304.6 Exterior Walls, exterior siding on the East side of the house below the front windows is rotted and must be repaired. Violation 26-61 (2) Sanitary Trash, remove plywood and other debris from the north side of the house and throughout the property.

At the hearing, the Code Enforcement Officer Randy Ast, testified and provided evidence of the above. No one appeared on behalf of the Owner at this hearing.

CONCLUSIONS OF LAW

That the Owners and Respondents of the property located at 1032 Riverside Drive, Holly Hill, 32117 Is in violation of Holly Hill Zoning and Ordinances: Violation IPMC 304.1 Exterior Maintenance, repair damaged fascia on the East and South side of the house. Fascia board is rotted: Violation IPMC 304.6 Exterior Walls, exterior siding on the East side of the house below the front windows is rotted and must be repaired. Violation 26-61 (2) Sanitary Trash, remove plywood and other debris from the north side of the house and throughout the property. -- Notice of violation and the Notice to Appear was issued in this matter.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, It is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

of two hundred fifty dollars (\$250.00) due within ninety (90) days of this order. If the Respondents fail to pay the administrative fine within ninety (90) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondents' real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all the violations listed above into compliance within fourteen (14) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of Fifty dollars (\$50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

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

DONE AND ORDERED this 30th day of October 2023 in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By,

John A. Pascucci
John A. Pascucci, Special Magistrate

Attest:

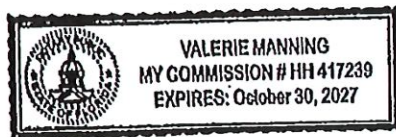
[Signature]
Code Enforcement Official

This instrument prepared by John A Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 30th day of October, 2023.



Valerie Manning
City Clerk, City of Holly Hill

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 30th day of October, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

William Schnell

1032 Riverside Drive

Holly Hill, FL 32117

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

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

Attachment: 1032 Riverside Dr (4885 : Request for a Lien Reduction - 1032 Riverside Drive)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: May 13, 2025
FROM: Joseph Forte
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 42-34 (Cost of Living Adjustment) of the Holly Hill Code of Ordinances to Incorporate an Amendment to the Cost of Living Adjustment as Approved During Collective Bargaining; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2025-O-3088
APPLICANT:
PLANNER:

DISCUSSION:

Section 42-34 (Cost of Living Adjustment) of the Holly Hill Code of Ordinances currently provides for a certain cost of living adjustment based on the retirement date of the member. During the recent collective bargaining negotiation, the City and PBA agreed to an amendment to the cost of living adjustment, which needs to be incorporated into the City's Code of Ordinances. It is currently outlined in the PBA collective bargaining agreement.

For all employees retiring on or after September 30, 2006, the annual retirement benefit shall be increased annually by a two percent cost of living adjustment, with the first adjustment occurring on the first year anniversary of the employee's retirement and each subsequent adjustment shall occur on each subsequent anniversary date. For all employees retiring on or after October 6, 2009, the annual retirement benefit shall be increased annually by a two percent cost of living adjustment, with the first adjustment occurring on the fifth year anniversary of the employee's retirement and each subsequent adjustment shall occur on each subsequent anniversary date.

Bargaining Unit Members hired after October 1, 2024 shall not receive a cost of living adjustment to their retirement benefits. However, when the Unfunded Accrued Actuarial Liability (UAAL) reduces to \$1,000,000.00 the City will consider reinstating the COLA.

FISCAL**ANALYSIS:**

There is no increase to budget expenditures and may actual reduce the city's contribution to the Police Pension Fund as it is evaluated each year.

STAFF**RECOMMENDATION:**

Staff recommends the City Commission approve this ordinance because it was negotiated in good faith with the PBA.

COMMISSION**GOAL:**

N/A

MOTION:

APPROVE AMENDING SECTION 42-34 (COST OF LIVING ADJUSTMENT) OF THE HOLLY HILL CODE OF ORDINANCES TO INCORPORATE AN AMENDMENT TO THE COST OF LIVING ADJUSTMENT AS APPROVED DURING COLLECTIVE BARGAINING.

Ordinance No. 2025-3088**FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 42-34 (COST OF LIVING ADJUSTMENT) OF THE HOLLY HILL CODE OF ORDINANCES TO INCORPORATE AN AMENDMENT TO THE COST OF LIVING ADJUSTMENT AS APPROVED DURING COLLECTIVE BARGAINING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 42-34 (COST OF LIVING ADJUSTMENT) OF THE HOLLY HILL CODE OF ORDINANCES TO INCORPORATE AN AMENDMENT TO THE COST OF LIVING ADJUSTMENT AS APPROVED DURING COLLECTIVE BARGAINING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 42-34 (Cost of Living Adjustment) of the Holly Hill Code of Ordinances currently provides for a certain cost of living adjustment based on the retirement date of the member; and

WHEREAS, during the recent collective bargaining negotiation, the City and PBA agreed to an amendment to the cost of living adjustment, which needs to be incorporated into the City's Code of Ordinances; and

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

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Section 42-34 (Cost of Living Adjustment) to read as follows:

Sec. 42-34. - Cost of living adjustment.

For all employees retiring on or after September 30, 2006, the annual retirement benefit shall be increased annually by a two percent cost of living adjustment, with the first adjustment occurring on the first year anniversary of the employee's retirement and each subsequent adjustment shall occur on each subsequent anniversary date. For all employees retiring on or after October 6, 2009, the annual retirement benefit shall be increased annually by a two percent cost of living adjustment, with the first adjustment occurring on the fifth year anniversary of the employee's retirement and each subsequent adjustment shall occur on each subsequent anniversary date. Bargaining Unit Members hired after October 1, 2024 shall not receive a cost of living adjustment to their retirement benefits. However, when the Unfunded Accrued Actuarial Liability (UAAL) reduces to \$1,000,000.00 the City will consider reinstating the COLA.

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

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

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

APPROVED AND AUTHENTICATED on this 13th day of MAY, 2025 for first reading.



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

**City Commission
Ordinance**

MEETING DATE: May 13, 2025
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.028 Acres Identified as Parcel Number 4242-04-21-0140 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2025-O-3085
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

A request to annex 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue (See Property Map) and more specifically known as 1152 S Nova Road. This application is companion to a comprehensive plan amendment (CPA-2025-01) and a rezone.

BACKGROUND:

The parcel is developed with a 1,796 square foot structure and is currently used for trailer sales. The applicant has submitted a petition for annexation and proposes to sell RVs at the site.

DISCUSSION:

Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to the current city limits on two sides, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

This request is a companion to a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial which is consistent with the abutting land uses as well as that of other land uses along Nova Road. The proposed zoning is CC-1 (Commercial Corridor) and is also consistent with the zoning of abutting properties.

FINANCIAL

IMPACTS:

No financial impacts are expected other than a minor increase in taxable value.

RECOMMENDATION:

Recommend the City Commission annex 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

ATTACHMENTS:

- Attachment A - Legal Description (PDF)
- Attachment B - Property Map (PDF)
- PA Info Card(PDF)
- F.S. 171 (PDF)
- Request to Annex - 1152 S Nova rd(PDF)

HISTORY:

04/08/25

City Commission

APPROVED AT 1ST READING

Next: 05/13/25

Mr. Walker went through the staff report with the Mayor and City Commissioners. This is a request for voluntarily annexation for 1152 S Nova Road. Annexing 1.028 acres on the west side of Nova Road approximately 475 feet south of Golf Avenue. The parcel is developed with a 1,796 square foot structure and is currently used for trailer sales. The applicant has submitted a petition for annexation and proposes to sell RVs at the site. This request is a companion to a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment will request General Commercial which is consistent with the abutting land uses as well as that of other land uses along Nova Road. The proposed zoning is CC-1 (Commercial Corridor) and is also consistent with the zoning of abutting properties. Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to the current city limits on two sides, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

Mayor Penny opened public participation. No one spoke.

Ordinance No. 2025-3085

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.028 ACRES IDENTIFIED AS PARCEL NUMBER 4242-04-21-0140 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.028 ACRES IDENTIFIED AS PARCEL NUMBER 4242-04-21-0140 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert Kennedy is the owner of the real property described herein;

and

WHEREAS, Robert Kennedy, pursuant to Florida Statue 171.044, has filed a petition for voluntary annexation of said property as described in **Attachment A** into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill, has determined that

all of the property which is proposed to be annexed into the City of Holly Hill is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, Attachment A is the legal description of the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, the map attached hereto as **Attachment B** shows the property, which is proposed to be annexed into the City of Holly Hill.

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

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

(Tax Parcel Number 4242-04-21-0140 and the adjacent right-of-way of Nova Road)

LEGAL DESCRIPTION: See Attached **Exhibit A**.

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at

least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. 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 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 13th day of MAY, 2025 for second and final reading.

**ATTACHMENT A
LEGAL DESCRIPTION**

ATTACHMENT B
PROPERTY MAP

A bounds description for Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560 pp 2208-2210 for the purposes of annexation into the City of Holly Hill, Florida.

