

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • JULY 22, 2025

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Penny Currie
- c. Pledge of Allegiance

2. BUDGET AGENDA ITEM - PUBLIC HEARING

1. Resolution -2025-R-52 A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2025; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Michele Moore, Finance)

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 - July 8, 2025 Budget Workshop and July 8, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

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

1. Resolution -2025-R-53 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Agreements with Volusia County for the Acceptance of Properties Acquired through the Housing and Urban Development (HUD) Community Disaster Block Grant-Disaster Recovery (CBDG-DR) Funded Single Family Homeowner Repair and Replacement Program and Homeowner Recovery Program Buyout Pathway; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

2. Resolution -2025-R-54 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices, as Well As, the Maintenance of Street and Drainage Assistance as Requested for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

3. Resolution –2025-R-55 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the First Renewal of the Professional Service Agreement Contracts with Previously Approved Engineering Firms Selected through the Consultants Competitive Negotiations Act and Authorizing the City Manager to Execute Continuing Contracts with Each Selected Firm; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

6. REGULAR AGENDA

1. Request for Lien Reduction - 802 Grove Avenue

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

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.

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.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

2.1

MEETING DATE: July 22, 2025
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopting a
Maximum Proposed Millage Rate for the Fiscal Year
Beginning October 1, 2025; Providing for a Public Hearing on
Millage Rate; Providing for Conflicting Resolutions; and
Providing an Effective Date.
NUMBER: 2025-R-52
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative millage rate for the upcoming fiscal year, 2025-2026. The adopted rate is the **maximum** millage rate that can ultimately be included in the 2025-2026 Budget. The City Commission may, at a later budget hearing, reduce the rate if it so desires, but cannot raise it above the adopted tentative rate set at this meeting on July 22, 2025.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. The recommended date is **Monday, September 8, 2025** and **Tuesday, September 23, 2025**.

Subsequent to the adoption of the maximum allowable millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, are prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, on September 8th. The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, September 23rd. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and proposed millage rate. At this meeting the Commission will adopt the final budget and millage rate.

The current operating millage rate is 5.8 mills per \$1,000 of assessed taxable value; the current taxable value is \$1,041,771,537. With the proposed rate preliminary ad valorem taxes for fiscal year 2026 would be \$5,740,161 at 95%.

The current year rolled-back millage rate is 5.4981 mills per \$1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2026 would be \$5,441,376 at 95%. The maximum millage is 5.49 % above the rolled-back millage rate.

In addition, the City must establish public hearings dates within 35 days of the final tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2026.

FISCAL

ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

N/A

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 #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE THE RESOLUTION, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR 2025-2026 AND SET THE PUBLIC HEARING DATES OF SEPTEMBER 8, 2025 AND SEPTEMBER 23, 2025.

ATTACHMENTS:

- DR420_2025_884 (PDF)
- DR420MMP_2025_884 (PDF)
- DR420TIF_2025_884 (PDF)

Resolution No. 2025-52

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, ADOPTING A PROPOSED MILLAGE RATE
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025;
PROVIDING FOR A PUBLIC HEARING ON MILLAGE
RATE; PROVIDING FOR CONFLICTING RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2025; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2025 is 5.8 (5.8 Per \$1,000.00). The FY2025 operating millage rate is 5.8 Mills, which is greater than the rolled-back rate of 5.4981 mills by 5.49%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 8, 2025, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

SECTION 3. That all Resolutions made in conflict with this Resolution are

hereby repealed.

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

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



CERTIFICATION OF TAXABLE VALUE

2.1.a

DR-420
R. 5/17

Rule 12D-16.
Florida Administrative Code
Effective 11

Year : 2025	County : Volusia
Principal Authority : City of Holly Hill	Taxing Authority : City of Holly Hill - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	948,500,674	(1)
2.	Current year taxable value of personal property for operating purposes	\$	89,900,893	(1)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	3,369,970	(1)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,041,771,537	(1)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	9,043,377	(1)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,032,728,160	(1)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	997,542,810	(1)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(1)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(1)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/24/2025 10:06:50 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		5.8000 per \$1,000	(1)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	5,785,748	(1)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	1,651,380	(1)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	4,134,368	(1)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	280,760,728	(1)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	751,967,432	(1)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		5.4981 per \$1000	(1)
17.	Current year proposed operating millage rate		5.8000 per \$1000	(1)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	6,042,275	(1)

Attachment: DR420_2025_884 (2025-R-52 : Maximum Proposed Millage Rate for Fiscal Year 2025-2026)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(1)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(2)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 4,134,368	(2)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			5.4981 per \$1,000	(2)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 5,727,764	(2)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 6,042,275	(2)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			5.8000 per \$1,000	(2)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			5.49 %	(2)
First public budget hearing		Date :	Time :	Place :	
		9/8/2025	6:00 PM EST	1065 Ridgewood Avenue Holly Hill 32117	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

Attachment: DR420_2025_884 (2025-R-52 : Maximum Proposed Millage Rate for Fiscal Year 2025-2026)

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 day of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403(3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

2.1.b

DR-420MM-P
R. 5/17

Rule 12D-16.
Florida Administrative Code
Effective 11

Year : 2025		County : Volusia	
Principal Authority : City of Holly Hill		Taxing Authority : City of Holly Hill - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.4981 per \$1,000	(1)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	39.6773 per \$1,000	(1)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.8000 per \$1,000	(1)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 997,542,810	(1)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 39,579,805	(1)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 1,651,380	(1)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 37,928,425	(1)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 751,967,432	(1)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	50.4389 per \$1,000	(1)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	50.4389 per \$1,000	(1)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0451	(1)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	52.7137 per \$1,000	(1)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	57.9851 per \$1,000	(1)
15.	Current year adopted millage rate	5.8000 per \$1,000	(1)
16.	Minimum vote required to levy adopted millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	52.7137 per \$1,000	(1)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,041,771,537	(1)

