CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JUNE 24, 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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

District 4 – Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Debra Snow
c. Pledge of Allegiance

2. PRESENTATIONS

1. Proclamation - Retirement - Dennis Stout - 34 Years of Service to Public Works Department

   (Requested by Valerie Manning, City Clerk)

2. Holly Hill Police Department - Swearing-In Ceremony - Alton Ogden and Daniel Walker

   (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 - June 10, 2025 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 2)

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-47 A Resolution of the City Commission of the City of Holly Hill, Florida, Rejecting a Formal Bid Received from AG Pifer in the Amount of $337,744.14 for the Provision and Installation of a 40' X 100' Metal Building and Approving the Purchase and Installation of a Replacement 40' X 100' Metal Building from Viking Steel Structures in the Amount of $76,935.19, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

2. River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-2026

   (Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution –2025-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Joint Project Grant with Volusia County and the City for the Stormwater Evaluation and Pipe Lining of the Needed Pipes and a Budget Fund Appropriation for Cost Share for Project Fund in the FY 2025/26 Budget and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

2. Ordinance –2025-O-3089 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending and Restating, Chapter 42, Pensions and Retirement; Article III, Firefighters' Pension Plan, Section 42-69 Vesting Providing for Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

3. Ordinance –2025-O-3090 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Adopting a New Section 58-133 (Prohibiting Smoking and Vaping at Publicly Owned Parks and Recreation Facilities Within the City; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

4. Ordinance –2025-O-3091 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to Prohibit Electric Bikes, Mobility Devices and Motorized Scooters from Sidewalk; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Byron Williams, Police)

5. Adoption of City Commission Goals and Objectives

   (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. 719 Walker Street - Special Exception

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

2. 510 LPGA - Special Exception

(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.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 06/24/25 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4923

PRESENTATION (ID # 4923)

Proclamation - Retirement - Dennis Stout - 34 Years of Service to Public Works Department

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA RECOGNIZING AND HONORING 34 YEARS OF SERVICE DENNIS STOUT

WHEREAS, Dennis Stout began his career with the City of Holly Hill on June 17, 1991 as a Maintenance Worker I for the Public Works Department; and

WHEREAS, Dennis was promoted to Equipment Operator/Maintenance Worker I on July 1, 1993; and

WHEREAS, Dennis worked in ballfield maintenance at Hollyland Park and transitioned to general park maintenance in 2006 due to his strong knowledge of the various aspects of the department; and

WHEREAS, Dennis has been a great team player - lending assistance to Streets, Drainage, Water, Sewer, Recreation and Facilities Division, has served as an Interim Tradesworker on multiple occasions and has been active in the preparation and execution of special events, as well as, the restoration of grounds following these events; and

WHEREAS, Dennis has provided the City with irrigation repair and maintenance, park maintenance, pressure washing, exceptional painting skills and has amassed an impressive amount of institutional knowledge over the tenure of his career; and

WHEREAS, Dennis has an incredible eye for detail and has provided extraordinarily high-quality work; and

WHEREAS, Dennis has been dedicated worker for the City and leaves behind a legacy of dedication and great precision to jobs given to his care.

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:

DENNIS STOUT

and acknowledges its grateful appreciation of Dennis Stout for his 34 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.

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING AND HONORING 34 YEARS OF SERVICE
DENNIS STOUT

WHEREAS, Dennis Stout began his career with the City of Holly Hill on June 17, 1991 as a Maintenance Worker I for the Public Works Department; and

WHEREAS, Dennis was promoted to Equipment Operator/Maintenance Worker I on July 1, 1993; and

WHEREAS, Dennis worked in ballfield maintenance at Hollyland Park and transitioned to general park maintenance in 2006 due to his strong knowledge of the various aspects of the department; and

WHEREAS, Dennis has been a great team player – lending assistance to Streets, Drainage, Water, Sewer, Recreation and Facilities Division, has served as an Interim Tradesworker on multiple occasions and has been active in the preparation and execution of special events, as well as, the restoration of grounds following these events; and

WHEREAS, Dennis has provided the City with irrigation repair and maintenance, park maintenance, pressure washing, exceptional painting skills and has amassed an impressive amount of institutional knowledge over the tenure of his career; and

WHEREAS, Dennis has an incredible eye for detail and has provided extraordinarily high-quality work; and

WHEREAS, Dennis has been dedicated worker for the City and leaves behind a legacy of dedication and great precision to jobs given to his care.

Attachment: Proclamation - Retirement - Dennis Stout - 34 Years Service to the COHH (4923 : Proclamation - Retirement - Dennis Stout - 34

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:

DENNIS STOUT

and acknowledges its grateful appreciation of Dennis Stout for his 34 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 WHISEOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 24th day of June, 2025.

City of Holly Hill, Florida

_____

John Penny, Mayor

Attachment: Proclamation - Retirement - Dennis Stout - 34 Years Service to the COHH (4923 : Proclamation - Retirement - Dennis Stout - 34

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 06/24/25 06:00 PM
Department: Police
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4915

PRESENTATION (ID # 4915)

Holly Hill Police Department - Swearing-In Ceremony - Alton Ogden and Daniel Walker

PRESENTATION OF SWORN-IN POLICE OFFICERS:

- ✓ Alton Ogden
- ✓ Daniel Walker

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 24, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - June 10, 2025 Regular City Commission Meeting**
NUMBER: **(ID # 4914)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 10, 2025 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - June 10, 2025 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 10, 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

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

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 Debra Snow
Commissioner Snow led the invocation.

c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION

A. Holly Hill Police Department - Honoring Two New Corporals - Detective Kelsey Palm and Master Patrol Officer Michael Rosabella

3. PUBLIC COMMENTS

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

Art Cappuccio, Holly Hill Museum came forward to invite everyone to the next "History Nights" at the museum on Tuesday, June 17th at 6:00 PM. The guest speaker will be Maureen McCann, Meteorologist from Spectrum News 13 and she will be speaking about hurricane season.

Jim Legary, Holly Hill.

A. Volusia County Councilman Troy Kent, District 4 - Support for the Holly Hill CRA Extension Request
Troy Kent, County Councilman, District 4 came forward to say thank you to the Mayor and City Commission who could attend the County meeting last week, for showing up and making your voices heard and congratulated the city on the ten (10) year CRA extension.

4. APPROVAL OF MINUTES

1.

Minutes - May 27, 2025 Finalizing Goals Workshop and May 27, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 10th day of June, 2025, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Penny asked if there was anyone from the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion.

Mr. Forte asked to pull Consent Agenda Item #3, Resolution 2025-R-44 for clarification.

1. 2025-R-42 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Apply to the Volusia County Opiod Abatement Funding Program for a Grant in the Amount of $69,696.00 for the Purchase of 36 LIFEPAK CR2 Defibrillators and QUICK_STEP Electrode Covers; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

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

RESOLUTION
2025-R-42
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE VOLUSIA COUNTY OPIOD ABATEMENT FUNDING PROGRAM FOR A GRANT IN THE AMOUNT OF $69,696.00 FOR THE PURCHASE OF 36 LIFEPAK CR2 DEFIBRILLATORS AND QUICK_STEP ELECTRODE COVERS; 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 APPLY FOR THE VOLUSIA COUNTY OPIOID ABATEMENT FUNDING GRANT;

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, enhancing access to AEDs will significantly improve the City's capacity to respond effectively to opioid related emergencies, potentially saving lives; and

WHEREAS, the City of Holly Hill seeks to purchase 36 AED units and 24 sets of replacement electrode pads and accessories for deployment across municipal departments and public facilities; and

WHEREAS, the City proposes to fund this initiative through a $69,696.00 request from the Volusia County Opioid Abatement Funding Program, with no fiscal impact to the City and no requirement for matching funds; and

WHEREAS, the AEDs will be procured efficiently through an existing piggyback contract with Volusia County, ensuring cost-effective and timely acquisition.

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 does hereby authorize the City Manager to apply for a grant to Volusia County Opioid Abatement Funding Program.

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 10th day of JUNE, 2025.

Enacted and approved this 10th day of June, 2025, in Holly Hill

2. -2025-R-43 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

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

RESOLUTION
2025-R-43
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City amends its annual budget as changes to the budget occur during the year, the City has amended the current budget for such changes by the following Resolutions; 2025-R-95, R-85, R-77, R-71, R-72, R-98, R-9, R-101, R-3, R-20, R-1, and R-38 amended the operating budget for Fiscal Year 2024-2025; and

WHEREAS, this Resolution, amending the budget, is to account for additional revenue from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) with an adjustment of $7,855.00 revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2024-2025 budget.

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

SECTION 1. The City Commission of the City of Holly Hill amends the Fiscal Year 2024-2025 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

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 a part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 10th day of JUNE, 2025.

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

Enacted and approved this 10th day of June, 2025, in Holly Hill

3. –2025-R-44 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Apply to the Racing and Recreational Facilities District for a Grant in the Amount of $50,000 for the Purchase and Installation of the National Fitness Campaign, Fitness Court; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mr. Forte asked to pull Consent Agenda Item #3, Resolution 2025-R-44 for clarification. Mr. Forte informed the Mayor and Commissioners that the short name title for this agenda item has the wording *"installation of the National Fitness Campaign, Fitness Court"*, however, it should read, *"for the purchase and installation of a replacement playground at Ross Point Park"*, which is correct within the agenda item and the Resolution. He just wanted to make that correction and known to the Commission.

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

RESOLUTION
2025-R-44
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE RACING AND RECREATIONAL FACILITIES DISTRICT FOR A GRANT IN THE AMOUNT OF $50,000 FOR THE PURCHASE AND INSTALLATION OF THE NATIONAL FITNESS CAMPAIGN, FITNESS COURT; 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 APPLY TO THE RACING AND RECREATIONAL FACILITIES DISTRICT FOR A GRANT IN THE AMOUNT OF $50,000 FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT PLAYGROUND AT ROSS POINT PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is committed to enhancing the quality of life for its residents through equitable access to high-quality recreational amenities; and

WHEREAS, the current playground equipment at Ross Point Park is outdated, does not meet modern safety or ADA standards, and is in need of replacement; and

WHEREAS, the proposed revitalization project will provide new, inclusive

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

playground structures and safety surfacing that support physical activity, early childhood development, and social interaction for children of all abilities; and

WHEREAS, the total estimated cost of the Ross Point Park Playground Project is $103,000, with the City of Holly Hill contributing $53,000 and seeking $50,000 in grant funding from the Racing and Recreational Facilities District.

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 Hill does hereby authorize the City Manager to apply for a grant to the Racing and Recreational Facilities District in the amount of $50,000.

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 10th day of JUNE, 2025.

Enacted and approved this 10th day of June, 2025, in Holly Hill

6. REGULAR AGENDA

1. 2025-R-45 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Request for Inclusion on the Drinking Water Priority List for Grant Funded Capital Water Resilience Improvement in the Amount of $2,904,222.50; Providing for Severability; and Providing an Effective Date.

(Requested by Josef Grusauskas, Public Works)
Mayor Penny opened public participation. No one spoke.

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

RESOLUTION
2025-R-45
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST FOR GRANT FUNDED CAPITAL WATER RESILIENCE IMPROVEMENT IN THE AMOUNT OF $2,904,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST FOR GRANT FUNDED CAPITAL WATER RESILIENCE IMPROVEMENT IN THE AMOUNT OF $2,904,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility experienced storm related inflow and infiltration impacts from Hurricane Milton which hindered the City's ability to provide continuous water distribution services to City customers; and

WHEREAS, the Environmental Protection Agency (EPA) provided the State of Florida disaster relief grants related to Hurricanes Milton impacts through the Drinking Water State Revolving Fund (DWSRF) programs; and

WHEREAS, the Utility has established a need and improvements to remediate future storm events to the water distribution system; and

WHEREAS, the Utility Staff with the assistance of the City Water Engineer, Mead and Hunt have prepared a Request for Inclusion grant application to be submitted for grant funding consideration.

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 has reviewed the utility's Clean Water State Revolving Fund Request for Inclusion grant application for the water facility improvements affected by Hurricane Milton and a authorizes the City Manager to sign at a value of $2,904,222.50.

SECTION 2. The City Manager is hereby authorized to submit the completed Request for Inclusion and take all necessary action within his authority to satisfy the request for inclusion with the Florida Department of Environmental Protection.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of JUNE, 2025.

Enacted and approved this 10th day of June, 2025, in Holly Hill

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

2. –2025-R-46 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Request for Inclusion on the Clean Water Priority List for Grant Funded Capital Wastewater Resilience Improvement in the Amount of $20,027,900.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, 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-46
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST FOR GRANT FUNDED CAPITAL WASTEWATER RESILIENCE IMPROVEMENT IN THE AMOUNT OF $20,027,900.00; 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 A REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST FOR GRANT FUNDED CAPITAL WASTEWATER RESILIENCE IMPROVEMENT IN THE AMOUNT OF $20,027,900.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility experienced storm related inflow and infiltration impacts from Hurricane Milton which hindered the City's ability to provide continuous sewer services to City customers; and

WHEREAS, the Environmental Protection Agency (EPA) provided the State of Florida disaster relief grants related to Hurricanes Milton impacts through the Clean Water State Revolving Fund (CWSRF) programs; and

WHEREAS, the Utility has established a need and improvements to remediate future storm events; and

WHEREAS, the Utility Staff with the assistance of the City Wastewater Engineer, Mead and Hunt have prepared a Request for Inclusion grant application to be submitted for grant funding consideration.

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

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

SECTION 1. That the City Commission of the City of Holly Hill has reviewed the utility's Clean Water State Revolving Fund Request for Inclusion grant application for wastewater facility improvements affected by Hurricane Milton and authorizes the City Manager to sign the application at a value of $20,027,900.00.

SECTION 2. The City Manager is hereby authorized to submit the completed Request for Inclusion and take all necessary action within his authority to satisfy the request for inclusion with the Florida Department of Environmental Protection.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of JUNE, 2025.

Enacted and approved this 10th day of June, 2025, in Holly Hill

7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager Comments
Mr. Forte stated that tonight's meeting was all about grants; all good news.

B. City Attorney Comments
Attorney Simpson updated the Mayor and Commissioners on two (2) new Legislation Laws that impact cities but wanted to bring attention to our laws related to development. The first one was basically we cannot adopt more stringent or burdensome development regulations, whether it's zoning comprehensive plan development regulations until October of 2027 and its retroactive back to August of 2024 and this includes development moratoriums and it's in response to some jurisdictions, he thinks were coming out with very restrictive regulations because of the hurricanes and the state said we can't do that and that's why they've actually made a retroactive back to August of last year before the hurricanes ever hit. Had we had any jurisdiction that adopted more stringent regulations adopted a moratorium, after the hurricanes, the State just invalidated those issues and it also applies prospectively, if we get a future hurricane, for one year after the hurricane hits, same rule applies. It wouldn't really matter this year because they've already pivoted us to October of 2027 but say in like 2029 we get a hurricane, that's that rule will kick in again for one year. We cannot adopt and they don't define what is more burdensome or restrictive and kind of the disappointing thing is it's not limited to storm water, not limited to flooding. It's any development regulation. If we say we don't want buildings this high, can't do it. The other Legislation Law was, it's been on the books for the law that there's a time period within which we have to act when we review buildings(??), reszonings, things like that. Basically, if it's only administratively approved, it's 120 days, if it is approved through a public hearing or quasi-judicial

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

hearing you, you have 180 days and that time period starts from the time the application is deemed complete but there really was no enforcement mechanism. What they adopted this year was an enforcement mechanism where if we don't approve, take action within the time frame on a kind of a scale or schedule, we have to refund application fees for development activities. They kind of put an enforcement mechanism in there. No one ever really, you know it was there; we always kind of said, *"Look we got to get this done,"* but developers never really pushed that issue. Now they don't have to push, they just let it expire and they say, *"Okay give us back all our applications."* That's another thing he has emailed to staff to say and just be aware of this issue. He has never heard any issue within our city where we are reviewing things or taking too long to review things. No one has ever sent a letter complaining or anything like that. We can agree, if we run into a situation where there needs to be more thorough review before we take action then we can agree with the applicant to extend that time but the applicant has to agree, otherwise if we have questions about a project and the applicant's not willing to agree to extend it so we can try to address our concerns then it either has to come forward as an approval with conditions or recommendation for denial. We can't, if the applicant doesn't work with us and we run out of time, we can't work with the applicants to try to get them to where staff can recommend approval. We just have to keep an eye on those. The Legislature adopted those two things this year and it takes on a lot of authority because delaying a project was one of the ways the anti-growth people would kill a project. They would always say, you probably heard it, *"Oh, you're going too fast, you're not thinking about things, you need to slow down, take your time, review these things,"* State Law doesn't allow us to do that. Now they put in a financial penalty list for that. He just wanted to bring those two things to your attention just in case next year you are saying, *"Hey, I would like to maybe do this on our land development code,"* we have to come back and say we can't, we have to wait until October of 2027.

Commissioner DeLanoy stated what you're saying is we can't change any of our zoning at this point.

Attorney Simpson stated he said you can't change it but you can make it easier. Can we rezone? Yes, and usually an applicant is asking for rezoning so the likelihood that it is more restrictive, probably not but if we go into a situation where we would say, "Look, we want to increase the parking requirement, we want to have more impervious surface, we want people to have less impervious surface, we want to have more stringent stormwater regulations, we want to have lower buildings, all of those things would probably be viewed as more restrictive or burdensome on development, therefore, we can't do it until October of 2027.

Commissioner DeLanoy asked unless they're already in place?

Attorney Simpson stated well, if they're in place, we're not adopting something that's more burdensome. Say hypothetically, we allow 60% impervious service, if we went back and said, *"Look, we only want 40% impervious service,"* that would probably be viewed as more burdensome or restrictive regulation, we can't adopt it until October of 2027.

C. Mayor's Comments

Mayor Penny reminded everyone about the email from Karen Allen from the Volusia League of Cities pertaining to the Volusia League of Cities Advocacy Committee training

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

session on Monday, July 14th from 5:00 PM - 9:30 PM. If you want to attend, be sure to let Karen know by this coming Monday, June 16th and mentioned that he plans on attending. Thanked County Councilman Troy Kent for coming to the meeting tonight in congratulating the city in the CRA ten (10) year extension. Mayor Penny mentioned the Major League Pickleball Tournament that happened this past weekend at Pictona, great event and encouraged everyone to check it out next year. Shared his concerns that the announcer was kept saying "Daytona Beach" but nice to know that when you saw it on TV you got to see the big sign painted on the wall that says, "Welcome to Holly Hill" on center court.

D. District City Commission Comments

Commissioner Snow reminded everyone about the WiseOcean Kids Concert this Saturday, June 14th from 10:00 AM - 11:00 AM at Sica Hall and a reminder about the Daytona Beach Chamber of Commerce Ice Breaker for elected officials on July 29th from 5:00 PM to 7:00 PM at Brown & Brown on Beach Street. It was exactly an event like this that got her interested in running for office and got her where she is and it's important that we meet each other and they also meet people who are thinking about doing what we do. She thinks that's the best we can do for our future. Commissioner Snow mentioned that the *Inter Agency Development Program* allowed Holly Hill's K-9 Atlas and Sergeant Stacy to support another city in their drug apprehension and if Holly Hill needed a K-9, we would get one also. It's not just a Holly Hill thing. It's working and coordinating with all the other Law Enforcement offices in our county.

Commissioner Currie stated she saw them on LIVE Patrol, which she thought was interesting and she congratulated both new Corporals from this evening.

Commissioner Johnson informed the Commissioners that a Bojangles restaurant is coming to Daytona Beach off of LPGA Blvd., and a Panda Express. Commissioner Johnson stated the businesses and residents are outgrowing the roads. The TPO and the FDOT have to concentrate on LPGA. He thinks LPGA is the fastest growing projects on a road in the State. The Volusia Sports Center is grown, the Flight Gymnastics stays busy and Pictona is amazing. It's nice to see Holly Hill on the screen. Mentioned Attorney Simpson's comments about impervious surfaces.

E. Mayor's Conclusion Comments

Mayor Penny mentioned the Summer Reading Program with the Kiwanis Club. People can come and volunteer on Tuesdays and Thursdays for the next five (5) weeks at the Holly Hill School. If it's something you want to do, see him after the meeting. You have to sign up on the Volusia County Schools Volunteer Portal, there's a background check that takes just a few seconds because you're either confirmed or denied right away. This year will be a little different than last year. Last year we were reading to them in a group setting and so this year, we're going to the classrooms. He believes the times are from 9:00 AM to noon and you don't have to stay there the whole time, it's just an hour.

9. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.

Attachment: Minutes - June 10, 2025 - Regular City Commission meeting (4914 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 24, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Rejecting a Formal Bid Received from AG Pifer in the Amount of $337,744.14 for the Provision and Installation of a 40' X 100' Metal Building and Approving the Purchase and Installation of a Replacement 40' X 100' Metal Building from Viking Steel Structures in the Amount of $76,935.19, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-47**
APPLICANT:
PLANNER:

DISCUSSION:

On October 9, 2024, a 100' x 40' steel Quonset Hut housing vehicles and equipment at the Public Works yard was destroyed during Hurricane Milton. An Invitation for Bid to replace this building was broadcast on April 21, 2025, with a bid opening held on May 13, 2025. One bid was received from AG Pifer Construction in the amount of $337,744.14. This proposal is included under Exhibit "A".

Staff have reviewed the proposal received and recommend that the Commission reject the proposal from AG Pifer. This recommendation is due to the cost of the proposal being far above the anticipated cost of the project. The City's Purchasing Policy Section 2.30 allows the rejection of bids stating that "any or all bids may be rejected when it is in the best interest of the City to do so". This section of the City's purchasing policy is included under Exhibit "B".

According to the City's Purchasing Policy Chapter 8 - Waivers of Bid, the City Commission may waive the formal bidding procedure over $25,0000 to obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the City Manager in the absence of the Finance Director. It is the opinion of staff that prefabricated building manufacturers do not typically provide formal bids, but rather offer quotations for their products. Chapter 8 of the City's Purchasing Policy is included under Exhibit "C''. Concurrence from the Finance Department included under Exhibit "D".

Chapter 8 of the Purchasing Policy further states that should the bidding procedure be waived, every attempt should be made to obtain three written quotations. The City received three (3) written proposals for replacement of the Quonset Hut, included under Exhibits "E" through "G":

- Viking Steel Structures $76,935.19 plus telescopic lift rental
- Boss Buildings $85,578.00 plus telescopic lift rental
- Power Bilt Steel Buildings, Inc. $86,602.00 plus telescopic lift rental

Work proposed is for the provision and installation of the building only. The City will be required to provide a telescoping lift rental to be used during installation. The cost of the lift rental varies by date, but is anticipated to be under $1,500 for one week. Additional work to be completed after the installation of the building will be minor electrical work to provide lighting to the building.

FISCAL ANALYSIS:

The City received two payments from our insurance provider totaling $126,324.38 for the replacement of this building. A copy of the insurance payment and deductible schedule for Hurricane Milton is included under Exhibit "H".

The replacement building will be charged to general ledger account 301-8110-580-6200.

STAFF RECOMMENDATION:

Reject the formal bid received from AG Pifer in the amount of $337,744.14 and approve the purchase and installation of a replacement 40' x 100' steel building from Viking Steel Structures for a cost of $76,935.19 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

REJECT THE FORMAL BID RECEIVED FROM AG PIFER IN THE AMOUNT OF $337,744.14 AND APPROVE THE PURCHASE AND INSTALLATION OF A 40' X 100' STEEL BUILDING FROM VIKING STEEL STRUCTURES AT A COST OF $76,935.19 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - AG Pifer Proposal 25-BG-12 (PDF)

- Exhibit B - Purchasing Policy Section 2.30 (PDF)
- Exhibit C - Purchasing Policy Chapter 8 (PDF)
- Exhibit E - Viking Steel Structures Proposal (PDF)
- Exhibit F - Boss Buildings Proposal (PDF)
- Exhibit G - Power Bilt Proposal (PDF)
- Exhibit H - Insurance Payment (PDF)
- Exhibit D - Concurrence Letter Quonset Hut (DOCX)

Resolution No. 2025-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REJECTING A FORMAL BID RECEIVED FROM AG PIFER IN THE AMOUNT OF $337,744.14 FOR THE PROVISION AND INSTALLATION OF A 40’ X 100’ METAL BUILDING AND APPROVING THE PURCHASE AND INSTALLATION OF A REPLACEMENT 40’ X 100’ METAL BUILDING FROM VIKING STEEL STRUCTURES IN THE AMOUNT OF $76,935.19, 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, REJECTING A FORMAL BID RECEIVED FROM AG PIFER IN THE AMOUNT OF $337,744.14 FOR THE PROVISION AND INSTALLATION OF A 40’ X 100’ METAL BUILDING AND APPROVING THE PURCHASE AND INSTALLATION OF A REPLACEMENT 40’ X 100’ METAL BUILDING FROM VIKING STEEL STRUCTURES IN THE AMOUNT OF $76,935.19, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 100’ x 40’ Quonset Hut housing City vehicles and equipment was destroyed during Hurricane Milton; and

WHEREAS, a formal Invitation for Bid to provide and install a replacement building occurred with one bid received from AG Pifer in the amount of $337,744.14; and

WHEREAS, the City Purchasing Policy Section 2.30 allows the City Commission to reject bids when it is deemed in the City’s best interest to do so; and

WHEREAS, the City Purchasing Policy Chapter 8 allows the City Commission to waive the formal bidding procedure when it is determined that materials, equipment or services are not obtainable through the normal bid procedures; and

WHEREAS, the City Purchasing Policy Chapter 8 states that should the bidding procedure be waived, every attempt should be made to obtain three written quotations; and

WHEREAS, three written proposals for the provision and installation of a replacement 100’ x 40’ steel building were received with Viking Steel Structures the lowest responsive and responsible bidder.

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

SECTION 1. That the City Commission reject the formal bid received from AG Pifer in the amount of $337,744.14 for the provision and installation of a 40' x 100' metal building.

SECTION 2. That the City Commission of the City of Holly Hill approve the purchase and installation of a 40' x 100' steel building from Viking Steel Structures in the amount of $76,935.19 and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 24th day of JUNE, 2025.

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

PREFABRICATED PUBLIC WORKS BUILDING REPLACEMENT AND INSTALLATION

BID NO. 25-BG-12

(To be completed in Duplicate)

Bidder's Name: AG Pifer Construction, Inc

Submitted: May 13, 2025

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

To Whom it May Concern:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

specified in the Proposal and other Contract Documents. The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

PREFABRICTED PUBLIC WORKS BUILDING REPLACEMENT AND INSTALLATION

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid.