A Portion of Lot 14, Block 21, Mary Fleming's Subdivision of the Thomas Fitch Grant being described as follows: Beginning at the intersection of the westerly right of way of South Nova Road an existing 100 feet wide right of way, with the northerly line of Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560, pages 2208-2210; thence westerly along the northerly line of said Volusia County Parcel No. 414104210140 to an intersection with an easterly line of Volusia County Parcel No. 424204210135 as recorded at Volusia County Official Records Book 6049, page 3899 and 3900; thence southerly along the easterly lines of Volusia County Parcel No. 424204210135 and Volusia County Parcel No. 424204210147 as recorded at Volusia County Official Records Book 2742, page 116 to the southwest corner of aforesaid Volusia County Parcel No. 424204210140 and the northwest corner of Volusia County Parcel No. 424204210213 as recorded at Volusia County Official Records Book 2433, page 1583; thence easterly along the southerly line of the aforesaid Volusia County Parcel No. 424204210140 and the northerly line of Volusia County Parcel No. 424204210213 to an intersection with the westerly right of way of South Nova Road: thence northerly along said westerly right of way to the northeasterly corner of said Volusia County Parcel No. 424204210140 and the Point of Beginning.

Description prepared by:



Michael M. Myer, PSM LS4006

Myer Land Surveying, Inc.
316 Ridgewood Avenue
Holly Hill, FL 32117
Licensed Business 6877

Attachment: Attachment A - Legal Description (2025-O-3085 : 1152 S Nova Road - Annexation)

LOCATION MAP

1152 S NOVA ROAD



Attachment: Attachment B - Property Map (2025-O-3085 : 1152 S Nova Road - Annexation)



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL. 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168488

Parcel ID: 424204210140

KENNEDY ROBERT HALE

1152 S NOVA RD, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	3168488
Parcel ID:	424204210140
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0140
Owner(s):	KENNEDY ROBERT HALE - JT - Joint Tenancy with Right of Survivorship KENNEDY MARK LEO - JT - Joint Tenancy with Right of Survivorship
Mailing Address On File:	1992 N NOVA RD HOLLY HILL FL 32117 1442
Physical Address:	1152 S NOVA RD, ORMOND BEACH 32174
Property Use:	2700 - AUTO SALES
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card (2025-O-3085 : 1152 S Nova Road - Annexation)

Select Year: 2019

The 2019 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 171](#)
LOCAL GOVERNMENT BOUNDARIES

[View Entire Chapter](#)

CHAPTER 171
LOCAL GOVERNMENT BOUNDARIES

PART I
MUNICIPAL ANNEXATION OR CONTRACTION
(ss. 171.011-171.094)

PART II
INTERLOCAL SERVICE BOUNDARY AGREEMENTS
(ss. 171.20-171.212)

PART I
MUNICIPAL ANNEXATION OR CONTRACTION

- 171.011 Short title.
- 171.021 Purpose.
- 171.022 Preemption; effect on special laws.
- 171.031 Definitions.
- 171.0413 Annexation procedures.
- 171.042 Prerequisites to annexation.
- 171.043 Character of the area to be annexed.
- 171.044 Voluntary annexation.
- 171.045 Annexation limited to a single county.
- 171.046 Annexation of enclaves.
- 171.051 Contraction procedures.
- 171.052 Criteria for contraction of municipal boundaries.
- 171.061 Apportionment of debts and taxes in annexations or contractions.
- 171.062 Effects of annexations or contractions.
- 171.071 Effect in Miami-Dade County.
- 171.081 Appeal on annexation or contraction.
- 171.091 Recording.
- 171.093 Municipal annexation within independent special districts.
- 171.094 Effect of interlocal service boundary agreements adopted under part II on annexations under this part.

171.011 Short title.—This chapter shall be known and may be cited as the “Municipal Annexation or Contraction Act.”

History.—s. 1, ch. 74-190.

171.021 Purpose.—The purposes of this act are to set forth procedures for adjusting the boundaries of municipalities through annexations or contractions of corporate limits and to set forth criteria for determining when annexations or contractions may take place so as to:

- (1) Ensure sound urban development and accommodation to growth.
- (2) Establish uniform legislative standards throughout the state for the adjustment of municipal boundaries.
- (3) Ensure the efficient provision of urban services to areas that become urban in character.
- (4) Ensure that areas are not annexed unless municipal services can be provided to those areas.

History.—s. 1, ch. 74-190.

171.022 Preemption; effect on special laws.—

- (1) It is further the purpose of this act to provide viable and usable general law standards and procedures for adjusting the boundaries of municipalities in this state.
- (2) The provisions of any special act or municipal charter relating to the adjusting of municipal boundaries in effect on October 1, 1974, are repealed except as otherwise provided herein.

History.—s. 1, ch. 74-190.

171.031 Definitions.—As used in this chapter, the following words and terms have the following meanings unless some other meaning is plainly indicated:

- (1) “Annexation” means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.
- (2) “Contraction” means the reversion of real property within municipal boundaries to an unincorporated status.
- (3) “Municipality” means a municipality created pursuant to general or special law authorized or recognized pursuant to s. 2 or s. 6, Art. VIII of the State Constitution.
- (4) “Newspaper of general circulation” means a newspaper printed in the language most commonly spoken in the area within which it circulates, which is readily available for purchase by all inhabitants in its area of circulation, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.
- (5) “Parties affected” means any persons or firms owning property in, or residing in, either a municipality proposing annexation or contraction or owning property that is proposed for annexation to a municipality or any governmental unit with jurisdiction over such area.
- (6) “Qualified voter” means any person registered to vote in accordance with law.
- (7) “Sufficiency of petition” means the verification of the signatures and addresses of all signers of a petition with the voting list maintained by the county supervisor of elections and certification that the number of valid signatures represents the required percentage of the total number of qualified voters in the area affected by a proposed annexation.
- (8) “Urban in character” means an area used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.
- (9) “Urban services” means any services offered by a municipality, either directly or by contract, to any of its present residents.

(10) “Urban purposes” means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.

(11) “Contiguous” means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing herein shall be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision or provisions of special law or laws prohibit the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

(12) “Compactness” means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact.

(13) “Enclave” means:

(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or

(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

History.—s. 1, ch. 74-190; s. 1, ch. 75-297; s. 75, ch. 81-259; s. 1, ch. 84-148; s. 15, ch. 93-206.

171.0413 Annexation procedures.—Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(2) Following the final adoption of the ordinance of annexation by the governing body of the annexing municipality, the ordinance shall be submitted to a vote of the registered electors of the area proposed to be annexed. The governing body of the annexing municipality may also choose to submit the ordinance of annexation to a separate vote of the registered electors of the annexing municipality. The

referendum on annexation shall be called and conducted and the expense thereof paid by the governing body of the annexing municipality.

(a) The referendum on annexation shall be held at the next regularly scheduled election following the final adoption of the ordinance of annexation by the governing body of the annexing municipality or at a special election called for the purpose of holding the referendum. However, the referendum, whether held at a regularly scheduled election or at a special election, shall not be held sooner than 30 days following the final adoption of the ordinance by the governing body of the annexing municipality.

(b) The governing body of the annexing municipality shall publish notice of the referendum on annexation at least once each week for 2 consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in the area in which the referendum is to be held. The notice shall give the ordinance number, the time and places for the referendum, and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(c) On the day of the referendum on annexation there shall be prominently displayed at each polling place a copy of the ordinance of annexation and a description of the property proposed to be annexed. The description shall be by metes and bounds and shall include a map clearly showing such area.

(d) Ballots or mechanical voting devices used in the referendum on annexation shall offer the choice "For annexation of property described in ordinance number of the City of " and "Against annexation of property described in ordinance number of the City of " in that order.

(e) If the referendum is held only in the area proposed to be annexed and receives a majority vote, or if the ordinance is submitted to a separate vote of the registered electors of the annexing municipality and the area proposed to be annexed and there is a separate majority vote for annexation in the annexing municipality and in the area proposed to be annexed, the ordinance of annexation shall become effective on the effective date specified therein. If there is any majority vote against annexation, the ordinance shall not become effective, and the area proposed to be annexed shall not be the subject of an annexation ordinance by the annexing municipality for a period of 2 years from the date of the referendum on annexation.

(3) Any parcel of land which is owned by one individual, corporation, or legal entity, or owned collectively by one or more individuals, corporations, or legal entities, proposed to be annexed under the provisions of this act shall not be severed, separated, divided, or partitioned by the provisions of said ordinance, but shall, if intended to be annexed, or if annexed, under the provisions of this act, be annexed in its entirety and as a whole. However, nothing herein contained shall be construed as affecting the validity or enforceability of any ordinance declaring an intention to annex land under the existing law that has been enacted by a municipality prior to July 1, 1975. The owner of such property may waive the requirements of this subsection if such owner does not desire all of the tract or parcel included in said annexation.

(4) Except as otherwise provided in this law, the annexation procedure as set forth in this section shall constitute a uniform method for the adoption of an ordinance of annexation by the governing body of any municipality in this state, and all existing provisions of special laws which establish municipal annexation procedures are repealed hereby; except that any provision or provisions of special law or laws which prohibit annexation of territory that is separated from the annexing municipality by a body of water or watercourse shall not be repealed.