Continued on page 2

Packet Pg. 11

Attachment: DR420MMP_2025_884 (2025-R-52 : Maximum Proposed Millage Rate for Fiscal Year 2025-2026)

Taxing Authority : City of Holly Hill - Operating		2.1.b	
		R. 5/12/ Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 6,042,275	(1)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 54,915,632	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 6,042,275	(2)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P).</i>	\$ 0	(2)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 54,915,632	(2)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(2)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Attachment: DR420MMP_2025_884 (2025-R-52 : Maximum Proposed Millage Rate for Fiscal Year 2025-2026)

Complete and submit this form to the Department of Revenue with the completed
 DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

2.1.b

DR-420MM-P
R.5/12
Page

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2023 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at
<http://floridarevenue.com/property/Pages/Forms.aspx>

Attachment: DR420MMP_2025_884 (2025-R-52 : Maximum Proposed Millage Rate for Fiscal Year 2025-2026)



TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2025	County : Volusia
Principal Authority : City of Holly Hill	Taxing Authority : City of Holly Hill - Operating
Community Redevelopment Area : City of Holly Hill CRA	Base Year : 1995

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	383,879,827	(
2.	Base year taxable value in the tax increment area	\$	88,342,219	(
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	295,537,608	(
4.	Prior year Final taxable value in the tax increment area	\$	388,048,240	(
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	299,706,021	(

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/24/2025 10:06:50 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	280,760,728	(6
6c.	Amount of payment to redevelopment trust fund in prior year	\$	1,651,380	(6
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



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

**City Commission
Agenda Item**

4.1

MEETING DATE: July 22, 2025
FROM: Valerie Manning
SUBJECT: Minutes - July 8, 2025 Budget Workshop and July 8, 2025 Regular
City Commission Meeting
NUMBER: (ID # 4942)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 8, 2025 budget workshop and the July 8, 2025 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 8, 2025 - Budget Workshop (PDF)
- Minutes - July 8, 2025 -Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 8, 2025

City Commission Chamber

Budget Workshop

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. 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	

3. ENTERPRISE FUNDS DISCUSSION

1.

Enterprise Funds Proposed Budget FY25/26

(Requested by Valerie Manning, City Clerk)

Michele Moore, Finance Director shared a PowerPoint presentation pertaining to the FY2026 Budget for Water/Sewer, Stormwater, and Solid Waste Funds. Below are the slides that were presented and discussed. ***(A copy of this workshop in its entirety is available upon request in the City Clerk's Office on CD or available online on the city's YouTube Channel).***

Revenue Notes:

- Rate change of 2% Water and 4% Sewer. This is the 2nd year of the 5 year plan as recommended by the Raftelis rate study
- No rate change proposed on Water & Sewer repair & replacement (R&R) fees. Rates are \$3 per month for water and \$3 per month for sewer
- No rate change proposed from the current annual rate of \$96 Stormwater assessment

Net Position as of September 30, 2024 - graph displayed within PowerPoint

Water / Sewer Operating Fund - Revenue and Expense Fund 400 - graph displayed within PowerPoint

Water / Sewer Operating Fund Revenue and Expenditures FY2025 Proposed Summary

Attachment: Minutes - July 8, 2025 - Budget Workshop (4942 : Minutes)

Water/Sewer Fund 400			
FY 2025 ORIGINAL BUDGET		FY 2026 REQUEST	
Revenue			
Water Revenue	\$3,986,747	Water Revenue	\$3,984,000
Sewer Revenue	\$4,246,956	Sewer Revenue	\$4,414,100
Internal charges	\$141,912	Internal charges	\$169,582
Lease	\$0	Lease	\$0
Interest	\$76,320	Interest	\$63,000
Penalties & Misc	\$271,612	Penalties & Misc	\$311,612
Transfers	\$30,414	Transfers	\$5,069
Total	\$8,753,961	Total	\$8,947,363
Expenditures			
Water & Sewer Admin	\$405,433	Water & Sewer Admin	\$468,532
Water Division	\$2,710,378	Water Division	\$2,684,413
Sewer Division	\$3,307,073	Sewer Division	\$3,257,128
Debt Service	\$878,722	Debt Service	\$827,991
Transfers	\$1,452,355	Transfers	\$0
Capital Outlay	\$0	Transfer - Capital Proj	\$1,689,299
Reserve	\$0	Contingency	\$0
Total	\$8,753,961	Total	\$8,947,363

FY2025 Proposed Water and Sewer R&R Fund 407 Budget

Renewal & Replacement Fund 407			
FY 2025 Original Budget		FY 2026 Proposed Budget	
R&R Revenue	\$580,000	R&R Revenue	\$580,000
Grants & Investments	\$54,648	Investments	\$37,201
Transfers	\$1,452,355	Transfers	\$1,689,299
Prior Year Carryforward	\$1,900,997	Prior Year Carryforward	\$201,500
Total Revenue	\$3,988,000	Total Revenue	\$2,508,000
Expenditures		Expenditures	
Infrastructure	\$3,988,000	Infrastructure/Equipment	\$2,508,000
Total Expenditures	\$3,988,000	Total Expenditures	\$2,508,000

Water and Sewer R&R Fund 407 Projects

16" Softener Valve Replacement	\$ 16,000.00
500 Gallon Fuel Tank	\$ 7,000.00
BTU Grit Removal	\$ 160,000.00
Equalization Pumps	\$ 30,000.00
Fire Hydrant Replacement	\$ 40,000.00
Force Main Trunking	\$ 600,000.00
Galvanized Pipe Replacement	\$ 600,000.00
Lift Station #21 Refurbishment	\$ 50,000.00
Lift Station Pump Replacements	\$ 80,000.00
Pipe Maintenance Trailer (50% of cost is Wastewater)	\$ 39,000.00
PW Storage Building Rehab (Water, Wastewater, Stormwater split)	\$ 60,000.00
Replacement Blower	\$ 85,000.00
Resurface/Seal Manholes	\$ 150,000.00
SB 64 Compliance - Parks Reclaim	\$ 470,000.00
Sewer Lining	\$ 50,000.00
Slaker Rehabilitation	\$ 15,000.00
Well Check Valves (7)	\$ 38,000.00
Well Cleaning and Painting	\$ 18,000.00
FUND 407 TOTAL	\$ 2,508,000.00