The bid total is:

Three Hundred Thirty-Seven Thousand Seven Hundred Forty-Four Dollars and Fourteen Cents

(In Words)

Dollars $337,744.14 (In Figures)

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be completed within **90 days.**

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$500 (Five Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10 Bid
Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A
W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 04/11/25 Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____
Addendum No. _____ Dated: _____ Addendum No.Dated: _____

Attached hereto is a cashier's check on the N/A Bank of _____ or Bid Bond for the sum of _____Dollars (_____),

made payable to _____(Owner).

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

N/A
Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. AG Pifer Construction, Inc

B. Permanent main office address. 3629 Old Deland Road
Daytona Beach, FL 32124

C. When organized. December 1989

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 36 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached.

G. General character of work performed by your company. Please see attached.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Please see attached.

K. List your major equipment _____.

L. Experience in construction work similar in type to this project. Please see attached.

M. Background and experience of the principal members of your organization, including the officers. Please see attached.

N. Credit available: $ 1 million plus

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

O. Give bank reference: Bank of America, 386-238-7080

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this 13 day of May, 2025

Name of Bidder

By: President
Title

State of Florida

County of Volusia

Anthony Gregg Pifer being duly sworn deposes and says that he is the President of AG Pifer Construction, Inc and that the answers to the AG Pifer Construction, Inc foregoing questions
Name of Organization
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 13 day of May, 2025.

Notary Public

TINA M ANDERSON

Notary Public (Print or Type) My commission expires: 07.11.25

TINA MARIE ANDERSON
Notary Public, State of Florida
Commission No. HH 497562
My Comm. Exp. Jul. 11, 2025

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Please see attached.

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 25-BG-12 for Prefabricated Public Works Building Replacement and Installation.

This sworn statement is submitted by AG Pifer Construction, Inc whose business address is 3629 Old Deland Road, Daytona Beach, FL 32124 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2986219. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Anthony Gregg Pifer any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

(Signature) _____ Date: May 13, 2025

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Anthony Glen Pifer who, after first being sworn by me, affixed his/her signature in the space provided above on this 13 day of May, 2025

_____
Notary Public

TINA MARIE ANDERSON
Notary Public, State of Florida
Commission No. HH 497562
My Comm. Exp. Jul. 11, 2025

My Commission Expires: 07.11.25

00 47 00-3

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: AG Pifer Construction, Inc

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 3629 Old Deland Road

CITY AND STATE: Daytona Beach, FL 32124

TELEPHONE: 386-257-4448

COMPLETION TIME: 90 days from issued permit and receipt of PEMB

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: 25-BG-12

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: AG Pifer Construction, In

Authorized representative (printed): Anthony Gregg Pifer, President

Authorized representative (signature): _____

Date: May 13, 2025

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
AG Pifer Construction, Inc

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3629 Old Deland Road

Requester's name and address (optional)

City, state, and ZIP code
Daytona Beach, FL 32124

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
59 2986219

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ May 13, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

END OF SECTION

00 48 70 – 1

SECTION 00 48 80

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

E-VERIFY COMPLIANCE

Affidavit of E-Verify Requirements
Compliance
BID NO. 25-BG-12

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

AG Pifer Construction, Inc
3629 Old Deland Road
Daytona Beach, FL 32124

Consultant/Contractor Name and Address

Signature

Anthony Gregg Pifer, President

Name and Title

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Addendum to the Agreement between
AG Pifer Construction, Inc
(Contractor Name)
and
The City of Holly Hill, Florida

By signing this Addendum, the City of Holly Hill ("City") and AG Pifer Construction, Inc ("Contractor") (collectively, the "Parties") agree to incorporate the following provisions into the Contract between them covering disaster-related work performed in response to Hurricane Milton.

WHEREAS, City has been affected by Hurricane Milton, which is a declared a major disaster by the President of the United States;

WHEREAS, in the case of a major disaster, City may be eligible for reimbursement of its disaster-related costs from the Federal Emergency Management Agency (FEMA) under the Public Assistance program;

WHEREAS, in order to preserve its eligibility of the Contract costs for FEMA and other Federal funding, it is City's intent that the Contract to which this Addendum is attached or incorporated is compliant with applicable federal procurement standards at 2 C.F.R. §§ 200.317-327 and other federal programmatic requirements;

WHEREAS, pursuant to 2 C.F.R. § 200.327, the Parties understand that City must include certain provisions in contracts funded in whole or in part with federal financial assistance, as applicable under the relevant regulations and agency guidance;

WHEREAS, the Parties intend to execute this Addendum to ensure the Contract satisfies the aforementioned requirements and further agree that the requirements will apply to the Contract from the date the Contract was executed by the Parties;

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree the following provisions are hereby incorporated into the Agreement, as applicable:

I. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, City may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, City may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

II. TERMINATION FOR CAUSE

City reserves the right to terminate this Contract immediately, in whole or in part, with cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, this Contract may be terminated immediately if City determines Contractor breached or defaulted on the Contract. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by City as of the termination date.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

III. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, City may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by City as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

IV. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(i) Overtime requirements. No contractors or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The federal awarding agency or City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

performed by Contractor or subcontractors under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(iv) Subcontracts. Contractor or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (i) through (iv) of this section.

VI. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

VII. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

VIII. SUSPENSION AND DEBARMENT

Federal regulations restrict City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) The Contractor certifies it will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification, as included as Attachment A to this Addendum, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IX. BYRD ANTI-LOBBYING AMENDMENT

By executing this Addendum, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

X. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XI. DOMESTIC PREFERENCE REQUIREMENTS

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

the initial melting stage through the application of coatings, occurred in the United States.

''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:
   A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
   D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—
   A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
   B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:
   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

(i) Contractor agrees to provide City, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

XIV. CHANGES

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

XV. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

XVII. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

XVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

XIX. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by City.

XX. PROHIBITED FEE STRUCTURES

(i) In accordance with 2 CFR § 200.324, Contractor agrees that cost plus percentage of cost (CPPC) fee structures are prohibited under the Contract.

(ii) City is not obligated to pay any costs invoiced on a CPPC basis.

(iii) Any such costs charged on a CPPC basis shall be removed from any invoice before City is obligated to pay any remaining costs correctly billed under the Contract.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto further agree to incorporate this Addendum into the following Contract(s):

Contract Name	Contract No.	Effective Date
Prefabricated Public Works Building Replacement and Installation		

Executed this ___ day of _____, 20___,

COMPANY NAME: AG Pifer Construction, Inc

By: _____

Title: President

Date: 5/13/25

CITY

By: _____

Title: _____

Date: _____

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Attachment A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed $25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

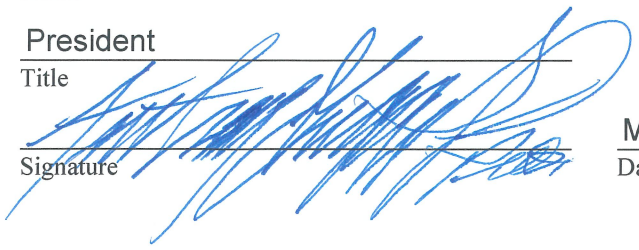
1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AG Pifer Construction, Inc
Contractor Name

Contract Number

Anthony Gregg Pifer
Name

President
Title



Signature

May 13, 2025
Date

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

QUALIFICATIONS PACKAGE

A.G. PIFER CONSTRUCTION CO. INC.

Table of Contents

Tab 1 Statement of Interest and Introductions

Contains a Statement of Interest signed by Mr. Pifer, President.

Tab 2 Company History

Tab 3 Company Qualifications and Capabilities

Contains statements of the company's ability to perform services of this type.

Tab 4 Financial Stability / Bonding Capacity

Contains a statement of the company's past litigation.

Tab 5 Licenses / Insurance

Contains a copy of all current licenses and insurance forms.

Tab 6 Professional References

Contains a list of references and contract termination information.

A.G. Pifer Construction Co. Inc.
3629 Old Deland Road
Daytona Beach, FL 32124
Phone: (386) 257-4448 | Fax: (386) 257-5503
Email: AGPiferInc@gmail.com
Website: www.agpiferconstruction.com

AGP Construction Co. Inc.

It is not the beauty of a building you should look at; it is the construction of the foundation that will stand the test of time.

-David Allan Coe

Bid No. 25-BG-12

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Prefabricated Public Works Building Replacement and Installation
453 LPGA Blvd
Holly Hill, FL 32117

Bid Date: 05/13/2025
Bid Time: 11:00am

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Tab 1 Statement of Interest and Introductions **May 13, 2025**

We would like to thank you for giving us the opportunity and consideration to bid on the **Prefabricated Public Works Building Replacement and Installation.** Please accept this correspondence as our Statement of Interest and introductions for qualifications on this and any construction projects you may have on the horizon.

A.G. PIFER CONSTRUCTION CO. INC. has been providing construction services throughout Volusia County from our office located at 3629 Old Deland Road in Daytona Beach, Florida, since our company's inception in 1989. Our company currently employs fifteen people total: three experienced Superintendents, three experienced Construction Foremen, four Carpenters, two Laborers, one Project Managers, one Project Coordinator and one Office Manager.

A.G. PIFER CONSTRUCTION CO. INC. is a drug free workplace and all employees are prescreened and can be randomly checked for drug use. We have certified our entire staff with Jessica Lunsford Certification through the Volusia County School Board. All employees are Jessica Lunsford Act approved and all have passed background checks to enable them to work on school board projects. All employees sign and adhere to a strict "code of conduct" or company policy.

A.G. PIFER CONSTRUCTION CO. INC. has the ability to provide Payment and Performance Bonds up to 12 million dollars. The company currently has 2 million dollars in General Liability Insurance coverage and Medical coverage with a 2 million dollar aggregate and an additional umbrella policy bringing our total limit to 5 million dollars. These coverages include all our employees. We have never been denied Builder's Risk, General Liability or Worker's Compensation Insurance for any projects.

We have enjoyed a multitude of projects over the past 36 years of service to the Volusia County area and surrounding counties. Please do not hesitate to call us at: (386) 257-4448 with any questions.

As always, it is an honor and pleasure to be of service to you.

Yours Very Truly,

Anthony Gregg Pifer, President

SERVING VOLUSIA COUNTY FOR 36 YEARS!

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Tab 2 Company History

A.G. PIFER CONSTRUCTION CO. INC. was established as a Corporation in 1989, with a small workforce consisting of one laborer and Mr. Pifer as President/Owner and has grown to a competitively sized construction firm with fifteen employees and annual gross sales averaging $8 to $12 million dollars. Mr. Pifer proudly started A.G. Pifer Construction Co. Inc. with a Superintendents weekly paycheck of $360.00 and a lot of prayer.


Original Office 1989

TOP 14 PROJECTS	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETION TIME
1. COUNTY OF VOLUSIA – FIRE STATION #32	Renovation of the restroom to ensure ADA compliance	$105 Thousand	01/2024-03/2024 (3 Months)
2. PORT ORANGE POLICE EVIDENCE	Complete renovate of the Evidence room	$350 Thousand	01/2019-05/2019 (5 months)
3. SPRUCE CREEK CONCESSION BUILDING	New Construction of the Concession Building for the City of Port Orange	$585 Thousand	06/2024 – 01/2025
4. LIVE OAK CULTURAL CENTER	New Construction	$2.2 Million	02/2018-3/2019 (6 months)
5 VETERANS ADMINSTATION – MAJOR JEAN F RIVERA	Complete window replacement	$101 Thousand	01/2024-03/2024 (2 months)
6. OLD ELECTIONS DEMO/RESUFACE	Demo of the building/Resurface Entire Parking Area	$798 Thousand	05/2023–12/2023 (7 months)
7. BETHUNE COOKMAN UNIVERSITY – RESTORATION OF DR MCLEOD'S HOME	Complete Restoration of the Historic Dr Mary McLeod Bethune Home – Phase I – Phase II	$2.3 Million	05/2024-05/2025
8. PNNL – VOLUSIA COUNTY RADIOLOGICAL TRAINING BUILD	Construct new building for the Volusia County Sheriff's Department	$1.1 Million	01/2024-01/2025
9. MARINE SCIENCE CENTER COMMISSARY BUILDING	Complete Renovation and Addition	$850 Thousand	05/2016-01/2017 (8 Months)
10. CITY OF NEW SMYRNA BEACH	City Hall Annex	$4.3 Million	10/2019-12/2021 (26 Months)
11. COUNTY OF VOLUSIA – MASTER AGREEMENT	Various Projects	Per Project Contracts Vary	Ongoing
12. PONCE DE LEON INLET LIGHTHOUSE AND MUSEUM	Complete restoration of the Historic Pacetti Hotel	$2.3 Million	06/2023-06/2024 (12 months)
13. DEBARY HALL CARETAKERS HOUSE RENOVATION	Complete renovation of the Caretakers House Bathroom	$30 Thousand	11/2023
14. CITY OF DELTONA – MASTER AGREEMENT	Various Projects	Per Project Contracts Vary	Ongoing

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Tab 3 Company Qualifications / Capabilities / Financial Stability

To Whom It May Concern,

We would like to thank you for giving us the opportunity and consideration to bid on the **Prefabricated Public Works Building Replacement and Installation.** Please accept this correspondence as our Statement of our firm's capacity to perform the work within the required schedule.

A.G. PIFER CONSTRUCTION CO. INC., is confident that we are able to dedicate a team to provide Construction Services for the **Prefabrication Public Works Building Replacement and Installation** within the timeframe mentioned in the Request for Expression of Interest and Statement of Qualifications.

A.G. PIFER CONSTRUCTION CO., INC. certifies that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by **The City of Holly Hill.**

A.G. PIFER CONSTRUCTION CO. INC. has the ability to bond up to $12 Million Dollars. Please see the enclosed Bonding Capacity letter from our bonding agent Acrisure, for confirmation of this capacity. Their contact information is as follows:

Acrisure
Attn: Don Bramlage
4380 St. Johns Parkway,
Suite 110
Sanford, FL 32771
Phone: (407) 330-3990 x 1206 | Fax: (407) 330-3949
dbramlage@acrisure.com

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Bonding Letter

ACRISURE®

January 13, 2025

Re: A.G. Pifer Construction Co., Inc., 3629 Old Deland Road, Daytona Beach, FL 32124

To Whom it May Concern:

This letter is to serve as a general Statement of Bondability for A.G. Pifer Construction Co., Inc. Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to $6,000,000 single with a total aggregate program of $12,000,000.

They are currently bonded through Westfield Insurance Company. The Surety Company has an AM Best Rating of A XV.

A.G. Pifer Construction Co., Inc. is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Don Bramlage

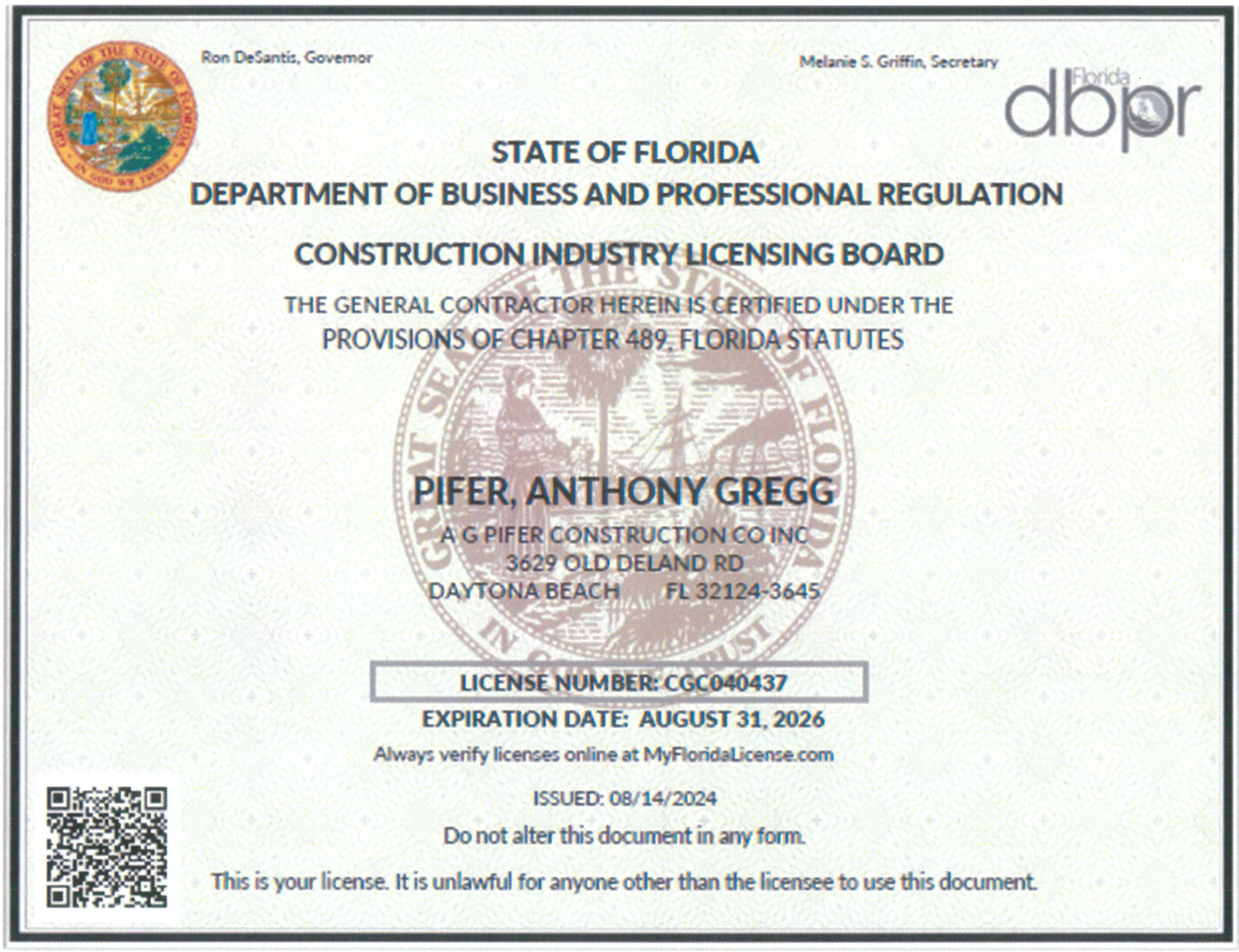
Don Bramlage
Attorney-In-Fact

· 4380 ST JOHNS PARKWAY, SUITE 110, SANFORD, FL 32771 ·

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Tab 4 Licenses / Insurances / Certifications

A.G. PIFER CONSTRUCTION CO. INC. is a state certified General Contractor with well over 50 years of combined construction experience amongst its current sixteen employees.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PIFER, ANTHONY GREGG
A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645

LICENSE NUMBER: CGC040437
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Volusia County Business Tax Receipt

2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 198711160004 Expires: September 30, 2024
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/18/2023
RECEIPT #:	505354
TOTAL TAX:	$18.00
PENALTY:	$0.00
TOTAL PAID:	$18.00

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

Account #: 198711160004 Expires: September 30, 2024
Business Location: 3629 OLD DELAND RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

W-9 Form

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
A.G. Pifer Construction Co. Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3629 Old Deland Road

Requester's name and address (optional)

6 City, state, and ZIP code
Daytona Beach, FL 32124

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 9 8 6 2 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Certificate of General Liability / Umbrella / Floaters Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Autumn Scarsella
Smith and Associates Insurance Agency, Inc. PO Box 1578 New Smyrna Beach, FL 32170	PHONE (A/C, No, Ext): 386-409-6004 FAX (A/C, No): 386-409-0012 E-MAIL ADDRESS: Autumn@smithinsagencyinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Assurance Company	39462
INSURER B : Nautilus Insurance Company	17370
INSURER C : The Ohio Casualty Insurance Company	24071
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AG Pifer Construction Co. Inc.
3629 Old Deland Road
Daytona Beach FL 32124

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	VUMA0359970	08/22/2024	08/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	1489149OBRCL	08/22/2024	08/22/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Installation Floater Equipment Floater			BMO (25) 68 06 44 86 BMO (25) 68 06 44 86	08/22/2024 08/22/2024	08/22/2025 08/22/2025	Limit of Ins Per Item 1,000	200,000 3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Additional Insured with Ongoing and Completed Operations, Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20101219 and CG20371219 as required by written contract. General Liability includes Blanket Waiver of Subrogation as required by written contract. All forms are attached. Excess Liability is follow form.

CERTIFICATE HOLDER

FOR INFORMATION ONLY
XXXXXXXXXXXXX
XXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Autumn Scarsella
W056088-Autumn Scarsella

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Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Certificate of Worker's Comp Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates	
Apex Insurance Resources LLC 465 Summerhaven Drive Suite B Debary FL 32713	PHONE (A/C, No, Ext): 386-218-2005	FAX (A/C, No): 800-620-8849
	E-MAIL ADDRESS: certificates@apexinsuranceresources.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Interstate Insurance Company	31895
INSURED AGPIFER-01 AG Pifer Construction Co Inc 3629 Old Deland Road Daytona Beach FL 32124	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1075709137 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	AVWCFL3300233024	8/22/2024	8/22/2025	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner Anthony G Pifer is Exempt from Workers Compensation coverage.

Blanket Waiver of Subrogation applies in favor of the certificate holder in regards to Workers Compensation where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
"FOR INFORMATION ONLY" USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Certificate of Auto Fleet Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER State Farm SHERRILL SCHULTZ INSURANCE AGENCY 4554 CLYDE MORRI BLVD STE 3 PORT ORANGE FL 32129	CONTACT NAME: LAURA EVERSOLE PHONE (A/C, No, Ext): 386-675-6355 FAX (A/C, No): 386-675-6559 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Comp	25178
INSURED A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		J87 1137 B22 59F-9ZZ	08/22/2024	08/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2005 GMC BOX TRUCK 1GDJG31V651907635,2017 RAM 2500 3C6UR5MJ4HG782132,2019 CHEVROLET C1500 3GCNWAEHXKG243337
2014 CHREVROLET C1500 1GCRCPEHXEZ132594, 2022 RAM 3C6TR5EJ9NG310000 2024 CHEVROLET 1GC3YLE76RF355391

CERTIFICATE HOLDER

"FOR INFORMATION ONLY"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

1001486 132849.13 04-22-2020

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Volusia County Schoolboard Prequalification Certificate

CERTIFICATE of PREQUALIFICATION

THIS IS TO CERTIFY THAT

A.G. Pifer Construction Co. Inc.
3629 Old DeLand Road
Daytona Beach, FL 32124

HAS MET THE SCHOOL DISTRICT OF VOLUSIA COUNTY REQUIREMENTS FOR

General Construction
Single $6 Million Aggregate $12 Million

VOLUSIA COUNTY SCHOOLS
Expires 1/14/2026

Patricia Corr
Chief Operating Officer

Jamie Haynes, Vice Chairman

Dr. Carmen Balgobin
Superintendent of Schools

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Tab 5 Client References and Experience for Similar Projects

"Strive not to be a success, but rather to be of value."
-Albert Einstein

Client Reference #1
Ponce Inlet Lighthouse Associations
Ed Gunn
4931 S Peninsula Dr, Ponce Inlet, FL 32127
Ph: (386) 761-1821
E-mail: edgunn@ponceinlet.org

Client Reference #2
Bethune Cookman University
Dr. Tasha Youmans
640 Dr. Mary McLeod Bethune Blvd, Daytona Beach, FL 32114
Ph: (386) 481-2181
E-mail: youmanst@cookman.edu

Client Reference #3
The City of Orange City
David Santiago
229 East Graves Avenue, Orange City, FL 32763
Ph: (386) 775-5440
E-mail: dsantiago@orangecityfl.gov

Client Reference #4
County of Volusia
Kamron Gardner
123 W. Indiana Avenue, Deland, FL 32720
Ph: (386) 527-4212
E-mail: kgardner@volusia.org

Client Reference #5
County of Volusia
Tracy Mestre
198 Sunrise Blvd, Debary, FL 32713
Ph: (386) 804-8648
E-mail: tmestre@volusia.org

A.G. Pifer Construction Co. Inc. has never had a contract terminated for any reason

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co., Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and Anthony Gregg Pifer as President/Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging $7 to $8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendent's weekly paycheck of $360.00 and a lot of prayer.

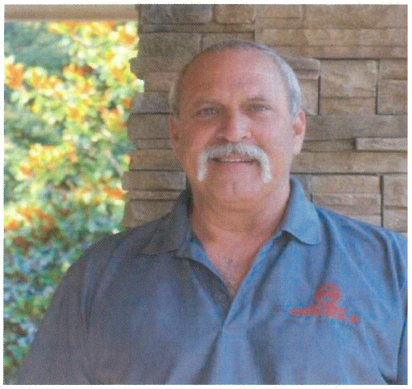
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance from one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four-story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981, Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment he was promoted to Head Carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, at the age of twenty-one, he was once again promoted; this time to Head Supervisor in charge of multiple million-dollar projects. At eleven months he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in sight. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local Carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing both high-rise and low-rise as well as numerous types of other buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to Construction Licensing courses to prepare him for the State Certified Contractors' Exam. In May of 1987, Mr. Pifer passed the Contractors' exam and notified Hall Construction Co. that he, with a two-year notice, would be leaving to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co., Inc. in Dec of 1989. In the years to come, the firm experienced well controlled growth. This growth included both small and large-scale projects, and no project was unmanaged by Mr. Pifer himself. The reputation of the company grew and to this day, its clients continue to call back for additional projects.



CONTACT INFORMATIO
3629 Old Deland Roa
Daytona Beach, Florida 3212
Ph: (386) 257-444
Fx: (386) 257-550
E-mail: AGPiferInc@gmail.cor

Experience
52 Years Experience in Constructior

Tenure with AGP
35 Years with A.G.P.

Qualifications
State of Florida Certified General Contractor CGC040437
Jessica Lunsford Certified
LEED Certified

Primary Role
President
Chief Project Manager
Chief Project Coordinator
Chief Executive Officer
Chief Financial Officer

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia



Senior Project Manager

Mr. William DeMattia was hired by Mr. Pifer in October of 2005 at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co., Inc., Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project; Mary Avenue TOT Lot and Restrooms, located at 505 Mary Avenue, New Smyrna Beach, FL. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer Construction family.