(5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such area shall not be

annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

History.—s. 2, ch. 75-297; s. 1, ch. 76-176; s. 44, ch. 77-104; s. 1, ch. 80-350; s. 76, ch. 81-259; s. 1, ch. 86-113; s. 15, ch. 90-279; s. 16, ch. 93-206; s. 1, ch. 93-243; s. 1, ch. 94-196; s. 1448, ch. 95-147; s. 12, ch. 99-378.

171.042 Prerequisites to annexation.—

(1) Prior to commencing the annexation procedures under s. 171.0413, the governing body of the municipality shall prepare a report setting forth the plans to provide urban services to any area to be annexed, and the report shall include the following:

(a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

(b) A statement certifying that the area to be annexed meets the criteria in s. 171.043.

(c) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation. Specifically, such plans shall:

1. Provide for extending urban services except as otherwise provided herein to the area to be annexed on the date of annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation.

2. Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.

3. If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.

4. Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

(2) Not fewer than 15 days prior to commencing the annexation procedures under s. 171.0413, the governing body of the municipality shall file a copy of the report required by this section with the board of county commissioners of the county wherein the municipality is located. Failure to timely file the report as required in this subsection may be the basis for a cause of action invalidating the annexation.

(3) The governing body of the municipality shall, not less than 10 days prior to the date set for the first public hearing required by s. 171.0413(1), mail a written notice to each person who resides or owns property within the area proposed to be annexed. The notice must describe the annexation proposal,

the time and place for each public hearing to be held regarding the annexation, and the place or places within the municipality where the proposed ordinance may be inspected by the public. A copy of the notice must be kept available for public inspection during the regular business hours of the office of the clerk of the governing body.

History.—s. 1, ch. 74-190; s. 3, ch. 75-297; s. 1, ch. 78-19; s. 13, ch. 81-167; s. 13, ch. 83-55; s. 5, ch. 84-241; s. 2, ch. 2006-218.

171.043 Character of the area to be annexed.—A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

History.—s. 1, ch. 74-190; s. 2, ch. 76-176.

171.044 Voluntary annexation.—

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

History.—s. 1, ch. 74-190; ss. 4, 5, ch. 75-297; s. 3, ch. 76-176; s. 2, ch. 86-113; s. 1, ch. 90-171; s. 16, ch. 90-279; s. 16, ch. 98-176; s. 3, ch. 2006-218.

171.045 Annexation limited to a single county.—In order for an annexation proceeding to be valid for the purposes of this chapter, the annexation must take place within the boundaries of a single county.

History.—s. 2, ch. 74-190.

171.046 Annexation of enclaves.—

(1) The Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

(2) In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

(a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or
(b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

(3) This section does not apply to undeveloped or unimproved real property.

History.—s. 18, ch. 93-206; s. 5, ch. 2016-148.

171.051 Contraction procedures.—Any municipality may initiate the contraction of municipal boundaries in the following manner:

(1) The governing body shall by ordinance propose the contraction of municipal boundaries, as described in the ordinance, and provide an effective date for the contraction.

(2) A petition of 15 percent of the qualified voters in an area desiring to be excluded from the municipal boundaries, filed with the clerk of the municipal governing body, may propose such an ordinance. The municipality to which such petition is directed shall immediately undertake a study of the feasibility of such proposal and shall, within 6 months, either initiate proceedings under subsection (1) or reject the petition, specifically stating the facts upon which the rejection is based.

(3) After introduction, the contraction ordinance shall be noticed at least once per week for 2 consecutive weeks in a newspaper of general circulation in the municipality, such notice to describe the area to be excluded. Such description shall include a statement of findings to show that the area to be excluded fails to meet the criteria of s. 171.043, set the time and place of the meeting at which the ordinance will be considered, and advise that all parties affected may be heard.

(4) If, at the meeting held for such purpose, a petition is filed and signed by at least 15 percent of the qualified voters resident in the area proposed for contraction requesting a referendum on the question, the governing body shall, upon verification, paid for by the municipality, of the sufficiency of the petition, and before passing such ordinance, submit the question of contraction to a vote of the qualified voters of the area proposed for contraction, or the governing body may vote not to contract the municipal boundaries.

(5) The governing body may also call for a referendum on the question of contraction on its own volition and in the absence of a petition requesting a referendum.

(6) The referendum, if required, shall be held at the next regularly scheduled election, or, if approved by a majority of the municipal governing body, at a special election held prior to such election, but no sooner than 30 days after verification of the petition or passage of the resolution or ordinance calling for the referendum.

(7) The municipal governing body shall establish the date of election and publish notice of the referendum election at least once a week for the 2 consecutive weeks immediately prior to the election in a newspaper of general circulation in the area proposed to be excluded or in the municipality. Such notice shall give the time and places for the election and a general description of the area to be excluded, which shall be in the form of a map clearly showing the area proposed to be excluded.

(8) Ballots or mechanical voting devices shall offer the choices “For deannexation” and “Against deannexation,” in that order.

(9) A majority vote “For deannexation” shall cause the area proposed for exclusion to be so excluded upon the effective date set in the contraction ordinance.

(10) A majority vote “Against deannexation” shall prevent any part of the area proposed for exclusion from being the subject of a contraction ordinance for a period of 2 years from the date of the referendum election.

History.—s. 1, ch. 74-190; s. 17, ch. 90-279.

171.052 Criteria for contraction of municipal boundaries.—

(1) Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies. If the area proposed to be excluded does not meet the criteria

of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

(2) The ordinance shall make provision for apportionment of any prior existing debt and property.

History.—s. 1, ch. 74-190.

171.061 Apportionment of debts and taxes in annexations or contractions.—

(1) The area annexed to a municipality shall be subject to the taxes and debts of the municipality upon the effective date of the annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the municipal governing body levies such tax.

(2) The municipal governing body, in the event of exclusion of territory, shall reach agreement with the county governing body to determine what portion, if any, of the existing indebtedness or property of the municipality shall be assumed by the county of which the excluded territory will become a part, the fair value of such indebtedness or property, and the manner of transfer and financing.

History.—s. 1, ch. 74-190.

171.062 Effects of annexations or contractions.—

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

(3) An area excluded from a municipality shall no longer be subject to any laws, ordinances, or regulations in force in the municipality from which it was excluded and shall no longer be entitled to the privileges and benefits accruing to the area within the municipal boundaries upon the effective date of the exclusion. It shall be subject to all laws, ordinances, and regulations in force in that county.

(4)(a) A party that has an exclusive franchise which was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the franchise term, whichever is shorter, if:

1. The franchisee provides, if the annexing municipality requires, a level of quality and frequency of service which is equivalent to that required by the municipality in other areas of the municipality not served by the franchisee, and

2. The franchisee provides such service to the annexed area at a reasonable cost. The cost must include the following as related to providing services to the annexed area:

- a. Capital costs for land, structures, vehicles, equipment, and other items used for solid waste management;
- b. Operating and maintenance costs for solid waste management;
- c. Costs to comply with applicable statutes, rules, permit conditions, and insurance requirements;
- d. Disposal costs; and
- e. A reasonable profit.

If the municipality and the franchisee cannot enter into an agreement as to such cost, they shall submit the matter of cost to arbitration.

(b) A municipality, at its option, may allow the franchisee to continue providing services pursuant to the existing franchise agreement.

(c) A municipality may terminate any franchise if the franchisee does not agree to comply with the requirements of paragraph (a) within 90 days after the effective date of the proposed annexation.

(5) A party that has a contract that was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the contract term, whichever is shorter. Within a reasonable time following a written request to do so, the party shall provide the annexing municipality with a copy of the pertinent portion of the contract or other written evidence showing the duration of the contract, excluding any automatic renewals or so-called “evergreen” provisions. This subsection does not apply to contracts to provide solid waste collection services to single-family residential properties in those enclaves described in s. 171.046.

History.—s. 1, ch. 74-190; s. 22, ch. 85-55; s. 1, ch. 88-92; s. 17, ch. 93-206; s. 2, ch. 93-243; s. 2, ch. 2000-304.

171.071 Effect in Miami-Dade County.—Municipalities within the boundaries of Miami-Dade County shall adopt annexation or contraction ordinances pursuant to methods established by the home rule charter established pursuant to s. 6(e), Art. VIII of the State Constitution.

History.—s. 1, ch. 74-190; s. 31, ch. 2008-4.

171.081 Appeal on annexation or contraction.—

(1) Any party affected who believes that he or she will suffer material injury by reason of the failure of the municipal governing body to comply with the procedures set forth in this chapter for annexation or contraction or to meet the requirements established for annexation or contraction as they apply to his or her property may file a petition in the circuit court for the county in which the municipality or municipalities are located seeking review by certiorari. The action may be initiated at the party’s option within 30 days following the passage of the annexation or contraction ordinance or within 30 days following the completion of the dispute resolution process in subsection (2). In any action instituted pursuant to this subsection, the complainant, should he or she prevail, shall be entitled to reasonable costs and attorney’s fees.

(2) If the affected party is a governmental entity, no later than 30 days following the passage of an annexation or contraction ordinance, the governmental entity must initiate and proceed through the conflict resolution procedures established in chapter 164. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, the governmental entity that initiated the conflict resolution procedures may file a petition in the circuit court for the county in which the municipality or municipalities are located seeking review by certiorari. In any legal action instituted pursuant to this subsection, the prevailing party is entitled to reasonable costs and attorney’s fees.