Stormwater Fund 460 - graph displayed within PowerPoint

Stormwater Fund 460

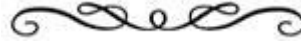
FY 2025 Original Budget		FY 2026 Proposed Budget	
Non Ad Valorem Stormwater	\$1,147,770	Non Ad Valorem Stormwater	\$1,121,855
Investments	\$16,500	Investments	\$61,500
Transfers	\$0	Transfers	\$363,000
Prior Year Carryforward	\$0	Prior Year Carryforward	\$477,103
Total Revenue	\$1,164,270	Total Revenue	\$2,023,458
Expenditures		Expenditures	
Salary & Benefits	\$237,452	Salary & Benefits	\$252,021
Operating	\$519,314	Operating	\$557,073
Debt Service	\$30,414	Debt Service	\$5,069
Transfer - Capital Proj	\$350,000	Transfer - Capital Proj	\$1,209,295
Contingency	\$27,090	Contingency	\$0
Total Expenditures	\$1,164,270	Total Expenditures	\$2,023,458

Stormwater	Capital	Projects
CDBG-DR Lining of Stormwater Pipes (75% year 1)	-	\$1,020,295
Pipe Maintenance Trailer (50% of cost is Wastewater)	-	\$39,000
PW Storage Building Rehabilitation	-	\$30,000
Ford F-750 Truck (Non CDL)	-	\$120,000
Total: \$1,209,295		

Solid Waste Fund 495 - graph displayed within PowerPoint

Solid	Waste	Fund	495
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FY 2025 Original Budget		FY 2026 Proposed Budget	
Refuse	\$3,478,200	Refuse	\$3,426,481
Investments	\$31,500	Investments	\$30,600
Carryforward	\$0	Carryforward	\$0
Total Revenue	\$3,509,700	Total Revenue	\$3,457,081
Expenditures		Expenditures	
WastePro	\$2,648,698	WastePro	\$2,741,185
Other Operating	\$398,593	Other Operating	\$429,461
Mobility Fee	\$200,000	Mobility Fee	\$200,000
Contingency	\$262,409	Contingency	\$86,435
Total Expenditures	\$3,509,700	Total Expenditures	\$3,457,081



4. ADJOURNMENT

The workshop adjourned at approximately 5:40 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 8, 2025

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

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

John Loesche, Holly Hill; Steve Smith, Holly Hill; Elijah Miller, Holly Hill; Jim Legary, Holly Hill; Phil Wahby, Holly Hill; Danielle Latona, Holly Hill.

3. APPROVAL OF MINUTES

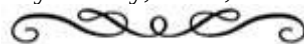
1.

Minutes - June 24, 2025 Workshop Discussion on Water Tower with Mead & Hunt and June 24, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 8th day of July, 2025, in Holly Hill



Attachment: Minutes - July 8, 2025 -Regular City Commission meeting (4942 : Minutes)

4. CONSENT AGENDA - ITEMS (2)

Mayor Penny asked if there was any member 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. There was no one.

1. -2025-R-49 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase to the Agreement with the Alternative Asphalt for Paving and Repairs from an Annual Amount Not to Exceed \$75,000 to an Annual Amount Not to Exceed \$100,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

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

RESOLUTION**2025-R-49**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE TO THE AGREEMENT WITH THE ALTERNATIVE ASPHALT FOR PAVING AND REPAIRS FROM AN ANNUAL AMOUNT NOT TO EXCEED \$75,000 TO AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE TO THE AGREEMENT WITH THE ALTERNATIVE ASPHALT FOR PAVING AND REPAIRS FROM AN ANNUAL AMOUNT NOT TO EXCEED \$75,000 TO AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission had approved an agreement with The Alternative Asphalt for paving and repairs in an amount not to exceed \$75,000 through Resolution 2025-R-5 on January 14, 2025; and

WHEREAS, the capital project of repaving the City Hall parking lot was included in this not to exceed amount; and

WHEREAS, the City has currently expended \$69,250 for asphalt repairs and additional funds will be needed for asphalt repairs through the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the increase to the agreement with the Alternative Asphalt for paving and repairs from an annual amount not to exceed \$75,000 to an annual amount not to exceed \$100,000.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of JULY, 2025.

Enacted and approved this 8th day of July, 2025, in Holly Hill



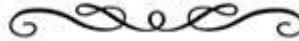
2. -DOC-2025-5

Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 8th day of July, 2025, in Holly Hill



5. **REGULAR AGENDA**

1. -2025-R-50 Resolution

A Resolution of the City of Holly Hill, Florida, Ratifying Years 2 and 3 of the Three-Year Agreement with the Police Benevolent Association (P.B.A.) October 1, 2024 - September 30, 2027; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION**2025-R-50**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING YEARS 2 AND 3 OF THE THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING YEARS 2 & 3 OF THE THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION OF HOLLY HILL (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the Police benevolent Association (P.B.A.) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on June 30, 2025, management was advised that the members of the P.B.A. voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the P.B.A. as an amendment to the three-year contract, effective the first full pay period in October 2025 and expiring on September 30, 2027.

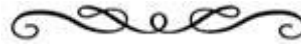
SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall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

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 8th day of JULY, 2025.

