

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 22, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

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 John Penny
- c. Pledge of Allegiance

2. PRESENTATION

- 1. Senator Tom Wright - Check Presentation to the City for the Appropriations Funding
(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - August 8, 2023 - Workshop - Sunrise Park North Improvements and August 8, 2023 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Resolution -2023-R-43 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Appropriating Florida League of Mayors Inc., Business Watch City Catalyst Grant to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
(Requested by Michele Moore, Finance)
- 2. Approval Authorizing the City Manager to Execute Change Order No. 11 to the US1 Utility Undergrounding Primaries Conversions Contract with Carter Electric for an Additional Cost Not to Exceed \$40,801.43 and of 2,008 Contract Days.
(Requested by Antoine Khoury, Public Works)
- 3. Agreement Extension Between the City of Holly Hill and Arrow Service and Towing
(Requested by Jeff Miller, Police)
- 4. -DOC-2023-9 State of Florida Appropriation 2023 Legislature Holly Hill Sewer Service Extension Project Funding Department of Environmental Protection Reimbursement Grant Agreement: LPA0541 Holly Hill Sewer Service Extension
(Requested by Michele Moore, Finance)
- 5. -DOC-2023-10 2023-2024 Holiday Calendar

(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2023-O-3063 FIRST READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately .83 Acres Identified as Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of N Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance -2023-O-3064 An Ordinance of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium of the Issuance of Building Permits for Fences in Excess of Four (4) Feet in Height Parcels of Real Property that Abut Silver Beach Drive to the East and Riverside Drive to the West; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

3. VARIANCE – 1438 Riverside Drive - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-1 (Single-Family) Zoning District be a Minimum of Ten-Foot (10') from the Side Property Line. Such Request is Made in Order to Build a New Home on a Lot that is Substandard with Regard to Width. the Property is Located on the West Side of Riverside Drive Approximately 130 Feet South of 15Th Street and More Specifically Known as 1438 Riverside Drive.

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

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 4179)

Meeting: 08/22/23 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 4179

2.1

Senator Tom Wright - Check Presentation to the City for the Appropriations Funding

PRESENTATION

Senator Tom Wright will be presenting the City of Holly Hill a check for the appropriations that the city received for the new fire station and the sewer service extension. The fire station received \$1.25 million and the sewer service extension received \$1.36 million.



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

**City Commission
Agenda Item**

4.1

MEETING DATE: August 22, 2023
FROM: Valerie Manning
SUBJECT: Minutes - August 8, 2023 - Workshop - Sunrise Park North
Improvements and August 8, 2023 - Regular City Commission
Meeting
NUMBER: (ID # 4212)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the August 8, 2023 Workshop - Sunrise Park North Improvements and the August 8, 2023 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - August 8, 2023 Workshop - Sunrise Park North Improvements (PDF)
- Minutes - August 8, 2023 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 8, 2023

City Commission Chamber

Work Session

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

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

2. SUNRISE PARK & RESTROOMS UPDATE

1.

Sunrise Park and Restrooms Update

(Requested by Valerie Manning, City Clerk)

The following information was shared with the Mayor, City Commissioners and staff present pertaining to the Sunrise Park North Improvements. Staff had presented a Cost Estimate for them to look over, which was included in their agenda packets and can be view online. Steve Juengst, Antoine Khoury briefly went over the cost estimates; Mr. Juengst gave a brief overview of the seawall repair at Sunrise Park; the waterline installation. There was discussion amongst staff and the City Commission as it pertained to the bathrooms at the parks, specifically Sunrise Park. There was consensus to get two magnetic locks placed at Centennial Park as a trial basis for approximately 6 months and if they work to help cut down or stop the vandalism that is taking place at the parks bathrooms, they will revisit them again at that time.

Mayor Via opened public participation.

Heidi Heller, Holly Hill; Alice Gipson, Holly Hill; Jim Legary, Holly Hill; and David Klnopf, Holly Hill.

Mayor Via closed public participation.

(A copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or online on the city's YouTube channel.)



3. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 8, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
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HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by Mayor Chris Via

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals came forward to speak to the Mayor and City Commissioners:
 Heidi Heller, Holly Hill; and Leslie and Erin Graham, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - July 11, 2023 - Budget Workshop - Enterprise Funds; July 25, 2023 - Budget Workshop - Governmental and Special Revenue Funds; and the July 25, 2023 Regular City Commission Meeting

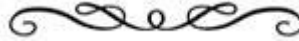
(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 8, 2023 - Regular City Commission meeting (4212 : Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

Enacted and approved this 8th day of August, 2023, in Holly Hill



4. **CONSENT AGENDA - ITEMS (1 - 3)**

Mayor Via asked if there was any member from the audience that wished to speak to any item on the Consent Agenda or if any member of the Commission would like to further discuss an item. There was no one.

1. **-2023-R-39 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Contract 22-B-41HO, Approving the Proposal from Inliner Solutions, LLC in the Amount of \$233,219, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION

2023-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$233,219, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$233,219, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are identified multiple areas within the City of Holly Hill

where stormwater pipes are failing; and

WHEREAS, Volusia County has an active Contract Number 22-B-41HO with Inliner Solutions, LLC to provide for pipelining; and

WHEREAS, Inliner Solutions, LLC has submitted a proposal in the amount of \$233,219.00 to reline stormwater pipes throughout the City; and to the City of Holly Hill that is consistent with their awarded contract with Volusia County not to exceed \$233,219.00 to reline the stormwater pipes; and

WHEREAS, the proposal received from Inliner Solutions, LLC has pricing consistent with their Volusia County awarded Contract 22-B-41HO.

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

SECTION 1. The City desires to have the stormwater pipes in various areas of the City of Holly Hill lined.

SECTION 2. Volusia County has an active Contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. Inliner Solutions, LLC has submitted proposals in an amount not to exceed \$233,219.00 for this project.

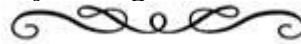
SECTION 4. The City desires to piggyback Volusia County Bid Number 22-B-41HO for the Stormwater Pipe Lining in various locations in Holly Hill, FL.

SECTION 5. 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 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

Enacted and approved this 8th day of August, 2023, in Holly Hill



2. -2023-R-40 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation Proposal from Tom Evans Environmental for a Standardized Replacement Peerless Backwash Pump and Motor at a Cost of \$69,872.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION**2023-R-40**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL FOR A STANDARDIZED REPLACEMENT PEERLESS BACKWASH PUMP AND MOTOR AT A COST OF \$69,872.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL FOR A STANDARDIZED REPLACEMENT PEERLESS BACKWASH PUMP AND MOTOR AT A COST OF \$69,872.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, the water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, a proposal was solicited for the replacement of the water plant backwash system funded by the approved FY 2022/23 capital budget in the amount of \$69,872.00; and

WHEREAS, Tom Evans Environmental is the sole source provider of Peerless Pumps in our area.

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

SECTION 1. That the Commission of the City of Holly Hill accept the Peerless Pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

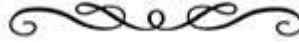
SECTION 2. That the Commission of the City of Holly Hill approve a purchase and installation of the standardized Peerless Pump equipment from Tom Evans Environmental in the amount of \$69,872.00, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

Enacted and approved this 8th day of August, 2023, in Holly Hill

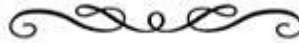


3.

JAG Grant FY 2022-2023 Allocation of Funds

(Requested by Valerie Manning, City Clerk)

This item was on the Consent Agenda, however, it could have been placed under the City Manager comments. This was included in the voting as part of the Consent Agenda. Therefore, it was passed 4-0 by the City Commission.



5. REGULAR AGENDA

1. -2023-R-41 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Approving a Grant Agreement with the State of Florida Department of Environmental Protection, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION

2023-R-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A RESILIENCY AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is the recipient of a Resiliency Grant with the Florida Department of Environmental Protection for a Vulnerability Assessment in the amount of \$75,000; and

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Florida Department of Environmental Protection with an adjustment of \$75,000.00 revenues and expenditures; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2022-2023 budget.