One year later, Mr. DeMattia was asked to join the Office Team of A.G. Pifer Construction Co., Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast experience in the field to help Mr. Pifer time-manage projects and deal with any situation that may arise in an effective and knowledgeable manner.

Between 2015 and 2018, Mr. DeMattia was promoted twice; first from Assistant Project Manager to Project Manager/Estimator, and then to Senior Project Manager after proving outstanding management skills and the ability to provide quality estimating services to our clients.

CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience
19 Years Experience in Construction

Tenure with AGP
19 Years with A.G.P.

Qualifications
Notary Public
Jessica Lunsford Certified

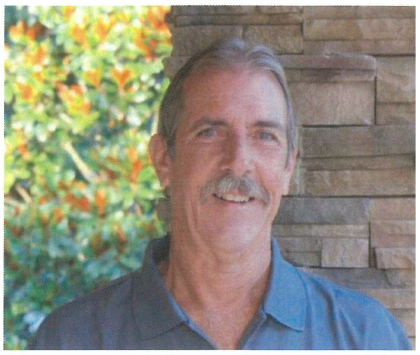
Primary Role
Vice President
Senior Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent



Mr. John Griswold was hired by A.G. Pifer Construction Co., Inc. in April of 2004 as a Project Superintendent with 42 years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL, for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem-solving skills allow the job site to maintain effective workflow and progress. Employees that work under Mr. Griswold will adhere to all OSHA, Drug Free Workplace and Job Safety Standards, to ensure complete compliance of all requirements.

CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience
60 Years Experience in Construction

Tenure with AGP
20 Years with A.G.P.

Qualifications
Lead Certified
Jessica Lunsford Certified

Primary Role
Senior Superintendent

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Zachary Pifer



CONTACT INFORMATION
3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Project Coordinator

Mr. Zachary Pifer was first employed by A.G. Pifer Construction Co. Inc. when he was just 18 years old. Growing up, his father, Mr. Anthony Pifer, President and CEO of A.G. Pifer Construction Co. Inc., would take him around to different jobsites and show him what he was building at the time and how everything came together to reveal a flawless structure at the very end. Little did he know, that these little job site visits after school had solidified an ongoing interest for his son. Mr. Pifer wanted to expand on his knowledge of construction and understand the inner working components of his father's profession and consider being a part of the family business when he got older.

When he first started at A.G. Pifer Construction Co. Inc., Mr. Pifer was in the field as a General Laborer and was engaged in all aspects of construction work. This allowed him to hone in on his skills. This was the opportunity that he was looking for to better himself and become more knowledgeable about the industry as a whole. Mr. Pifer wore multiple hats in the field and jumped in as a Foreman or a Supervisor when needed, depending on the nature of the project.

As a Project Coordinator, Mr. Pifer is responsible for verifying sub-contractor compliance with codes, specifications, regulations, site materials, project blueprints, status reports, and safety guides. He is to assist and help alleviate any potential issues that may arise during any given project. Mr. Pifer contributes much of his time to help assist the Project Management side with active projects as well as schedule and prepare for upcoming projects.

Experience
12 Years Experience in Construction

Tenure with AGP
7 Years

Qualifications
General Construction

Primary Role
Project Coordinator
Site Coordinator
Client Contact

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Current Outstanding Contracts

SCHEDULE A
(Use additional sheets as needed)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Completion % Cost of Work	Status
Dr. Mary McLeod Bethune House Restoration	Name: Ervin Ross Address: 628 Dr Mary McLeod Bethune Blvd Phone: 386-481-2181	Name: Jerry Mills/Joseph Hiller Company: Milzarch LLC/Hiller Engineering Services Phone: Milzarch - 407-921-8795 Hiller Engineering - 386-248-1700	Phase 1 - 04/2024 Phase 2 - 08/2024 Phase 3 - 10/2024	Restoration of Historical House	90%	Phase1-Done Phase2-10/24 Phase3-Completion 05/25
Spruce Creek Fly Inn - 1893 Primrose Path House Reconstruction	Name: Karen Stewart Address: 212-1 Cessna Blvd, Port Orange, FL Phone: 386-788-4546	Name: Joseph Hiller Company: Hiller Engineering Services Phone: 386-248-1700	05/25/2025 - projected	Reconstruction of damaged home	0%	Contracting and Permitting have begun
City of Edgewater - Hawks Park Pickleball Courts	Name: Jason O'Keffe Address: 1108 S Ridgewood Ave Phone: 386-410-3579	Name: Etienne Vawters, PE Company: Mead&Hunt Phone: 813-210-8747	2/3/2025	Construction of Pickleball Courts.	50%	Undergound, site clearing, irragation completed. Parking is being started.
Grace Episcopal Church - Chapel Renovation	Name: Harold Read Address: 4110 S Ridgewood Ave, Port Orange, FL Phone: 386-314-1055	Name: Sid Cohen Company: Sid Cohen Residential Designs Phone: 386-428-0056	Currently in permitting	Renovations	0%	Removations of the historic chapel.
City of Deltona - Public Works and Sign Shop Renovations	Name: Tom Cioffi Address: 2345 Providence Ave, Deltona, FL Phone: 386-878-8100	Name: N/A Company: Phone:	4/23/2025 NTP - 05/05/25	Renovations	0%	Renovations of the inside and outside of the Town Hall Building in the city of Deltona.
City of Daytona Beach Shores - Sidewalk Replacement	Name: Tom Brown Address: 2990 S Atlantic Ave, Daytona Beach Shores, FL Phone: 386-763-7578	Name: N/A Company: Phone: N/A	5/25/2025	Concrete Work	0%	Demo and Install new Concrete Sidewalks with ADA mats.
City of Daytona Beach Shores - Driveway Replacement	Name: Tom Brown Address: 2990 S Atlantic Ave, Daytona Beach Shores, FL Phone: 386-763-7578	Name: Company: Phone:	5/25/2025	Concrete Work	0%	Demo and Install new Concrete Driveway with ADA mats.
Port Orange YMAC Renovations	Name: Chris Seilkop Address: 761 E International Speedway Blvd, Deland, FL Phone: 386-738-9622	Name: Joseph Hiller Company: Hiller Engineering Services Phone: 386-248-1700	Currently in permitting	Renovations/Alterations	0%	Renovations of the existing YMCA Building in Port Orange.
Volusia County - Fire Station #13 Kitchen Renovation	Name: Lee Perry Address: 1970 S Volusia Ave, Orange City, FL Phone: 386-822-5028	Name: N/A Company: Phone:	4/25/2025	Kitchen Renovations	0%	Complete Kitchen Renovations

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Steel Building	Coastal Steel Structures	1) 2) 3)
Concrete Footers	Brads Concrete	1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit A - AG Pifer Proposal 25-BG-12 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

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

POLICY 2.29 NOTIFICATION

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

POLICY 2.30 REJECTION OF BIDS

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

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

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

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

Attachment: Exhibit B - Purchasing Policy Section 2.30 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

(b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
(c) The City shall be the Certificate Holder.
(d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 – WAIVERS OF BID

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

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

CHAPTER 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 9.1 NOTICE OF PROTEST

Attachment: Exhibit C - Purchasing Policy Chapter 8 (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

CHRIS HUTCHENS

(Call/Text) Direct Line- (704)-360-5244 EXT.137
www.vikingsteelstructures.com
CHRIS.H@VIKINGSTEELSTRUCTURES.COM

VIKING STEEL STRUCTURES

Customer Information					
Name	CITY OF HOLLY HILL				
Street	1065 RIDGEWOOD AVE	County	VOLUSIA		
City	HOLLY HILL	State	FLORIDA	ZIP	32117
Phone	386-248-9463				
Email	EWRENN@HOLLYHILLFL.ORG				

Building Specialist Information	
Quote Date	3/28/2025
Name	CHRIS H.
Direct Line	704-360-5244
Email	CHRIS.H@VIKINGST
	BLUE

Lot must be level, no more than 3" off-level, and clear of obstacles or unit may not be installed.

5% return trip fee if lot is unleveled and unit cannot be installed

Note that frame is 1ft shorter than roof length

Building			Colors			Property		
Size	40X100X20		Roof	CLAY		Surface Type	CONCRETE	
Style	VERTICAL		Side(s)	SLATE BLUE		Lot ready?	☐ Yes	☑ No
Gauge	☑ 12 GA.	☐ 14 GA.	End(s)	SLATE BLUE		Lot leveled?	☐ Yes	☑ No
Certification	170 MPH		Trim	CLAY		Electricity?	☐ Yes	☑ No

Item	Description	Qty	Price
BASE	40X100	1	$38,290.00
FT	20	1	$17,770.00
SIDES	VERT	2	$14,515.00
ENDS	VERT	2	$8,630.00
WALK IN DR	36X80 6 PANEL	1	$800.00
WINDOWS			
FRONT RUD	14X14 CERTIFIED WITH SEAL	1	$2,668.00
END RUD			
RIGHT SIDE			
	26 GAUGE PANELS	1	FREE
	12 GAUGE FRAMING	1	$3,720.00
	DOUBLE BUBBLE ROOF	1	$6,300.00
	COLOR MATCHING SCREWS	1	FREE
	THE MATERIAL THAT IS USED IS 2 1/4 X 2 1/4 INCH		
	GALVANIZED TRUE STEEL. THE PANELS FOR ROOF		
	AND SIDE AND END PANELS ARE 26 GAUGE WITH A 20		
	YEAR RUST FREE WARRANTY. THE SCREWS ARE ALSO		
	GALVANIZED WITH A RUBBER BOOT THAT HAS BEEN RE-		
	DESIGNED TO PREVENT LEAKING		
	WE DO OFFER CONCRETE PADS FOR YOUR PROJECT		
	TOTAL PRICE WITH TAX $		
	DEPOSIT $		
	Lock in Price With Signed Invoice/Deposit		
	** PRICE LOCKS YOU IN FOR 12 MONTHS**		
	DISCOUNT IS GOOD UNTIL 03/28/2025	25	-$23,173.25
	CUSTOMER WILL BE RESPONSIBLE FOR PERMITS		YES
	DOES THIS INCLUDE INSTALLATION		YES
	CUSTOMER TO PROVIDE TELESCOPIC LIFT		YES

Down-payment is based on sub-total

Totals	
Sub-Total	$69,519.75
Tax EXEMPT	$0.00
Down 20.00%	$13,903.95
VSSDiscount 5.00%	$3,475.99
VSS Deposit 15.00%	$10,427.96
Total	$55,615.80
Extra Labor	$0.00
SITE PLANS	$4,634.65
FREIGHT	$2,780.79
Sur-Charge	$0.00
Balance Due	$63,031.24

Office Use Only:

Check ☐ M.O ☐
Cashier's ☐ C/C ☐
Other:

Notes/Reminders:

FREE DELIVERY & INSTALLATION

TRUST INTO THE LORD AND STAY IN PRAYER

CUSTOMER IS RESPONSIBLE FOR PULLING PERMIT IF NEEDED

Attachment: Exhibit E - Viking Steel Structures Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Boss Buildings
116 East Market St., Suite 200
Elkin, North Carolina 28621
nccarportsorders@gmail.com
(336) 673-3065
https://www.bossbuildings.com/

Sales: Teresa Pack
116 East Market St., Suite 200
Elkin, North Carolina 28621
teresap@bossbuildings.com

Building Quote
QTE-070134

Date
06/11/2025

Total
$85,578.00

CUSTOMER DETAILS

Beth Wrenn

Billing Address
Daytona Beach, Volusia, Florida 32117

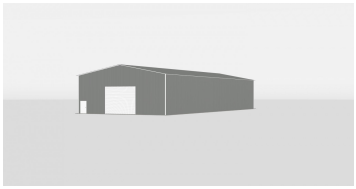
Shipping Address
Daytona Beach, Volusia, Florida 32117

bwrenn@hollyhillfl.org

(386) 248-9463

Commercial Buildings - 40 x 100 x 20

- Roof Color: Pewter Gray
- Trim Color: White
- Sides/Ends Color: Pewter Gray
- Wainscot Color: NA



Ready for Installation? ☐ Jobsite Level? ☑ Permit Required? ☐ Inside City Limit? ☐ Electricity Available? ☐ Installation Surface? Concrete

Building Dimension	Roof Style	Gauge	Wind/Snow Rating	Distance on Center
40’W x 100’L x 20’H	**Vertical**	**14 Gauge**	**170 MPH Wind Load Certified**	**4 Feet**

40X100' Vertical Roof	1	**$38,290.00**
20' Height (Ladder Legs Baserail)	1	**$17,770.00**
170 MPH Wind Load Certified	1	**$0.00**
3/12' Roof Pitch	1	**$0.00**
Front Wall Closed Vertical	1	**$4,315.00**
Back Wall Closed Vertical	1	**$4,315.00**
Left Closed Vertical	1	**$7,260.00**
Right Closed Vertical	1	**$7,260.00**
14x14 ft Garage Door (Roll-Up) on Front Wall (Certified, Chain Hoist, Header Seal)	1	**$2,668.00**
36x80 inch Walk-in Door (Man Door (High Wind Rated)) on Front Wall	1	**$600.00**
Permit Required : Customer To Verify		
Document Fee : $500.00		
Freight Charges : $2,600.00		
Lift Required : $0.00		
Site Clear of Obstacles : Yes		
5ft. Space Around the Building : Yes		

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

NOTES

TELESCOPIC LULL LIFT MUST BE PROVIDED FOR INSTALL - DOES NOT INCLUDE COST OF ANY ADDITIONAL PLANS THAT MAY BE NEEDED, CUSTOMER MUST VERIFY WITH COUNTY OFFICE - Document Fee is for Manufacturer to assist with building permit process - Unit to be installed with standard galvanized screws - Tax Exempt Form on file

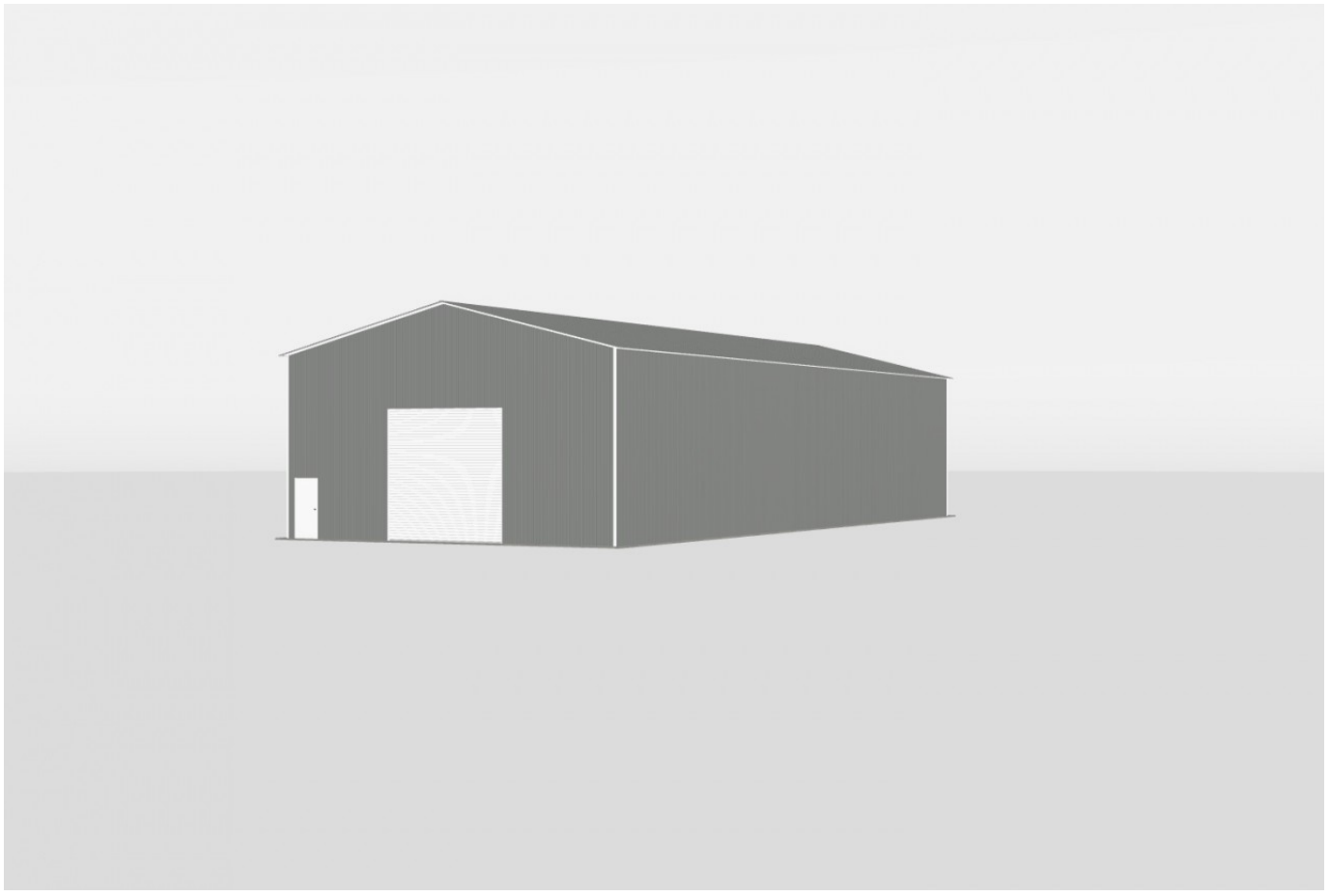
Building Amount:	**$82,478.00**
Manufacturer Discount:	**$0.00**
Sub Total:	**$82,478.00**
Tax	**$0.00**
Additional Charges	**$3,100.00**
Grand Total	**$85,578.00**