Enacted and approved this 8th day of July, 2025, in Holly Hill



2. -2025-R-51 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida Approving a Budget Amendment Request Utilizing Carry Forward Funds in the Amount of \$200,600 to Create a Budget for the Lift Station #20 Bypass Pump Project, Awarding All State Civil Construction the Construction for This Project at a Cost of \$176,500 and Authorizing the City Manager to Execute the Same; 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-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING A BUDGET AMENDMENT REQUEST UTILIZING CARRY FORWARD FUNDS IN THE AMOUNT OF \$200,600 TO CREATE A BUDGET FOR THE LIFT STATION #20 BYPASS PUMP PROJECT, AWARDING ALL STATE CIVIL CONSTRUCTION THE CONSTRUCTION FOR THIS PROJECT AT A COST OF \$176,500 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 A BUDGET AMENDMENT REQUEST UTILIZING CARRY FORWARD FUNDS IN THE AMOUNT OF \$200,600 TO CREATE A BUDGET FOR THE LIFT STATION #20 BYPASS PUMP PROJECT, AWARDING ALL STATE CIVIL CONSTRUCTION THE CONSTRUCTION FOR THIS PROJECT AT A COST OF \$176,500 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission approved the submission of a grant application to provide for a bypass pump to serve lift station #20 on September 9, 2024; and

WHEREAS, the City was awarded a grant in the amount of \$150,000 through the Volusia County Community Development Block Grant Program on February 4, 2025 for the lift station #20 bypass pump project; and

WHEREAS, the design of this project was completed and an Invitation to Bid for construction broadcast on May 16, 2025; and

WHEREAS, a bid opening was held on June 10, 2025 with seven (7) bids received; and

WHEREAS, the lowest responsive, responsible bid received was from All State Civil Construction in the amount of \$176,500; and

WHEREAS, the bid submitted by All State Civil Construction was reviewed and recommended by the engineer of record with concurrence from City staff.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a budget amendment request utilizing carry forward funds in the amount of \$200,600 to create a budget for the Lift Station #20 bypass pump project.

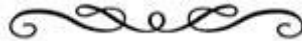
SECTION 2. That the City Commission of the City of Holly Hill award a contract with All State Civil Construction for the provision and installation of a bypass pump to serve lift station #20 in the amount of \$176,500 and authorizer the City Manager to execute the same.

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 8th day of JULY, 2025.

Enacted and approved this 8th day of July, 2025, in Holly Hill



6. PUBLIC HEARINGS

1. -2025-O-3089 Ordinance

SECOND 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)

Mayor Penny opened public participation. No one spoke.

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

ORDINANCE**2025-O-3089**

SECOND 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 8th day of JULY, 2025 for second and final reading.

**CITY OF CITY OF HOLLY HILL
FIREFIGHTERS' RETIREMENT SYSTEM**

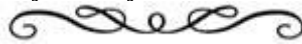
Sec. 42-69. - Vesting.

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.

Enacted and approved this 8th day of July, 2025, in Holly Hill



2. -2025-O-3090 Ordinance

SECOND 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)

Mayor Penny opened public participation.

Danielle Latona, Holly Hill; Charlotte Bugard, Holly Hill.

Mayor Penny closed public participation.

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

**ORDINANCE
2025-O-3090**

SECOND 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.

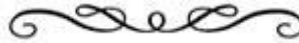
SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not 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 8th day of JULY, 2025 for second and final reading.

Enacted and approved this 8th day of July, 2025, in Holly Hill



3. -2025-O-3091 Ordinance

SECOND 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)

Mayor Penny opened public participation.

Charlotte Bugard, Holly Hill; Danielle Latona, Holly Hill; Phil Wahby, Holly Hill; Gilles Blais, Holly Hill.

Mayor Penny closed public participation.

*Commissioner Currie made a motion to **AMEND ORDINANCE 3091, CHILDREN TRAVELING TO AND FROM THE HOLLY HILL SCHOOL ARE EXEMPT FROM ORDINANCE 3091**, seconded by Commissioner Snow.*

Mayor Penny stated that they will now vote on the AMENDED ORDINANCE 3091.

Mayor Penny asked if there was anyone in the audience that would like to discuss the AMENDED Ordinance?

Gilles Blais, Holly Hill.

Mayor Penny closed public participation.

*Commissioner Currie made a motion to **APPROVE THE AMENDED ORDINANCE 3091**, seconded by Commissioner Snow.*

Commissioner DeLanoy stated that he still believes that they need to make it where it's not just the kids going back and forth to school. He's not sure how it should be written. He doesn't know how to put it out there unless somebody else does but he still doesn't think it's a good idea to just say they have to be going back and forth to school.

PASSED, 4-1. (DeLanoy - No)

RESULT:	ADOPTED AT 2ND READING [4 TO 1]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

**ORDINANCE
2025-O-3091**

SECOND 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.

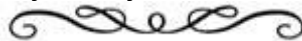
SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not 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 8th day of JULY, 2025 for second and final reading.

Enacted and approved this 8th day of July, 2025, in Holly Hill



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte reminded everyone about the upcoming Volusia League of Cities dinner for July 24th in DeLand; Mr. Forte mentioned that he was speaking with Malia Gray, the city's event coordinator, and she asked if the Commission would consider charging for the concert series as follows: \$10 box seat, \$5 for chair and the bleachers would remain free of charge in the near future. The Mayor and Commissioners stated that they would like to think about it for a while and get with Mr. Forte individually and if needed, a workshop to further discuss it.

B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny informed the Commissioners that he will be out of town on August 12th, so Vice-Mayor Johnson will run that meeting.

D. District City Commission Comments

Commissioner Currie informed the Mayor and Commissioners that she will not be at the July 22nd meeting because she will be at her annual family reunion.

Commissioner Snow mentioned FastSigns, one of the city's local businesses that is involved in many things with the city. Last week and this week they are doing an internship for high schoolers who come in and they had Police Chief Williams there as their guest speaker, Mayor Penny was there and she was there interacting with the kids, they're bright, they asked great questions and they are very insightful, it was a pleasure to be there. FastSigns is a great business and they support the city in everything we do for the community.

E. Mayor's Conclusion Comments

Mayor Penny mentioned that he has been getting a lot of emails from concerned citizens about SB180 pre-emptions, that passed last year pertaining to Emergencies: *(it states: "Emergencies; Prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; prohibiting certain entities from assessing impact fees for specified replacement structures; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; authorizing certain servicemembers to provide medical care in specified circumstances; revising requirements for the state comprehensive emergency management plan, etc.")* The League of Cities had a board meeting today about it.