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

SECTION 1. That the Commission of the City of Holly Hill accepts the Resiliency Grant with the Florida Department of Environmental Protection in the amount of \$75,000, and authorize the City Manager to execute the same.

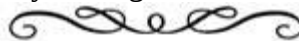
SECTION 2. That the Commission of the City of Holly Hill amends the Fiscal Year 2022-2023 budget in the amount of \$75,000.00.

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

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

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

Enacted and approved this 8th day of August, 2023, in Holly Hill



2. -2023-R-42 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposal from Mead & Hunt, Inc., to Provide a Vulnerability Assessment on Behalf of

the City of Holly Hill in the Amount of \$75,000, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

RESOLUTION

2023-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE A VULNERABILITY ASSESSMENT ON BEHALF OF THE CITY OF HOLLY HILL IN THE AMOUNT OF \$75,000, AND AUTHORIZE 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 PROPOSAL FROM MEAD & HUNT INC. TO PROVIDE A VULNERABILITY ASSESSMENT ON BEHALF OF THE CITY OF HOLLY HILL IN THE AMOUNT OF \$75,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is the recipient of a Resiliency Grant with the Florida Department of Environmental Protection for a Vulnerability Assessment in the amount of \$75,000; and

WHEREAS, Mead & Hunt. Inc., is a continuing services consultant for engineering projects in the City of Holly Hill and have experience performing vulnerability studies; and

WHEREAS, the City received a proposal from Mead & Hunt, Inc.. to provide the vulnerability study at a cost of \$75,000.

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

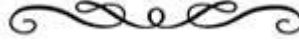
SECTION 1. That the Commission of the City of Holly Hill approves an agreement with Mead & Hunt Inc. to perform this vulnerability assessment in the amount of \$75,000, and authorize the City Manager to execute the same.

SECTION 2. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

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

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

Enacted and approved this 8th day of August, 2023, in Holly Hill



6. PUBLIC HEARINGS

1. -2023-O-3062 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

ORDINANCE

2023-O-3062

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III – FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE DISABILITY RETIREMENT BENEFITS FOR CANCER DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III - FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL

**FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE
DISABILITY RETIREMENT BENEFITS FOR CANCER
DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE
FLORIDA STATUTES; PROVIDING FOR A REPEALER;
PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR
CODIFICATION; PROVIDING FOR SEVERABILITY, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Firefighters work in inherently dangerous situations, are exposed to many different carcinogens, and the incidence of cancer among firefighters appears to be higher on average than other occupations; and

WHEREAS, the Board of Trustees of the Holly Hill Firefighters Retirement System is vested with the sole and exclusive administration of and responsibility for the proper operation of the system; and

WHEREAS, Chapter 2019-021, Laws of Florida, amended the Florida Statutes to provide a conclusive presumption of disability upon a diagnosis of one or more of the 21 cancers identified therein; and

WHEREAS, an ordinance amendment is necessary to adopt the provisions of Chapter 2019-021, Laws of Florida, codified at Section 112.1816 of the Florida Statutes, into the Holly Hill ordinances governing the Firefighters Retirement System; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore,

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

SECTION 1. That Section 42-68 of the Code of Ordinances of the City of Holly

Hill, Florida is hereby amended as follows:

Sec. 42-68. - Disability.

* * *

(b) *In-line of duty presumptions.*

(1) *Presumption.*

* * *

(2) *Additional presumption.* The presumption provided for in this subsection (2) shall apply only to those conditions described in this subsection (2) that are diagnosed on or after January 1, 1996.

* * *

(3) *Non-rebuttable conclusive cancer presumption.* The provisions of F.S. § 112.1816, as amended, are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the

validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 8th day of AUGUST, 2023 for second and final reading.

Enacted and approved this 8th day of August, 2023, in Holly Hill



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte showed the Mayor and City Commissioners the city's Organizational Chart and briefly discussed that.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny thanked Jim Legary for the books at the YMCA and the upkeep of those there at the facility; the pre-back to school BBQ at the school was great and well attended; next Monday, August 14th will be the Red Carpet Day, which is the first day of school where the Principal and anyone that would like to welcome the students back on their first day can come around 7:15 AM and say hello to the kids as they arrive at the school.

Commissioner Currie reminded the Mayor and Commissioners that a Voting Delegate for the annual conference will be needed.

*Commissioner Penny made a motion to **APPOINT COMMISSIONER CURRIE AS THE CITY'S VOTING DELEGATE DURING THE 2023 FLC ANNUAL CONFERENCE**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

Commissioner Currie agreed that the BBQ at the school was well attended and a great turnout and encouraged those that can to come to the Red Carpet Day on Monday to welcome the students back to school.

Commissioner Danio mentioned that he is a grandpa again, his son had a baby girl.

D. Mayor's Comments

Mayor Via mentioned that Commissioner Currie was going to be accepting the 2023 City Catalyst Grant for the Imagination Library in the amount of \$2500 during the annual FL League of Mayors/FLC Conference next week because he will not be able to make it that day and thanked her for doing that for him and on behalf of the city. Mayor Via informed the Commissioners that a Community Library will be placed at Sunrise Park and it will be maintained by Carmen from Fast Signs; thanked Michele, Finance Director to help with the issue on the utility bills last week; spoke briefly about the Gas Tax, Telecommunication Tax and ECHO Tax with the Commissioners.

8. **ADJOURNMENT**

The meeting adjourned at approximately 7:00 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: August 22, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Appropriating Florida League of Mayors Inc., Business Watch City Catalyst Grant to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-43
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill was awarded a Florida League of Mayors and Business Watch City Catalyst Grant on July 14, 2023. This grant will be provided to the Early Learning Coalition for the children's book project.

The grant funding cycle is one-year from the date of the grant.

FISCAL

ANALYSIS:

The Grant award amount is \$2,500 for fiscal year through September 30, 2023 to provide funding to The Early Learning Coalition. The City will have no financial obligation.

STAFF RECOMMENDATION:

Staff recommends the approval of this Resolution.

COMMISSION

GOAL:

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

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING

BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION CITY CATALYST GRANT (PDF)
- Winner Letter - City of Holly Hill Florida League of Mayors (PDF)

Resolution No. 2023-43

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, APPROPRIATING FLORIDA LEAGUE OF MAYORS INC., BUSINESS WATCH CITY CATALYST GRANT TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city received a \$2,500 Florida League of Mayors, Inc. and Business Watch City Catalyst Grant; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2022-R-75 approving the Annual Operating Budget for Fiscal Year 2022-2023; Resolution 2022-R-88, and Resolution 2023-R-41, amending the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Florida League of Mayors with an adjustment of \$2,500 revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

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

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

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

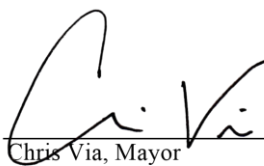
SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2022-2023 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2022 through September 30, 2023. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of AUGUST, 2023.


Chris Via, Mayor

8/22/2023

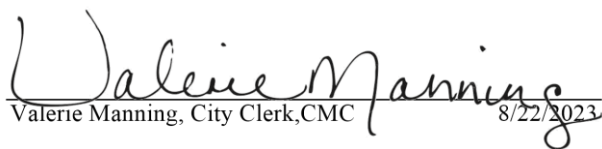

Valerie Manning, City Clerk, CMC 8/22/2023

Exhibit "A"

FY 2022 - 2023 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2022 - 2023

001 - GENERAL FUND

REVENUE	EXPENSE	VARIANCE
\$ 2,500	\$ 2,500	\$ -

TOTAL ALL FUNDS

\$ 2,500	\$ 2,500	\$ -
----------	----------	------

Attachment: EXHIBIT A-BUDGET RESOLUTION CITY CATALYST GRANT (2023-R-43 : Amending the Fiscal Year 2022-2023 Annual Operating



July 14, 2023

The Honorable Chris Via
Mayor, City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117-2807

Dear Mayor Via:

Congratulations on your Imagination Library grant approval through the City Catalyst Grant Program!