History.—s. 1, ch. 74-190; s. 3, ch. 78-95; s. 916, ch. 95-147; s. 5, ch. 2006-218.

171.091 Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

History.—s. 1, ch. 74-190; s. 10, ch. 2009-96; s. 9, ch. 2011-14.

171.093 Municipal annexation within independent special districts.—

(1) The purpose of this section is to provide an orderly transition of special district service responsibilities in an annexed area from an independent special district which levies ad valorem taxes to a municipality following the municipality's annexation of property located within the jurisdictional boundaries of an independent special district, if the municipality elects to assume such responsibilities.

(2) The municipality may make such an election by adopting a resolution evidencing the election and forwarding the resolution to the office of the special district and the property appraiser and tax collector of the county in which the annexed property is located. In addition, the municipality may incorporate its election into the annexation ordinance.

(3) Upon a municipality's election to assume the district's responsibilities, the municipality and the district may enter into an interlocal agreement addressing the orderly transfer of service responsibilities, real assets, equipment, and personnel to the municipality. The agreement shall address allocation of responsibility for special district services, avoidance of double taxation of property owners for such services in the area of overlapping jurisdiction, prevention of loss of any district revenues which may be detrimental to the continued operations of the independent district, avoidance of impairment of existing district contracts, disposition of property and equipment of the independent district and any assumption of indebtedness for it, the status and employee rights of any adversely affected employees of the independent district, and any other matter reasonably related to the transfer of responsibilities.

(4)(a) If the municipality and the district are unable to enter into an interlocal agreement pursuant to subsection (3), the municipality shall so advise the district and the property appraiser and tax collector of the county in which the annexed property is located and, effective October 1 of the calendar year immediately following the calendar year in which the municipality declares its intent to assume service responsibilities in the annexed area, the district shall remain the service provider in the annexed area for a period of 4 years. During the 4-year period, the municipality shall pay the district an amount equal to the ad valorem taxes or assessments that would have been collected had the property remained in the district.

(b) By the end of the 4-year period, or any extension mutually agreed upon by the district and the municipality, the municipality and the district shall enter into an agreement that identifies the existing district property located in the municipality or primarily serving the municipality that will be assumed by the municipality, the fair market value of such property, and the manner of transfer of such property and any associated indebtedness. If the municipality and district are unable to agree to an equitable distribution of the district's property and indebtedness, the matter shall proceed to circuit court. In equitably distributing the district's property and associated indebtedness, the taxes and other revenues paid the district by or on behalf of the residents of the annexed area shall be taken into consideration.

(c) During the 4-year period, or during any mutually agreed upon extension, district service and capital expenditures within the annexed area shall continue to be rationally related to the annexed area's service needs. Service and capital expenditures within the annexed area shall also continue to be rationally related to the percentage of district revenue received on behalf of the residents of the annexed area when compared to the district's total revenue. A capital expenditure greater than \$25,000 shall not be made by the district for use primarily within the annexed area without the express consent of the municipality.

(5) If the municipality elects not to assume the district's responsibilities, the district shall remain the service provider in the annexed area, the geographical boundaries of the district shall continue to include the annexed area, and the district may continue to levy ad valorem taxes and assessments on the real property located within the annexed area. If the municipality elects to assume the district's

responsibilities in accordance with subsection (3), the district's boundaries shall contract to exclude the annexed area at the time and in the manner provided in the agreement.

(6) If the municipality elects to assume the district's responsibilities and the municipality and the district are unable to enter into an interlocal agreement, and the district continues to remain the service provider in the annexed area in accordance with subsection (4), the geographical boundaries of the district shall contract to exclude the annexed area on the effective date of the beginning of the 4-year period provided for in subsection (4). Nothing in this section precludes the contraction of the boundary of any independent special district by special act of the Legislature. The district shall not levy ad valorem taxes or assessments on the annexed property in the calendar year in which its boundaries contract and subsequent years, but it may continue to collect and use all ad valorem taxes and assessments levied in prior years. Nothing in this section prohibits the district from assessing user charges and impact fees within the annexed area while it remains the service provider.

(7) In addition to any other authority provided by law, a municipality is authorized to levy assessments on property located in an annexed area to offset all or a portion of the costs incurred by the municipality in assuming district responsibilities pursuant to this section. Such assessments may be collected pursuant to and in accordance with applicable law.

(8) This section does not apply to districts created pursuant to chapter 190 or chapter 373.

History.—s. 8, ch. 2000-304; s. 29, ch. 2001-60.

171.094 Effect of interlocal service boundary agreements adopted under part II on annexations under this part.—

(1) An interlocal service boundary agreement entered into pursuant to part II is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.

(2) Notwithstanding any other provision of this part, without the consent of the county, the affected municipality, or affected independent special district by resolution, a county, an invited municipality, or independent special district may not take any action that violates an interlocal service boundary agreement.

History.—s. 4, ch. 2006-218.

**PART II
INTERLOCAL SERVICE BOUNDARY
AGREEMENTS**

171.20 Short title.

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171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.

171.20 Short title.—This part may be cited as the “Interlocal Service Boundary Agreement Act.”

History.—s. 1, ch. 2006-218.

171.201 Legislative intent.—The Legislature intends to provide an alternative to part I of this chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal of this part is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. This part is intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. This part is intended to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments. It is the intent of this part to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. This part is intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

History.—s. 1, ch. 2006-218.

171.202 Definitions.—As used in this part, the term:

(1) “Chief administrative officer” means the municipal administrator, municipal manager, county manager, county administrator, or other officer of the municipality, county, or independent special district who reports directly to the governing body of the local government.

(2) “Enclave” has the same meaning as provided in s. 171.031.

(3) “Independent special district” means an independent special district, as defined in s. 189.012, which provides fire, emergency medical, water, wastewater, or stormwater services.

(4) “Initiating county” means a county that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(5) “Initiating local government” means a county, municipality, or independent special district that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(6) “Initiating municipality” means a municipality that commences the process for negotiating an interlocal service boundary agreement through the adoption of an initiating resolution.

(7) “Initiating resolution” means a resolution adopted by a county, municipality, or independent special district which commences the process for negotiating an interlocal service boundary agreement and which identifies the unincorporated area and other issues for discussion.

(8) “Interlocal service boundary agreement” means an agreement adopted under this part, between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

(9) “Invited local government” means an invited county, municipality, or special district and any other local government designated as such in an initiating resolution or a responding resolution that invites the local government to participate in negotiating an interlocal service boundary agreement.

(10) “Invited municipality” means an initiating municipality and any other municipality designated as such in an initiating resolution or a responding resolution that invites the municipality to participate in negotiating an interlocal service boundary agreement.

(11) “Municipal service area” means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement for municipal annexation by a municipality that is a party to the agreement.

(b) An unincorporated area that has been identified in an interlocal service boundary agreement to receive municipal services from a municipality that is a party to the agreement or from the municipality’s designee.

(12) “Notified local government” means the county or a municipality, other than an invited municipality, that receives an initiating resolution.

(13) “Participating resolution” means the resolution adopted by the initiating local government and the invited local government.

(14) “Requesting resolution” means the resolution adopted by a municipality seeking to participate in the negotiation of an interlocal service boundary agreement.

(15) “Responding resolution” means the resolution adopted by the county or an invited municipality which responds to the initiating resolution and which may identify an additional unincorporated area or another issue for discussion, or both, and may designate an additional invited municipality or independent special district.

(16) “Unincorporated service area” means one or more of the following as designated in an interlocal service boundary agreement:

(a) An unincorporated area that has been identified in an interlocal service boundary agreement and that may not be annexed without the consent of the county.

(b) An unincorporated area or incorporated area, or both, which have been identified in an interlocal service boundary agreement to receive municipal services from a county or its designee or an independent special district.

History.—s. 1, ch. 2006-218; s. 67, ch. 2014-22.

171.203 Interlocal service boundary agreement.—The governing body of a county and one or more municipalities or independent special districts within the county may enter into an interlocal service boundary agreement under this part. The governing bodies of a county, a municipality, or an independent special district may develop a process for reaching an interlocal service boundary agreement which provides for public participation in a manner that meets or exceeds the requirements of subsection (13), or the governing bodies may use the process established in this section.

(1) A county, a municipality, or an independent special district desiring to enter into an interlocal service boundary agreement shall commence the negotiation process by adopting an initiating resolution. The initiating resolution must identify an unincorporated area or incorporated area, or both, to be discussed and the issues to be negotiated. The identified area must be specified in the initiating resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The issues for negotiation must be listed in the initiating resolution and may include, but need not be limited to, the issues listed in subsection (6). An independent special district may initiate the interlocal service boundary agreement for the purposes of dissolving an independent special district or in response to a proposed annexation that would remove more than 10 percent of the taxable or assessable value of an independent special district.

(a) The initiating resolution of an initiating county must designate one or more invited municipalities. The initiating resolution of an initiating municipality may designate an invited municipality. The initiating resolution of an independent special district must designate one or more invited municipalities and invite the county.