8. **ADJOURNMENT**

The workshop adjourned at approximately 7:15 PM.



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

**City Commission
Resolution**

MEETING DATE: July 22, 2025
FROM: Josef Grusauskas
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Agreements with Volusia County for the Acceptance of Properties Acquired through the Housing and Urban Development (HUD) Community Disaster Block Grant-Disaster Recovery (CBDG-DR) Funded Single Family Homeowner Repair and Replacement Program and Homeowner Recovery Program Buyout Pathway; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2025-R-53
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County has received Community Development Block Grant - Disaster Recovery (CDBG-DR) funds following Hurricane Milton. A specific allocation of these funds is to be used for a buyout program and a property acquisition project and administered through the Transform386 program.

The buyout program will allow residents to apply directly to the program provided homes are owned, within the 100-year flood plain, and residents meet recovery program income criteria. The homes would be cleared and the land deeded to the City of Holly Hill to be maintained in perpetuity and to be used exclusively for greenspace or stormwater infrastructure.

The property acquisition program allows cities to apply to the program to purchase properties where the land will be used for infrastructure projects only. Similar to the buyout program, the land would be deeded to the City after project completion.

In order to participate in these projects, all municipalities are required to pass a resolution stating the city's willingness to partner with Transform386 and designating authority to the City Manager to approve or decline specific property transfers.

FISCAL ANALYSIS:

There is no financial impact related to passing a resolution to partner with the Transform386 program.

STAFF RECOMMENDATION:

Approve a Resolution stating the willingness of the City to partner with the Transform386 program and authorize the City Manager to approve or decline specific property transfers.

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 A RESOLUTION STATING THE WILLINGNESS OF THE CITY TO PARTNER WITH THE TRANSFORM386 PROGRAM AND AUTHORIZE THE CITY MANAGER TO APPROVE OR DECLINE SPECIFIC PROPERTY.

Resolution No. 2025-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VOLUSIA COUNTY FOR THE ACCEPTANCE OF PROPERTIES ACQUIRED THROUGH THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DISASTER BLOCK GRANT-DISASTER RECOVERY (CBDG-DR) FUNDED SINGLE FAMILY HOMEOWNER REPAIR AND REPLACEMENT PROGRAM AND HOMEOWNER RECOVERY PROGRAM BUYOUT PATHWAY; 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 ENTER INTO AGREEMENTS WITH VOLUSIA COUNTY FOR THE ACCEPTANCE OF PROPERTIES ACQUIRED THROUGH THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DISASTER BLOCK GRANT-DISASTER RECOVERY (CBDG-DR) FUNDED SINGLE-FAMILY HOMEOWNER REPAIR AND REPLACEMENT PROGRAM AND HOMEOWNER RECOVERY PROGRAM BUYOUT PATHWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has received CDBG-DR funds from the U.S. Department of HUD for disaster recovery efforts following Hurricanes Ian and Milton; and

WHEREAS, Volusia County has established the Office of Recovery and Resiliency, a/k/a Transform386, to administer the CDBG-DR funded Single Family Homeowner Repair and Replacement Program and Hurricane Milton Homeowner Recovery Program, both of which include homeowner buyout's, which are the voluntary acquisition of properties from willing sellers in flood-prone areas; and

WHEREAS, under HUD CDBG-DR regulations, local governments are eligible to receive title to properties acquired through the programs, subject to deed restrictions ensuring the land is dedicated in perpetuity to uses compatible with open space or floodplain/wetlands management practices; and

WHEREAS, the City of Holly Hill recognizes the benefits of receiving such properties to promote flood risk reduction, environmental resilience, and public benefit consistent with the intent of the Transform386 Programs; and

WHEREAS, the City finds it to be in its best interest to participate in the Transform386 program and shall accept ownership of properties acquired within the City limits under the Transform386 Programs; and

WHEREAS, the City, after ownership transfer shall be solely responsible for any ongoing maintenance obligations associated with a property; and

WHEREAS, the City Commission authorizes the City Manager to execute any necessary documents with Volusia County, or its designees, to accept City ownership of Transform386 homeowner buyout properties within the City limits.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. DECLARATION. The City Commission hereby authorizes the City Manager, or his designee, to execute and deliver any and all agreements, instruments, or documents necessary to accept the transfer of real property acquired through the Transform386 Programs, subject to applicable CDBG-DR and HUD regulations, and in accordance with any deed restrictions required for long-term land use compliance.

SECTION 3. SEVERABILITY. If any section, subsection, clause, or provision of this Resolution be determined invalid by a court decision, statute, regulation, or rule, the remainder shall not be affected by such invalidity.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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



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

**City Commission
Resolution**

5.2

MEETING DATE: July 22, 2025
FROM: Josef Grusauskas
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices, as Well As, the Maintenance of Street and Drainage Assistance as Requested for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2025-R-54
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County Public Works provides services to the City of Holly Hill through an interlocal agreement which is currently set to expire on September 30, 2025. Included as Exhibit 'A' is an addendum extending this municipal agreement through September 30, 2028.

Services the county provides through this agreement include the maintenance and operation of traffic control devices throughout the City of Holly Hill in order to ensure uniform control of the road network. As part of the traffic control maintenance, Volusia County will maintain and operated auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other traffic control devices.

Additionally, as a part of this agreement, Volusia County will assist in Holly Hill roadway maintenance and drainage infrastructure maintenance subject to county staff availability.

FISCAL ANALYSIS:

There is no immediate cost to the city. For traffic control maintenance and engineering, costs will be incurred based on actual services provided and charged according to labor, equipment and parts rates as detailed in the agreement. Road, bridge and drainage work requested by the City must be provided to the County by written authorization from the City Manager or his designee .

The city receives annual compensation from FDOT in lieu of maintaining the traffic signals in Holly Hill. This agreement with Volusia County will authorize the County to complete all needed maintenance on behalf of the city. Volusia County will be compensated on time and material bases as described in the attached agreement.