The Florida League of Mayors (FLM) and Business Watch (BW) are pleased to inform you that a grant has been awarded to your city in the amount of \$2,500. Your application stood out from the other applications and reflected solid commitment to the citizens you serve.

These funds must be used specifically for the designated purpose(s) by one-year from date of grant. (Please see the attached grant application.) A check (or direct deposit) in the amount of the grant will be sent directly to your city by September 8, 2023.

Recognition for City Catalyst Grant recipients will be provided during the Florida League of Mayors Business Meeting on Wednesday, August 9, 2023, at 4:45 p.m. ET at the Hilton Orlando Bonnet Creek in Orlando, Florida. This meeting is being held in conjunction with the Florida League of Cities Annual Conference, August 10-12, 2023, at the same hotel. We encourage your attendance and participation in this recognition ceremony. FLM staff will be in touch prior to August 9 to confirm participation and get pertinent information on participants.

We would also like to make a formal presentation in your city, where the public and media can see the value of the activity(s) this grant will provide to enhance the lives of your citizens. The FLM and BW staff will be in touch to coordinate these arrangements, following the Florida League of Cities Annual Conference.

We would like to capture your compelling stories of how this grant award was used to improve your community and the lives of your citizens! We will be featuring stories of our grantees on our website and through Florida League of Cities and Business Watch publications. Please email your photos, new releases or any other press events surrounding these projects to flm@flcities.com.

Again, congratulations on this recognition of your important efforts. We look forward to working with you during the coming year!

Sincerely,

C. Scott Dudley
Executive Director
Florida League of Mayors

Beth Rawlins
President
Business Watch



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 4211)

Meeting: 08/22/23 06:00 PM

Department: Public Works

Category: Consent Agenda

Prepared By: Beth Wrenn

Initiator: Antoine Khoury

Sponsors:

DOC ID: 4211

5.2

Approval Authorizing the City Manager to Execute Change Order No. 11 to the US1 Utility Undergrounding Primaries Conversions Contract with Carter Electric for an Additional Cost Not to Exceed \$40,801.43 and of 2,008 Contract Days.

DISCUSSION:

After development of the primaries/services conversion bid documents and bidding of the project Carter Electric is being notified by AT&T that Change Order No. 11 is necessary to complete relocation and repairs to existing conduits that were damaged or had to be relocated due to conflicts with the mast arms project or plan modifications due to field conditions. Itemized costs and detailed descriptions details are attached in Change Order No. 11.

The resulting net cost of the additional work is \$40,801.43.

The contract time also needs to be extended for an additional 2,008 days to allow time for the additional work to be completed.

FISCAL ANALYSIS:

The amount needed for this change ordered is budgeted in 139-8110-580-6300 and project code 22ST08.

STAFF RECOMMENDATION:

The City's consultant and City staff have reviewed the proposed change order and recommend it be approved and the City Manager be authorized to execute said Change Order for an additional cost of \$40,801.43 and of 2,008 contract days.

COMMISSION GOAL:

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER

NO. 11 TO THE US1 UTILITY UNDERGROUNDING PRIMARIES CONVERSIONS CONTRACT WITH CARTER ELECTRIC FOR AN ADDITIONAL COST NOT TO EXCEED \$40,801.43 AND OF 2,008 CONTRACT DAYS.

CHANGE ORDER FORM

PROJECT: **US-1 Utility Undergrounding Primaries Conversion**
 BID: **113-ST-03 Phase III**

CHANGE ORDER NO. 11

CONTRACTOR: Carter Electric Company, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ 2,697,130.82	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: June 2, 2018 Final Completion: July 2, 2018
Net changes from previous Change Orders: \$ 373,896.58	Changes in contract time from previous Change Orders: 2,008 Days
Contract Price prior to this Change Order: \$ 3,071,027.40	Contract Completion Date prior to this Change Order: Final Completion: December 31, 2023
Net Increase (decrease) of this Change Order: \$ 40,801.43	Changes in contract time requested this Change Order Final Completion: 0 Days
Contract Price with all approved Change Orders: \$ 3,111,828.83	Contract Times with all approved Change Orders: Final Completion: December 31, 2023

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications, and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by \$40,801.43

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: Costs incurred to make repairs to damaged conduit due to ongoing installations by others. See attached costs breakdown. Also attached is an email from Bobby Wiech dated 1/28/23 that give more details for the below listed additional work needed.

PCO #33 dated 4/29/33 - 8th St & US1 - AT&T Conduit Relocation for Mast Arm Installation - **\$8,864.69**

PCO #34 dated 5/6/23 - Walker St & US1 - FPL Conduit Relocation for Mast Arm Installation - **\$3,359.00**

PCO #35 dated 5/6/23 - Loc 5 Browns Court - Broken Conduit Repair due to broken pipe from transformer to the handhole - **\$6,627.94**

PCO #36 dated 5/6/23 - Loc 22 & 25 Cottage Row - Located Existing Handholes as installation differs from drawings, install conduit to be stubbed up next to existing pipe - **\$4,490.55**

PCO #37 dated 5/6/23 - Loc 43 Ginas - Additional Conduits from handhold to transformer - **\$5,525.97**

PCO #38 dated 5/6/23 - Loc 46.5 North Side of 9th St - Conduit Relocation turnout to relocated pole - **\$6,435.00**

PCO #39 dated 5/6/23 - Loc 49 Unity Church - Remove & Replace Section of Sidewalk; Remove & Replace Broken Conduit - **\$3,351.20**

PCO #40 dated 5/6/23 - Loc 79.5 Twilight Handhole to Traffic Handhole - Bore new 2" conduit between - **\$2,233.30**

PCO #41 dated 5/6/23 - Loc 88 - Broken Conduit Locate & Repair - **\$5,163.78**

PCO #42 dated 5/8/23 - Delete from Concrete Allowance previously paid but not needed - **(\$5,250.00)**

CONTRACT TIME: N/A

- IV. PAYMENT: Line item(s) will be added to schedule of values and payment for such will be paid as work is completed via monthly pay requests.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Mead & Hunt

By:  8/2/23
(Authorized Signature) (Date)

David King, P.E.

Name Typed

APPROVED BY:

City of Holly Hill

By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager

Name Typed

ACCEPTED BY:

Carter Electric Company, Inc.

 8-1-23
(Authorized Signature) (Date)

Robert B. Wiech
Name Typed

END OF SECTION

From: Bobby Wiech BWiech@carterelectric.com
To: John Mischle John.Mischle@meadhunt.com, 'Castelblanco, Andrea' Andrea.Castelblanco@fpl.com, SPENCER, KIRBY ks2488@att.com, Bobby Wiech BWiech@carterelectric.com
Cc: Jason Hampton Jason.Hampton@meadhunt.com, Mike Ruland Mike.Ruland@meadhunt.com, David King David.King@meadhunt.com
Date: Wed, Jan 25, 2023, 11:40 AM

1.FDOT Signal project – PCO #33
SW Corner 8th and US1 Contact made with Kirby, AT&T provided another handhole which we installed and relocated the conduits to be clear of mast arm base. There were 2-2” conduits belonging to spectrum that need to be relocated. Spectrum was notified by M&H, I don not have any follow up information.
SW Corner of Walker & US1 We were advised the 6” feeder conduits we installed were in the way of the mast arm base. We excavated , located and marked our 2-6” conduits
And found them to be outside the mast arm base location as shown on the asbuilt.

2.Loc 5: Broken pipe from the transformer to the handhole (under Brown Ct) Browns court was cut and excavated to located and repair the broken conduit. Crossing filled with rap, asphalt repair to be scheduled

3.Loc 22: Hand Hole (Loc 21) cannot be located in the field. Also no vacant pipes going to HH. (on east side of US1 North of 7th St)
Service conversion HH21 was not installed during the last project as shown on the drawings. We installed a 2” conduit from Transformer22 to the existing pole location.