(b) An initiating county shall send the initiating resolution by United States certified mail to the chief administrative officer of every invited municipality and each other municipality within the county. An initiating municipality shall send the initiating resolution by United States certified mail to the chief administrative officer of the county, the invited municipality, if any, and each other municipality within the county.

(c) The initiating local government shall also send the initiating resolution to the chief administrative officer of each independent special district in the unincorporated area designated in the initiating resolution.

(2) Within 60 days after the receipt of an initiating resolution, the county or the invited municipality, as appropriate, shall adopt a responding resolution. The responding resolution may identify an additional unincorporated area or incorporated area, or both, for discussion and may designate additional issues for negotiation. The additional identified area, if any, must be specified in the responding resolution by a descriptive exhibit that includes, but need not be limited to, a map or legal description of the designated area. The additional issues designated for negotiation, if any, must be listed in the responding resolution and may include, but need not be limited to, the issues listed in subsection (6). The responding resolution may also invite an additional municipality or independent special district to negotiate the interlocal service boundary agreement.

(a) Within 7 days after the adoption of a responding resolution, the responding county shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating municipality, each invited municipality, if any, and the independent special district that received an initiating resolution.

(b) Within 7 days after the adoption of a responding resolution, an invited municipality shall send the responding resolution by United States certified mail to the chief administrative officer of the initiating county, each invited municipality, if any, and each independent special district that received an initiating resolution.

(c) An invited municipality that was invited by a responding resolution shall adopt a responding resolution in accordance with paragraph (b).

(d) Within 60 days after receipt of the initiating resolution, any independent special district that received an initiating resolution and that desires to participate in the negotiations shall adopt a resolution indicating that it intends to participate in the negotiation process for the interlocal service boundary agreement. Within 7 days after the adoption of the resolution, the independent special district shall send the resolution by United States certified mail to the chief administrative officer of the county, the initiating municipality, each invited municipality, if any, and each notified local government.

(3) A municipality within the county which is not an invited municipality may request participation in the negotiations for the interlocal service boundary agreement. Such a request must be accomplished by adopting a requesting resolution within 60 days after receipt of the initiating resolution or within 10 days after receipt of the responding resolution. Within 7 days after adoption of the requesting resolution, the requesting municipality shall send the resolution by United States certified mail to the chief administrative officer of the initiating local government and each invited municipality. The county and the invited municipality shall consider whether to allow a requesting municipality to participate in the negotiations, and, if they agree, the county and the municipality shall adopt a participating resolution allowing the requesting municipality to participate in the negotiations.

(4) The county, the invited municipalities, the participating municipalities, if any, and the independent special districts, if any have adopted a resolution to participate, shall begin negotiations

within 60 days after receipt of the responding resolution or a participating resolution, whichever occurs later.

(5) An invited municipality that fails to adopt a responding resolution shall be deemed to waive its right to participate in the negotiation process and shall be bound by an interlocal agreement resulting from such negotiation process, if any is reached.

(6) An interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or boundary adjustment. The agreement may include, but need not be limited to, provisions that:

(a) Identify a municipal service area.

(b) Identify an unincorporated service area.

(c) Identify the local government responsible for the delivery or funding of the following services within the municipal service area or the unincorporated service area:

1. Public safety.

2. Fire, emergency rescue, and medical.

3. Water and wastewater.

4. Road ownership, construction, and maintenance.

5. Conservation, parks, and recreation.

6. Stormwater management and drainage.

(d) Address other services and infrastructure not currently provided by an electric utility as defined by s. 366.02(2) or a natural gas transmission company as defined by s. 368.103(4). However, this paragraph does not affect any territorial agreement between electrical utilities or public utilities under chapter 366 or affect the determination of a territorial dispute by the Public Service Commission under s. 366.04.

(e) Establish a process and schedule for annexation of an area within the designated municipal service area consistent with s. 171.205.

(f) Establish a process for land use decisions consistent with part II of chapter 163, including those made jointly by the governing bodies of the county and the municipality, or allow a municipality to adopt land use changes consistent with part II of chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; however, the county comprehensive plan and land development regulations shall control until the municipality annexes the property and amends its comprehensive plan accordingly.

(g) Address other issues concerning service delivery, including the transfer of services and infrastructure and the fiscal compensation to one county, municipality, or independent special district from another county, municipality, or independent special district.

(h) Provide for the joint use of facilities and the colocation of services.

(i) Include a requirement for a report to the county of the municipality's planned service delivery, as provided in s. 171.042, or as otherwise determined by agreement.

(j) Establish a procedure by which the local government that is responsible for water and wastewater services shall, within 30 days after the annexation or subtraction of territory, apply for any modifications to permits of the water management district or the Department of Environmental Protection which are necessary to reflect changes in the entity that is responsible for managing surface water under such permits.

(7) If the interlocal service boundary agreement addresses responsibilities for land use planning under chapter 163, the agreement must also establish the procedures for preparing and adopting

comprehensive plan amendments, administering land development regulations, and issuing development orders.

(8) In order to ensure that the health and welfare of the residents affected by annexation will be protected, all fire and emergency medical services shall be provided by the existing provider of fire and emergency medical services to the annexed area and remain part of the existing municipal service taxing unit or special district unless:

(a) The county and annexing municipality reach an agreement, through interlocal agreement or other legally sufficient means, as to who shall provide these emergency services; or

(b) A fire rescue services element exists for the respective county's comprehensive plan filed with the state and the annexing municipality meets the criteria set forth.

(9) Each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan, as described in s. 163.3177(6)(h) 1., no later than 6 months following entry of the interlocal service boundary agreement consistent with s. 163.3177(6)(h)1.

(10) An affected person for the purpose of challenging a comprehensive plan amendment required by paragraph (6)(f) includes a person who owns real property, resides, or owns or operates a business within the boundaries of the municipal service area, and a person who owns real property abutting real property within the municipal service area that is the subject of the comprehensive plan amendment, in addition to those other affected persons who would have standing under s. 163.3184.

(11)(a) A municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for municipal annexation under s. 171.202(11)(a) shall adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation. The state land planning agency shall review the amendment for compliance with part II of chapter 163. The proposed plan amendment must contain:

1. A boundary map of the municipal service area.
2. Population projections for the area.
3. Data and analysis supporting the provision of public facilities for the area.

(b) This part does not authorize the state land planning agency to review, evaluate, determine, approve, or disapprove a municipal ordinance relating to municipal annexation or contraction.

(12) An interlocal service boundary agreement may be for a term of 20 years or less. The interlocal service boundary agreement must include a provision requiring periodic review. The interlocal service boundary agreement must require renegotiations to begin at least 18 months before its termination date.

(13) No earlier than 6 months after the commencement of negotiations, either of the initiating local governments or both, the county, or the invited municipality may declare an impasse in the negotiations and seek a resolution of the issues under ss. 164.1053-164.1057. If the local governments fail to agree at the conclusion of the process under chapter 164, the local governments shall hold a joint public hearing on the issues raised in the negotiations.

(14) When the local governments have reached an interlocal service boundary agreement, the county and the municipality shall adopt the agreement by ordinance under s. 166.041 or s. 125.66, respectively. An independent special district, if it consents to the agreement, shall adopt the agreement by final order, resolution, or other method consistent with its charter. The interlocal service boundary agreement shall take effect on the day specified in the agreement or, if there is no date, upon adoption by the county or the invited municipality, whichever occurs later. This part does not prohibit a county or municipality from adopting an interlocal service boundary agreement without the consent of an

independent special district, unless the agreement provides for the dissolution of an independent special district or the removal of more than 10 percent of the taxable or assessable value of an independent special district.

(15) For a period of 6 months following the failure of the local governments to consent to an interlocal service boundary agreement, the initiating local government may not initiate the negotiation process established in this section to require the responding local government to negotiate an agreement concerning the same identified unincorporated area and the same issues that were specified in the failed initiating resolution.

(16) This part does not authorize one local government to require another local government to enter into an interlocal service boundary agreement. However, when the process for negotiating an interlocal service boundary agreement is initiated, the local governments shall negotiate in good faith to the conclusion of the process established in this section.

(17) This section authorizes local governments to simultaneously engage in negotiating more than one interlocal service boundary agreement, notwithstanding that separate negotiations concern similar or identical unincorporated areas and issues.

(18) Elected local government officials are encouraged to participate actively and directly in the negotiation process for developing an interlocal service boundary agreement.

(19) This part does not impair any existing franchise agreement without the consent of the franchisee, any existing territorial agreement between electric utilities or public utilities under chapter 366, or the jurisdiction of the Public Service Commission to resolve a territorial dispute involving electric utilities or public utilities in accordance with s. 366.04. In addition, an interlocal agreement entered into under this section has no effect in a proceeding before the Public Service Commission involving a territorial dispute. A municipality or county shall retain all existing authority, if any, to negotiate a franchise agreement with any private service provider for use of public rights-of-way or the privilege of providing a service.

(20) This part does not impair any existing contract without the consent of the parties.

History.—s. 1, ch. 2006-218; s. 35, ch. 2011-139.

171.204 Prerequisites to annexation under this part.—The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be “urban in character” as defined in s. 171.031(8). The interlocal service boundary agreement may not allow for annexation of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Economic Opportunity for review under chapter 163. After considering the department’s review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.