Pay Now

Downpayment	**$14,021.26**
Balance Due	**$71,556.74**

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

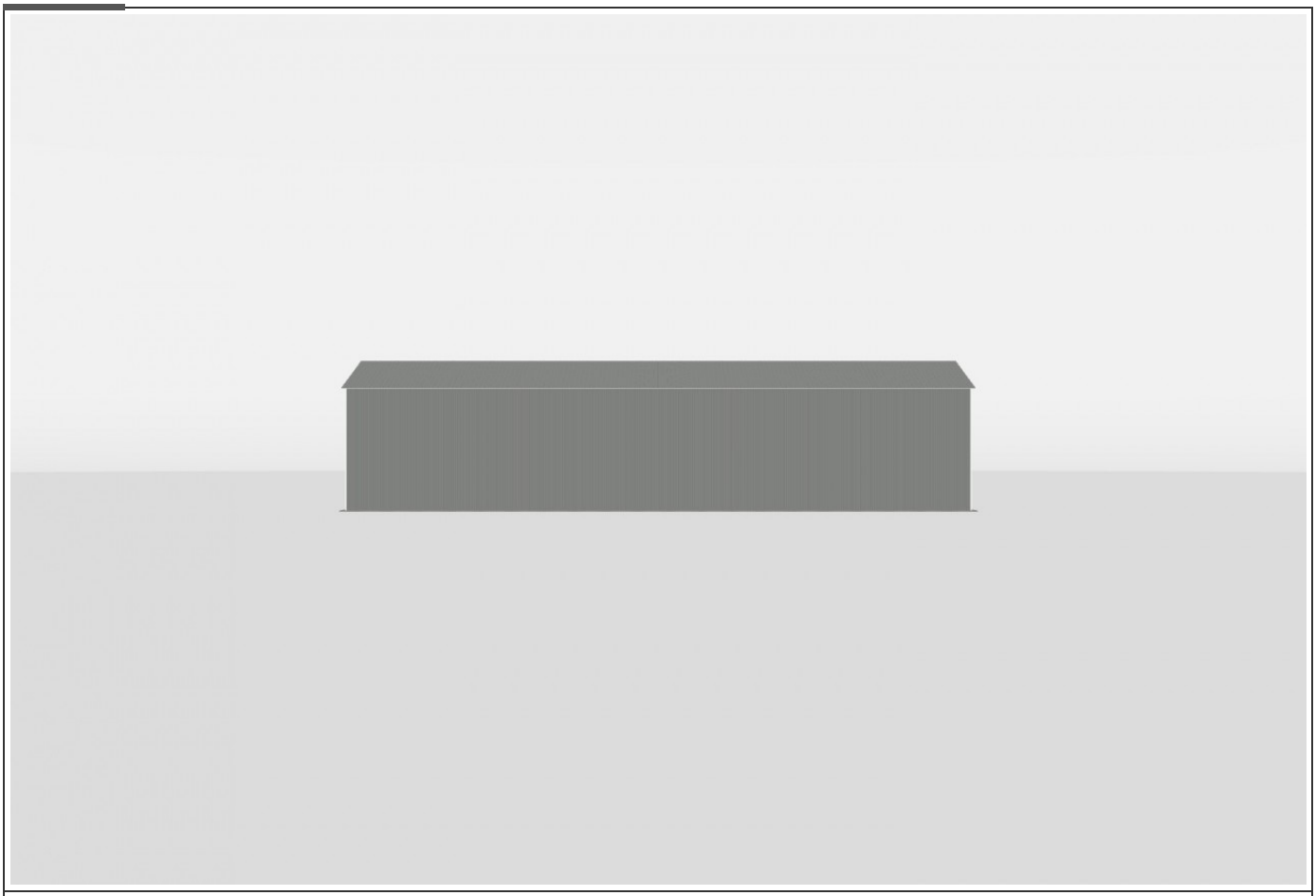
BUILDING VIEW



FRONT

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

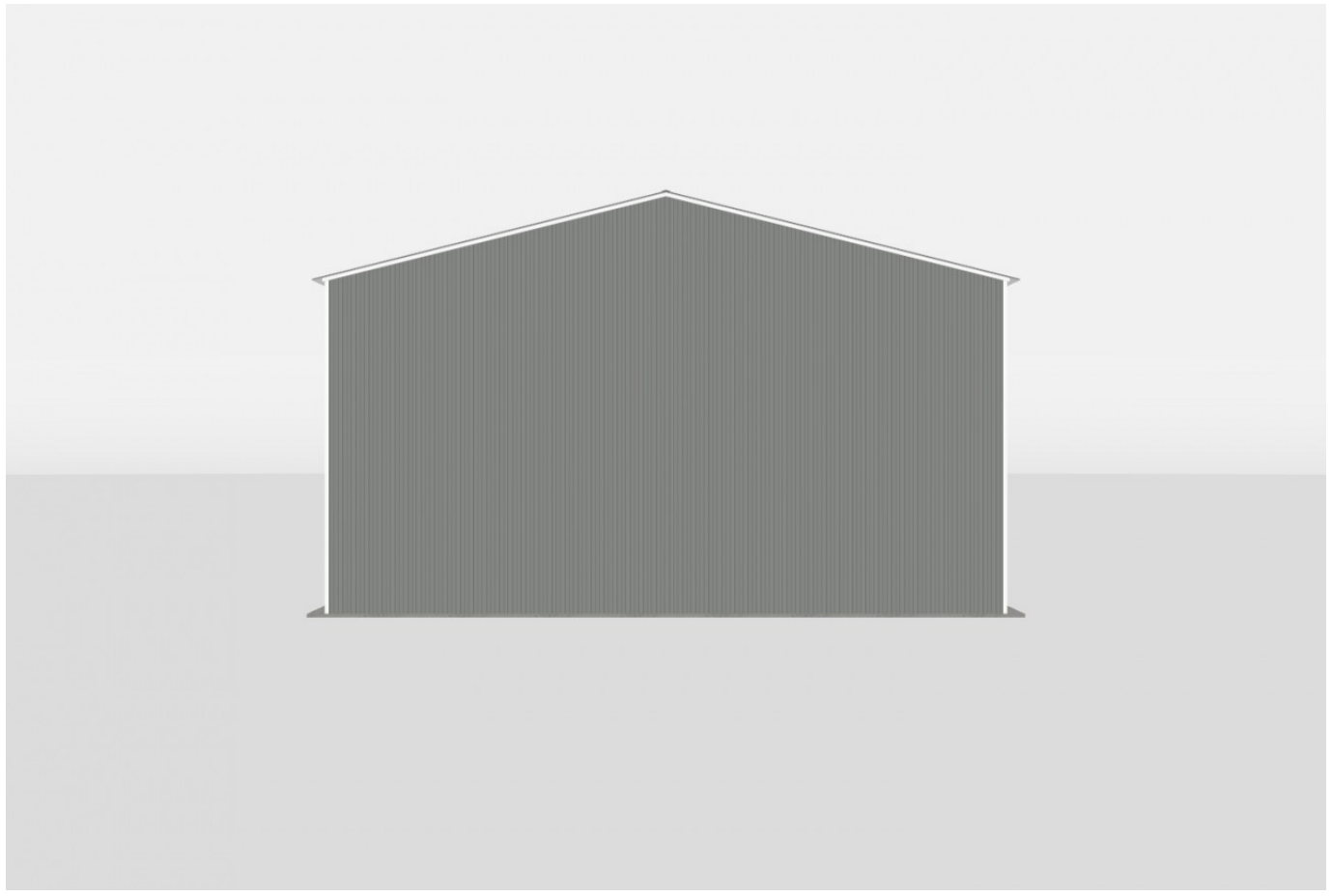
BUILDING VIEW



RIGHT

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

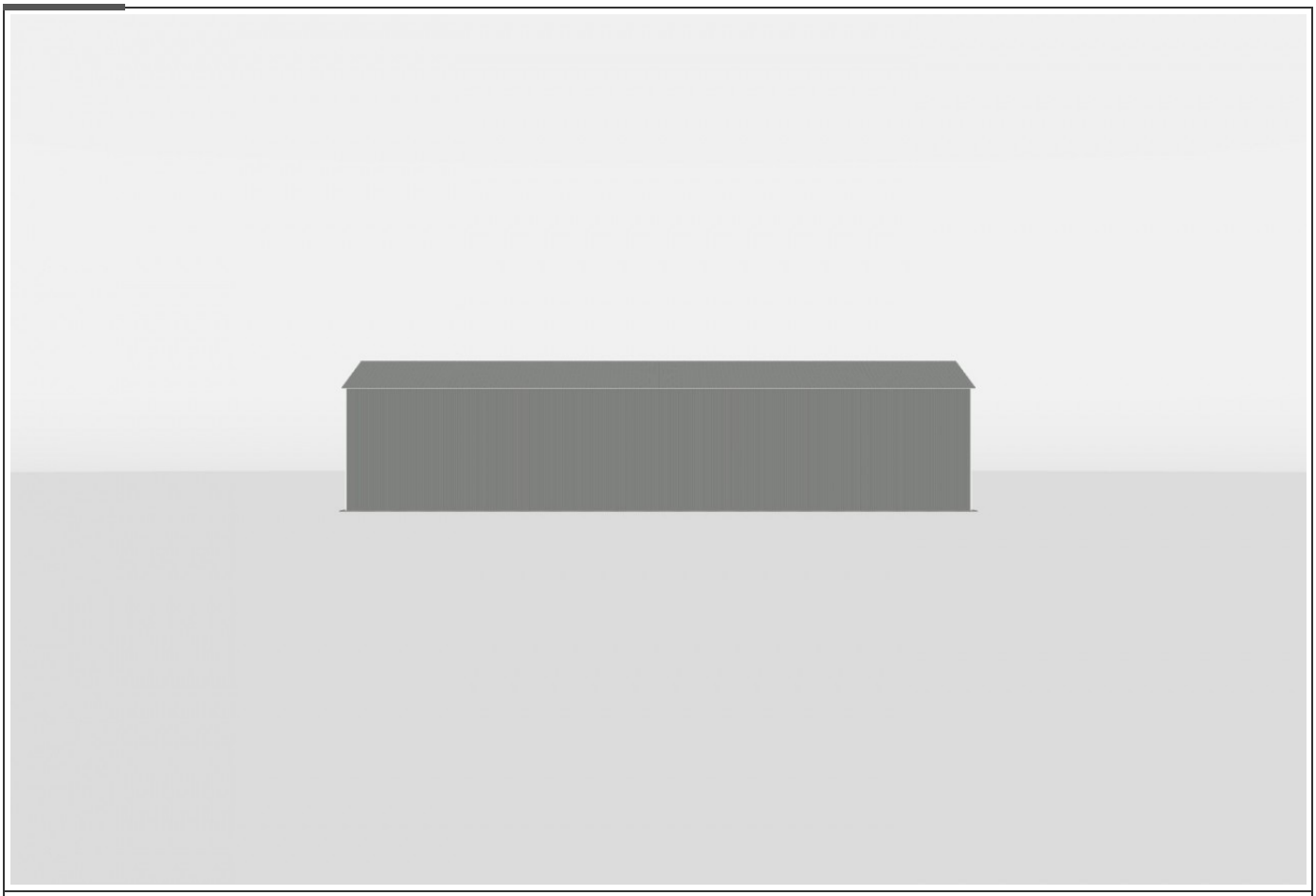
BUILDING VIEW



BACK

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

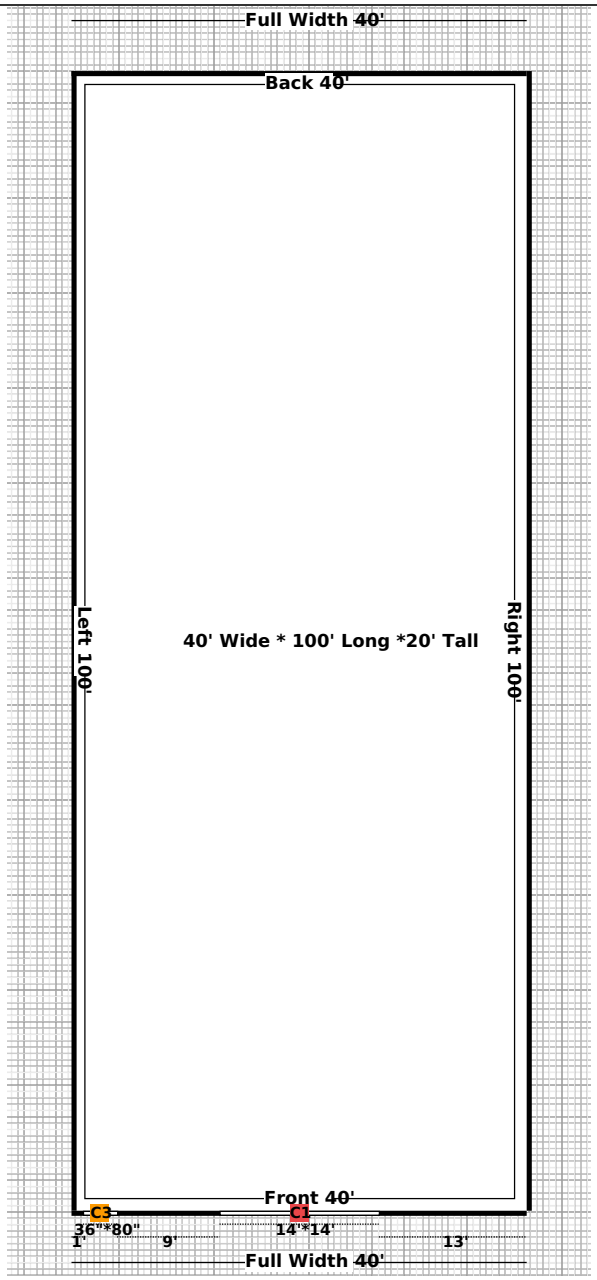
BUILDING VIEW



LEFT

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

2D DRAWING-1



LEGENDS

C1 Garage Door | C2 Garage Door Frameout | C3 Walk in Door | C4 Walk in Door Frameout | C5 Windows | C6 Windows Frameout | C7 Open Wall

C8 Close Wall | C9 Distance | C10 Storage Length (Utility) | C Cupola

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

TERMS & CONDITIONS

Please call in to ensure you get the most accurate and up to date pricing. Our contact number is 866-888-2009 or at 336-673-3065. With the current increase in metal we encourage our customers to lock in their price via contract by paying their down payment. Ask your representative for more details.

Attachment: Exhibit F - Boss Buildings Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

PowerBilt Steel Buildings, Inc

1559 Laskin Road
Virginia Beach, Virginia 23451

info@powerbiltbuildings.com

(800) 547-8335

SALES - Jeff Morehead

1559 Laskin Road
Virginia Beach, Virginia 23451

jeffm@powerbiltsteel.com

(757) 271-4450

CUSTOMER - Beth Wrenn

Billing Address
Holly Hill, Volusia, Florida 32117

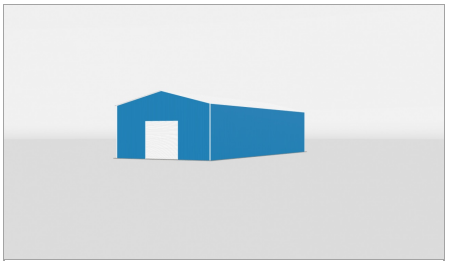
Shipping Address
Holly Hill, Volusia, Florida 32117

bwrenn@hollyhillfl.org

(386) 492-0382

Commercial Buildings - 40 x 100 x 20

- ○ Roof Color: **White**
- ○ Trim Color: **White**
- ● Sides/Ends Color: **King Blue**
- ○ Wainscot Color: **NA**



BUILDING SPECIFICATION

Building Dimension: **40'W x 100'L x 20'H**
Roof Style: **Vertical**
Gauge: **14 Gauge**
Wind/Snow Rating: **170 MPH Wind Load Certified**
Distance on Center: **4 Feet**

- ☐ Ready for Installation?
- ☐ Jobsite Level?
- ☐ Permit Required?
- ☐ Inside City Limit?
- ☐ Electricity Available?

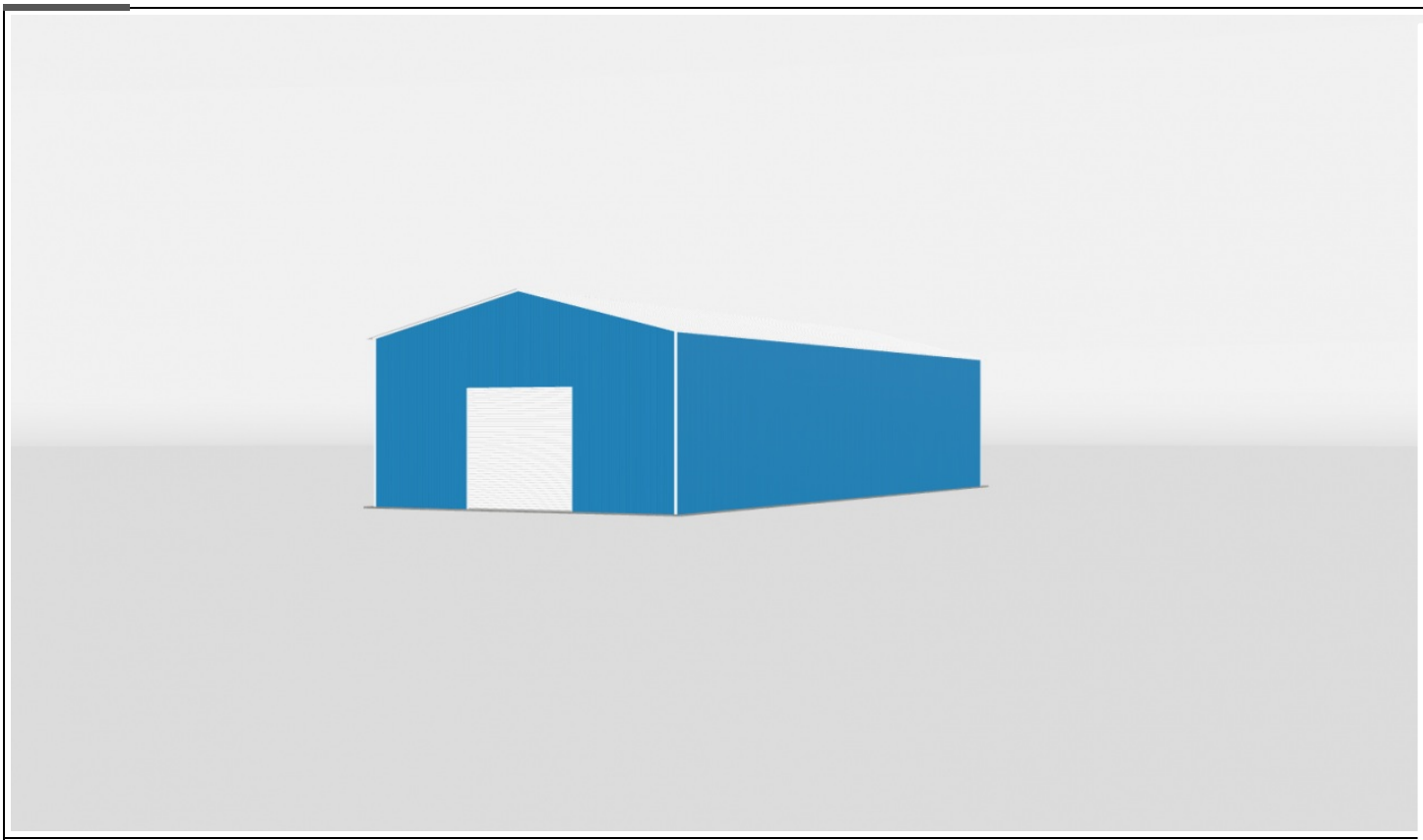
Installation Surface? **Concrete**

SPECIFICATION	QTY	PRICE
40X100' Vertical Roof	1	$38,290.00
20' Height (Ladder Legs Baserail)	1	$17,770.00
170 MPH Wind Load Certified	1	$0.00
3/12' Roof Pitch	1	$0.00
Front Wall Closed Vertical	1	$4,315.00
Back Wall Closed Vertical	1	$4,315.00
Left Closed Vertical	1	$7,260.00
Right Closed Vertical	1	$7,260.00
14x14 ft Garage Door (Roll-Up) on Front Wall (Certified, Chain Hoist, Header Seal)	1	$2,668.00
36x80 inch Walk-in Door (Man Door (High Wind Rated)) on Back Wall	1	$600.00
Colored Screws	1	$0.00
Permit Required : Customer To Verify		
Engineered Drawing Fee : $4,124.00		
Lift Required : $0.00		

SUB TOTAL	$82,478.00
Tax	$0.00
Additional Charges	$4,124.00
GRAND TOTAL	**$86,602.00**
PAY NOW Downpayment	$14,021.26
BALANCE DUE	$72,580.74

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

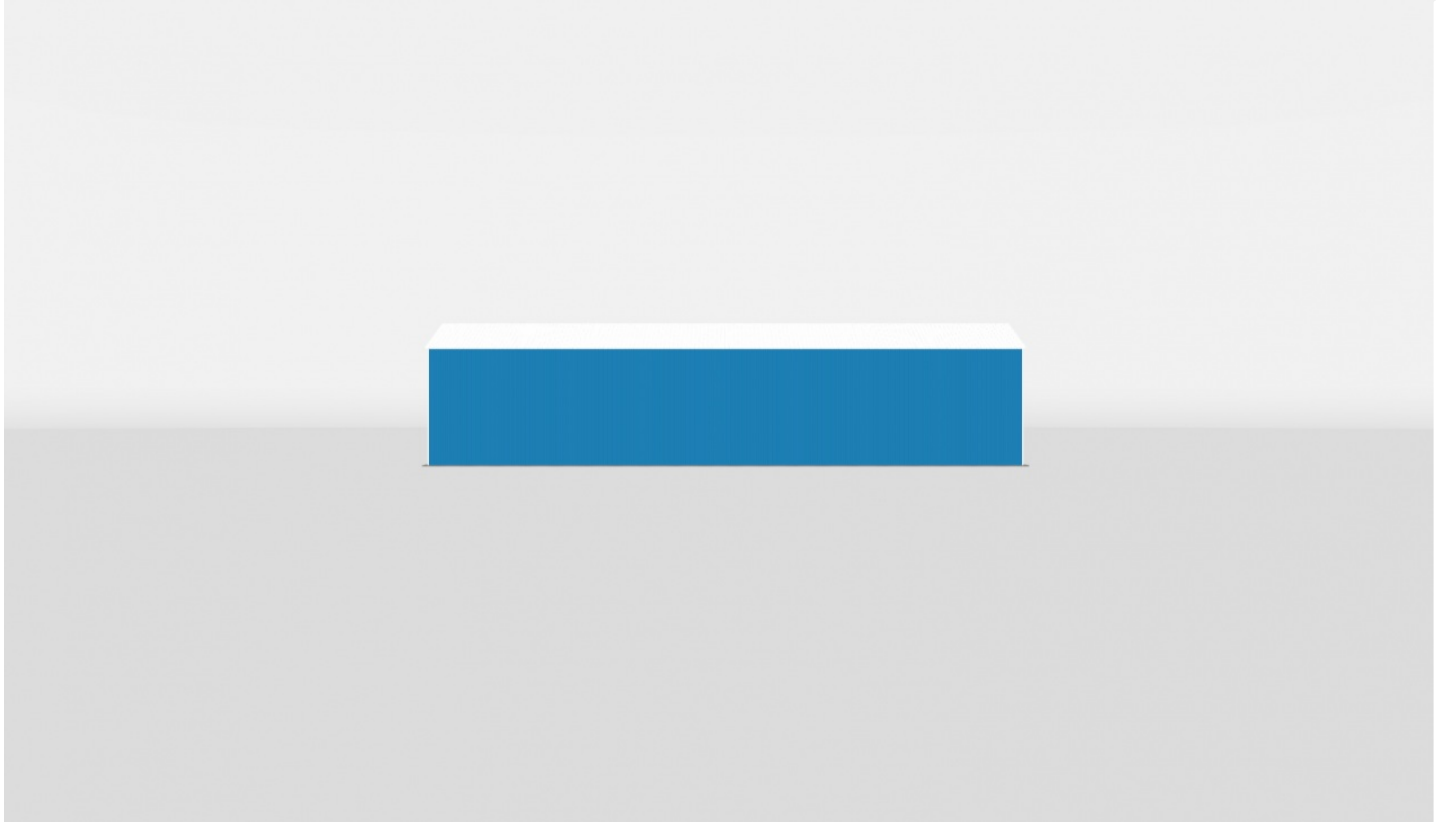
BUILDING VIEW



FRONT

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

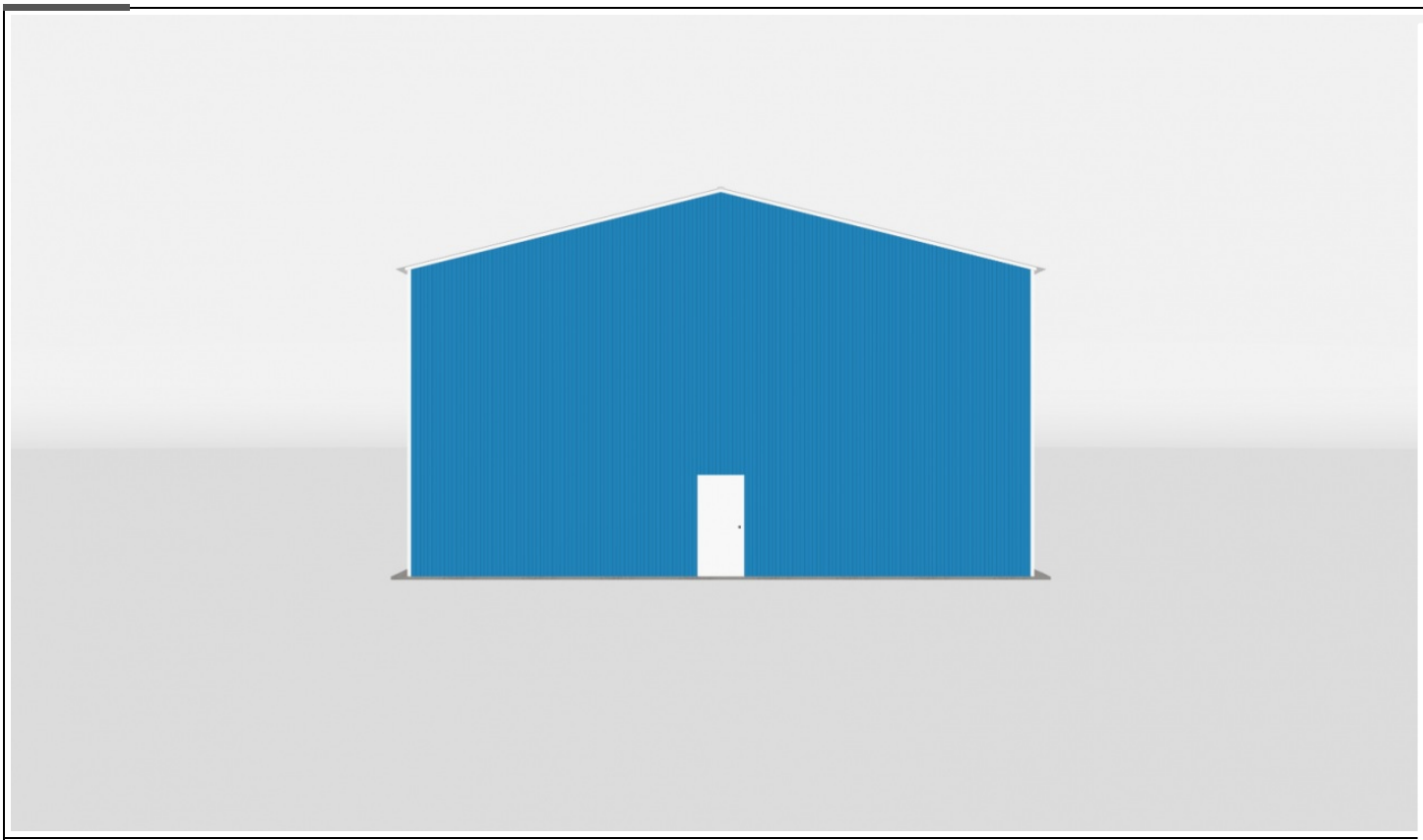
BUILDING VIEW



LEFT

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

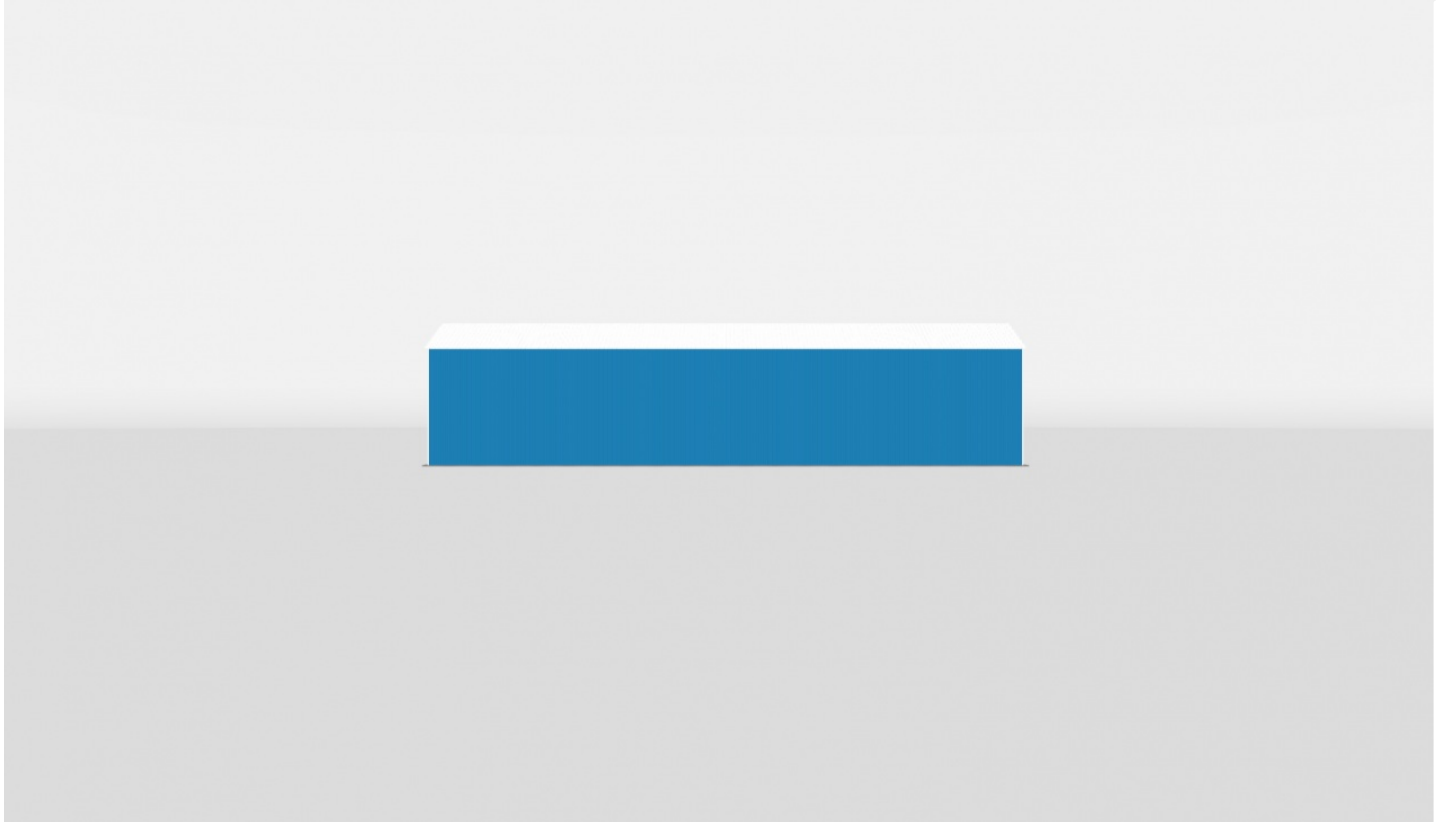
BUILDING VIEW



BACK

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

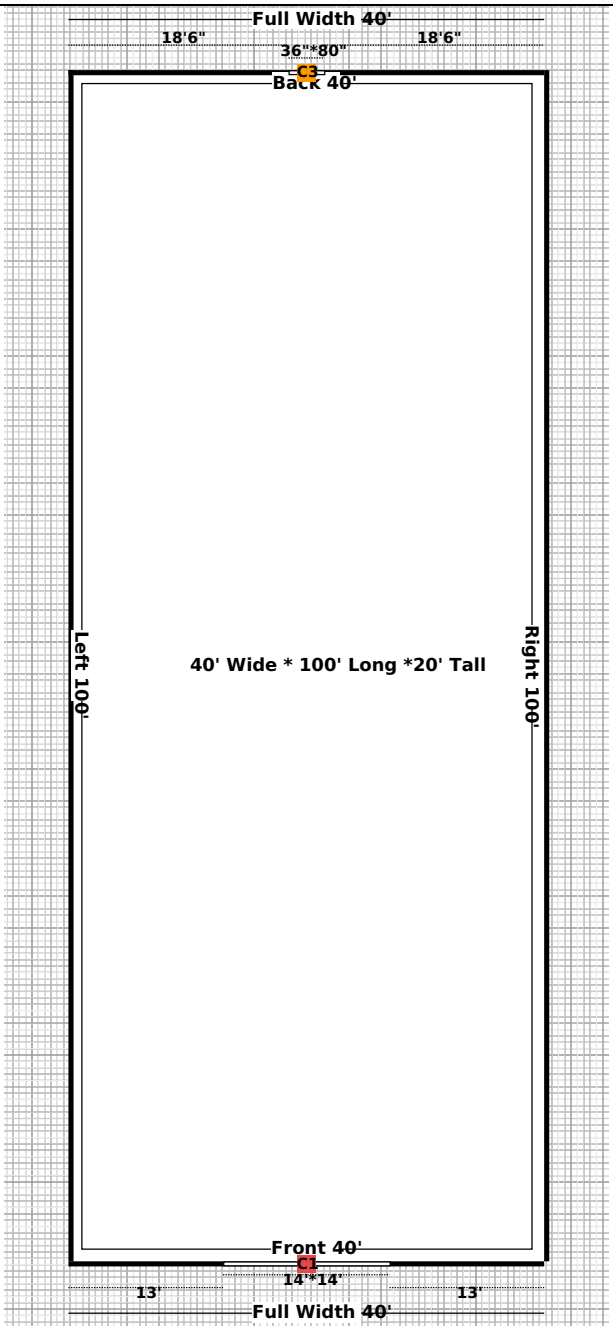
BUILDING VIEW



RIGHT

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

2D DRAWING-1



LEGENDS

C1 Garage Door | C2 Garage Door Frameout | C3 Walk in Door | C4 Walk in Door Frameout | C5 Windows | C6 Windows Frameout | C7 Open Wall

C8 Close Wall | C9 Distance | C10 Storage Length (Utility) | C Cupola

Attachment: Exhibit G - Power Bilt Proposal (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