The FPL conversion contractor will install the handhole and connect the services to the handhole. This solution per FPL and conversion contractor

3.Loc 25: Hand Hole (Loc 24) cannot be located in the field. Also no vacant pipes going to HH. (on east side of US1 south of 8th St)
Service conversion HH24 was not installed during the last project as shown on the drawings. We installed a 2” conduit from Transformer25 to the

Attachment: HH US-1 Undergrounding Primaries - Carter CO 11 for City execution 08.02.23 (4211 : US1 Utility Undergrounding Primaries

existing pole location.

5.2.a

The FPL conversion contractor will install the handhole and connect the services to the handhole. This solution per FPL and conversion contractor

PCO #37

4.Loc 43: Missing pipe work for loop. (on 9th St/ West of US1/ on South side)

This work was installed different from the drawing but as directed by previous FPL PM. The handhole was set overtop of the existing transformer conduit and was going to be tapped

In the handhole at conversion time. This was changed by FPL and we are now in the process of installing additional conduits to the transformer

PCO #38

5.Loc 46.5: Pipes are stubbed away from riser location. (on 9th St/ West of US1/ on North side)

Conduits were previously installed and turned up at an existing pole. Since that time the pole was cut at grade and the upper portion removed. We excavated and relocated the conduits

To the new pole location and removed the butt of the existing pole removed by others.

PCO #39

6.Loc 49: Pipe crushed below sidewalk on west side of US1, string/tape moves freely however when the triplex gets push/pull it seized up and gets stuck.

Found conduit to be broken under sidewalk, sidewalk removed and replaced, conduit excavated and repaired.

7.Loc 79.5: bore was done to the incorrect hand hole. PCO #40

Bore from HH76 to HH79.5 was not installed. Locates are called in and work to be performed week of 1/30/23

PCO #41

8.Loc 88: There seems to be broken pike on the east of US1 leading to Switch Cabinet (loc 93 on 12th St) from the transformer west of US1 will research and repair if needed.

Several breaks were detected in this conduit, We excavated and repaired these conduits

Thanks
Bob Wiech
Carter Electric
386-547-0762

Attachment: HH US-1 Undergrounding Primaries - Carter CO 11 for City execution 08.02.23 (4211 : US1 Utility Undergrounding Primaries



carter electric company, inc. contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 33
Date: 4/29/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 1

Relocation For Mast Arm Project

Work Description

A. 8th Street & US 1 AT&T Conduit Relocation for Mast Arm Installation

1. Pickup AT&T furnished Handhole
2. Excavate existing conduits
3. Install new AT&T furnish 48" handhole
4. Rework 4-4" conduits into new handhole

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
4" CONDUIT - PVC40	40	298.90	7.25
4" ELBOW 90 DEG - PVC40	8	650.07	10.50
4" COUPLING - PVC	8	50.00	1.20
CONDUIT MEASURING TAPE	600	207.00	3.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 33
Date: 4/29/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
EXCAVATION & BACKFILL	1	0.00	16.00
AT&T HANDHOLE INSTALLATION	1	0.00	24.00
MATERIAL PICKUP	1	0.00	8.00
CUT/REWORK CONDUITS	1	0.00	24.00
Totals	660	1,205.97	93.95

Summary

General Materials		1,205.97
Material Tax (@ 6.500 %)		78.39
Total Material		1,284.36
ELECTRICIAN (93.95 Hrs @ \$50.00)		4,697.50
FOREMAN (23.49 Hrs @ \$55.00)		1,291.95
PROJECT MANAGER (2.35 Hrs @ \$100.00)		235.00
MINI EXCAVATOR (PER MONTH) (1.00 @ 0.25 @ \$1,400.00 + 0.000 % + 0.000 % + 0.000 %)		350.00
AIR COMPRESSOR (1.00 @ 1.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)		200.00
Subtotal		8,058.81
Markup (@ 10.000 %)		805.88
Subtotal		8,864.69
Final Amount		\$8,864.69

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 33
Final Amount: \$8,864.69

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 33
Date: 4/29/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 3

Work Description**FIELD CODES**

Tab

distance in inches that text following the field code will be indented from left

Current date 4/29/2023

4/29/2023

- current date with tab from the left included

Database Name

Carter Active

Database

Database Number (folder name)

Carter Active Database

Database Address (path and folder name)

F:\Estimating\Accubid\Accubid Databases\Accubid Pro

databases\Carter Active Database

Project Name

Holly Hill US1

Underground Phase 3

Project Number (folder name)

1705

Project Address (path and folder name)

F:\CURRENT PROJECTS\1705 - US1 Holly Hill Utility

Undergrounding\8 CHANGES\8.2 CHANGE ORDERS\Holly Hill US1 Underground Phase 3.co16

Project Contract Number

File name of PDF attached to email

33.pdf

My Company Name

My Company Address Line 1

My Company Address Line 2

My Company City

My Company State or Province

My Company Country

My Company Zip Code or Postal Code

My Company Telephone number

My Company Fax number

My Company Contact name

My Company E-mail

Client Address Site Name

Mead & Hunt

Client Address Address Line 1

4401 Eastport Parkway

Client Address Address Line 2

Client Address City

Port Orange

Client Address State or Province

FL

Client Address Country

Client Address Zip Code or Postal Code

32127

Client Address Telephone number

Client Address Fax number

Client Address Contact name

David King

Client Address E-mail

FROM JOB INFO SCREEN

Job (CCN) Number

33

Job (CCN) Number Header

CCN #

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 33
Date: 4/29/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 4

Job (CCN) Description	#1 8th & US1 FDOT Project
Job (CCN) Notes	
Job (CCN) Status	Pending
Job (CCN) Date	4/29/2023
Job (CCN) Date Header	CCN Date
Last Saved Date	4/29/2023
Received Date	4/29/2023
Due Date	4/29/2023
Start Date	4/29/2023
CO Date	
CO Number	
Reference Column 1	
Reference Column 1 Header	Owner
Reference Column 2	
Reference Column 2 Header	Owner Address
Reference Column 3	
Reference Column 3 Header	City
Reference Column 4	
Reference Column 4 Header	St
Reference Column 5	
Reference Column 5 Header	Zip
Reference Column 6	
Reference Column 6 Header	Parcel
FROM JOB SCREENS	
Labor column used in Extension	2
FROM TOTALS	
Selling Price	8,864.69
Final Price (includes Global Tax)	8,864.69

Attachment: HH US-1 Undergrounding Primaries - Carter CO 11 for City execution 08.02.23 (4211 : US1 Utility Undergrounding Primaries

ORIGINAL



carter electric company, inc. contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#

34

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

Relocation For Mast Arm Project

Work Description

A. Walker Street & US 1 FPL Conduit Relocation for Mast Arm Installation

1. Use locating serve ov Coastal cable to verify where our conduits were located
2. Excavate are to verify conduits were outside mast are location

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time exstension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
EXCAVATION & BACKFILL	1	0.00	24.00
Totals	1	0.00	24.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 34
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Summary

ELECTRICIAN	(24.00 Hrs @ \$50.00)	1,200.00
FOREMAN	(6.00 Hrs @ \$55.00)	330.00
PROJECT MANAGER	(0.60 Hrs @ \$100.00)	60.00
MINI EXCAVATOR(PER MONTH)	(1.00 @ 1.00 @ \$100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
Subtotal		1,690.00
Markup	(@ 10.000 %)	169.00
Subtotal		1,859.00
LOCATOR SERVICE	(\$1,500.00 + 0.000 % + 0.000 % + 0.000 %)	1,500.00
Subtotal		3,359.00
Final Amount		\$3,359.00

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 34

Final Amount: \$3,359.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



carter electric company, inc. contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 35
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 1