Historically, the city has never expanded all the monies that was received for the State on this maintenance. This item has been included in the 2025/2026 Fiscal Year budget and approval is contingent upon approval of the Fiscal Year 2025/2026 budget.

STAFF RECOMMENDATION:

Approve authorizing the City Manager to execute the attached Interlocal Agreement with Volusia County.

COMMISSION GOAL:

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

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY CONTINGENT UPON THE FY2025/2026 BUDGET APPROPRIATIONS.

ATTACHMENTS:

- Exhibit A - VC Interlocal Agreement for Provision of Municipal Services.Exp 2028 (PDF)

Resolution No. 2025-54**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES, AS WELL AS, THE MAINTENANCE OF STREET AND DRAINAGE ASSISTANCE AS REQUESTED FOR THE CITY OF HOLLY HILL; 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 ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY OF VOLUSIA FOR THE PROVISION OF MUNICIPAL SERVICES TO INCLUDE TRAFFIC ENGINEERING, AS WELL AS, THE MAINTENANCE OF STREET AND DRAINAGE ASSISTANCE AS REQUESTED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions; and

WHEREAS, Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties of COUNTY; and

WHEREAS, Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, the current interlocal agreement between the County of Volusia and the City of Holly Hill is set to expire on September 30, 2025; and

WHEREAS, the current interlocal agreement between the County of Volusia and the City of Holly Hill is set to expire on September 30, 2025; and

WHEREAS, Public Works Staff recommend that this agreement be extended.

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

SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida, as well as, the assistance in the maintenance of streets and drainage infrastructure upon request.

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

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

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

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF HOLLY HILL, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Holly Hill, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2025** and shall terminate at midnight on **September 30th, 2028** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Joe Forte, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Holly Hill Fiscal Years 2025-26, 2026-27 and 2027-28* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Holly Hill have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
 Name: George Recktenwald
 Title: County Manager
 Dated: _____

By: _____
 Name: Jeffrey S. Brower
 Title: County Chair
 Dated: _____

ATTEST:

CITY OF HOLLY HILL

By: _____
 Name: Valerie Manning
 Title: City Clerk
 Dated: _____

By: _____
 Name: John Penny
 Title: Mayor
 Dated: _____

By: _____
 Name: Joe Forte
 Title: City Manager
 Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Holly Hill

Fiscal Years 2025-26, 2026-27 and 2027-28

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF HOLLY HILL
FY 2025-26, 2026-27 AND 2027-28**

<u>Services</u>	<u>Annual Cost</u>
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Holly Hill (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit “A”. The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY’s current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. Painted Mast Arm Structures

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage

to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. If the CITY elects to utilize emergency vehicle preemption, the following Standard Operating Procedure shall be implemented to ensure the technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF HOLLY HILL - TRAFFIC CONTROL DEVICES
As of 4/15/2025

WITHIN COASTAL ZONE

☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
252	RIVERSIDE DR @ LPG A BL	✓									✓		CITY
278	CENTER AV @ FLOMICH ST	✓											CITY
511	CENTER AV @ N OF WALKER				SZ								CITY
541N	15TH ST @ CENTER AV				SZ								CITY
541S	15TH ST @ CENTER AV				SZ								CITY
541W	15TH ST @ CENTER AV				SZ								CITY
541E	15TH ST @ CENTER AV				SZ								CITY

TS – Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon

FDS – Emergency Fire Dept Signal

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB – Traffic Warning Beacon (LE LED) – Leading Edge LED

UPS – Uninterruptible Power Supply/Battery Backup

OPT – Opticom (F) – Fire (B) – Bus Priority



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

**City Commission
Resolution**

MEETING DATE: July 22, 2025
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the First Renewal of the Professional Service Agreement Contracts with Previously Approved Engineering Firms Selected through the Consultants Competitive Negotiations Act and Authorizing the City Manager to Execute Continuing Contracts with Each Selected Firm; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2025-R-55
APPLICANT:
PLANNER:

DISCUSSION:

On Nov 23, 2021 the City Commission approved the selection of four (4) consulting firms as the General Engineering Consultants for the City and authorized the Public Works Director to enter into negotiation for term and fees for these continuing contracts. Those Firms were:

1. Mead and Hunt Inc.
2. Parker Mynchenberg & Associates
3. Zev Cohen and Associates
4. Dredging & Marine Consultants

The original term for each of the four agreements was three years with two (2) additional one (1) year extensions available at the City's sole discretion. Due to the continued need for their services, staff recommends exercising the first one-year renewal option for all four firms under the existing terms and conditions.

FISCAL ANALYSIS:

The services that these recommended consultants will perform is for Capital Improvements Projects under Services for Continuing Contracts that are funded through the Annual Budget Process.

STAFF RECOMMENDATION:

Staff recommends Commission approve the first one-year renewal of the Professional Service Agreements with Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants and authorize the City Manager to execute continuing contracts with each firm.

COMMISSION GOAL:

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

MOTION:

APPROVE THE CONTINUING CONTRACTS WITH SELECTED ENGINEERING FIRMS AND AUTHORIZE THE CITY MANAGER TO EXECUTE.

ATTACHMENTS:

- Parker Mynchenberg - Professional Design-CEI Services to COHH - Dec. 2021 (PDF)
- Dredging & Marine Consultants, LLC - Professional Services Agreement with COHH - Dec. 2021 (PDF)
- Mead & Hunt, Inc. - Professional Consultant Services Agreement with COHH - Dec. 2021 (PDF)
- Zev Cohen - Professional Consultant Services Agreement with COHH - Dec. 2021 (PDF)
- Renewal Letter Dredging & Marine Consultants LLC (PDF)
- Renewal letter Mead & Hunt, Inc (PDF)
- Renewal Letter Parker Mynchenberg & Associates 7-2025 (PDF)
- Renewal letter Zen Cohen & Associates (PDF)

Resolution No. 2025-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE FIRST RENEWAL OF THE PROFESSIONAL SERVICE AGREEMENT CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED FIRM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CONTINUING CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED ENGINEERING FIRM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City ranked Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants as pursuant to the Consultants Competitive Negotiations Act on November 23, 2021 and directed City staff to negotiate contracts with each contractor; and

WHEREAS, City staff has negotiated continuing contracts with each of the selected contractors; and

WHEREAS, City staff is requesting approval of the continuing contracts with these selected firms.