Engle Martin

PER LOCATION DAMAGES AND DEDUCTIBLE SCHEDULE

MEMBER: Preferred - City of Holly Hill
Location of Loss: Multiple, Holly Hill, FL 32117
Nature of Loss: Hurricane Milton - CAT 78
Date of Loss: Thursday, October 10, 2024
Policy Number: PK FL1 0642004 24-10
PGCS Claim Number: 432561
Our File Number: 1000528184

Reference No.	Policy Schedule No.	Location	TIV Bldg. and Contents Combined	% Deductible	Calculated Deductible	Applied Deductible	Estimate of Damages (RCV)	Depreciation	Calculated Loss - Less Deductible and Depreciation	Prior Payment(s)	Payment Request	Comments
1	001	City Hall/Police Dept. - 1065 Ridgewood Ave, Holly Hill, FL	$ 5,841,500.00	5%	$ (292,075.00)	$ (6,584.36)	$ 6,584.36	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
2	008	Youth Center Clubhouse - Including Pavillion and Fence - 1044 Daytona Ave, Holly Hill, FL	$ 800,400.00	5%	$ (40,020.00)	$ (1,098.88)	$ 1,098.88	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
3	010	Fire Station - 1020 Daytona Ave, Holly Hill, FL	$ 933,900.00	5%	$ (46,695.00)	$ (6,372.83)	$ 6,372.83	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
4	013	Ross Point Park - Picnic Shelters 4 - 240 sq feet - 611 Riverside Dr, Holly Hill, FL	$ 37,100.00	5%	$ (1,855.00)	$ (1,855.00)	$ 8,529.45	$ (1,149.84)	$ 5,524.61	$ (5,524.61)	$ -	**Pending Final Invoices**
5	019	Centennial Park - Restrooms/Pavillion/Picnic - 408 10th St, Holly Hill, FL	$ 180,800.00	5%	$ (9,040.00)	$ (8,018.48)	$ 8,018.48	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
6	020	Pictona Facility - Community Center Pickle Ball - Pavillion/Lighting - 1060 Ridgewood Ave, Holly Hill, FL	$ 5,381,760.00	5%	$ (269,088.00)	$ (20,757.49)	$ 20,757.49	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
7	022	Riviera Oaks Park (Dog Park) - Restrooms - 980 Alabama Ave, Holly, Hill, FL	$ 130,600.00	5%	$ (6,530.00)	$ (3,234.73)	$ 3,234.73	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
8	032	Biological Treatment Units East - 453 LPGA Blvd, Holly Hill, FL	$ 2,557,300.00	5%	$ (127,865.00)	$ (15,000.00)	$ 15,000.00	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
9	033	Biological Treatment Units West - 453 LPGA Blvd, Holly Hill, FL	$ 2,557,300.00	5%	$ (127,865.00)	$ (15,000.00)	$ 15,000.00	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
11	066	Fleet Maintenance - 453 LPGA Blvd, Holly Hill, FL	$ 671,400.00	5%	$ (33,570.00)	$ (14,911.81)	$ 14,911.81	$ -	$ -	$ -	$ -	Loss Below Deductible Letter Provided - No Further Handling Required
12	069	Vehicle Storage - Public Works - 453 LPGA Blvd, Holly Hill, FL	$ 170,500.00	5%	$ (8,525.00)	$ (8,525.00)	$ 173,092.61	$ (38,243.23)	$ 126,324.38	$ (126,324.38)	**$ -**	**Pending Final Invoices**
13	114	Riverside Park - Pier - Riverside Dr & 2nd St, Holly Hill, FL	$ 99,200.00	5%	$ (4,960.00)	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	No Coverage Provided - Wave Action/Impact - Partial Declination Letter Provided - No Further Handling. A Partial Denial letter for this loaction issued on November19, 2024. **Estimate based on initial costs to build. Rebuild Estimates were not submitted.**
14		Unscheduled Location pier at Ross Point Park - 611 Riverside Dr, Holly Hill, FL	$ -		$ -						$ -	Unscheduled Locationand Damages from Ian - A Partial Denial Letter for this location issued on March 25,2025.
TOTALS						**$ (101,358.58)** **Applied Deductible**	**$ 772,600.64**	**$ (39,393.07)**	**$ 131,848.99**	**$ (131,848.99)**	**$ -**	
					FLOOD ONLY							
14	048	Motor Control Center #1 - 453 LPGA Blvd, Holly Hill, FL	$ 737,800.00	5%	$ (1,000,000.00)		$ 15,000.00	$ -	$ -		$ -	Flood Zone A - Loss Below Deductible Letter Provided - No Further Handling
15	066	Fleet Maintenance - 453 LPGA Blvd, Holly Hill, FL	$ 671,400.00	5%	$ (1,000,000.00)		$ 15,000.00	$ -	$ -		$ -	Flood Zone A - Loss Below Deductible Letter Provided - No Further Handling
16	067	Fleet Maintenance/Office/Plant Storage - 453 LPGA Blvd, Holly Hill, FL	$ 486,900.00	5%	$ (1,000,000.00)		$ 15,000.00	$ -	$ -		$ -	Flood Zone A - Loss Below Deductible Letter Provided - No Further Handling
17	068	Storage - Tool Repair - 453 LPGA Blvd, Holly Hill, FL	$ 263,500.00	5%	$ (1,000,000.00)		$ 15,000.00	$ -	$ -		$ -	Flood Zone A - Loss Below Deductible Letter Provided - No Further Handling
TOTALS					**$ -**		**$ -**	**$ -**	**$ -**		**$ -**	

Recommended Gross Reserve $250,000.00
Minimum per occurence Named Storm Deductible $35,000.00

Attachment: Exhibit H - Insurance Payment (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

HOLLY HILL
FLORIDA

To; Holly Hill City Commission

From: Joseph Forte, City manager

Date: June 24, 2025

RE: Waive the Procurement Policy for the Installation of Quonset Hut

The City received only one formal bid for the Quonset hut replacement project, totaling approximately $334,000—significantly higher than anticipated. In contrast, the City has received multiple informal proposals in the range of $75,000 - $86,000 for similar building and installation work.

Given this considerable disparity, the City Manager recommends the Commission formally reject the sole bid in accordance with Procurement Policy Section 2.30, which allows the Commission to reject bids not deemed to be in the best interest of the City.

In light of this, we request that the City Commission waive the formal bid requirements outlined in Chapter 8 of the Procurement Policy. This section allows the Commission to waive the bidding process for expenditures over $25,000 under circumstances such as:

- When materials, equipment, or services cannot be obtained through the normal bidding process, as confirmed by the Finance Department, or
- When it is otherwise determined to be in the best interest of the City.

Therefore, I concur with the staff's recommendation and I recommend that the City Commission waive the formal bidding procedure and authorize staff to negotiate the purchase and installation of a Quonset hut in an amount not to exceed $126,324, which is the amount the city received from the insurance provider.

Attachment: Exhibit D - Concurrence Letter Quonset Hut (2025-R-47 : Steel Building Replacement at Public Works Due to Hurricane Milton)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 24, 2025**
FROM: **Valerie Manning**
SUBJECT: **River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-2026**
NUMBER: **(ID # 4916)**
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2025-2026 is $1,301.00.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal effective June 30, 2025. Per the TPO, the invoice does not need to be processed until July 2025.

FISCAL ANALYSIS:

The TPO's fiscal year 2025-2026 begins July 1, 2025.

The funding for this agreement is available in general ledger account 001-1101-511-5400.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and authorizes the City Manager to execute said agreement.

COMMISSION GOAL:

N/A

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE TPO FY2025-2026 FUNDING AGREEMENT AS SUBMITTED BY STAFF.

- Volusia-Flagler TPO Funding Agreement FY25-26 (PDF)
- TPO Funding Agreement FY25-26 (PDF)

VOLUSIA FLAGLER TPO
TRANSPORTATION PLANNING ORGANIZATION

To: Volusia-Flagler Transportation Planning Organization Member

From: Mariel Lemke

Date: June 9, 2025

Re: FY 2025/26 Funding Agreement and Invoice

The Vousia-Flagler Transportation Planning Organization collects funding annually from each member to support the organization's functions necessary to achieve the desired role in planning the transportation system. The FY 2025/26-member assessment is calculated at ten (10) cents per capita using the 2024 official population estimate produced by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

Enclosed you will find a Funding Agreement for the FY 2025/26 TPO member assessment. Please execute and return the original to the TPO office. An invoice for the FY 2025/2026-member assessment for your processing is also included. **PLEASE NOTE OUR NEW OFFICE/MAILING ADDRESS: 1540 Cornerstone Blvd., Suite 240 – Daytona Beach, FL 32117.** If you have any questions, please contact us.

Thank you for your support of the Volusia-Flagler Transportation Planning Organization.

Mariel Lemke
Accounting Manager
Volusia-Flagler Transportation Planning Organization (TPO)
1540 Cornerstone Blvd., Suite 240
Daytona Beach, FL 32117
386.271.0249 ext. 3
MLemke@r2ctpo.org
www.vftpo.org

Attachment: Volusia-Flagler TPO Funding Agreement FY25-26 (4916 : River to Sea Transportation Planning Organization (TPO) Funding

Attachment: TPO Funding Agreement FY25-26 (4916 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-

CITY OF HOLLY HILL/VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION
FY 2025/2026 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of ____ 2025, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter **"CITY"**), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION, DBA** the **VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION (TPO),** a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter **"Volusia-Flagler TPO"**).

WITNESSETH

WHEREAS, the Volusia-Flagler TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the Volusia-Flagler TPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY enters into this Agreement with the Volusia-Flagler TPO to provide it with funding to support the functions necessary to achieve the Volusia-Flagler TPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the Volusia-Flagler TPO agree as follows:

SECTION 1. **RECITALS.** The CITY and the Volusia-Flagler TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

SECTION 2. **FISCAL YEAR 2025/26 FUNDING REQUIREMENTS**. The CITY shall allocate **$1,301.00** to the Volusia-Flagler TPO. Such funds shall be paid to the Volusia-Flagler TPO upon receipt of an invoice from the Volusia-Flagler TPO to the CITY. The payment shall be used for the Volusia-Flagler TPO fiscal year (FY) 2025/26 budget effective July 1, 2025. The funding provided to the Volusia-Flagler TPO by the CITY is equal to ten cents ($.10) per capita based on the 2024 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

SECTION 3. **EFFECTIVE DATE AND TERMS**. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2025.

SECTION 4. **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

SECTION 5. **MISCELLANEOUS**

A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portions hereto.

Attachment: TPO Funding Agreement FY25-26 (4916 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-

C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

SECTION 6. CONTROLLING LAWS

A. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City Clerk now in effect and those hereinafter adopted.

B. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

C. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 7. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the CITY and the Volusia-Flagler TPO and inure to the benefit of the successors or assigns of the parties.

SECTION 8. NOTICES. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY:
City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Volusia-Flagler TPO:
Executive Director
Volusia-Flagler TPO
1540 Cornerstone Blvd., Suite 240
Daytona Beach, FL 32117

Attachment: TPO Funding Agreement FY25-26 (4916 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-

SECTION 9. **AUDIT AND RECORD KEEPING PROCEDURES**. The Volusia-Flagler TPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1)(a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies,* issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

SECTION 10. **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the Volusia-Flagler Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

VOLUSIA-FLAGLER TPO

_____
Signature

Print Name: Colleen Nicoulin

Title: Executive Director

ATTEST:

_____
Signature

Print Name: Melanie Pruneau

Title: Administrative Assistant

CITY OF HOLLY HILL

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Signature

Print Name: _____

Title: _____

(CORPORATE SEAL)

Attachment: TPO Funding Agreement FY25-26 (4916 : River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 24, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Joint Project Grant with Volusia County and the City for the Stormwater Evaluation and Pipe Lining of the Needed Pipes and a Budget Fund Appropriation for Cost Share for Project Fund in the FY 2025/26 Budget and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-48**
APPLICANT:
PLANNER:

DISCUSSION:

For Fiscal Year 2024/2025, the City of Holly Hill applied to Volusia County for a CDBG-DR grant for a stormwater lining project totaling 4.2 miles on the east side of the City from Ridgewood Avenue east to the Halifax River. The estimated total cost is $5,441,573. The CDBG-DR funding will be for $4,081,180. The City will contribute 25% of the cost at an estimated value $1,360,393. This allocation is received through the U.S. Department of Housing and Urban Development's (HUD) Grant B-23-UN-12-005.

The City received a notice of award for the joint project on February 12, 2025. The award notice is attached as Exhibit A. The approval of the of the agreement is needed by the City Commission to move forward with the FY2024/2025 CDBG-DR project to provide a stormwater evaluation of the system and pipe lining of the appropriate. The joint project agreement is attached as Exhibit "B."

The project joint project envisioned will rejuvenate the City's eastern area storm pipe system is mostly made of steel pipe. The steel pipe along the river has a much shorter life span than normal as it deteriorates quickly in saltwater environment. The deterioration of pipe threatens road safety vital to the community. This project will pro-actively line the pipes with a fiberglass liner, where possible, to extend the useful life of the pipe.

This is a unique City/County Partnership project. City Staff and County Staff have met several times to develop a cost effective project. The resulting project approach is for the City's GIS system to provide the pipe specifications and locations for refurbishment. The County will utilize the City's GIS data to formulate a phased bid for the pipe lining project with the most vulnerable pipes touching salt water as the priority for replacement. The phased bid will provide the most cost effective refurbishment of the pipes and allow budget control

through priority phases. The project scope is anticipated to take multiple years to complete after bid award.

FISCAL ANALYSIS:

Upon approval of this agenda the City will budget the pipe lining project in the FY 2025/26 Capital budget in the amount of $1,360,393.00. The project will be phased based on priorities and with construction anticipated to take a minimum of 2 years. The joint project agreement will require the City to fund its portion of each approved phase in advance.

STAFF RECOMMENDATION:

That the City Commission approve the stormwater evaluation of the system and pipe lining of the needed pipes and the piggyback of Volusia County Contract #23-B-78AK, budget required capital funds in the FY 2025/26 budget and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY FOR THE STORMWATER EVALUATION AND PIPE LINING OF THE NEEDED PIPES AND A BUDGET FUND APPROPRIATION FOR COST SHARE FOR PROJECT FUND IN THE FY2025/26 BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (PDF)
- Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (DOCX)

Resolution No. 2025-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY FOR THE STORMWATER EVALUATION AND PIPE LINING OF THE NEEDED PIPES AND A BUDGET FUND APPROPRIATION FOR COST SHARE FOR PROJECT FUND IN THE FY 2025/26 BUDGET 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 JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY FOR THE STORMWATER EVALUATION AND PIPE LINING OF THE NEEDED PIPES AND A BUDGET FUND THE COST SHARE FOR PROJECT FUND APPROPRIATION IN THE FY2025/26 BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates a stormwater utility to maintain the health and well-being of the community roads and infrastructure; and

WHEREAS, the City desires to refurbish steel stormwater pipes to extend their useful life and to create and protect vulnerable transportation routes and infrastructure; and

WHEREAS, The City applied for and has been award a CDBG-DR joint project grant of with Volusia County, FL with the County funding 75% of the project through a County Development Block Grant - Disaster Recovery known as the Volusia Transform 386 grant;

WHEREAS, The received notice of award for the joint Volusia Transform 386 grant on February 12, 2025.

WHEREAS, The City has adequate reserves to fund the 25% cost allocation match for infrastructure improvements to be included in the FY2025/26 Capital budget.

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

SECTION 1. That the City Commission of the City of Holly Hill approves joint project grant agreement of $5,441,573.00 for the refurbishment of steel stormwater pipes to extend their useful life and to create and protect vulnerable transportation routes and community

infrastructure and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves the inclusion of the Volusia Transform 386 grant funding match of $1,360,393.00 to be included in the FY 2025/26 stormwater capital 5 year budget plan to fund the City portion of the stormwater pipe refurbishment project and authorizes the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 24th day of JUNE, 2025.

Office of Recovery & Resiliency
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

February 12, 2025

Joseph A. Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Subject: Joint Project Agreements for Chemical Tank Replacements & Storm Sewer Pipe Lining

Dear Mr. Forte,

Enclosed please find draft Joint Project Agreement(s) (JPAs) for the following projects for your city's review and approval:

- Chemical Tank Replacements
- Storm Sewer Pipe Lining

These agreements outline the scope of work and mutual responsibilities for the successful implementation of these projects. If you have any questions or concerns regarding the agreement, please feel free to contact our team at mdewall@volusia.org. We appreciate your time and collaboration in moving these projects forward.

As you are aware, Volusia County has been awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the Department of Housing and Urban Development (HUD) to assist in the recovery efforts following Hurricane Ian. Through this partnership, we aim to ensure the successful completion of Chemical Tank Replacements & Storm Sewer Pipe Lining in alignment with grant requirements and community needs.

The County is committed to working closely with the City of Holly Hill throughout this process to coordinate project execution efficiently. We look forward to your review of the enclosed agreement and are happy to address any questions or concerns you may have. As previously discussed, please obtain approval from your city commission and complete a purchase order with all needed city-committed funds.

Please provide your approval at your earliest convenience so we may proceed with the next steps. Thank you for your time and cooperation. We look forward to working together on this important initiative.

Attachment: Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County

Office of Recovery & Resiliency
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

Best regards,

Dona Butler
Director, Office of Recovery and Resiliency
County of Volusia

Attachment: Exhbit A - Grant Award - HH_JPA Cover Letters_ORR Signed (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL FOR STORM SEWER PIPE LINING

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the City of Holly Hill, a municipal corporation of the State of Florida, for Storm Sewer Pipe Lining.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, Storm Sewer Pipe Lining, and, in conjunction with the County, has determined that the PROJECT is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the PROJECT; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

While the COUNTY will manage the design of the PROJECT on behalf of the City, the City shall be responsible for providing support and direction for the design. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall prepare a scope, procure a design consultant and manage the design consultant in the preparation of the engineering plans and documents to include the necessary permitting for the PROJECT. The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. The COUNTY shall procure a design consultant using the COUNTY's procurement methods for hiring professional services and noted in Section F. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and acceptance by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. The COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. The CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Steven Juengst, 1065 Ridgewood Ave, Holly Hill, FL 32117.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:
VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO:
DONA BUTLER
DIRECTOR, ORR
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY:
CITY OF HOLLY HILL
ATTN: JOSEPH A. FORTE
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

COPY TO:
CITY OF HOLLY HILL
ATTN: STEVEN JUENGST
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
JOSEPH A. FORTE
CITY MANAGER

CITY OF [CITY]

BY: _____
JOHN PENNY
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SCOTT SIMPSON
CITY ATTORNEY

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

Attachment: Exhibit B Agreement HH_SSPL_JPA_INF-MIT_CDBG-DR (2025-R-48 : Stormwater Pipe Refurbishment Joint City/County Project)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **June 24, 2025**
FROM: **Joseph Forte**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending and Restating, Chapter 42, Pensions and Retirement; Article III, Firefighters' Pension Plan, Section 42-69 Vesting Providing for Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.**
NUMBER: **2025-O-3089**
APPLICANT:
PLANNER:

DISCUSSION:

During the I.A.F.F. union negotiations of 2024, the Union and the City agreed to change the pension vesting period from six years to eight years for all firefighter who are members of the pension plan.

FISCAL ANALYSIS:

There is no fiscal impact to the city for this Amendment.

STAFF RECOMMENDATION:

To approve the Ordinance and changes to the Firefighter Pension Plan Section 42-69 as submitted.

COMMISSION GOAL:

N/A

MOTION:

APPROVE AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

Ordinance No. 2025-3089

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Holly Hill; and

WHEREAS, the City Commission desires to clarify and restate the provisions of the Firefighters' Retirement Plan to change the vesting period from six (6) years to eight (8) years for all personnel hired after October 1, 2024.

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

SECTION 1. That the City of Holly Hill Firefighters' Retirement System is hereby amended and restated as set forth in the document designated THE CITY OF HOLLY HILL FIREFIGHTERS' RETIREMENT SYSTEM attached hereto and made a part hereof.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Holly Hill.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section,

subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5. That this Ordinance shall become retroactively effective on October 1, 2024.

APPROVED AND AUTHENTICATED on this 24th day of JUNE, 2025.

CITY OF CITY OF HOLLY HILL
FIREFIGHTERS' RETIREMENT SYSTEM

Sec. 42-69. - Vesting.

If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(1) If the member was hired prior to October 1, 2024 and has less than six (6) years of credited service or if the member was hired after October 1, 2024 and has less than eight (8) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(2) If the member was hired before October 1, 2024 and has six (6) or more years of credited service or the member was hired after October 1, 2024 and has eight (8) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, determined based upon actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under pre-retirement death.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **June 24, 2025**
FROM: **Joseph Forte**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Adopting a New Section 58-133 (Prohibiting Smoking and Vaping at Publicly Owned Parks and Recreation Facilities Within the City; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-O-3090**
APPLICANT:
PLANNER:

DISCUSSION:

Recently, the city received a visit from representatives of Tobacco Free Volusia requesting the city join other cities in Volusia County to prohibit smoking and vaping in city parks. Tobacco Free Volusia's vision states: *" Every person in Volusia County should be free to enjoy the great outdoors without exposure to toxic smoke and little."* The city currently has an Ordinance, which prohibits smoking and/or the use of tobacco products at designated youth athletic fields and parks, which was adopted to prevent these activities especially, at Hollyland Park at youth baseball events. Since the law has now changed to allow cities to prohibit smoking and vaping in city parks, this is the time to support Tobacco Free Volusia and adopt such an ordinance if it is the will of the City Commission.

Though there is no safe level of exposure to secondhand smoke, two thirds (63%) of youth in Volusia County are exposed to it. Both cigarettes & vape products contain lead, formaldehyde, and other cancer-causing substances. Cigarettes are the most common form of litter and are a health and safety threat to kids. In 2020 alone, U.S. poison control centers reported more than 9,500 cases involving children under 6 years of age who consumed or were exposed to tobacco or nicotine products.

Sources: 386.209 Fla Stat (2002); HHS 2006; FDH 2020; Williams eet.al 2019; Novotny et. Al 2009; Gummin et.al 2021; WHO 2022; NOAA, Marine Debris Division 2019.

FISCAL ANALYSIS:

No fiscal impact.

STAFF RECOMMENDATION:

To approve the first reading of this Ordinance to prohibit smoking and vaping except unfiltered cigars in all city parks.

COMMISSION GOAL:

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

MOTION:

APPROVE ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY.); EXCEPT UNFILTERED CIGARS IN ALL CITY PARKS; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CONFLICTING ORDINANCES.

Ordinance No. 2025-3090

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY.); PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 386.209 of the 2025 Florida Statute expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the County, unless such restriction conflicts with a County Ordinance; and

WHEREAS, despite the foregoing, Section 386.209 of the 2025 Florida Statute preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by State Law; and

WHEREAS, to the extent permitted by law, the City of Holly Hill desires to restrict vaping and the smoking of tobacco at its parks within the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Holly Hill and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to 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 hereby repeals Sec. 58-133. (Smoking and/or use of tobacco products at designated youth athletic fields/parks.) and adopts a new Section 58-133 (Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City.) to read as follows:

Section 58-133 (Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City.)

(a) Definitions. For purposes of this Section the terms listed have the following meanings:

(1) Public Parks means and refers to all recreational parks and venues owned or otherwise operated by the City of Holly Hill, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas. However, that portion of Hollyland Park that is under the control of Pictona of Holly Hill, Inc. pursuant to an agreement with the City shall be excluded from this regulation.

(2) Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

(3) Vape or Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(b) Prohibited Acts. Except for the smoking of unfiltered cigars, smoking or vaping within a public park is prohibited. Regardless of the foregoing, nothing in this Section may be interpreted as permitting or allowing the smoking of unfiltered cigars when such activity is otherwise prohibited or forbidden by general law.

(c) Signage. The City Manager or his/her designee is authorized to display one or more signs prohibiting smoking and vaping at the parks and youth athletic activities as specified in this Section.

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 24th day of JUNE, 2025 for first reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **June 24, 2025**
FROM: **Byron Williams**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to Prohibit Electric Bikes, Mobility Devices and Motorized Scooters from Sidewalk; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2025-O-3091**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Legislature adopted Florida Statute, Section 316.1995, which provides counties and municipalities, "a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway".

The Florida Legislature adopted Florida Statute, Section 316.20655, which provides counties and municipalities, "Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. 316.2065. An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multi-use path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multi-use path, or trail network".

The Florida Legislature adopted Florida Statute, Section 316.006, which provides counties and municipalities, "The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles."

In recent years there has been a substantial increase in the use of motorized bikes and other

similar means of transportation. These types of motorized means of transportation are larger than human powered bicycles, travel faster and therefore, pose a significantly higher risk of injury for pedestrians walking on the sidewalks. The City believes that these motorized means of transportation should not be allowed to operate on sidewalks for the safety of pedestrians using sidewalks.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Accept and amend the Holly Hill Ordinance to comply with Florida Statute, Sections 316.1995, 316.20655, and 316.008.

COMMISSION GOAL:

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

MOTION

APPROVING AND AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; APPROVING AND AMENDING THE HOLLY HILL CITY ORDINANCE TO COMPLY WITH FLORIDA STATUTE SECTIONS 316.1995, 316.20655, AND 316.008.

Ordinance No. 2025-3091

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in recent years there has been a substantial increase in the use of motorized bikes and other similar means of transportation; and

WHEREAS, Florida Statute, Section 316.1995 provides:

(1) Except as provided in s. 316.008, s. 316.20655, s. 316.212(8), or s. 316.2128, a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway; and

WHEREAS, Florida Statute, Section 316.20655 provides:

(1) Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. 316.2065. An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multi-use path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multi-use path, or trail network; and

WHEREAS, Florida Statute, Section 316.008 provides:

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police

power, from:

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles; and

WHEREAS, these types of motorized means of transportation are larger than human powered bicycles, travel faster and therefore pose a significantly higher risk of injury for pedestrians walking on the sidewalks; and

WHEREAS, the City believes that these motorized means of transportation should not be allowed to operate on sidewalks for the safety of pedestrians using sidewalks; and

WHEREAS, words with strike through (~~strike-through~~) the characters are deletion to the text and words which are underlined (underlined) are additions to the text.

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

SECTION 1. The City Commission hereby amends Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to read as follows:

ARTICLE III. - BICYCLES

DIVISION 1. - GENERALLY

Sec. 66-71. - Definitions. The City hereby adopts and incorporates herein the definitions in Florida Statute Section 316.003, as amended.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Bicycle* any device propelled by human power, or any moped propelled by a pedal-activated helper motor with a manufacturer's certified maximum rating of 1½-brake horsepower, upon which any person may ride, having two tandem wheels, either of which is 20 inches or more in diameter, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels~~.