History.—s. 1, ch. 2006-218; s. 61, ch. 2011-142.

171.205 Consent requirements for annexation of land under this part.—Notwithstanding part I, an interlocal service boundary agreement may provide a process for annexation consistent with this section or with part I.

(1) For all or a portion of the area within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within a municipal service area, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation unless the consent requirements of part I are met or the annexation is consented to by one or more of the following:

(a) The municipality has received a petition for annexation from more than 50 percent of the registered voters who reside in the area proposed to be annexed.

(b) The annexation is approved by a majority of the registered voters who reside in the area proposed to be annexed voting in a referendum on the annexation.

(c) The municipality has received a petition for annexation from more than 50 percent of the persons who own property within the area proposed to be annexed.

(2) If the area to be annexed includes a privately owned solid waste disposal facility as defined in s. 403.703 which receives municipal solid waste collected within the jurisdiction of multiple local governments, the annexing municipality must set forth in its plan the effects that the annexation of the solid waste disposal facility will have on the other local governments. The plan must also indicate that the owner of the affected solid waste disposal facility has been contacted in writing concerning the annexation, that an agreement between the annexing municipality and the solid waste disposal facility to govern the operations of the solid waste disposal facility if the annexation occurs has been approved, and that the owner of the solid waste disposal facility does not object to the proposed annexation.

(3) For all or a portion of an enclave consisting of more than 20 acres within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation of enclaves under this subsection unless the consent requirements of part I are met, the annexation process includes one or more of the procedures in subsection (1), or the municipality has received a petition for annexation from one or more persons who own real property in excess of 50 percent of the total real property within the area to be annexed.

(4) For all or a portion of an enclave consisting of 20 acres or fewer within a designated municipal service area, within which enclave not more than 100 registered voters reside, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and

owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. Such an annexation process may include one or more of the procedures in subsection (1) and may allow annexation according to the terms and conditions provided in the interlocal service boundary agreement, which may include a referendum of the registered voters who reside in the area proposed to be annexed.

History.—s. 1, ch. 2006-218; s. 11, ch. 2007-5; s. 32, ch. 2008-4; s. 4, ch. 2017-167.

171.206 Effect of interlocal service boundary area agreement on annexations.—

(1) An interlocal service boundary agreement is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.

(2) Notwithstanding part I, without consent of the county and the affected municipality by resolution, a county or an invited municipality may not take any action that violates the interlocal service boundary agreement.

(3) If the independent special district that participated in the negotiation process pursuant to s. 171.203(2)(d) does not consent to the interlocal service boundary agreement and a municipality annexes an area within the independent special district, the independent special district may seek compensation using the process in s. 171.093.

History.—s. 1, ch. 2006-218.

171.207 Transfer of powers.—This part is an alternative provision otherwise provided by law, as authorized in s. 4, Art. VIII of the State Constitution, for any transfer of power resulting from an interlocal service boundary agreement for the provision of services or the acquisition of public facilities entered into by a county, municipality, independent special district, or other entity created pursuant to law.

History.—s. 1, ch. 2006-218.

171.208 Municipal extraterritorial power.—This part authorizes a municipality to exercise extraterritorial powers that include, but are not limited to, the authority to provide services and facilities within the unincorporated area or within the territory of another municipality as provided within an interlocal service boundary agreement. These powers are in addition to other municipal powers that otherwise exist. However, this power is subject to the jurisdiction of the Public Service Commission to resolve territorial disputes under s. 366.04. An interlocal agreement has no effect on the resolution of a territorial dispute to be determined by the Public Service Commission.

History.—s. 1, ch. 2006-218.

171.209 County incorporated area power.—As provided in an interlocal service boundary agreement, this part authorizes a county to exercise powers within a municipality that include, but are not limited to, the authority to provide services and facilities within the territory of a municipality. These powers are in addition to other county powers that otherwise exist.

History.—s. 1, ch. 2006-218.

171.21 Effect of part on interlocal agreement and county charter.—A joint planning agreement, a charter provision adopted under s. 171.044(4), or any other interlocal agreement between local governments including a county, municipality, or independent special district is not affected by this part; however, a county, municipality or independent special district may avail itself of this part, which may result in the repeal or modification of a joint planning agreement or other interlocal agreement. A local government within a county that has adopted a charter provision pursuant to s. 171.044(4) may avail itself of the provisions of this part which authorize an interlocal service boundary agreement if

such interlocal agreement is consistent with the charter of that county, as the charter was approved, revised, or amended pursuant to s. 125.64.

History.—s. 1, ch. 2006-218.

171.211 Interlocal service boundary agreement presumed valid and binding.—

(1) If there is litigation over the terms, conditions, construction, or enforcement of an interlocal service boundary agreement, the agreement shall be presumed valid, and the challenger has the burden of proving its invalidity.

(2) Notwithstanding part 1, it is the intent of this part to authorize a municipality to enter into an interlocal service boundary agreement that enhances, restricts, or precludes annexations during the term of the agreement.

History.—s. 1, ch. 2006-218.

171.212 Disputes regarding construction and effect of an interlocal service boundary agreement.—If there is a question or dispute about the construction or effect of an interlocal service boundary agreement, a local government shall initiate and proceed through the conflict resolution procedures established in chapter 164. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, the local government may file an action in circuit court. For purposes of this section, the term “local government” means a party to the interlocal service boundary agreement.

History.—s. 1, ch. 2006-218.



Brian Walker <bwalker@hollyhillfl.org>

1152 s nova rd

kennedy kars <kennedykars@yahoo.com>
To: bwalker@hollyhillfl.org

Fri, Jan 10, 2025 at 2:29 PM

I Robert Kennedy owner of 1152 s nova rd Ormond beach fl 32174 would like to be annexed into the city of holly hill fl
Sent from my iPhone

Attachment: Request to Annex - 1152 S Nova rd (2025-O-3085 : 1152 S Nova Road - Annexation)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: May 13, 2025
FROM: Brian Walker
SUBJECT: **SECOND READING - ORDINANCE 3086 - 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 1152 S Nova Road (4242-04-21-0140), by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) Volusia County to General Commercial Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - ORDINANCE 3087 - 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 I-3 (Light Industrial) Volusia County to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**

NUMBER: 2025-O-3086
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

1152 S NOVA ROAD CPA AND REZONE - Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill); **AND**

An Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

BACKGROUND

The Applicant petitioned for the parcel in question to be annexed into the City of Holly Hill. Once annexed into the City, the property needs to receive city zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Volusia

County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

PROJECT INFORMATION

Size of Property: The total property is approximately 1.02 Acres +/-

Legal Description: (Exhibit A)

General Location: The property is generally located on the west side of Nova Road approximately 475 feet south of Golf Avenue (Location Map **Exhibit B**).

Frontage: The property has frontage along S Nova Road.

Access: Vehicular access will be provided via the abutting rights-of-way.

Aerial Photography: (Exhibit B)

Existing Development: The parcel is developed with a 1,796 square foot structure and is used for trailer sales.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use Zone) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). (**Exhibit B**)

Zoning: Current Zoning is I-3 (Light Industrial) (Volusia County) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (**Exhibit B**)

Floodplain Impacts: Based on FEMA map analysis, the property is not in a Special Flood Hazard Area (SFHA).

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Zoning and Land Uses

See the attached sheet labeled "**Zoning and Land Use Table.**"

Project Analysis

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required.

Development Potential

Residential - MXZ

Current FLUM Designation Volusia County - Mixed Use (MXZ)

The maximum permitted density under the property's current FLUM designation of Volusia County - Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area.

Current DU = 16 DU per ac * 1.028 ac * 0.5

Current Maximum DU = 8.22 du

Non-Residential - MXZ

The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5. $(44,800 * 0.75 * 0.5 = 16,800)$

Maximum Allowable Square Footage = 16,800 sf

Residential - General Commercial

Residential units are not permitted in the General Retail Commercial Classification

Proposed Maximum DU = 0.0 DU

Non-Residential - General Commercial

The maximum building area for non-residential developments is the site with an FAR of 1.95. $(44,800 * 1.95 = 87,360)$

Maximum Allowable Square Footage = 87,360 sf

Water and Sewer Estimated Usage is Based on Florida Administrative Code 64E-6.008
Potable Water Data and Analysis:

Residential Potable Water Demand - MXZ

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential potable water demand is 2,466 gpd.

Nonresidential Potable Water Demand - MXZ

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential potable water demand is 1,680 gpd.

Potable Water Demand - General Commercial

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 8,736 gpd.

Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 4,590 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD.

Sanitary Sewer Data and Analysis:**Sanitary Sewer Demand - MXZ**

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential sewer demand is 2,466 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential sewer demand is 1,680 gpd.

Sanitary Sewer Demand - General Commercial

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed sewer demand is 8,736 gpd.

Change in Sanitary Sewer Usage

The change in Sanitary Sewer Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 4,590 gpd.

Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation.

Stormwater Management: Any additional development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

Impacts to Traffic: There is the potential of an increase in traffic on Nova Road resulting from the land use change. However, the anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not require a TIA study to be conducted.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and is estimated to have excess capacity through 2052.

Consistency with Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services.