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 hereby approves the first one-year renewal of the continuing contracts with the four (4) selected engineering firms and authorizes the city manager to execute the renewal agreements in accordance with the terms of the original contracts.

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

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

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

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between Parker Mynchenberg & Associates, Inc., duly authorized to conduct business in the State of Florida and whose address is 1729 Ridgewood Ave, Holly Hill, FL 32117, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #21-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one (1) year from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

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

For Consultant:

Parker Mynchenberg, President (Name, Title)
Parker Mynchenberg & Associates, Inc. (Company)
1729 Ridgewood Ave (Address)
Holly Hill, FL 32117 (City, State, Zip)
386-677-6891 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte
Joseph Forte, City Manager

Dated: 12/14/2021

WITNESSES:

FIRMS

By: *Parker Mynchenberg*, President

Dated: 12/14/2021

Attachments: A. RFQ #22-PW-01
B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this 23rd day of November, 2021 under Agenda Item No. 7(4) Consent Agenda.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between Dredging & Marine Consultants, LLC., duly authorized to conduct business in the State of Florida and whose address is 4643 S. Clyde Morris Blvd. Unit 302, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #21-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one (1) year from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

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

For Consultant:

Shailesh K. Patel, President (Name, Title)
Dredging & Marine Consultants, LLC. (Company)
4643 S. Clyde Morris Blvd. Unit 302 (Address)
Port Orange, FL 32129 (City, State, Zip)
(386) 304-6505 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

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SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 12/14/2021

WITNESSES:

Shailish K. Patel

Begun Arora

FIRMS

By: Shailish K. Patel, President

Dated: November, 1, 2021

Attachments: A. RFQ #22-PW-01

B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this 23rd day of November, 2021 under Agenda Item No. 7(4) Consent Agenda

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between Mead & Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #21-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one (1) year from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

For Consultant:
David King, PE, Vice President (Name, Title)
Mead & Hunt, Inc. (Company)
4401 Eastport Parkway (Address)
Port Orange, FL 32127 (City, State, Zip)
386-761-6810 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

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SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 12/14/2021

WITNESSES:

Kim Adette Joy
Karen Binda

FIRMS Mead & Hunt, Inc.

By: David King, PE, Vice President

Dated: 10/25/21

Attachments: A. RFQ #19-PW-01

B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this 23rd day of November, 2021 under Agenda Item No. 7(4) Consent Agenda

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between Zev Cohen & Associates, Inc., duly authorized to conduct business in the State of Florida and whose address is 300 Interchange Blvd. Ste. C, Ormond Beach hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #21-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

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

For Consultant:

Samuel C. Hamilton, Jr., P.E., Sr. VP (Name, Title)
Zev Cohen & Associates, Inc. (Company)
300 Interchange Blvd. Ste. C (Address)
Ormond Beach, FL 32174 (City, State, Zip)
(386) 677-2482 (Phone)



SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

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SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 12/14/2021

WITNESSES:

FIRMS

By: Samuel C. Hamilton, Jr., P.E. Sr. VP

Dated: 11/2/21

Attachments: A. RFQ #19-PW-01

B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this 23rd day of November, 2021 under Agenda Item No. 7(4) Consent Agenda



CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
 386-248-9442
 Fax 386-248-9498

**City
Clerk**
 386-248-9441
 Fax 386-248-9448

**City
Manager**
 386-248-9425
 Fax 386-248-9448

**Economic
Development**
 386-248-9424
 Fax 386-248-9448

Finance
 386-248-9427
 Fax 386-248-9448

**Human
Resources**
 386-248-9440
 Fax 386-248-9448

**Information
Technology**
 386-248-9449
 Fax 386-248-9448

**Public
Works**
 386-248-9463
 Fax 386-248-9499

Recreation
 386-248-9460
 Fax 386-248-9446

**Utility
Billing**
 386-248-9432
 Fax 386-248-9448

July 8, 2025

Shailesh k. Patel
 Dredging & Marine Consultants LLC
 4643 S. Clyde Morris Blvd. Unit 302
 Port Orange, FL 32129

RE: 1st RENEWAL REQUEST
 RFQ #22-PW-01

Dear Mr. Patel,

The City of Holly Hill would like to renew RFQ # 22-PW-01 for one (1) additional year. The contracts terms and conditions allow for two (2), one (1) year options at the sole discretion of the city.

Acceptance of this offer guarantee's that all term, conditions of the previous agreement shall remain in full force and shall be honored for the renewal term of the contract from January 14, 2025 – January 14, 2026. If you are agreeable to renewing the contract, please sign below and return by July 25, 2025.

Should you have any questions, please contact Mary Mearsheimer, Procurement Agent at # 386-248-9429 or mmearsheimer@hollyhillfl.org.

We value your association with the City of Holly Hill.

Sincerely,

Mary Mearsheimer
 Procurement Agent
 City of Holly Hill

 Shailesh K. Patel - President

 Date

 City of Holly Hill – Manager Joseph Forte

 Date



CITY OF HOLLY HILL
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www.hollyhillfl.org

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 Fax 386-248-9446

**Utility
Billing**
 386-248-9432
 Fax 386-248-9448

July 8, 2025

David King, PE
 Mead & Hunt, Inc.
 4401 Eastport Parkway
 Port Orange, FL 32127

RE: 1st RENEWAL REQUEST
 RFQ # 22-PW-01

Dear Mr. King,

The City of Holly Hill would like to renew RFQ # 22-PW-01 for one (1) additional year. The contract's terms and conditions allow for two (2), one (1) year options at the sole discretion of the city.