Sec. 66-72. - Removal, destruction or alteration of frame number, license plate, etc.

It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the number of any bicycle frame registered pursuant to this article. It shall also be unlawful for any person to remove, destroy, mutilate or alter any license plate, seal

or registration card during the time in which such license plate, seal or registration card shall operate.

Sec. 66-73. - Brakes.

Every bicycle, when operated upon a street, shall be equipped with a brake adequate to control the movement of and to stop such vehicle whenever necessary. Such brakes shall be maintained in good working order at all times.

Sec. 66-74. - Sale of unclaimed bicycles.

(a) When any bicycle shall have remained in the custody of the city for a period of six months without a valid claim of ownership having been made for such bicycle, it shall be sold at public auction to the highest and best bidder for cash.

(b) Prior thereto a notice of such sale shall be published one time in a local newspaper of general circulation at least ten days prior to such sale. Such notice shall also be posted for ten days prior to such sale at the city hall and in one other public place.

(c) All moneys received from such sale or sales shall be deposited in the general fund of the city.

Sec. 66-75. - Operation on Sidewalks.

(a) All vehicles that are propelled exclusively by human power, including bicycles, are allowed to operate on sidewalks, unless prohibited by signage posted by the City. Operations shall be in compliance with all applicable State laws.

(b) A motorized wheeler chair or other motorized ADA vehicles are allowed to be operated on a sidewalk in compliance with all applicable State laws.

(c) All vehicles not described in (a) or (b) above shall be prohibited from being operated on a sidewalk, including electric bikes (all classes), motorized scooters and mobility devices, even if the vehicle is being propelled or partially propelled by human power at the time of use. This prohibition only applies to sidewalks that are under the City's jurisdiction. Therefore, this prohibition does not apply to sidewalks adjacent to the following roads: Ridgewood Avenue (U.S. 1), LPGA Blvd., Nova Road, and that portion of Mason Avenue from the bridge to the railroad tracks.

Sec. 66-76 - Operation on Roadways.

(a) A person operating any vehicle, including bicycles, electric bikes (all classes), electric scooters and mobility devices, upon a roadway within the city limits, will do so utilizing the right shoulder of the roadway or a specially designed lane.

(b) Vehicles, including bicycles, electric bikes (all classes), mobility devices and motorized scooters may be operated on roadways where the posted speed limit is 35 miles per hour or less, or where bike lanes are present, per State law.

(c) Vehicles utilizing any roadway may cross roadways at crosswalks and intersections in accordance with applicable traffic control devices.

(d) Operators must adhere to all State and local traffic regulations.

Sec. 66-77 - Parking.

Operators of vehicles including bicycles, electric bikes (all classes), mobility devices or motorized scooters shall not be parked upon any street or right-of-way in a manner that:

(a) Blocks pedestrian walkways, driveways, ADA ramps, fire hydrants, or building

entrances;

(b) Obstructs vehicular traffic or visibility at intersections.

(c) Must be parked upright using a stand, if equipped, and within designated parking zones where provided.

(d) The City may designate specific micro mobility parking areas, and devices found outside such areas may be subject to removal or citation.

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 24th day of JUNE, 2025 for first reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **June 24, 2025**
FROM: **Joseph Forte**
SUBJECT: **Adoption of City Commission Goals and Objectives**
NUMBER: **(ID # 4918)**
APPLICANT:
PLANNER:

DISCUSSION:

On Thursday, April 24, 2025, from 12:00 p.m. to 5:00 p.m., the Holly Hill City Commission, City Manager, and Department Heads participated in a facilitated goal-setting session. The purpose of the session was to identify strategic priorities, strengthen alignment among commissioners, and guide future planning and resource allocation.

The session was structured to foster open dialogue, build consensus, and focus on actionable outcomes that reflect the Commission's shared vision for the community.

This report summarizes the key outcomes of the session, including major discussion themes, identified short and long-term goals, and recommended next steps. It serves as a foundational document for continued strategic planning, ensuring the City's leadership remains focused, collaborative, and responsive to the needs of Holly Hill residents.

Per the City Commissioners discussion at that meetings, the updated list is attached to this item for further review and consideration. If adopted, these goals and objectives will be focused on for the next several years as determined by the City Commission.

FISCAL ANALYSIS:

As determined and directed by the City Commission.

STAFF RECOMMENDATION:

As discussed and directed by the City Commission.

COMMISSION GOAL:

N/A

MOTION:

As determined by the City Commission.

- Holly Hill Goals 2025 (PDF)

City of Holly Hill

Goal Setting Facilitation Report

Facilitator: Karen Allen
Date: April 24, 2025

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

Introduction

On Thursday, April 24, 2025, from 12:00 p.m. to 5:00 p.m., the Holly Hill City Commission, City Manager, and Department Heads participated in a facilitated goal-setting session. The purpose of the session was to identify strategic priorities, strengthen alignment among commissioners, and guide future planning and resource allocation.

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Attendees

- **Mayor:** John Penny
- **Vice Mayor:** Roy Johnson, District 4
- **Commissioner:** Debra Snow, District 1
- **Commissioner:** Penny Currie, District 2
- **Commissioner:** Jeffrey "JD" DeLanoy, District 3
- **City Manager:** Joe Forte
- **City Clerk:** Valerie Manning
- **Police Chief:** Byron Williams
- **Fire Chief:** Jim Bland
- **Public Works Director:** Josef Grusauskas
- **Deputy Public Works Director:** Steve Juengst
- **Finance Director:** Michele Williams
- **City Planner/Assistant City Manager:** Brian Walker

Departmental Overview and Commission Discussion

As part of the facilitation process, each Department Head provided a verbal presentation outlining their department's priorities, operational needs, and strategic goals. These presentations highlighted opportunities to improve efficiency, address current challenges, and enhance service delivery to Holly Hill residents.

Upon conclusion of these presentations, Department Heads exited the session. The City Commission then engaged in focused discussions, reflecting on departmental input while articulating their own individual goals. This portion of the session emphasized alignment between Commission priorities and departmental objectives, balancing immediate concerns with long-term aspirations for growth and service excellence.

Commission Vision Statement

The City Commission articulated a unified vision for the future of Holly Hill. The Commission envisions a city that is both aesthetically beautiful and safe, with a strong sense of community pride, supported by thriving businesses and high-performing schools.

Holly Hill is envisioned as a year-round sports destination, leveraging Pictona, Volusia Sports Center and Flight Gymnastics, and related amenities to attract residents and visitors. Additional priorities include increasing homeownership, encouraging redevelopment, improving residential and commercial properties, and recognizing the Halifax River as one of the City's most valuable natural assets and economic drivers.

This vision provides a strategic framework for the City's ongoing work in governance, development, and community building.

Review of Existing Goals

The Commission reviewed previously adopted goals and expressed satisfaction with progress to date. Where possible, most goals have been completed or are currently underway. Building on that momentum, the Commission categorized new and existing priorities into four core areas:

- **Community Services**
- **Finance**
- **Public Safety**
- **Public Works**

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

City Commission and Department Head Priorities

Below is a summary of identified priorities from the City Commission and Department Heads. These shared priorities reflect a strong commitment to efficient service delivery, infrastructure improvement, and sustainable community development. These department head priorities will be worked on by the department personnel.

Community Services Priorities

- Recruit new businesses and redevelop existing businesses, particularly outdated motel properties.
- Maintain clean parks and recreational areas.
- Repair and maintain city piers.
- Strengthen the partnership with Pictona, including joint branding, shared slogans, and coordinated promotional photo opportunities.
- Increase homeownership throughout the city.
- Ensure Holly Hill's inclusion in the Wind Pool for insurance eligibility.
- Collaborate with the YMCA on a long-term strategic plan.
- Finalize a development and use plan for the LPGA property.
- Enhance engagement with Team Volusia.
- Promote increased community involvement by commissioners and citizens.
- Complete the Greenways & Trails network, partnering with adjacent municipalities as needed.

Finance Priorities

- Improve customer service experiences for residents.
- Explore expanded use of Tyler Software to streamline operations.
- Increase adoption and usage of the Eye On Water program.
- Identify alternative utility payment methods to minimize face-to-face interactions.
- Leverage technology and explore the use of artificial intelligence to increase efficiency.

Public Safety Priorities

- Enforce residential and commercial code violations more effectively.
- Formalize inter-municipal agreements on police and fire department cooperation.
- Modernize police technology and software systems.
- Plan for the development of a new police facility.
- Implement a Citizen Academy to foster civic awareness and involvement.
- Reduce drug-related criminal activity.
- Increase community policing presence.
- Address and reduce speeding violations.
- Develop succession plans within public safety departments. (This is actual a goal for all departments)

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

Public Works Priorities

- Install traffic control devices such as speed bumps or speed tables in residential areas.
- Improve traffic signage citywide.
- Complete and implement utility resiliency plans in the water and wastewater division.
- Determine the future of the city's water tower—remove, retrofit, or preserve as a landmark.
- Identify, clean and maintain ditches and swales determined to be under the city's maintenance responsibility.
- Improve communication with the public regarding project updates and responses to community concerns. Add a link to the city's website for stormwater improvement updates.
- Develop a five year repair and replace road and sidewalk program.

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

City of Holly Hill – Goals & Objectives Plan (2025)

Based on unanimous consensus during the collaborative goal-setting session and a comprehensive review of key priorities, the City Commission has formalized the following goals. While not every individual item proposed by Commissioners and Department Heads is represented, these goals reflect the collective vision and strategic direction of the Commission. They will guide the City's planning efforts and will be presented for formal adoption at an upcoming Commission meeting.

Community Services Goals

1. Enhance Pictona Partnership and Community Branding

Develop and implement a joint marketing initiative with Pictona to promote Holly Hill as a premier pickleball destination, including co-branded slogans, murals, statues, and photo spots.

- **Objective:** Participate on the Pictona Executive Board.
- **Objective:** Engage with Pictona Staff.
- **Objective:** Coordinate events such as concerts and other community activities.

2. Redevelop Outdated Motel Properties

Engage motel property owners to encourage redevelopment that reduces blight and supports productive land use.

- **Objective:** Provide opportunities for property owners to meet with staff and review action plans with clear timelines.
- **Objective:** Continue code enforcement to identify deficiencies and ensure compliance.

Finance Goals

3. Optimize Use of Tyler Software System

Enhance use of Tyler Software by integrating additional features to improve internal efficiency, reporting, and service delivery.

- **Objective:** Attend FL User Group Meetings and the Tyler Connect Conference to explore unused capabilities.

4. Implement Customer Service Training Program

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

Offer biannual training to all public-facing employees to elevate service standards.

- **Objective:** Provide Utility Billing staff with two customer service–related training opportunities annually.
- **Objective:** Collaborate with staff to brainstorm customer service improvements and explore methods for collecting resident feedback.

5. Reduce In-Person Utility Payment Dependency

Expand payment and service options to minimize the need for in-person utility transactions.

- **Objective:** Increase Eye on Water usage by 30% within six months after Badger Meter cellular installation, using lobby posters, bill inserts, social media, application attachments, and staff communication.
- **Objective:** Implement the Sportsman Program for facility rentals by June 30, 2025.
- **Objective:** Launch fillable, online PDF submission for various utility applications (e.g., Roll-Off, Sewer Adjustments, Pool Fills) by July 31, 2025.

Public Safety Goals

6. Enforce Compliance at High-Violation Residential Rentals

By May 2026, identify and address the 10 worst residential rental properties with significant code violations.

- **Objective:** Review active cases and field inspections to identify top offenders.
- **Objective:** Escalate enforcement actions, including fines, liens, or property sales as necessary.

7. Enforce Compliance at High-Violation Commercial Properties

By May 2026, target the 10 most problematic commercial properties for enforcement.

- **Objective:** Identify and assess top commercial code violators.
- **Objective:** Advance enforcement to include liens or property sales where needed.

8. Develop a Five-Year Police Technology Modernization Plan

Direct the Police Chief to create a long-term strategy to enhance policing capabilities through technology.

- **Objective:** Improve officer and community safety through real-time situational awareness tools.

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

- **Objective:** Modernize digital evidence handling for data protection and chain-of-custody compliance.
- **Objective:** Strengthen data-driven and intelligence-based policing methods.

9. Develop a Police Facility Modernization Plan

Address infrastructure needs to ensure the resilience and effectiveness of the police facility.

- **Objective:** Ensure facility resiliency to maintain operations during emergencies and extreme weather.
- **Objective:** Enhance community relations through dedicated public spaces for training and briefings.
- **Objective:** Resolve infrastructure issues such as flooding and restroom plumbing by upgrading systems.

Public Works Goals

10. Develop a Public Works Resiliency Plan

Create a five-year plan addressing stormwater management, infrastructure durability, and climate resilience.

- **Objective:** Identify at least 12 feasible and affordable drainage projects using storm and sea level rise data.
- **Objective:** Prioritize projects from the stormwater master plan.
- **Objective:** Seek funding from programs such as HMGP, CDBG, State Appropriations, SRF, and the St. Johns River Water Management District.
- **Objective:** Budget annually for at least one capital drainage improvement project.

11. Improve Ditch and Swale Drainage Systems

Rehabilitate and maintain critical ditches and swales to enhance stormwater flow and reduce flooding.

- **Objective:** Review and update the city's stormwater operations plan.
- **Objective:** Ensure vac truck operations meet operational standards.
- **Objective:** Coordinate maintenance efforts with County and regional agencies for joint stormwater systems.

12. Renew and Replace Aging Infrastructure

Promote sustainability and public safety by prioritizing the renewal of essential city infrastructure.

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

- **Objective:** Maintain a 5-Year Capital Improvement Plan for paving, sidewalks, and utility renewal.
- **Objective:** Implement Water and Wastewater SAHFI grants to strengthen utility resilience.
- **Objective:** Pursue additional state and federal grants to support capital improvements.

Next Steps

The City Manager and Department Heads will begin initial planning and coordination for the outlined goals. Following formal adoption by the City Commission, implementation will commence with regular progress updates to ensure transparency and accountability.

This Goals & Objectives Plan serves as both a strategic roadmap and a working guide to support Holly Hill's continued growth, improve the quality of life for residents, and ensure a resilient, forward-focused municipal government.

Attachment: Holly Hill Goals 2025 (4918 : Adoption of City Commission Goals and Objectives)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**June 24, 2025**
FROM:	**Brian Walker**
SUBJECT:	**719 Walker Street - Special Exception**
NUMBER:	**(ID # 4897)**
APPLICANT:	**Quang Lam, P.E. for Jim Corbett, Facility Director**
PLANNER:	**Brian Walker**

INTRODUCTION:

The applicant is seeking special exception approval to continue and expand the use of the property as a daycare facility with early learning programs such as Head Start. The property is zoned R-5 (Two-Family Residential District). The subject property is located on the south side of Walker Street approximately 550 feet east of Ashley Place, and is more specifically known as 719 Walker Street.

BACKGROUND:

The subject property is approximately 3.5 acres in size and currently serves as the long standing location of YOU THRIVE, a non-profit agency dedicated to helping families and children through a variety of programs such as Preschool Head Start, Early Head Start, School Readiness, and VPK. It contains a playground and provides daycare services for the community.

The applicant has demolished the current facilities which were built in 1969, and is looking to replace them with a new 49,192 square foot facility that will enable them to expand their services to the community. The applicant provides more details about the project in the document attached and titled, **Applicant Narrative**. An elevation and floor plan are also attached.

Although the applicant is looking to continue daycare and early learning services already provided, staff recommended that a special exception be pursued for the following reasons:

1. The use requires approval via the special exception process, but because the use began prior to such a requirement in the land development code, no previous special exception was ever obtained.

2. The current facilities have been demolished. Therefore, any redevelopment must meet all current requirements which includes obtaining a special exception to be used as a daycare.

The requirements to obtain a special exception are as follows:

Sec. 114-667. Child day care centers.
Child day care centers are permitted as special exceptions, provided:
(1) No play equipment shall be located in any front or side yard, except on corner lots, in which play equipment may be located in a side yard.
(2) The play area shall be enclosed by a fence at least five feet in height.
(3) Off-street parking shall be provided at the rate of one space for each six children (licensed capacity).
(4) An occupant identification sign shall be permitted on the building facade. The sign shall not exceed six square feet and shall be attached and non-illuminated.

With regard to condition 4, the applicant requests that they be permitted signage as stated in Chapter 110 of the land development code entitled SIGNS, and not be limited to a 6 square foot sign as stated in condition 4 of Section 114-667. All other businesses are permitted signage as per Chapter 110. Staff has no objection to the applicant's request.

(5) The day care center shall be designed and constructed according to the standards adopted pursuant to F.S. § 402.30 et seq. and section 10C-10.20 et seq., Florida Administrative Code.
(6) The center shall be appropriately licensed by the county health department and the state department of health and rehabilitative services.

The conceptual site plan submitted and attached, shows that the proposed new facility will meet a 35 foot setback on the side property lines, and significantly exceed it on the rear property line. The property is not located in a flood plain. The conceptual site plan provides for a stormwater management system which will be reviewed by a professional engineering firm and stormwater engineer prior to site plan approval.

Reasons for Denial - Section 82-346 of the land development regulations provides 9 reasons why the request for a special exception can be denied by the city commission. The reasons for denial are attached on the page titled, "**Reasons for Denial**."

Staff has reviewed the requirements of Section 114-667 and the reasons for denial stated in Section 82-346. Although the property is not currently developed, it will be developed in conformity with the requirements of the land development code and special exception conditions. It is the opinion of staff that the development will not trigger any of the stated reasons for denial. Therefore, based on the information provided, staff does not object to the application for a special exception.

RECOMMENDATION:

Staff recommends approval of the requested special exception as per Sec. 114-667 and approval

of the request for signage as permitted in Chapter 110 of the land development regulations, for property zoned R-5 (Two-Family Residential District) located on the south side of Walker Street approximately 550 feet east of Ashley Place, and more specifically known as 719 Walker Street.

- Applicant Narrative (PDF)
- Application (PDF)
- Conceptual Site Plan(PDF)
- Elevation & Floor Plan (PDF)
- Maps & Pictures (PDF)
- Property Record Card (PDF)
- Survey (PDF)
- Volusia Cty Letter of Support (PDF)
- Reasons for Denial (PDF)

Creating Opportunities, Enriching Lives

March 10, 2025

Subject: Letter of Improvements for Special Exception Use Application

I am writing on behalf of Mid Florida Community Services, Inc., dba You Thrive Florida (YTF), in support of our Special Exception Use (SEU) application for the new facility at 719 Walker St, Daytona Beach, FL 32117.

As a nonprofit 501(c)(3) community action agency, You Thrive Florida is dedicated to empowering individuals, families, and communities to thrive. Our Early Learning Programs, including Head Start Preschool (HSP) and Early Head Start (EHS), provide comprehensive child development, school readiness, and family engagement services for children from birth to age five, pregnant women, and their families. We currently serve 1,011 children across Hernando, Sumter, and Volusia Counties, with a strong focus on:

- Supporting families in achieving self-sufficiency
- Providing holistic services to meet the needs of families
- Serving homeless families and children with disabilities
- Promoting fatherhood engagement and family involvement

This new facility will allow us to enhance and expand our services, ensuring more families have access to the resources they need for long-term success.

Addressing Community Needs

Volusia County, particularly Daytona Beach, has high poverty rates among children under five, with 50.3% in ZIP code 32117 and 47.7% in ZIP code 32114 living in poverty. With over 4,440 Head Start and 2,660 Early Head Start eligible children in the county, the demand for expanded childcare and educational services is critical. The new Holly Hill facility will centralize and expand services, providing a larger, more accessible space to better support families in need.

Capitalizing on Economies of Scale

Consolidating our operations into a single, state-of-the-art Early Learning Center will allow You Thrive Florida to leverage economies of scale and enhance efficiency. By merging three smaller, aging facilities into one, we will significantly reduce operating costs related to meal preparation, office space, and maintenance. The new facility will be more cost-effective to maintain, eliminating the higher maintenance expenses associated with the older sites.

Improving Service Delivery

Attachment: Applicant Narrative (4897 : 719 Walker Street - Special Exception)

By centralizing our services, we will reduce travel time and improve service delivery. Currently, staff must commute between three separate sites to support children and families, which impacts efficiency. Consolidating all staff and children at the new Holly Hill location will provide dedicated office space and therapy rooms, allowing staff to spend more time with children in their classrooms and less time on the road. This will enhance both the quality and timeliness of the services we provide.

Community Impact

The facility being built through our disaster recovery project is designed to withstand future storms, ensuring we can continue providing critical services to the community in the aftermath of disasters. It is important to note that this facility will not serve as a shelter or provide housing but will function as a resource center, offering families access to essential post-disaster support, including information, food, clothing, and assistance navigating recovery efforts.

As part of our Early Learning Programs, this disaster-resilient facility will allow us to remain operational during emergencies, ensuring families have a reliable place to access services and support when they need it most. These improvements have been carefully planned to meet all zoning requirements and the criteria for the Special Exception Use, reinforcing the property's long-term role as an Early Learning Center while also enhancing its ability to serve the local community.

We respectfully request your approval of these proposed improvements to strengthen our ability to support families and the community in times of need.

Thank you for your time and consideration.



Yesenia Taveras
Project Manager
386-562-0536
Ytaveras@youthrivefl.org

Attachment: Applicant Narrative (4897 : 719 Walker Street - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED

PROPERTY

PARCEL ID #: 424204350040 (Alt key 3169875)	
ADDRESS: 719 WALKER STREET	
TOTAL ACREAGE: 3.61 ACRES	CURRENT USE OF PROPERTY: EARLY LEARNING CENTER
WATER PROVIDER: CITY OF HOLLY HILL	SEWER PROVIDER: CITY OF HOLLY HILL
ZONING: R-5	FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? ☒ YES ☐ NO	

OWNER

NAME: JIM CORBETT, DIRECTOR FACILITY	COMPANY: VOLUSIA COUNTY	
ADDRESS: 123 W INDIANA AVE		
CITY: DELAND	STATE: FL	ZIP: 32720
PHONE: 386-566-4500	EMAIL: JCORBETT@VOLUSIA.ORG	

APPLICANT/CONSULTANT

NAME: QUANG LAM, P.E.	COMPANY: LAM CIVIL ENGINEERING, INC.	
ADDRESS: 1320 W. PINE STREET		
CITY: ORLANDO	STATE: FL	ZIP: 32805
PHONE: 407-234-8944	EMAIL: QLAM@LAMCIVILENGINEERING.COM	

Attachment: Application (4897 : 719 Walker Street - Special Exception)

REVISED 2018

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

ATTACHMENT CHECKLIST

- ☐ APPLICATION
- ☐ APPLICATION FEE - $500.00
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- ☐ STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- ☐ A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.

Janeya Stanton Director
SIGNATURE OF OWNER/AUTHORIZED AGENT

2-10-25
DATE

REVISED 2018

Attachment: Application (4897 : 719 Walker Street - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

What are you requesting?

Early Learning Center

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? [X]YES [ ]NO Explain.

   The existing building and associate parking was constructed as commercial use which similar to the propose use.

2. Is it inconsistent with any element of the comprehensive plan? [ ]YES [ ]NO Explain.

3. Will it adversely affect the public interest? [ ]YES [x]NO Explain.

   Early Learning Center will provide early childhood learning while providing opportunity for parents to participate in the work force.

Attachment: Application (4897 : 719 Walker Street - Special Exception)

SE#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

4. Does it meet the expressed requirements of the applicable special exception? [x]YES [ ]NO

Explain.

Previous use was an Early Learning Center and the propose Early Learning Center density is less intense than the Medium Density Residential (MDR) allows 69 Dwelling Unit and with average D.U. 1,500 sq ft which equates to 103,500 sq ft (0.66 F.A.R.). The proposed 49,192 sq ft building with 0.31 F.A.R. is less than half of the current MDR Land Use.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? [X]YES [ ]NO Explain.

6. Will it generate undue traffic congestion? [ ]YES [X]NO Explain.

Proposed Early Learning Center is less intense development than MDR

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? [ ] YES [x]NO Explain.

Proposed Early Learning Center is less intense development than MDR and existing use was also an Early Learning Center.

Attachment: Application (4897 : 719 Walker Street - Special Exception)

SE#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐YES ☒NO Explain.

The expanded Early Learning Center will provide community childcare facility for working families around the neighborhood.

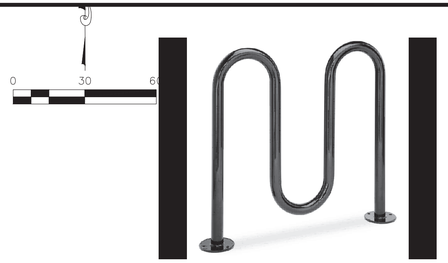
9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐YES ☒NO Explain.

The expanded Early Learning Center is in an existing Early Learning Center property and is surrounding properties are developed. Thus will not adversely affect the surrounding natural environment or natural resources.

Attachment: Application (4897 : 719 Walker Street - Special Exception)



SITE SIGNAGE



ULINE 3-LOOP WAVE BIKE RACK

NOTE:
1. MINIMUM ½" DIAMETER WEDGE ANCHOR MINIMUM 3" EMBEDDED, 3 BOLTS PER BASE PLATE..

Bearings shown hereon are based on StatePlane coordinates Florida East Zone (NAD 83/2011) per CCR 108095 and FDOT D5 PID 91701005.

Field Date : 02/13/25
Date Completed : 02/16/25

PROPERTY ADDRESS :
719 WALKER STREET,
HOLLY HILL, FLORIDA 32117

SURVEY NO : VS 2654

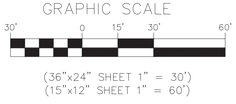
CERTIFIED TO :
COUNTY OF VOLUSIA

Flood Zone Information:
Community No.: 125112
Panel No.: 0356 Suffix : J
F.I.R.M. Date : 09/29/2017
Flood Zone : X

BENCHMARK USED:
DESIGNATION: 10-08-027-0
POINT/STATION NUMBER : 103
ELEVATION : 10.230' (NAVD 88)
FOUND A ST. JOHNS WATER MANAGEMENT DISTRICT DISK STAMPED 10-08-027-0 IN CONCRETE SIDEWALK NEXT TO A CONCRETE WALL AT THE SW CORNER OF THE INTERSECTION OF US1 AND ELEVENTH ST.