Broken Conduit repair

Work Description

A Loc 5 BROWNS COURT

1. Locate existing broken conduit
2. Excavate existing conduit
3. Cut and Repair existing conduit
4. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
2" CONDUIT - PVC40	10	39.77	0.95
CONDUIT MEASURING TAPE	100	34.50	0.50
EXCAVATION & BACKFILL	1	0.00	24.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 35
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
CUT/REWORK CONDUITS	1	0.00	40.00
SITERESTORATION	1	0.00	16.00
Totals	113	74.27	81.45

Summary

General Materials		74.27
Material Tax	(@ 6.500 %)	4.83
Total Material		79.10
ELECTRICIAN	(81.45 Hrs @ \$50.00)	4,072.50
FOREMAN	(20.36 Hrs @ \$55.00)	1,119.80
PROJECT MANAGER	(2.04 Hrs @ \$100.00)	204.00
MINI EXCAVATOR (PER MONTH)	(1.00 @ 0.25 @ \$1,400.00 + 0.000 % + 0.000 % + 0.000 %)	350.00
AIR COMPRESSOR	(1.00 @ 1.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		6,025.40
Markup	(@ 10.000 %)	602.54
Subtotal		6,627.94
Final Amount		\$6,627.94

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 35
Final Amount: \$6,627.94

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



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contractors — engineers

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EC0002058

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FAX: 386/255-3429
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PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

FP & L Change

CCN#

36

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

Work Description

A Loc 22 & 25 Cottage Row

1. Locate existing Handholes as installation differs from drawing
2. Excavate & backfill
3. install conduit stubbed up next to existing pole
4. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

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2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
2" CONDUIT - PVC40	60	238.63	5.70
2" ELBOW 90 DEG - PVC40	4	67.87	2.00
2" COUPLING - PVC	6	22.40	0.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 36
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
CONDUIT MEASURING TAPE	60	20.70	0.30
EXCAVATION & BACKFILL	2	0.00	24.00
SITE RESTORATION	2	0.00	16.00
EXCAVATE UNDER XFMR	2	0.00	8.00
Totals	136	349.60	56.00

Summary

General Materials		349.60
Material Tax (@ 6.500 %)		22.72
Total Material		372.32
ELECTRICIAN (56.00 Hrs @ \$50.00)		2,800.00
FOREMAN (14.00 Hrs @ \$55.00)		770.00
PROJECT MANAGER (1.40 Hrs @ \$100.00)		140.00
Subtotal		4,082.32
Markup (@ 10.000 %)		408.23
Subtotal		4,490.55
Final Amount		\$4,490.55

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 36
Final Amount: \$4,490.55

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



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PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

*Change from Original Plans
Directed by FPL
Additional conduits added*

CCN#

37

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

Work Description

A Loc 43 Ginas

1. Installation of 3-2" conduits from handhole to transformer
2. Excavate & backfill
3. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
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5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time exstension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
2" CONDUIT - PVC40	300	0.00	28.50
2" ELBOW 90 DEG - PVC40	18	0.00	9.00
2" COUPLING - PVC	27	0.00	0.00
CONDUIT MEASURING TAPE	600	207.00	3.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 37
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
HAND DIG	100	0.00	12.00
SITE RESTORATION	2	0.00	16.00
EXCAVATE UNDER XFMR	1	0.00	4.00
Totals	1,048	207.00	72.50

Summary

General Materials		207.00
Material Tax (@ 6.500 %)		13.46
Total Material		220.46
ELECTRICIAN (72.50 Hrs @ \$50.00)		3,625.00
FOREMAN (18.13 Hrs @ \$55.00)		997.15
PROJECT MANAGER (1.81 Hrs @ \$100.00)		181.00
Subtotal		5,023.61
Markup (@ 10.000 %)		502.36
Subtotal		5,525.97
Final Amount		\$5,525.97

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 37

Final Amount: \$5,525.97

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



carter electric company, inc. contractors — engineers

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FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#

38

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

*Conduits installed to ext. Pole
Had to be relocated to new pole location*

Work Description

A Loc 46.5 North Side of 9th Street

1. Relocate conduit turnup to relocated pole
2. Cut and extend conduits to new pole location
3. Excavate & backfill
4. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

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 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
EXCAVATION & BACKFILL	2	0.00	24.00
CUT/REWORK CONDUITS	1	0.00	40.00
SITE RESTORATION	2	0.00	16.00

ORIGINAL



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contractors — engineers

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FAX: 386/255-3429
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PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#

39

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

Broken Conduit Repair

Work Description

A Loc 49 Unity Church

1. Remove and Replace section of sidewalk
2. Excavate & backfill
3. Cut out broken section of conduit and repair
4. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

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2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time extension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
CONDUIT MEASURING TAPE	500	172.50	2.50
EXCAVATION & BACKFILL	1	0.00	6.00
CUT/REWORK CONDUITS	1	0.00	12.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 39
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
SITE RESTORATION	1	0.00	3.00
SEWAGE RESTORATION	1	100.00	5.00
Totals	504	272.50	28.50

Summary

General Materials		272.50
Material Tax (@ 6.500 %)		17.71
Total Material		290.21
ELECTRICIAN (28.50 Hrs @ \$50.00)		1,425.00
FOREMAN (7.13 Hrs @ \$55.00)		392.15
PROJECT MANAGER (0.71 Hrs @ \$100.00)		71.00
MINI EXCAVATOR (PER MONTH) (1.00 @ 0.25 @ \$1,400.00 + 0.000 % + 0.000 % + 0.000 %)		350.00
AIR COMPRESSOR (1.00 @ 1.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)		200.00
Subtotal		2,728.36
Markup (@ 10.000 %)		272.84
Subtotal		3,001.20
CONCRETE RESTORATION (\$350.00 + 0.000 % + 0.000 % + 0.000 %)		350.00
Subtotal		3,351.20
Final Amount		\$3,351.20

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 39

Final Amount: \$3,351.20

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 38
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
Totals	5	0.00	80.00

Summary

ELECTRICIAN	(80.00 Hrs @ \$50.00)	4,000.00
FOREMAN	(20.00 Hrs @ \$55.00)	1,100.00
PROJECT MANAGER	(2.00 Hrs @ \$100.00)	200.00
MINI EXCAVATOR (PER MONTH)	(1.00 @ 0.25 @ \$1,400.00 + 0.000 % + 0.000 % + 0.000 %)	350.00
AIR COMPRESSOR	(1.00 @ 1.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		5,850.00
Markup	(@ 10.000 %)	585.00
Subtotal		6,435.00
Final Amount		\$6,435.00

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 38
Final Amount: \$6,435.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

1/25/23

Several breaks were detected in the
Carter Elec. repaired conduits.

5.2.a



carter electric company, inc.

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EC00000265
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TELEPHONE: 386/255-1418
FAX: 386/255-3429
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PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#

41

Date:

5/6/2023

Project Name:

Holly Hill US1 U

Project Number:

1705

Page Number:

1

Work Description

- A. LOC 88 Broken conduit Locate & repair
1. Locates existing conduits to identify
 2. Excavate & backfill
 3. cut out and repair broken sections of conduit
 4. install mule tape
 5. Site Restoration

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 7 days from the date of noted above.
 - i. DUE TO CURRENT MARKET CONDITIONS.
3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time exstension starts upon receipt of necessary materials.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
2" CONDUIT - PVC40	60	0.00	5.70
CONDUIT MEASURING TAPE	500	172.50	2.50

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 41
Date: 5/6/2023
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
EXCAVATION & BACKFILL	1	0.00	16.00
CUT/REWORK CONDUITS	1	0.00	12.00
SITE RESTORATION	1	0.00	3.00
Totals	563	172.50	39.20

Summary

General Materials		172.50
Material Tax (@ 6.500 %)		11.21
Total Material		183.71
ELECTRICIAN (39.20 Hrs @ \$50.00)		1,960.00
FOREMAN (9.80 Hrs @ \$55.00)		539.00
PROJECT MANAGER (0.98 Hrs @ \$100.00)		98.00
MINI EXCAVATOR (PER MONTH) (1.00 @ 0.25 @ \$1,400.00 + 0.000 % + 0.000 % + 0.000 %)		350.00
AIR COMPRESSOR (1.00 @ 1.00 @ \$200.00 + 0.000 % + 0.000 % + 0.000 %)		200.00
Subtotal		3,330.71
Markup (@ 10.000 %)		333.07
Subtotal		3,663.78
BOREING (\$1,500.00 + 0.000 % + 0.000 % + 0.000 %)		1,500.00
Subtotal		5,163.78
Final Amount		\$5,163.78

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 41
Final Amount: \$5,163.78

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to perform the described work.