This amendment does not meet any of the key urban sprawl indicators. This amendment generally promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the General Commercial Development future land use, at an F.A.R. of 1.95.

Current development is within this limitation and any future development on the subject parcel will be required to comply with this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

Current development is consistent with the comprehensive plan and any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners." It goes on to state: "Retail commercial, office use, and even some residential, normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses."

Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this highly commercialized area along Nova Road. The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

This amendment promotes infill development for this location. The property is located on Nova Road which is classified in the City's Comprehensive Plan as a Principal Arterial. The parcel is surrounded on three sides by commercial development.

- Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the effect of expanding the City's tax base.

Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category

In making a determination as to the appropriateness of the rezone and land use amendment, the commission is required to review the 8 points of consideration outlined in Section 82-372 attached as Exhibit C. Staff has reviewed these 8 points and does not find within them any reason to withhold a recommendation of approval for the requested rezone and land use amendment.

With regard to the specific rezone request, the predominant zoning category applied along both sides of Nova Road between Alabama Avenue and Golf Avenue is CC-1(Commercial Corridor District). The existing business and properties that abut the parcels under review are zoned CC-1. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district and the general intent of the land development regulations.

STAFF RECOMMENDATION

Adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

AND;

Adopt the proposed Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue and more specifically known as 1152 S Nova Road.

ATTACHMENTS:

- Exhibit A - Legal Description (PDF)
- Exhibit B - Maps (PDF)
- Exhibit C - Sec. 82-372 (PDF)
- PA Info Card(PDF)
- Zoning and Land Use Table (PDF)
- Zoning and FLU Descriptions (PDF)

HISTORY:

04/08/25

Next: 05/13/25

City Commission

APPROVED AT 1ST READING

Mr. Walker went through the staff report for the Mayor and Commissioners. This request is to consider enacting a Small-Scale Future Land Use Map amendment from Mixed Use Zone (Volusia County) to General Commercial (Holly Hill) and to enact a Rezone from I-3 (Light Industrial - Volusia County) to CC-1 (Commercial Corridor - Holly Hill) for approximately 1.02 acres located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road. The applicant petitioned for the parcel in question to be annexed into the City of Holly Hill. Once annexed into the City, the property needs to receive city zoning and be included in the City of Holly Hill's Comprehensive Plan. Staff is recommending that the Commission adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road and adopt the proposed Ordinance enacting a Rezone from I-3 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.02 acres, located on the west side of Nova Road approximately 475 feet south of Golf Avenue, more known as 1152 S Nova Road.

ORDINANCE 3086 - FIRST READING

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3086 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1152 S NOVA ROAD (4242-04-21-0140), BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL HOLLY HILL,** seconded by Commissioner Snow.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

ORDINANCE 3087 - FIRST READING

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3087 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 I-3 (LIGHT INDUSTRIAL) VOLUSIA COUNTY TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL,** seconded by Commissioner DeLanoy.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

Ordinance No. 2025-3086

SECOND READING - ORDINANCE 3086 - 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 1152 S NOVA ROAD (4242-04-21-0140), BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3087 - 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 I-3 (LIGHT INDUSTRIAL) VOLUSIA COUNTY TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3086

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 1152 S NOVA ROAD (4242-04-21-0140) BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) VOLUSIA COUNTY TO GENERAL COMMERCIAL 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 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 1152 S Nova Road - (Parcel ID # 4242-04-21-0140) 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 Commerce 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 Commerce.

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 13th day of MAY, 2025 for second and final reading.

ATTACHMENT “A”

A bounds description for Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560 pp 2208-2210 for the purposes of annexation into the City of Holly Hill, Florida.

A Portion of Lot 14, Block 21, Mary Fleming’s Subdivision of the Thomas Fitch Grant being described as follows: Beginning at the intersection of the westerly right of way of South Nova Road an existing 100 feet wide right of way, with the northerly line of Volusia County Parcel No. 424204210140 as recorded at Volusia County Official Records Book 8560, pages 2208-2210: thence westerly along the northerly line of said Volusia County Parcel No. 414104210140 to an intersection with an easterly line of Volusia County Parcel No. 424204210135 as recorded at Volusia County Official Records Book 6049, page 3899 and 3900; thence southerly along the easterly lines of Volusia County Parcel No. 424204210135 and Volusia County Parcel No. 424204210147 as recorded at Volusia County Official Records Book 2742, page 116 to the southwesterly corner of aforesaid Volusia County Parcel No. 424204210140 and the northwesterly corner of Volusia County Parcel No. 424204210213 as recorded at Volusia County Official Records Book 2433, page 1583; thence easterly along the southerly line of the aforesaid Volusia County Parcel No. 424204210140 and the northerly line of Volusia County Parcel No. 424204210213 to an intersection with the westerly right of way of South Nova Road: thence northerly along said westerly right of way to the northeasterly corner of said Volusia County Parcel No. 424204210140 and the Point of Beginning.

ORDINANCE 3087

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 I-3 (LIGHT INDUSTRIAL) 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 related future land use map amendment by the Florida Department of Commerce 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 13th day of MAY, 2025 for second and reading.

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Description prepared by:



Michael M. Myer, PSM LS4006

Myer Land Surveying, Inc.
316 Ridgewood Avenue
Holly Hill, FL 32117
Licensed Business 6877