SITE BENCHMARK AS SHOWN ON PLANS.





SITE IDENTIFICATION

PARCEL IDENTIFICATION No. 424204350040 (ALTERNATIVE KEY 3169875)

SECTION 42, TOWNSHIP 14S, RANGE 32E

ADDRESS 719 WALKER STREET
HOLLY HILL, FLORIDA 32117

SITE ZONING

EXISTING ZONING	R5
FUTURE LAND USE	MDR
EXISTING LAND USE	DAYCARE
PROPOSED LAND USE	DAYCARE-OFFICE

SITE DATA

BUILDING SETBACK

	PERMITTED	PROPOSED BLD 100
FRONT	25'	165'
SIDE	35'	35' WEST AND 37' EAST
BACK/REAR	35'	69.8'

PARKING DATA

PARKING SPACES REQUIRED PER SEC 90-251
- 1 PARKING SPACE PER 10 STUDENTS W/ DROP-OFF)
- REQUIRED 14 SPACES (140 STUDENTS)

PARKING SPACES PROVIDED

BLD 100	
90° SPACES 9'x20'	52 SPACES
HANDICAP PARKING 12'x20' SPACES	3 SPACES
BLD 100 TOTAL SPACES	55 SPACES

BUILDING DATA

- BUILDING AREA 49,192 SF (F.A.R. 0.31)
- BUILDING HEIGHT (PROPOSED MAX) 30 FT

SITE NOTE

1. LAND USE OF MEDIUM DENSITY RESIDENTIAL DEVELOPMENT ALLOWS DENSITY OF 19 DWELLING UNITS PER ACRES WHICH WOULD ALLOWS THIS PROPERTY TO DEVELOP 69 D.U. (19 DU x 3.61 AC). THE TYPICAL DWELLING UNIT SIZE IS 1,500 SQUARE FEET WOULD EQUATE TO 103,500 SQUARE FEET (EQUATE TO 0.66 F.A.R.) WHICH IS ALMOST TWICE THE SQUARE FEET OF THE PROPOSED 49,192 SQUARE FEET (0.31 F.A.R.). THE PROPOSED 49,192 SQ FT DAYCARE/ EMERGENCY RELIEF FACILITY DEVELOPMENT IS LESS INTENSE THAN THE M.D.R. LAND USE.
2. ALL MEASUREMENTS AND DIMENSIONS ARE TAKEN AT FACE OF CURB AND WALL.
3. CONTRACTOR TO REPAIR ANY DAMAGES TO SIDEWALK, DITCH, POLES, PAVEMENT, VEGETATION, ETC. TO CONDITION PRIOR TO START OF CONSTRUCTION.
4. TRIP GENERATION BASED ON ITE LATEST EDITION FOR LAND USE CODE 565 – DAY CARE CENTER FOR BLD 100 WITH ESTIMATED 140 STUDENTS.
5. CURB FRONTING FIRE HYDRANT SHALL BE PAINTED OSHA YELLOW.
6. ANY PROPOSED ROADWAY LANE CLOSURE MUST BE SUBMITTED IN WRITING ACCOMPANIED BY A SPECIFIC MOT PLAN DETAILING THE SIGNAGE/DETOUR PLAN, DURATION OF THE ROAD CLOSURE, NOTIFICATION OF LOCAL EMERGENCY AND LAW ENFORCEMENT OFFICES, NOTIFICATION OF ORANGE COUNTY PUBLIC WORKS AND ALL AFFECTED LOCAL RESIDENTS MUST BE NOTIFIED OF THE ROAD IN ADVANCE PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY WITHIN THE ROADWAYS. ALL ROADWAY LANE CLOSURE MUST BE DONE IN STAGES WHEREIN ONLY SECTIONS OF ANY COUNTY ROAD WILL BE CLOSED AT A TIME. THIS IS TO KEEP EMERGENCY VEHICLES ROAD ACCESSIBILITY IMPACT TO A MINIMUM.
7. ALL STRIPING WITHIN COUNTY RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
8. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT POINT OF CONNECTION, TIE INTO EXISTING PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.
9. FACILITIES SHOWN ON THE DEVELOPMENT PLANS ARE FOR REFERENCE PURPOSES ONLY AND EACH SHALL REQUIRE A SEPARATE BUILDING PERMIT AS APPLICABLE. THIS INCLUDED AND IS NOT LIMITED TO: PROPOSED BUILDING, LIGHT POLES, FENCES, SIGNS, DUMPSTER ENCLOSURES, AND RETAINING WALL.
10. 8'x16' CONCRETE GENERATOR PAD WILL HAVE 12" TURN DOWN EDGES WITH 2-#5 BARS CONTINUOUS. #4 BARS AT 12" O.C. EACH WAY AT MIN. 3" FROM BOTTOM OF PAD.
11. REFER TO SHEET C0 – GENERAL NOTES FOR ADDITIONAL NOTES.

SITE LEGEND

- PROPERTY BOUNDARY LINE
- SOIL BOUNDARY LINE
- (5) PARKING SPACES
- PROPOSED BUILDING (BLD 100)

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY THE INDIVIDUAL NAMED ABOVE, USING A DATED DIGITAL SIGNATURE IN THE SPACE BELOW, PER F.A.C. RULE 61G15-23.004. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS

No.	DATE	DESCRIPTION	APP'D BY

YOU THRIVE FLORIDA - SITE IMPROVEMENTS
719 WALKER STREET
HOLLY HILL, FL 32117

OVERALL SITE PLAN

CLIENT:
SENATORE INC.
1317 SUMTER STREET
LEESBURG, FL 34748
352-787-1121

LAM
Civil Engineering, Inc.
1320 W PINE STREET
ORLANDO, FL 32805
PHONE: 407-254-0040
CELL: 407-234-8944
CERTIFICATE OF AUTHORIZATION No. 27340

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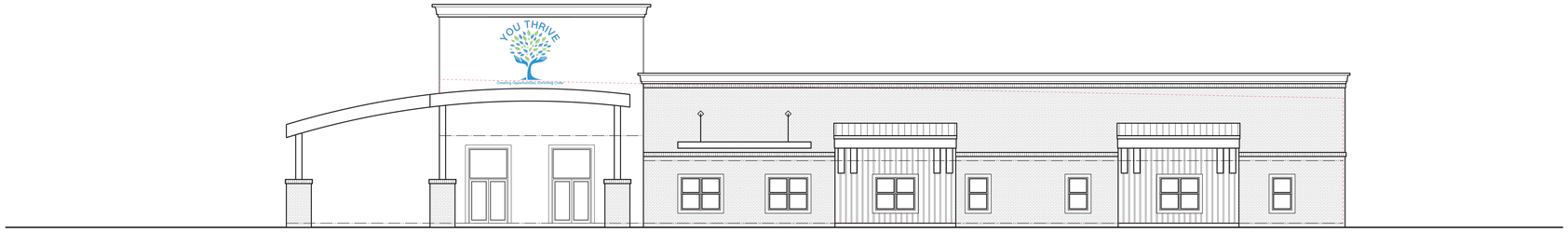
STATE OF FLORIDA LICENSED No.62550 STATE OF FLORIDA PROFESSIONAL ENGINEER

QUANG T. LAM, P.E.
STATE OF FLORIDA
LICENSE No. 62550

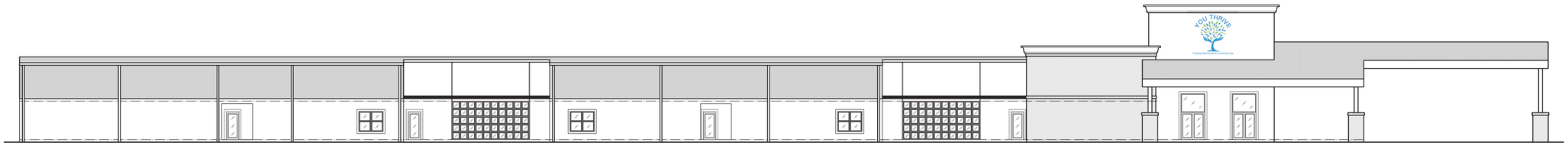
PROJECT No.	2024.999.25
DATE:	02-13-25
DRAWN BY:	LCE
APPROVED BY:	QTL
SHEET	C1

D:\LAM CIVIL ENG\PROJECTS\2024 PROJECTS\2024.999.25 719 WALKER ST\DRAWINGS\TF SHEET C2 SITE AND GEOMETRY PLAN.dwg Thursday, February 13, 2025

Attachment: Conceptual Site Plan (4897 : 719 Walker Street - Special Exception)



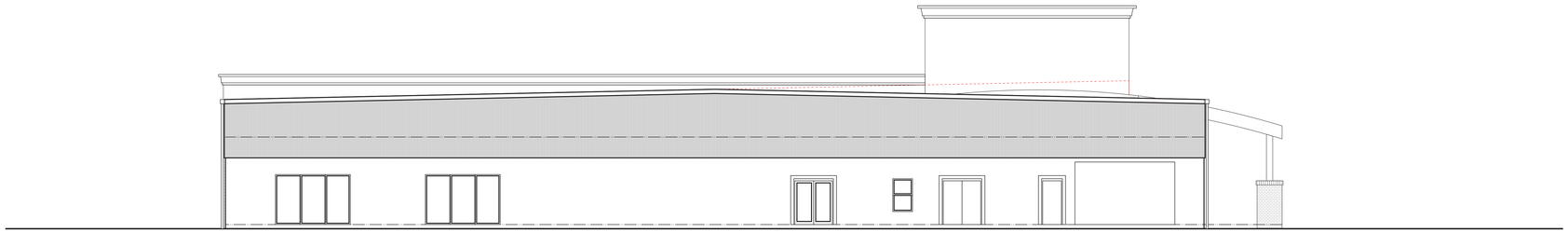
FRONT (NORTH) ELEVATION (A/4)
Scale: 1/8" = 1'-0"



LEFT (EAST) ELEVATION (B/4)
Scale: 3/32" = 1'-0"



RIGHT (WEST) ELEVATION (C/4)
Scale: 3/32" = 1'-0"



REAR (SOUTH) ELEVATION (D/4)
Scale: 1/8" = 1'-0"

1317 Sumter Street Leesburg, FL 34748
P: 352.787.1121 • F: 352.728.8202
AA0006808 • CB C060129

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION

2025.01

DATE	DESCRIPTION

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION
1317 Sumter Street Leesburg, FL 34748 • P: 352-787-1121 • F: 352-728-8202 • AA0006808 • CB C060129

Attachment: Elevation & Floor Plan (4897 : 719 Walker Street - Special Exception)
These Plans & Specifications and Copyright thereon are the property of James P. Senatore, Architect and must be returned on request. They are not to be used in whole or part for any work by any one without the written permission of James P. Senatore, Architect.

YOU THRIVE FLORIDA
719 WALKER STREET; HOLLY HILL, FLORIDA 32117

ELEVATIONS

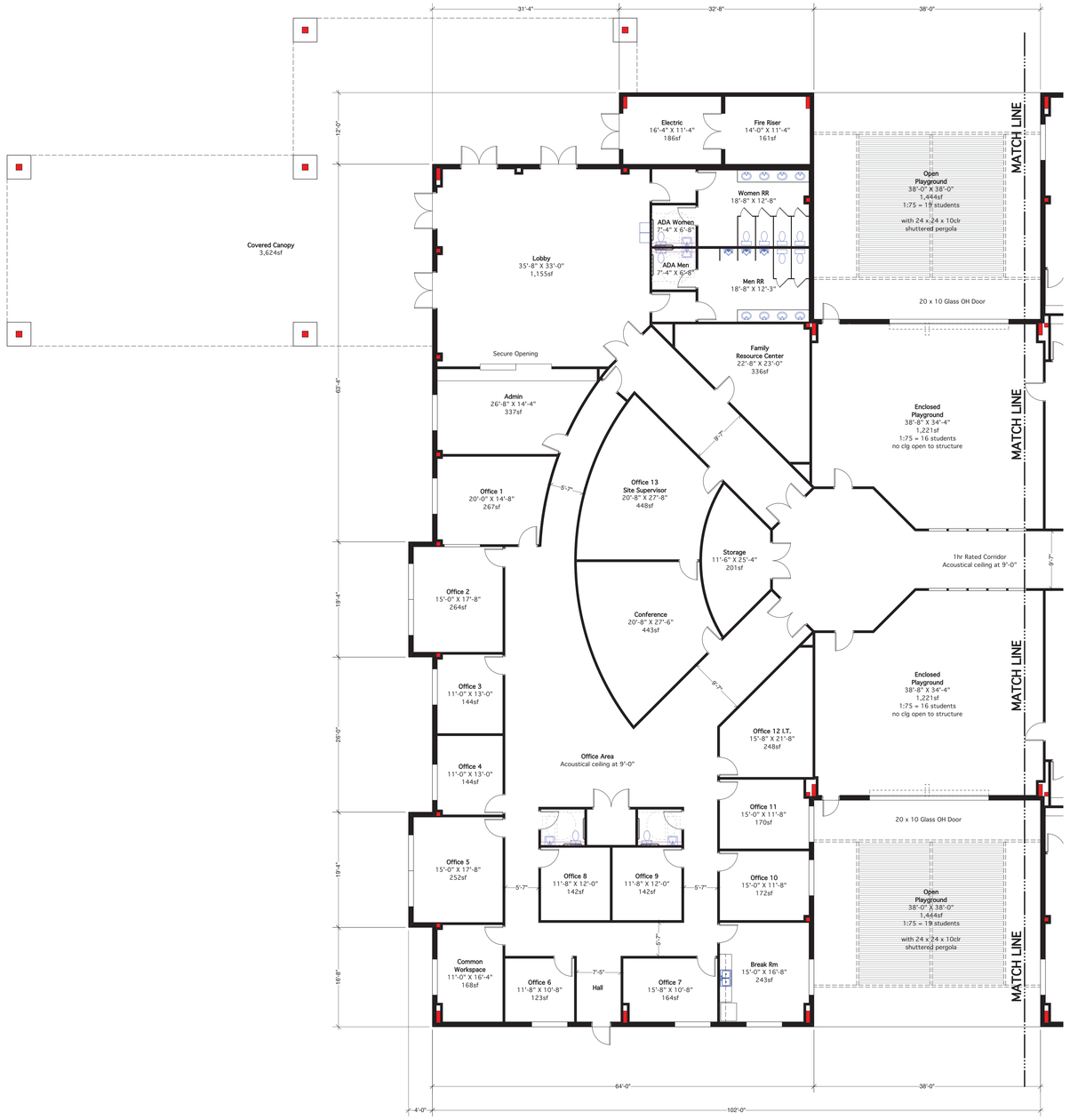
DRAWING NO.:	2025.01
DATE:	4.8.25
DESIGNED BY :	CAZ
DRAWING BY :	CAZ
CHECKED BY :	JPS

SHEET 4

James P. Senatore
Architect

Florida No. AR 00006808


YOU THRIVE



FLOOR PLAN A/2
Scale: 1/8" = 1'-0"

42,801 SF	HVAC ENCLOSED AREA
2,461 SF	MAINTENANCE
3,906 SF	CANOPY PORTICO
45,262 SF	TOTAL ENCLOSED
49,168 SF	TOTAL UNDER ROOF (TUR)

1317 Sumter Street Leesburg, FL 34748
P: 352.787.1121 • F: 352.728.8202
3400068839 • CB C061129

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, AR/ARCHITECT • SENATORE CONSTRUCTION, INC.

2025.01

	DESCRIPTION	DATE
A	Meeting 2.21.25	2.21.25
B	Teams Meeting 3.6.25	3.6.25

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, AR/ARCHITECT • SENATORE CONSTRUCTION, INC.
1317 Sumter Street Leesburg, FL 34748 • P: 352.787.1121 • F: 352.728.8202 • 3400068839 • CB C061129

The Ideas and Designs incorporated in these plans, as an instrument of service, are and shall remain the property of James P. Senatore, Architect. These plans shall not be used in whole or part without the written permission of James P. Senatore, Architect.

Attachment: Elevation & Floor Plan (4897 : 719 Walker Street - Special Exception)

YOU THRIVE FLORIDA
719 WALKER STREET; HOLLY HILL, FLORIDA 32117

CONCEPT PLAN 4.8.2025

DRAWING NO.:	2025.01
DATE:	4.8.25
DESIGNED BY :	CAZ
DRAWING BY :	CAZ
CHECKED BY :	JPS

SHEET 2

James P. Senatore
Architect
Florida No. AR 0006808



FLOOR PLAN (B/3)
Scale: 1/8" = 1'-0"

42,801 SF	HVAC ENCLOSED AREA
2,461 SF	MAINTENANCE
3,906 SF	CANOPY PORTICO
45,262 SF	TOTAL ENCLOSED
49,168 SF	TOTAL UNDER ROOF (TUR)

1317 Sumter Street Leesburg FL 34748
P: 352.728.8262 • F: 352.728.8262
2400008928 • CB C067128

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION

2025.01

	DESCRIPTION	DATE
A	Meeting 2.21.25	2.21.25
B	Teams Meeting 3.6.25	3.6.25

DESIGN / BUILD SPECIALISTS
SENATORE INC.
JAMES P. SENATORE, ARCHITECT • SENATORE CONSTRUCTION
1317 Sumter Street Leesburg, FL 34748 • P: 352.728.8262 • F: 352.728.8262 • 2400008928 • CB C067128

Attachment: Elevation & Floor Plan (4897 : 719 Walker Street - Special Exception)

YOU THRIVE FLORIDA
719 WALKER STREET, HOLLY HILL, FLORIDA 32117

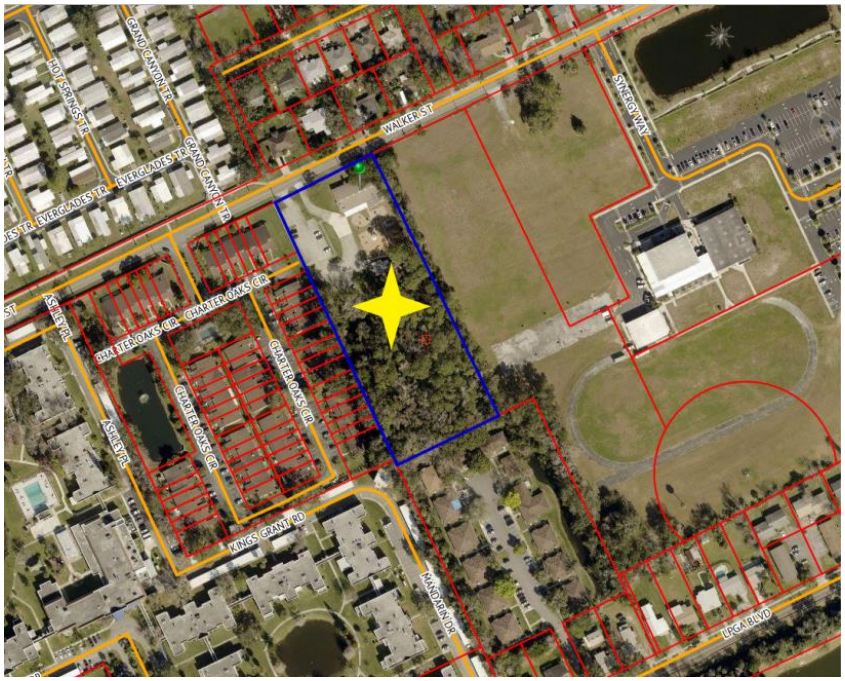
CONCEPT PLAN 4.8.2025

DRAWING NO.: 2025.01
DATE: 4.8.25
DESIGNED BY: CAZ
DRAWING BY: CAZ
CHECKED BY: JPS

SHEET 3

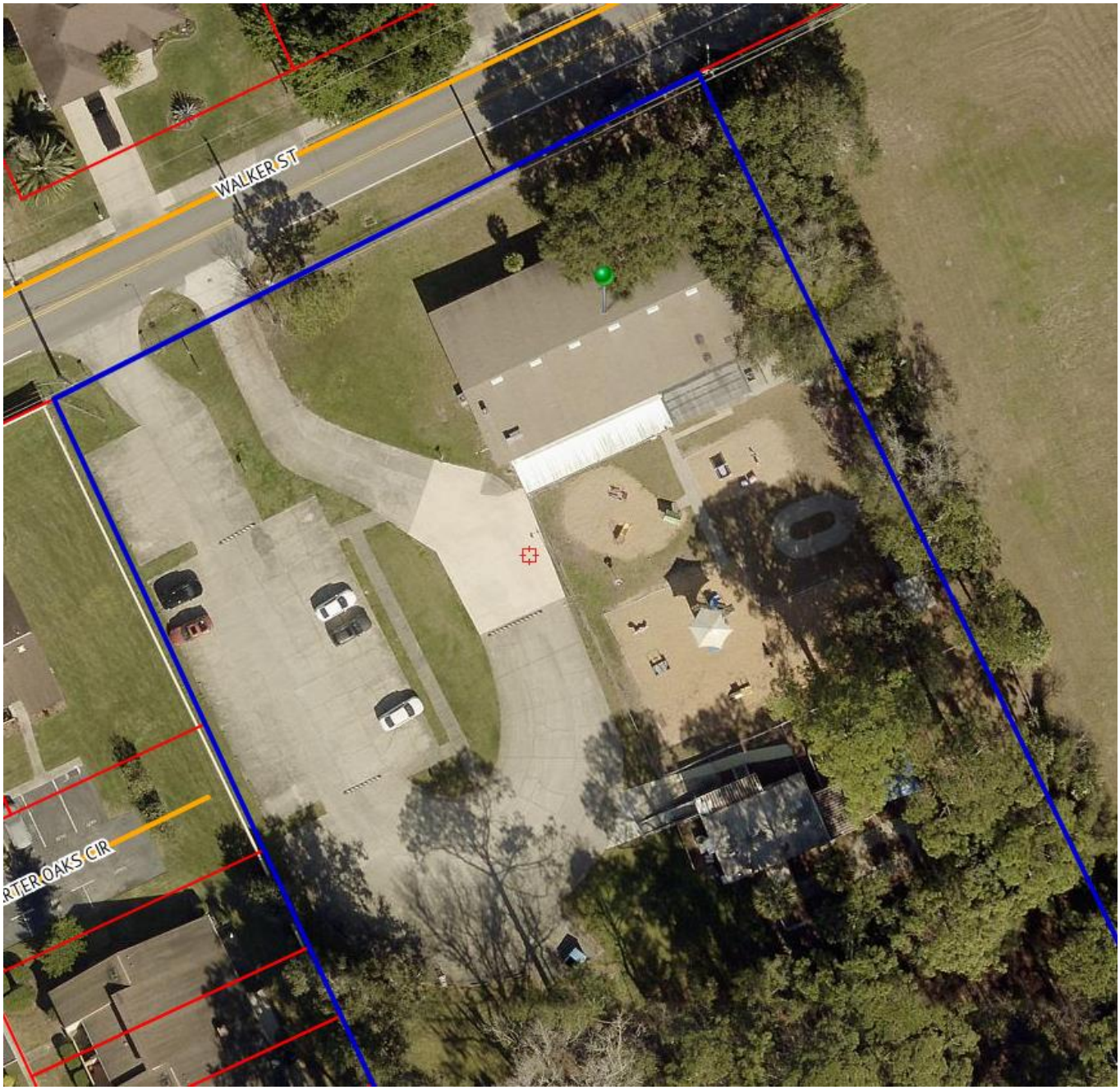
James P. Senatore
Architect
Florida No. AR 00006808

719 Walker Street - Aerials





Attachment: Maps & Pictures (4897 : 719 Walker Street - Special Exception)

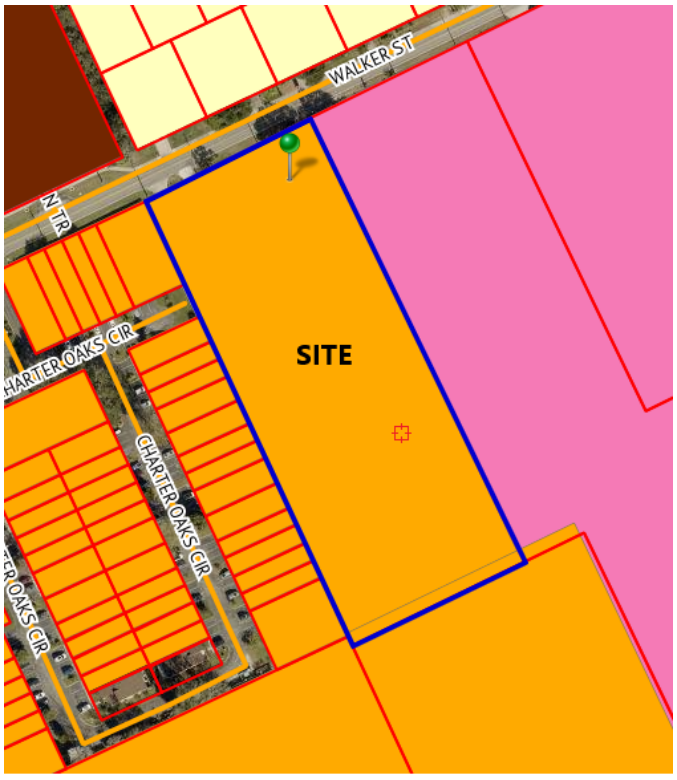


Attachment: Maps & Pictures (4897 : 719 Walker Street - Special Exception)

R-5 Zoning – Two-Family Residential District



Medium Density Residential Future Land Use



Attachment: Maps & Pictures (4897 : 719 Walker Street - Special Exception)

Street Views







Attachment: Maps & Pictures (4897 : 719 Walker Street - Special Exception)

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

AltKey: 3169875 **Parcel ID: 424204350040**
COUNTY OF VOLUSIA **719 WALKER ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3169875
Parcel ID:	424204350040
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 35 - 0040
Owner(s):	COUNTY OF VOLUSIA - C - County - 100%
Mailing Address On File:	123 W INDIANA AVE DELAND FL 32720
Physical Address:	719 WALKER ST, HOLLY HILL 32117
Property Use:	8600 - COUNTY
Tax District:	203-HOLLY HILL
2024 Final Millage Rate:	17.8471
Neighborhood:	2726
Subdivision Name:	
Homestead Property:	No

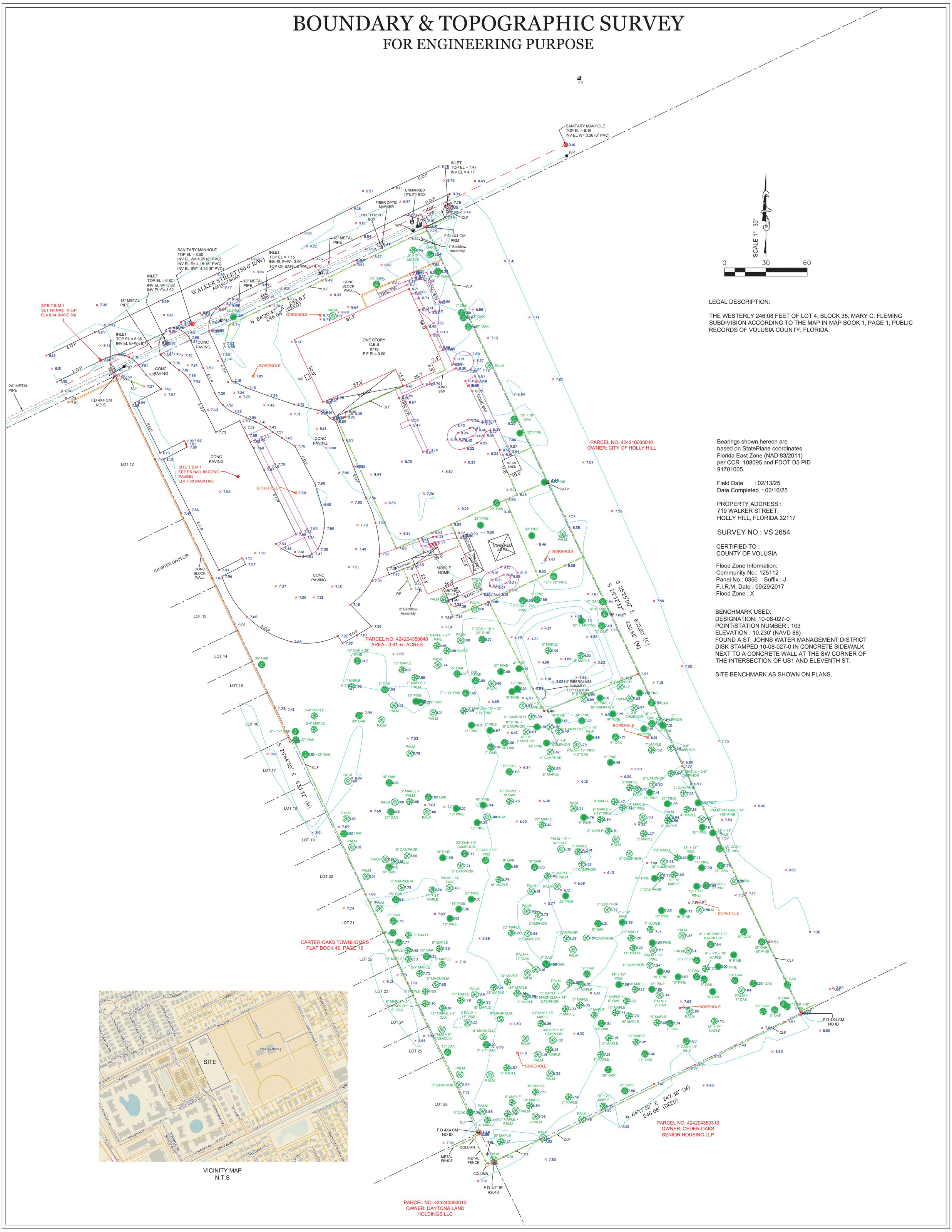
Attachment: Property Record Card (4897 : 719 Walker Street - Special Exception)

V & S SURVEYING, INC.