ORIGINAL



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www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 42
Date: 5/8/2023
Project Name: Holly Hill US1 Und
Project Number: 1705
Page Number: 1

Work Description

A. 6" Feeder 10th Stret to LPGA
1.Delete Allowance for Concrete Restroation

. NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Painting
2. Cutting of floors, walls, and/or ceilings.
3. Patching of floors walls and/or ceilings.
4. Premium time, weekends, holidays, and overtime.
5. Additional permit fees.
6. Engineering fees.

D. TERMS:

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3. We request a time extension of () additional days to complete this additional work.
 - i. Additional time exstension starts upon receipt of necessary materials.

Itemized Breakdown

Summary

Concrete Restoration	(\$-5,000.00 + 0.000 % + 0.000 % + 5.000 %)	-5,250.00
Subtotal		-5,250.00
Final Amount		\$-5,250.00

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 42
Date: 5/8/2023
Project Name: Holly Hill US1 Unc
Project Number: 1705
Page Number: 2

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE**CCN #** 42**Final Amount:** \$-5,250.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: August 22, 2023
FROM: Jeff Miller
SUBJECT: Agreement Extension Between the City of Holly Hill and Arrow
Service and Towing
NUMBER: (ID # 4201)
APPLICANT:
PLANNER:

DISCUSSION:

The Towing Company Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The original contract was awarded to Arrow Service and Towing on March 1, 2021 and expires on September 30, 2023. The contract allows two (2) one-year extensions.

The Holly Hill Police Department would like to exercise the option of the one-year extension effective October 1, 2023 and will expire September 30, 2024.

The extension would allow the City to receive \$2,005.41 per month for a total of \$24,064.92 for the year.

FISCAL ANALYSIS:

This is a revenue generating contact that would provide benefit to the city each year the contact is in effect.

STAFF RECOMMENDATION:

Accept and approve entering into a one-year extension Towing Agreement Contract with Arrow Service and Towing.

COMMISSION GOALS:

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

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

MOTION:

APPROVE THE CITY'S ENTRY INTO A ONE-YEAR EXTENSION WITH ARROW SERVICE AND TOWING EFFECTIVE OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, AND ALLOW THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE THE AGREEMENT.

- Fully Executed - Arrow Service & Towing Agreement - March 2021 (PDF)
- Extension of Towing Contract Memo (PDF)

ATTACHMENT

TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of March 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service & Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 2021-PD-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

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Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

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2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning March 1, 2021 the sum of \$100,162.30, payable in equal monthly installments of \$2,005.41 for a period of thirty (30) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty (30) month period beginning March 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*
 - a. Trespass tow (flat rate): \$125.00
 - b. Consensual/Nonconsensual tow: \$125.00
 - c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$3.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: \$25.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage \$25.00
 - f. Immobilization: \$75.00
 - g. Outside storage, per day: \$20.00

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

a. Trespass tow (flat rate):	\$250.00
b. Consensual/Nonconsensual tow:	\$250.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$4.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$50.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$30.00
f. Immobilization:	\$75.00
g. Outside storage, per day	\$25.00

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

a. Trespass tow (flat rate):	\$375.00
b. Consensual/Nonconsensual tow:	\$375.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$5.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$75.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$60.00
f. Outside storage, per day:	\$55.00

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

a. Trespass tow (flat rate):	\$500.00
b. Consensual/Nonconsensual tow:	\$500.00

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- c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$6.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: \$100.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: \$60.00
 - f. Outside storage, per day: \$55.00
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

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can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

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17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

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2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

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- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
 - b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.
- 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.
- 26. MODIFICATIONS TO AGREEMENT.** The 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.
- 27. BREACH OF AGREEMENT**
- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

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notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach

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of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

ATTACHMENT

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

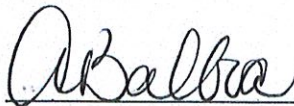
- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

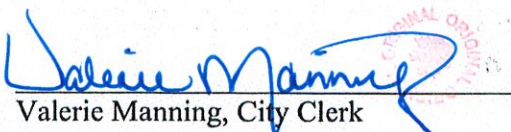
City of Holly Hill, Florida

By: 
 Title: City Manager
 Date: 3-1-2021

Wrecker Service:

By: 
 Title: Treasurer
 Date: 2/8/2021

Attest:


 Valerie Manning, City Clerk



HOLLY HILL POLICE DEPARTMENT

INTER-OFFICE CORRESPONDENCE

Date: August 7, 2023

To: Joe Forte, City Manager

From: Jeffrey J. Miller, Chief of Police *JM*

Subject: Extension of Towing Contract

On March 1, 2021, the City of Holly Hill entered into an agreement with Arrow Service and Towing to perform towing services under RFP 2021-PD-01. The term of the agreement was for a thirty (30) month period beginning March 1, 2021 and ending September 30, 2023. An extension was also written in the agreement, *"...the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024..."*

Ove the course of the agreement, Chief Miller conducted several audits verifying Arrow Service and Towing was following the performance measures outlined the in the Agreement under section 5. Rate Charged Owners.

The audit consisted of sampling several invoices and associated tows. Chief Miller then contacted the person who had the vehicle towed and verified the amount paid versus the amount shown on the invoice. No violations were found.

The audit did find one violation under Section 17. Posting Charges and Acceptance of Credit Card. The agreement stated, *"...If the tow company accepts payment by credit card in any payment of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle."*

The audit found that R&R Roofing was allowed to use a credit card as payment for the towing of a vehicle involved in an accident (Invoice #103886-1).

On July 31, 2023, a follow-up email was sent to Arrow Service and Towing explaining the violation. Based on a prior conversation during the audit, an Arrow representative stated that credit cards would no longer be accepted. A representative of Arrow Service and Towing responded acknowledging the violation, and agreed to *"...not accept credit cards moving forward"* (Email from Amanda Balboa, Arrow Service and Towing, July 31, 2023).

All payments from Arrow Service and Towing have been received on time.

The staff at Arrow Service and Towing are extremely professional, and extremely easy to work with.

I recommend an extension as outlined in the agreement.



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

5.4

**City Commission
Agenda Item**

MEETING DATE: August 22, 2023
FROM: Michele Moore
SUBJECT: State of Florida Appropriation 2023 Legislature Holly Hill Sewer Service Extension Project Funding Department of Environmental Protection Reimbursement Grant Agreement: LPA0541 Holly Hill Sewer Service Extension
NUMBER: DOC-2023-9
APPLICANT:
PLANNER:

DISCUSSION:

Enacted by the Legislature of the State of Florida for the Fiscal Year 2023-2024 appropriations, SB 2500, The City of Holly Hill Public Works Department has been awarded an appropriation under Section 5, Holly Hill Sewer Service Extension (SF 2155) (HF 2204) in the amount of \$1,360,000. This funding will be made available through a cost reimbursement grant with the Department of Environmental Protection. These funds will be utilized to extend a force main further west across Nova Road. This will be approximately 1,500 linear feet. The sewer service will allow for up to 134 new residential units. Completion of this project is estimated to be March, 2025. This is agreement number LPA0541.