Acceptance of this offer guarantees that all terms, conditions of the previous agreement shall remain in full force and shall be honored for the renewal term of the contract from January 14, 2025 – January 14, 2026. If you are agreeable to renewing the contract, please sign below and return by July 25, 2025.

Should you have any questions, please contact Mary Mearsheimer, Procurement Agent at # 386-248-9429 or mmearsheimer@hollyhillfl.org.

We value your association with the City of Holly Hill.

Sincerely,

Mary Mearsheimer
 Procurement Agent
 City of Holly Hill

 David King – Vice President

 Date

 City of Holly Hill – Manager Joseph Forte

 Date



CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

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386-248-9432
 Fax 386-248-9448

July 8, 2025

Parker Mynchenberg
 Parker Mynchenberg & Associates, Inc
 1729 Ridgewood Ave
 Holly Hill, FL 32117

RE: 1st RENEWAL REQUEST
 RFQ #22-PW-01

Dear Mr. Mynchenberg,

The City of Holly Hill would like to renew RFQ # 22-PW-01 for one (1) additional year. The contracts terms and conditions allow for two (2), one (1) year options at the sole discretion of the city.

Acceptance of this offer guarantee's that all term, conditions of the previous agreement shall remain in full force and shall be honored for the renewal term of the contract from January 14, 2025 – January 14, 2026. If you are agreeable to renewing the contract, please sign below and return by July 25, 2025.

Should you have any questions, please contact Mary Mearsheimer, Procurement Agent at # 386-248-9429 or mmearsheimer@hollyhillfl.org.

We value your association with the City of Holly Hill.

Sincerely,

Mary Mearsheimer
 Procurement Agent
 City of Holly Hill

 Parker Mychenberg - President

 Date

 City of Holly Hill – Manager Joseph Forte

 Date



CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

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 386-248-9432
 Fax 386-248-9448

July 8, 2025

Samuel C. Hamilton Jr., P.E.
 Zen Cohen & Associates, Inc.
 300 Interchange Blvd, Suite C
 Ormond Beach, FL 32174

RE: 1st RENEWAL REQUEST
 RFQ # 22-PW-01

Dear Mr. Hamilton,

The City of Holly Hill would like to renew RFQ # 22-PW-01 for one (1) additional year. The contracts terms and conditions allow for two (2), one (1) year options at the sole discretion of the city.

Acceptance of this offer guarantee's that all term, conditions of the previous agreement shall remain in full force and shall be honored for the renewal term of the contract from January 14, 2025 – January 14, 2026. If you are agreeable to renewing the contract, please sign below and return by July 25, 2025.

Should you have any questions, please contact Mary Mearsheimer, Procurement Agent at # 386-248-9429 or mmearsheimer@hollyhillfl.org.

We value your association with the City of Holly Hill.

Sincerely,

Mary Mearsheimer
 Procurement Agent
 City of Holly Hill

 Samuel Hamilton Jr. P.E. – Sr. Vice President

 Date

 City of Holly Hill – Manager Joseph Forte

 Date



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

**City Commission
Agenda Item**

6.1

MEETING DATE: July 22, 2025
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 802 Grove Avenue
NUMBER: (ID # 4941)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a formal request to reduce a Code Enforcement lien on the property located at **802 Grove Avenue, Holly Hill, FL, 32117**. The property has been owned by Ryan Magnano since 2018. The code violations for this property went to the Special Master on October 14, 2021 where the Special Master identified several code violations. The Conclusions of Law state: The respondent and owner of the property located at 802 Grove Avenue, Holly Hill, FL 32117 is in violation of Holly Hill zoning and Ordinances: IPMC 304.2 Protective Treatment; IPMC 304.12 Handrails and Guards; IPMC 111.6 Transfer of Ownership; IPMC 111.1.1 Unsafe Structures; IPMC 111.1.3 Structures unfit for human occupancy; IPMC 111.1.5 Dangerous Structure; IPMC 304.1 Exterior Maintenance; IPMC 304.7 Roofs and Drainage; IPMC 305.2 structural Members; and IPMC 305.3 Interior Surfaces.

The property is currently in compliance and therefore eligible for a lien reduction.

FISCAL ANALYSIS: Option 1

Item	Amount
Special Magistrate Fees (1 meetings)	\$250.00
Recording Fees (1)	\$25.00
Code Enforcement Staff (15 hrs @ \$37.83)	\$567.45
Finance Staff (1 hr @ \$35.05)	\$35.05
Community Development Director (1 hrs @ \$87.86)	\$87.86
Lien Release Fee	\$25.00
Delinquent BTR Unit "B"	\$648.86
Delinquent BTR Unit "C"	\$648.86
10% of Original Lien	\$50,400.00
Total	\$52,688.28

FISCAL ANALYSIS: Option 2 (RECOMMENDED)

Item	Amount
Special Magistrate Fees (1 meetings)	\$250.00
Recording Fees (1)	\$25.00
Code Enforcement Staff (15 hrs @ \$37.83)	\$567.45
Finance Staff (1 hr @ \$35.05)	\$35.05
Community Development Director (1 hrs @ \$87.86)	\$87.86
Lien Release Fee	\$25.00
Delinquent BTR Unit “B”	\$648.86
Delinquent BTR Unit “C”	\$648.86
5% of Original Lien	\$25,200.00
Total	\$27,488.28

The **City Manager**, in coordination with both buyer and seller, has negotiated a lien reduction based on current compliance.

Staff Recommendation:

Approve the reduction of the lien from **\$504,000.00** to **\$27,488.28**, with payment to be made **no later than August 29, 2025**. Upon receipt of payment, the City will issue a Release of Lien.

Commission Goal:

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

MOTION:

APPROVE THE REDUCTION OF THE LIEN FROM \$504,000.00 to \$27,488.28, TO BE PAID NO LATER THAN AUGUST 29, 2025. DIRECT STAFF TO ISSUE A RELEASE OF LIEN UPON SATISFACTION OF THE PAYMENT.