2412 Orsota Circle, Ocoee, Florida 34761. Tel: 407-342-1510 Fax: 407-656-8365 Email: vssurveying@aol.com

BOUNDARY & TOPOGRAPHIC SURVEY

FOR ENGINEERING PURPOSE



LEGAL DESCRIPTION:

THE WESTERLY 246.08 FEET OF LOT 4, BLOCK 35, MARY C. FLEMING SUBDIVISION ACCORDING TO THE MAP IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Bearings shown hereon are based on StatePlane coordinates Florida East Zone (NAD 83/2011) per CCR 108095 and FDOT D5 PID 91701005.

Field Date : 02/13/25
Date Completed : 02/16/25

PROPERTY ADDRESS :
719 WALKER STREET,
HOLLY HILL, FLORIDA 32117

SURVEY NO : VS 2654

CERTIFIED TO :
COUNTY OF VOLUSIA

Flood Zone Information:
Community No.: 125112
Panel No.: 0356 Suffix : J
F.I.R.M. Date : 09/29/2017
Flood Zone : X

BENCHMARK USED:
DESIGNATION: 10-08-027-0
POINT/STATION NUMBER : 103
ELEVATION : 10.230' (NAVD 88)
FOUND A ST. JOHNS WATER MANAGEMENT DISTRICT DISK STAMPED 10-08-027-0 IN CONCRETE SIDEWALK NEXT TO A CONCRETE WALL AT THE SW CORNER OF THE INTERSECTION OF US1 AND ELEVENTH ST.

SITE BENCHMARK AS SHOWN ON PLANS.

LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.I.R	Set Iron Rod #7772
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S/W	Sidewalk
B.M	Bench Mark	EL	Elevation	O.H.L	Overhead Lines	SW.E	Sidewalk Easement
B.S	Building Setback	F	Field	Pg	Page	X 98.50	Spot Elevation
CATV	Cable TV Riser	F.F	Finish Floor	P.C.P	Permanant Control Point	TEL	Telephone Riser
C	Calculated	FH	Fire Hydrant	P.R.M	Permanent Reference Marker	T.B.M	Temporary Bench Mark
C/L	Centerline	F.D	Found	P	Plat	T.O.B	Top of Bank
CLF	Chain Link Fence	◎	Found Iron Rod or Iron Pipe	P.O.C	Point of Commencement	TRANS	Transformer
C.B	Chord Bearing	▣	Found Nail and Disk	P.C	Point of Curvature	TYP	Typical
C LEN	Chord Length	IP	Iron Pipe	P.I	Point of Intersection	U.E	Utility Easement
C/O	Cleanout	IR	Iron Rod	P.R.C	Point of Reverse Curve	W/M	Water Meter
CONC	Concrete	L/P	Light Pole	P.T	Point of Tangency	WF	Wood Fence
C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.O.L	Point on Line		
C.M	Concrete Monument	MH	Manhole	P/P	Power Pole		
C&G	Curb and Gutter	M	Measured	PROP	Proposed		
Δ	Delta	N+D	Nail and Disc	RAD	Radial		
D.E	Drainage Easement	N.R	Non Radial	R	Radius		
D.F	Drainfield	NHWE	Normal High Water Elevation	R.P	Radius Point		
D/W	Driveway	N.T.S	Not to Scale	R/W	Right of Way		
E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank		

Surveyor's Notes

1.This survey is based on the legal description as provided by the Client.

2.This Surveyor has not abstracted the land shown hereon for easements rights of way or restrictions of records which may affect the title or use of the land.

3.No underground improvements or installations have been located unless noted. Only visible utilities located.

4.Elevations if shown hereon are based on NAVD 1988 unless otherwise stated.

5.Dimensions shown for the location of improvements hereon should not be used to reconstruct boundary lines.

6.Dimensions and bearings shown are plat and measured only unless otherwise noted.

7.Attention is directed to the fact that this plan may have altered in size by reproduction.This must be considered when obtaining scaled data.

8.Features shown by symbols as indicated in legend may not be to scale.

9.Wall ties are to face of wall.

10.Only visible utilities and encroachment located.

11. This survey is valid for 90 days from the completed date or revised date shown.

12.Septic Tanks and drainfield location are approximate and should be verifyed by the appropriate utility company.

13.The accuracy of this survey is according to the Standards of Practice by the Board of Professional Land Surveyors and Mappers in Rule 5J-17 Florida Administrative Code.

This item has been electronically signed and sealed by Harry H. Sobhraj PSM on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signatures must be verified on any electronic copies.

This survey is not valid without the signature and the original raised embossed seal of a Florida licensed Surveyor and Mapper.

I certify that this survey was made under my direction and that it meets the Standards of Practice set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472-027, Florida Statutes.

LB 7772

HARRY H. SOBHRAJ LICENSE NUMBER 5342 STATE OF FLORIDA Professional Surveyor and Mapper

Harry H. Sobhraj — Professional Surveyor and Mapper No. 5342

Attachment: Survey (4897 : 719 Walker Street - Special Exception)

Volusia County
FLORIDA

County Manager

January 8th, 2025

You Thrive Florida Early Learning Programs
820 Kennedy Blvd.
Brooksville, FL. 34601

Re: Letter of Intent for the Rebuilding of the Head Start and Early Head Start Facility at 719 Walker Street, Holly Hill, FL. 32117

We are pleased to formally express Volusia County's commitment to support and facilitate the rebuilding of the Head Start and Early Head Start facility at 719 Walker Street, Holly Hill, FL 32117. This letter of intent outlines our support for the complete demolition and reconstruction of a new, resilient facility designed to mitigate flood risks and sustain future disasters.

Lease Agreement:
Volusia County will sign a lease rider for a period of 30 years, allowing You Thrive Florida Early Learning Programs to rebuild and operate the new facility at the current Walker Street site. This agreement ensures the site's continued use for Head Start and Early Head Start programs, providing essential services to children and families in our community.

Project Support:

1. **Location:** The facility will be reconstructed at 719 Walker Street, Holly Hill, FL 32117.
2. **Lease Terms:** A 30-year lease rider will be executed, ensuring long-term use and operation by You Thrive Florida Early Learning Programs.
3. **Funding:** The project will be fully funded through the Office of Head Start, with the building designated as a federal interest property throughout the lease period.
4. **County Support:** Volusia County fully supports the demolition of the existing structure and the construction of a new, resilient facility within the community.

Project Management:

You Thrive Florida Early Learning Programs will oversee the entire project, ensuring effective coordination and management. A dedicated project manager from You Thrive Florida Early Learning Programs will work closely with the necessary engineers, architects, contractors, and vendors to ensure the project's successful completion. Additionally, You Thrive Florida will obtain any necessary permits and work collaboratively with Volusia County throughout the process to ensure compliance and smooth progress.

Attachment: Volusia Cty Letter of Support (4897 : 719 Walker Street - Special Exception)

This new facility will address the immediate need for a safe and functional space, ensuring long-term safety and service continuity for our community. By rebuilding with resilience in mind, we will create a sustainable environment capable of withstanding future challenges.
Volusia County is committed to working collaboratively with You Thrive Florida Early Learning Programs and all stakeholders to ensure the successful completion of this critical project. We believe that this new facility will serve as a cornerstone of our community, fostering development and providing a secure environment for future generations.

Thank you for your partnership and dedication to serving our community.

Sincerely,

George Recktenwald
County Manager
County of Volusia

Volusia County
FLORIDA

Attachment: Volusia Cty Letter of Support (4897 : 719 Walker Street - Special Exception)

Sec. 82-346. - Reasons for denial.

The city commission may deny any application for a special exception for one or more of the following reasons:

(1) It is inconsistent with the purpose or intent of this subpart.
(2) It is inconsistent with any element of the comprehensive plan.
(3) It will adversely affect the public interest.
(4) It does not meet the expressed requirements of the applicable special exception.
(5) The applicant will not be able to meet all requirements imposed by federal, state or local governments, or by the city commission.
(6) It will generate undue traffic congestion.
(7) It will create a hazard or a public nuisance, or be dangerous to individuals or to the public.
(8) It will materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings.
(9) It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution.

Attachment: Reasons for Denial (4897 : 719 Walker Street - Special Exception)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**June 24, 2025**
FROM:	**Brian Walker**
SUBJECT:	**510 LPGA - Special Exception**
NUMBER:	**(ID # 4896)**
APPLICANT:	**Dan Wilson**
PLANNER:	**Brian Walker**

INTRODUCTION:

The applicant is seeking special exception approval to allow outdoor sales of motor vehicles on a parcel in the CC-1 (Commercial Corridor) zoning district. The subject property is located on the north side of LPGA Boulevard between Graham Avenue and Jarecki Avenue, and is more specifically known as 510 LPGA Boulevard. (Dan Wilson, Applicant) (Brian Walker, Community Development Director)

BACKGROUND:

The subject property is approximately 1/2 acre in size and is currently vacant.
The applicant desires to build a jeep dealership with outdoor sales and has provided additional information regarding their business and this request, in the attached page titled, "**Applicant's Narrative.**"

The property is within the redevelopment overlay and outdoor sales of motor vehicles is permitted only by special exception subject to the provisions of **Section 114-705** of the Land Development Regulations of Holly Hill.

DISCUSSION:

In order to approve outdoor sales of motor vehicles at the subject location, the City Commission must find that the site and conditions meet or will meet the requirements of Section 114-705 which states:

Automobile, recreational vehicle and boat sales with outdoor sales and display in the redevelopment district overlay [shall be allowed] provided the following conditions are met:

• A ten-foot landscaped buffer is provided along front and side property lines including one shade tree per 25 linear feet of buffer; one understory tree per 30 linear feet of buffer; and 30 shrubs per

100 linear feet of buffer. A cluster of three palm trees shall equal one shade tree.

• Ground signs shall be monument signs meeting the size requirements of the land development regulations with a minimum ten-foot by ten[-foot] landscaped area.

• Maximum lot coverage shall not exceed 80 percent of the total lot area.

• Building signage shall meet the requirements of section 110-8.

• Building colors shall be consistent with the color palette consistent with the architectural styles specified in section 114-639 in the redevelopment overlay district.

Sec. 82-346. - Reasons for denial.
The city commission may deny any application for a special exception for one or more of the following reasons:

(1) It is inconsistent with the purpose or intent of this subpart.
(2) It is inconsistent with any element of the comprehensive plan.
(3) It will adversely affect the public interest.
(4) It does not meet the expressed requirements of the applicable special exception.
(5) The applicant will not be able to meet all requirements imposed by federal, state or local governments, or by the city commission.
(6) It will generate undue traffic congestion.
(7) It will create a hazard or a public nuisance, or be dangerous to individuals or to the public.
(8) It will materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings.
(9) It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution.

Staff has reviewed the requirements of Section 114-705 and the reasons for denial stated in Section 82-346. Although the property is not developed, it will be developed in conformity with the requirements of the land development code and special exception conditions. It is staff's opinion that the development will not trigger any of the stated reasons for denial. Therefore, based on the information provided, staff does not object to the application for a special exception.

RECOMMENDATION:

Staff recommends approval of the requested special exception to allow outdoor sales of motor vehicles on a parcel in the CC-1 zoning district within the redevelopment overlay, located on the north side of LPGA Boulevard between Graham Avenue and Jarecki Avenue and more

specifically known as 510 LPGA Boulevard.

- Applicant's Narrative (PDF)
- Application (PDF)
- Maps (PDF)
- Property Record Card (PDF)
- Survey (PDF)

Danny Lee Wilson
Dan's Jeeps and Auto Sales
1050 North Beach Street
Holly Hill Fla. 32117
386-527-2708 dansjeepsales.net
Sales@dansjeepsales.net
dan@wilsons4x4.com

I would like to open a used car lot for Jeeps to sell and display for sell.

I would like to install accessories on the Jeeps. Like steps, Bumpers, Lights, misc.

I would like to have a building with 3000 square feet. To include a small office and Bathroom.

The Building would also be a place where I can park my Jeeps in After Hours or when needed.

Hours of operation Mon-Friday 10 am to 5 pm Saturday By Appointment only.

There will be no Employees, I will be the owner and the only Employee.

For Clients or Customers from 2-4 People.

I would like to fence in the Back and Down each side to the Building with A Gate on each side.

Under the Special Exception I feel that A used car lot that Looks Professional and Is Built to Look as the City Requires.

Attachment: Applicant's Narrative (4896 : 510 LPGA - Special Exception)

USE-2025-000143

SE#_____

RECEIVED
MAR 26 2025

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED

PROPERTY

PARCEL ID #:	4242804 0010		
ADDRESS:	510 LPGA Blvd Holly Hill FL. 32117		
TOTAL ACREAGE:	.50	CURRENT USE OF PROPERTY:	Vacant
WATER PROVIDER:	Holly Hill	SEWER PROVIDER:	Holly Hill
ZONING:	CC1 - Corridor	FUTURE LAND USE:	USED CAR Lot
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT?	☑ YES ☐ NO		

OWNER

NAME:	Danny Lee Wilson	COMPANY:	Dans Jeeps and Auto Sales
ADDRESS:	1050 North Beach Street		
CITY:	Holly Hill	STATE: FL	ZIP: 32117
PHONE:	386-527-2708	EMAIL:	dan@wilsons4x4.com

APPLICANT/CONSULTANT

NAME:		COMPANY:	
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE:		EMAIL:	

REVISED 2018

Attachment: Application (4896 : 510 LPGA - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

ATTACHMENT CHECKLIST

- ☐ APPLICATION
- ☐ APPLICATION FEE - $500.00
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- ☐ STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- ☐ A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.



SIGNATURE OF OWNER/AUTHORIZED AGENT

3/26/2025
DATE

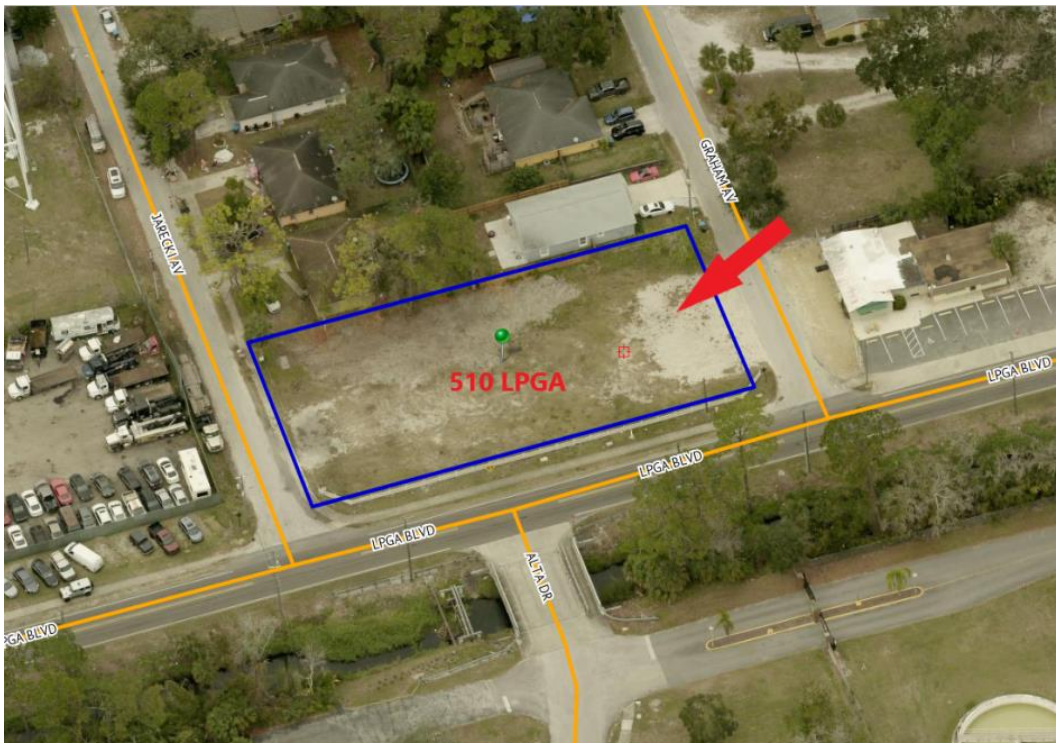
REVISED 2018

Attachment: Application (4896 : 510 LPGA - Special Exception)

510 LPGA Blvd

LOCATION





Attachment: Maps (4896 : 510 LPGA - Special Exception)

The property looking east



CC – 1 (Commercial Corridor Zoning)



Wholesale Commercial Industrial Future Land Use



Attachment: Maps (4896 : 510 LPGA - Special Exception)

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

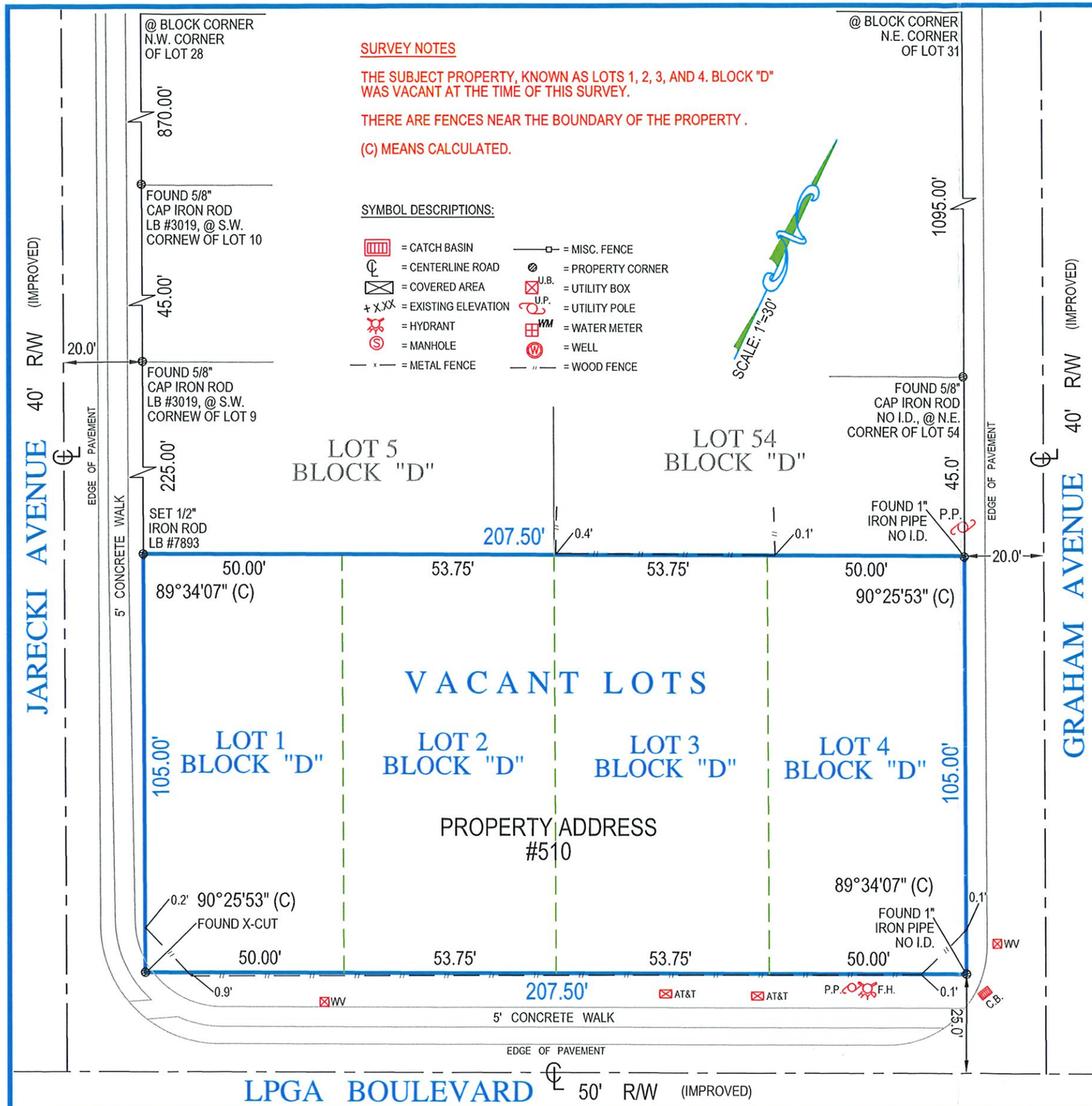
AltKey: 3193890 **Parcel ID: 424228040010**
WILSON DANNY L **510 LPGA BLVD, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3193890
Parcel ID:	424228040010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	28 - 04 - 0010
Owner(s):	WILSON DANNY L - FS - Fee Simple - 100%
Mailing Address On File:	629 CHEROKEE LN DAYTONA BEACH FL 32117 3134
Physical Address:	510 LPGA BLVD, HOLLY HILL 32117
Property Use:	4000 - VACANT INDUS
Tax District:	203-HOLLY HILL
2024 Final Millage Rate:	17.8471
Neighborhood:	7257
Subdivision Name:	
Homestead Property:	No

Attachment: Property Record Card (4896 : 510 LPGA - Special Exception)

BOUNDARY SURVEY



SURVEY NOTES

THE SUBJECT PROPERTY, KNOWN AS LOTS 1, 2, 3, AND 4. BLOCK "D" WAS VACANT AT THE TIME OF THIS SURVEY.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY .

(C) MEANS CALCULATED.

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
= EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
= UTILITY BOX
= UTILITY POLE
= WATER METER
= WELL
= WOOD FENCE

SCALE: 1"=30'

LEGAL DESCRIPTION:
LOTS 1, 2, 3 AND 4, BLOCK D, POWERS ALLOTMENT OF THE FITCH GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE(S) 142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CERTIFIED TO: DANNY WILSON; REALTY PRO TITLE ; WESTCOR LAND TITLE INSURANCE COMPANY

COMMUNITY NUMBER: 125112
PANEL: 0356 SUFFIX: J
F.I.R.M. DATE:
FLOOD ZONE: X

FIELD WORK: 9/23/2024

PROPERTY ADDRESS: 510 LPGA BOULEVARD, HOLLY HILL, FL 32117

SURVEY NUMBER: 655762
CLIENT FILE NUMBER: 241468

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT
A/C	AIR CONDITIONER
B.M.	BENCH MARK
B.R.	BEARING REFERENCE
(C)	CALCULATED
Δ	CENTRAL / DELTA ANGLE
CH	CHORD
(D)	DEED / DESCRIPTION
D.E.	DRAINAGE EASEMENT
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
F.C.M.	FOUND CONCRETE MONUMENT
F.F. EL.	FINISH FLOOR ELEVATION
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.P.K.	FOUND PARKER-KALON NAIL
(L)	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED / FIELD VERIFIED
M.H.	MANHOLE
N&D	NAIL & DISK
N.R.	NOT RADIAL
N.T.S.	NOT TO SCALE
O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET
SURVEYING, LLC

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS:

Attachment: Survey (4896 : 510 LPGA - Special Exception)