FISCAL ANALYSIS:

This grant does not require any matching funds from the city. Once accepted, a resolution will be submitted to address the revenues and expenditures related to this grant.

STAFF

RECOMMENDATION:

Approval and acceptance of the Department of Environmental Protection reimbursement grant of \$1,360,000, for the extension of an existing force main. Project 23WW02.

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, 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:

MOTION TO ACCEPT THE DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT OF \$1,360,000, FOR THE EXTENSION OF AN EXISTING SEWER MAIN AND AFFILIATED LATERALS AND CONNECTIONS TO A NEW DEVELOPMENT THAT WILL HOUSE 134 RESIDENTIAL UNITS. THIS PROJECT CONFORMS TO ENVIRONMENTAL CONSIDERATION TO FAVOR MUNICIPAL SEWER CONNECTIONS OVER SEPTIC. AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENT.

- Appropriation Sewer Service Extension (PDF)
- Holly Hill Sewer Service Area Agreement Initiation Form(PDF)

SECTION 5 - NATURAL RESOURCES/ENVIRONMENT/GROWTH MANAGEMENT/TRANSPORTATION

1941) (HF 1104).....	100,000
Delray Beach Public Seawall Improvement (SF 1943) (HF 1217).....	1,000,000
Deltona - Theresa Basin - Flood Control Study (SF 2651) (HF 1116).....	600,000
Deltona Eastern Wastewater Treatment Facility Expansion - Sewer Improvement/Water Quality (SF 1878) (HF 1760).....	2,000,000
Deltona Fisher Wastewater Treatment Facility Plant Conversion (SF 1879) (HF 1759).....	1,000,000
Doral Stormwater Improvements (SF 2813) (HF 1893).....	500,000
Dunedin - WWTP Ocean Outfall Pipe Rehabilitation (SF 1703) (HF 0868).....	400,000
Dunnellon Moose Family Center Lodge 2308 Septic to Sewer (HF 1291).....	30,000
Eckerd College Resilience Action Plan (SF 2489) (HF 1647).....	352,945
Englewood Water District South Water Reclamation Facility Electrical Upgrade Project (SF 2046) (HF 0673).....	1,500,000
Escambia County - Gulf Beach Highway Drainage Outfall at Sunset \ Patton \ Elite \ Winthrop (SF 1463) (HF 0727).....	440,000
Estero River Heights & Cranbrook Harbor Utility Expansion Project (SF 3072) (HF 0657).....	7,400,000
Fernandina Beach Historic Downtown Resiliency Seawall Construction Project (SF 2233) (HF 1336).....	1,000,000
Florida City Sewer Improvements (SF 1682) (HF 0917).....	1,120,000
Florida Governmental Utility Authority - Lehigh Acres Utility System WTP No. Nanofiltration (SF 2243) (HF 1991).....	470,588
Florida Governmental Utility Authority - North Fort Myers Utility System LS Bypass Pumps (SF 2245) (HF 1621).....	575,000
Florida Governmental Utility Authority - North Fort Myers Utility System No. 1 Replacement (SF 2246) (HF 1622).....	1,441,176
Florida Keys Aqueduct Authority Marathon Reverse Osmosis Facility (SF 2509) (HF 1657).....	10,000,000
Fort Myers Water Injection Well (SF 2220) (HF 2207).....	1,000,000
Fort Myers Water Treatment Plant Expansion (SF 2221) (HF 2209).....	1,250,000
Fort Pierce Inlet/Indian River Lagoon (IRL) Seagrass Restoration (SF 2140) (HF 2010).....	1,426,310
Fort Pierce Utility Authority - Relocating Wastewater Treatment Plant off of the Indian River Lagoon (SF 2136) (HF 0116).....	5,000,000
Frostproof - Wastewater Extension Septic to Sewer - Fir Avenue (SF 2801) (HF 0064).....	992,310
Grand Ridge Wastewater Extension to I-10 (SF 1923) (HF 0665).....	832,500
Greenacres - Swain Boulevard Sewer Extension - Phase 1 (SF 2333) (HF 0470).....	600,000
Gulfport Sanitary Sewer Repairs Project (SF 2481) (HF 0341).....	1,000,000
Haines City Lift Station Resiliency and Emergency Operational Improvements-Phase 1 (SF 2029) (HF 1811)....	1,406,466
Haines City Sewer Lift Station-22 Replacement and Associated Force-Main Upgrades (SF 2028) (HF 1810).....	2,500,000
Hallandale Beach Rehabilitation of Lift Station #5 and Force Main Project (SF 3214) (HF 2070).....	500,000
Hallandale Beach Rehabilitation of Lift Stations #10, #11 and #15 (SF 3215) (HF 2068).....	945,000
Hamilton County Lift Station - Us Hwy 129 (SF 2317) (HF 1658).....	750,000
Hernando County Hernando Beach Wastewater Resiliency Project (SF 2113) (HF 0495).....	500,000
Hialeah Gardens North District Drainage Improvements (SF 1479) (HF 1338).....	1,076,720
Hialeah Gardens South District Drainage Improvements (SF 1547) (HF 1339).....	350,000
Hialeah Wastewater Improvements- Basin 010 and PS 008 (SF 1294) (HF 0488).....	1,200,000
Highland Beach Climate Vulnerability/Clean Water Project - Lift Stations Rehabilitation (SF 1454) (HF 1867).....	250,000
Hillsboro Inlet District - Winch Acquisition (SF 1478) (HF 1344).....	95,000
Holly Hill Sewer Service Extension (SF 2155) (HF 2204)....	1,360,000
Homestead Pump Station #22 Upgrades (SF 1341) (HF 1517)...	1,500,000
Homestead Wastewater Treatment UV System Replacement (SF 1152) (HF 1518).....	500,000
Homosassa River Restoration Project (SF 3095) (HF 0675)...	4,000,000
Howey-in-the-Hills North Wells and Water Treatment Plant	

Agreement Initiation Form

Agreement Info

Agreement Number:	LPA0541
Project Title:	Holly Hill Sewer Service Extension
Grantee:	City OF Holly Hill
Award Amount:	\$1,360,000
Funding Source:	FDEP

Project Info

Answer the questions below and enter N/A for questions that do not apply to this project.

1) What is the estimated completion date for this project?		March - 2025	
2) What type of project delivery method will be used for this project?		Design-Bid-Build	
3) Is this project a continuation of a project for which there is already an agreement in place with DEP?		No	
4) If yes, what is the DEP Agreement Number?			
5) Is this project expected to receive State Revolving Fund (SRF) funding?		No	
6) Is the project geographically located within a DEP-approved Restoration Plan (i.e., Basin Management Action Plan or Reasonable Assurance Plan) area?		No	
7) If yes, what is the name of the Restoration Plan?			
The following link can be used as an interactive map to identify the BMAP status for the project: https://floridadep.gov/dear/water-quality-restoration/content/impaired-waters-tmdls-and-basin-management-action-plans			
8) If the project is geographically located within a Restoration Plan area, will the project be identified with a project number on the Statewide Annual Report?		No	
9) If yes, enter the Project Name and Unique ID from the Statewide Annual Report below.			
Project Name:	Holly Hill Sewer Service Extension	Unique ID:	SF 2155 HF 2204
The following link is for the Statewide Annual Report: https://floridadep.gov/dear/water-quality-restoration/content/statewide-annual-report			

Project Location

Indicate the municipal area (e.g., city of ___, town of ___, etc.), county, project coordinates (i.e. decimal degrees), and if the work will be performed on State-owned land.

Municipal Area:	City of Holly Hill
County:	Volusia
Project Coordinates:	Lat/Long (29.23548, -81.05934)
Will work be performed on State-owned land?	No

Project Background

The project background can be a brief summary (i.e., 3-6 sentences) that provides relevant information on the history and/or scope of the project. Identify: 1) what the water related issue is; 2) why the water related issue is a problem; 3) how the Grantee will provide a solution to the problem (i.e., the project); and 4) what water-related benefits will result from the completion of the project.