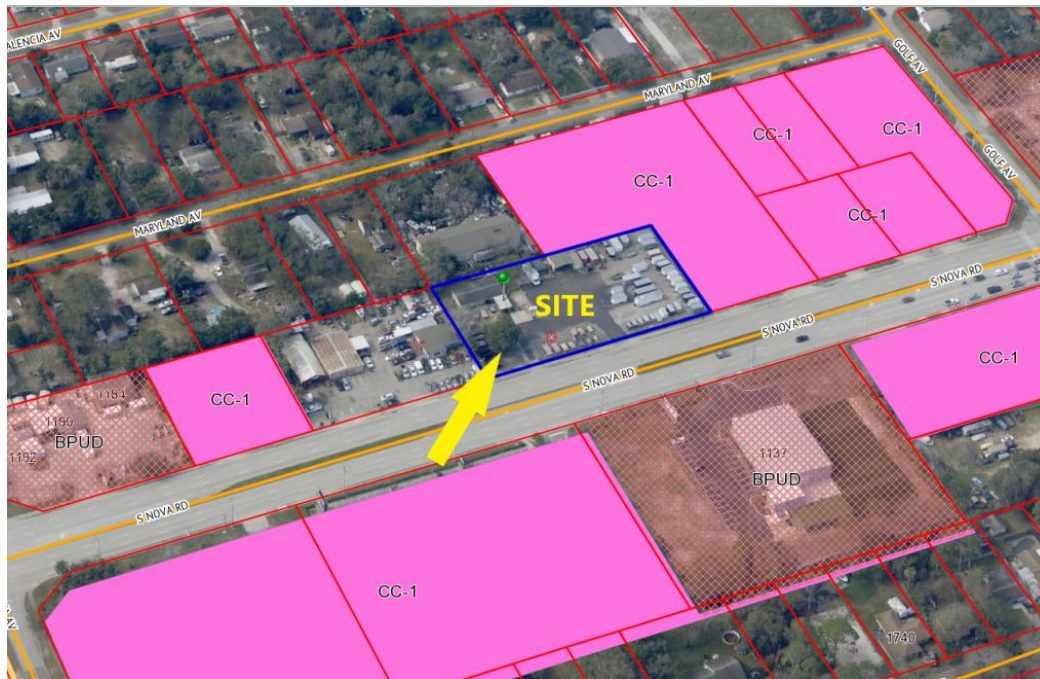
Location of 1152 S Nova Road



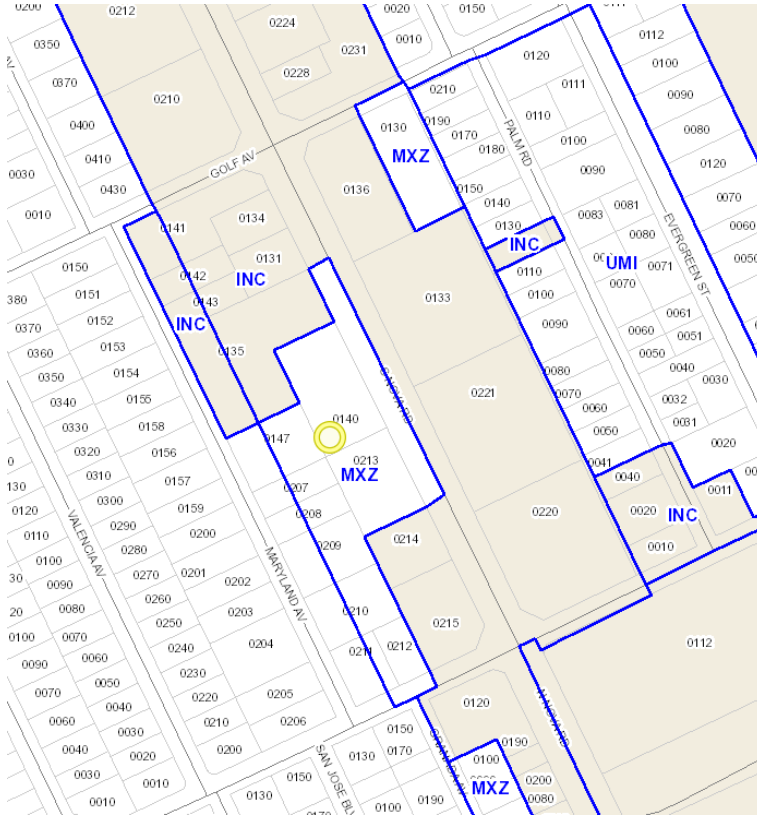
Aerial - 1152 S Nova Road



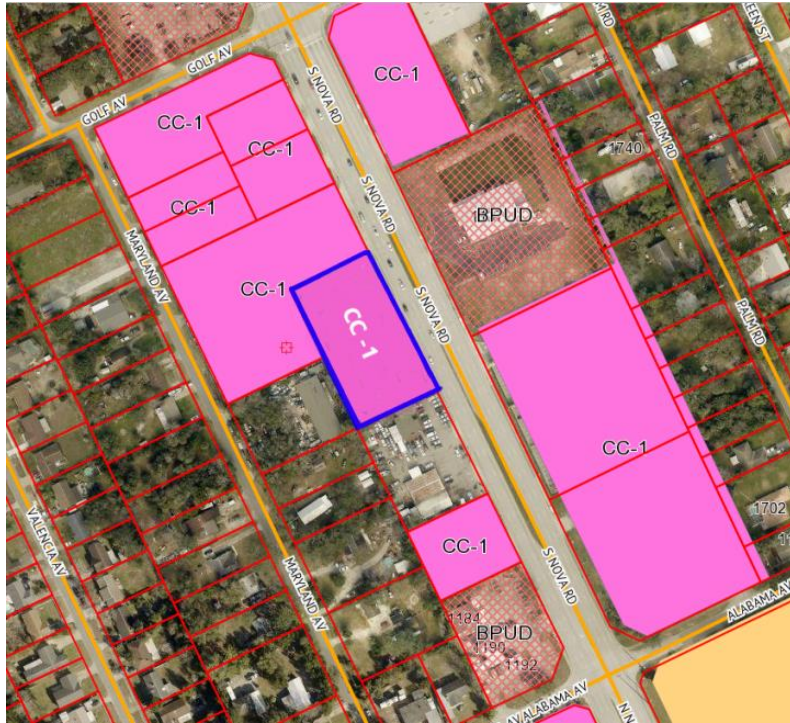
Current Zoning Maps – County and City



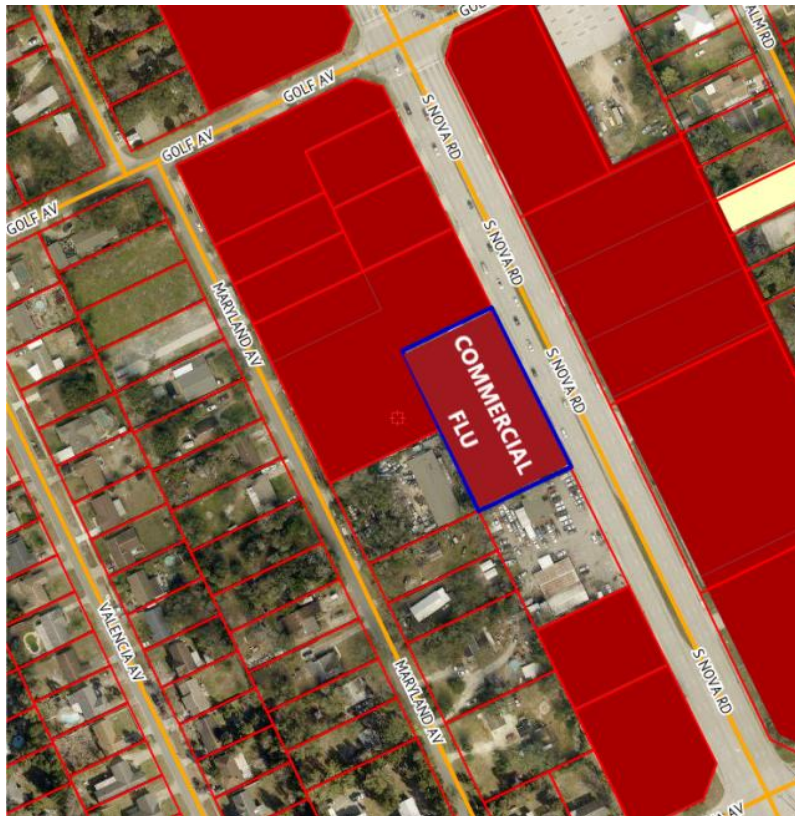
Current FLU Maps – County and City



Proposed CC-1 Zoning



Proposed General Commercial FLU



Sec. 82-372. Review by board of planning and appeals; public hearing before board.

- (a) The board of planning and appeals shall hold a public hearing on each application under this division after due public notice, and forward its recommendation to the city commission and to the applicant.
- (b) In its review of each application, the board of planning and appeals shall consider:
 - (1) Whether it is consistent with all adopted elements of the comprehensive plan.
 - (2) Its impact upon the environment or natural resources.
 - (3) Its impact upon the economy of any affected area.
 - (4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.
 - (5) Any changes in circumstances or conditions affecting the area.
 - (6) Any mistakes in the original classification.
 - (7) Its effect upon the use or value of the affected area.
 - (8) Its impact upon the public health, welfare, safety or morals.

(Ord. No. 2352, § 2(11.5.2), 7-13-93)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168488

Parcel ID: 424204210140

KENNEDY ROBERT HALE

1152 S NOVA RD, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	3168488
Parcel ID:	424204210140
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0140
Owner(s):	KENNEDY ROBERT HALE - JT - Joint Tenancy with Right of Surviv KENNEDY MARK LEO - JT - Joint Tenancy with Right of Survivorsh
Mailing Address On File:	1992 N NOVA RD HOLLY HILL FL 32117 1442
Physical Address:	1152 S NOVA RD, ORMOND BEACH 32174
Property Use:	2700 - AUTO SALES
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card (2025-O-3086 : 1152 S Nova Road CPA and Rezone - Ordinances 3086 & 3087)

Table 1: Land Use and Zoning Table

1152 S Nova Road

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Commercial Development	MXZ	I-1 Volusia County
North	Commercial Development	Commercial Holly Hill	CC-1 (Holly Hill)
South	Commercial Development	MXZ Volusia County	B-5 Volusia County
East	Commercial Development	Commercial Holly Hill	BPUD (Holly Hill)
West	Commercial Development	MXZ Volusia County and Commercial Holly Hill	CC-1 Holly Hill and I-1 (Volusia County)

FUTURE LAND USES

CURRENT FLU

MIXED USE ZONE (MXZ) - VOLUSIA COUNTY - an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed-use zones; Existing and Planned.

(a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses.

This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size.

An Existing Mixed-Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

PROPOSED FLU

GENERAL COMMERCIAL (HOLLY HILL)

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

ZONING DISTRICTS

CURRENT ZONING

I-1 LIGHT INDUSTRIAL (VOLUSIA COUNTY)

This classification is to provide sufficient space in appropriate locations for industrial operations engaged in the fabricating, repair, or storage of manufactured goods of such a nature that objectionable by-products of the activity (such as odors, smoke, dust, refuse, electromagnetic interference, noise in excess of that customary to loading, unloading, and handling of goods and materials) are not nuisances beyond the lot on which the facility is located. Minimum 1 acre per lot.

PROPOSED ZONING

CC-1, COMMERCIAL CORRIDOR DISTRICT

Sec. 114-592. - Intent.

The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area; to promote functionally efficient and visually attractive open spaces along the street and between buildings; and to promote the efficient use of Ridgewood Avenue and to minimize the deleterious effects of vehicle turning movements on its traffic-carrying capacity through reasonable access controls.

Sec. 114-593. - Permitted principal uses and structures.

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

- (1) Administrative offices.
- (2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (3) Adult day care centers.
- (4) Banks and savings and loans.
- (5) Barbershops.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Beauty salons.
- (8) Business services.
- (9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.
- (10) Child day care centers.
- (11) Civic, fraternal and service organizations.
- (12) Clubs, private.
- (13) Convenience grocery stores.
- (14) General office uses.
- (15) Hospitals.
- (16) Hotels/motels.
- (17) Houses of worship.
- (18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.
- (19) Manufacturing (light industrial).
- (20) Marinas.
- (21) Medical and dental clinics.

- (22) Miniwarehouses.
- (23) Motor vehicle sales and rentals.
- (24) Newsstands.
- (25) Personal services.
- (26) Prescription pharmacies.
- (27) Professional services offices.
- (28) Public uses.
- (29) Public utility uses and structures.
- (30) Recreational vehicles and equipment sales (including boat sales).
- (31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).
- (32) Rest and convalescent homes.
- (33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (34) Retail sales and services.
- (35) Retail specialty shops.
- (36) Self-service laundromats.
- (37) Shopping centers.
- (38) Veterinary clinics.
- (39) Warehousing and distribution.
- (40) Motor vehicle and marine sales, services, parts and repair.
- (41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.