A new development has been proposed that will have up to 134 new residential units within the limits of Volusia County’s jurisdiction. There is no sewer service currently available to that location. As such, the City of Holly Hill proposes to extend an existing sewer main and affiliated laterals and connections to the development area. This project conforms to environmental considerations to favor municipal sewer connections over septic.

Project Description

Provide a brief summary (i.e., 2-4 sentences) that only details the work that will be completed and reimbursed with the grant funding provided under this Agreement. Indicate if this funding will result in a completed project.

The project includes extending a force main further west across Nova Road. This will be a run of approximately 1,500 linear feet of High Density Poly Ethylene (HDPE) force main installed by directional drill. The sewer service will be for a proposed development within a Volusia County jurisdictional area that will have a private lift station and pump sewer to the City of Holly Hill for treatment and disposal. The proposed zoning of the subject parcel will allow for up to 134 new residential units.

The design services will include an evaluation of the capacity at City of Holly Hill Lift Station Number 17 to determine if any upgrades are needed for the additional flow. If improvements are required, the design and permitting is not included within this project.

Will the funding provided in this agreement result in a fully completed project?

Yes

Project Benefits

Identify the estimated future benefits for the entire project. Enter N/A for the benefits that do not apply to this project.

Total Nitrogen Reduction (lb/yr):	N/A at this time
% Reduction Total Nitrogen (lb/yr):	N/A at this time
Total Phosphorus Reduction (lb/yr):	N/A at this time
% Reduction Total Phosphorus (lb/yr):	N/A at this time
Septic Tanks Addressed:	N/A at this time
Septic Systems Upgraded/Enhanced:	125 to 130

Tasks

Indicate the tasks below that apply to this project and will have costs reimbursed with the grant funding provided under this Agreement. For tasks that will not be funded under this agreement, select “No” and leave the corresponding questions blank.

Design and Permitting (and/or Preconstruction Activities)	Include this task in the Grant Work Plan?	
	Yes	
This task includes activities within the design phase that are necessary for the completion of the design. Design, permitting, and other preconstruction activities can be covered under this task. <u>Examples:</u> design, permits, geotechnical or topographic surveys, hydro-analysis, water modeling, etc.		
1) Provide a brief summary below of what will be designed under this task.		
The design phase will include the following line items: 1. Coordinate with Owner 2. Coordinate with the following Consultants: a. Surveyor b. Geotechnical Engineer 3. Evaluate force main size and the City of Holly Hill Lift Station Number 17 capacity 4. Prepare construction plans and specifications 5. Submit plans and specifications to the City for review at 60% and 90% completion 6. Incorporate City review comments into the bid documents 7. Apply for a Florida Department of Environmental Protection Wastewater Permit 8. Apply for Volusia County Right of Way Use Permit 9. Apply for Florida Department of Transportation Utility Permit		
2) Will other preconstruction activities (i.e., not design/permitting) be included within this task?		Yes
3) If yes, provide a brief summary below of the other preconstruction activities.		
Surveying, flow analysis of the sewer system evaluation of the capacity of the system.		
4) Will the work under this task be completed by a contractor/consultant?		Yes
5) If no, provide a brief summary below of how the work will be completed.		

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Bidding and Contractor Selection	Include this task in the Grant Work Plan?			
	Yes			
This task includes activities within the bid phase of the project. <u>Examples</u> : bidding services, public notices, pre-bid meetings, bid packages, etc.				
1) Will the contractor(s) for this project be selected through a competitive bidding process?	Yes			
2) If no, provide a brief summary below of how the contractor(s) will be selected.				
3) Will the work under this task be completed by a contractor/consultant?	Yes			
4) If no, provide a brief summary below of how the work will be completed.				

Project Management	Include this task in the Grant Work Plan?			
	Yes			
This task includes project management activities for this project. <u>Examples</u> : field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, project coordination and supervision, etc.				
1) Provide a brief summary below of the activities that will be performed under this task.				
A qualified engineering firm will review materials submittals, assist with project bidding, schedule meetings between the contractor, engineer and City of Holly Hill as well as perform inspections of work performed. Work will be done in coordination with City of Holly Hill staff.				
2) Will the work under this task be completed by a consultant/contractor?	Yes			
3) If no, provide a brief summary below of how the task will be completed.				

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Construction	Include this task in the Grant Work Plan?	
	No	
This task includes the construction or installation of water related infrastructure. <u>Examples:</u> replacement and/or installation of piping, extensions to water systems, improvements and/or upgrades to water treatment facilities, construction of lift stations, etc.		
1) Provide a brief summary below of what will be constructed under this task.		
An existing force main will be extended from 10 th Street in Holly Hill, under State Road 5A (Nova Road) and to the development area. This is anticipated to be an approximately 1,500 linear foot run of HDPE piping.		
2) Will materials or supplies for this task be directly purchased by the Grantee?		No
3) If yes, what is the estimated cost of the materials or supplies?		\$
4) If yes, provide a brief summary below of the materials or supplies that will be purchased.		
5) Will a Florida Licensed Professional Engineer be able to certify the work?		Yes
6) Will the work under this task be completed by a contractor/consultant?		Yes
7) If no, provide a brief summary below of how the work will be completed.		

Land Acquisition	Include this task in the Grant Work Plan?	
	No	
This task includes the purchase of land for acquiring interest and/or rights for real property (including access rights through ingress/egress easements, leases, license agreements or other site access agreements; and/or obtaining record title ownership of real property through purchase).		
1) Provide a brief summary below of the land that will be acquired/purchased under this task.		

2) Will the land acquisition be fee simple?	[Select Option]
3) If no, will the land acquisition be less than fee simple (e.g., conservation easement)?	[Select Option]

Equipment Purchase	Include this task in the Grant Work Plan?
	No
This task includes capital outlay costing \$5,000 or more per item that will be directly purchased by the Grantee and will not be permanently installed or constructed. <u>Examples</u> : portable generators, vacuum trucks, pumps etc.	
1) Provide a brief summary below of the equipment that will be completed under this task.	
2) Will the Grantee directly purchase the equipment from a vendor?	No
3) If no, provide a brief summary below of how the equipment will be purchased.	
4) Will installation and start-up be included in the equipment purchase?	No
5) If no, will there be construction or installation costs?	Yes
6) If yes, what will the estimated cost be for the construction or installation?	\$1,200,000

Connection to Central Sewer	Include this task in the Grant Work Plan?
	Yes
This task includes <u>ONLY</u>: laying laterals, connections, and septic abandonments (work typically done on private property by a plumbing contractor). This task <u>DOES NOT</u> include construction of a sewer system extension , which would be included in a “Construction” task. Proper abandonment of the septic systems will be required under this task.	
1) How many residential properties will be connected?	130-140
2) How many commercial properties will be connected?	0
3) Will materials or supplies for this task be directly purchased by the Grantee?	No

4) If yes, what is the estimated cost of the materials or supplies?	\$
5) Will the work under this task be completed by a contractor/consultant?	Yes
6) If no, provide a brief summary below of how the work will be completed.	

Study	Include this task in the Grant Work Plan?	
	No	
This task includes studies that are not connected to the design of a project or will be performed after the completion of a project. <u>Examples:</u> feasibility studies, environmental assessments, master plans, project evaluation study etc.		
1) Provide a brief summary below of the studies and list all activities that will be completed under this task.		
2) Provide a brief summary below of what type of final report/documentation will be submitted upon completion of this task and include the name of the report, if applicable.		
3) Will the work under this task be completed by a contractor/consultant?		No
4) If no, provide a brief summary below of how the work will be completed.		

Other	Include this task in the Grant Work Plan?	
	No	
This task includes activities that are not related to the previously listed tasks. These other activities may require a customized task to be included in the Grant Work Plan. <u>Examples:</u> site cleanup, site leases, muck dredging and spoil management, water conservation, etc.		
1) Provide a brief summary below of the other activities.		

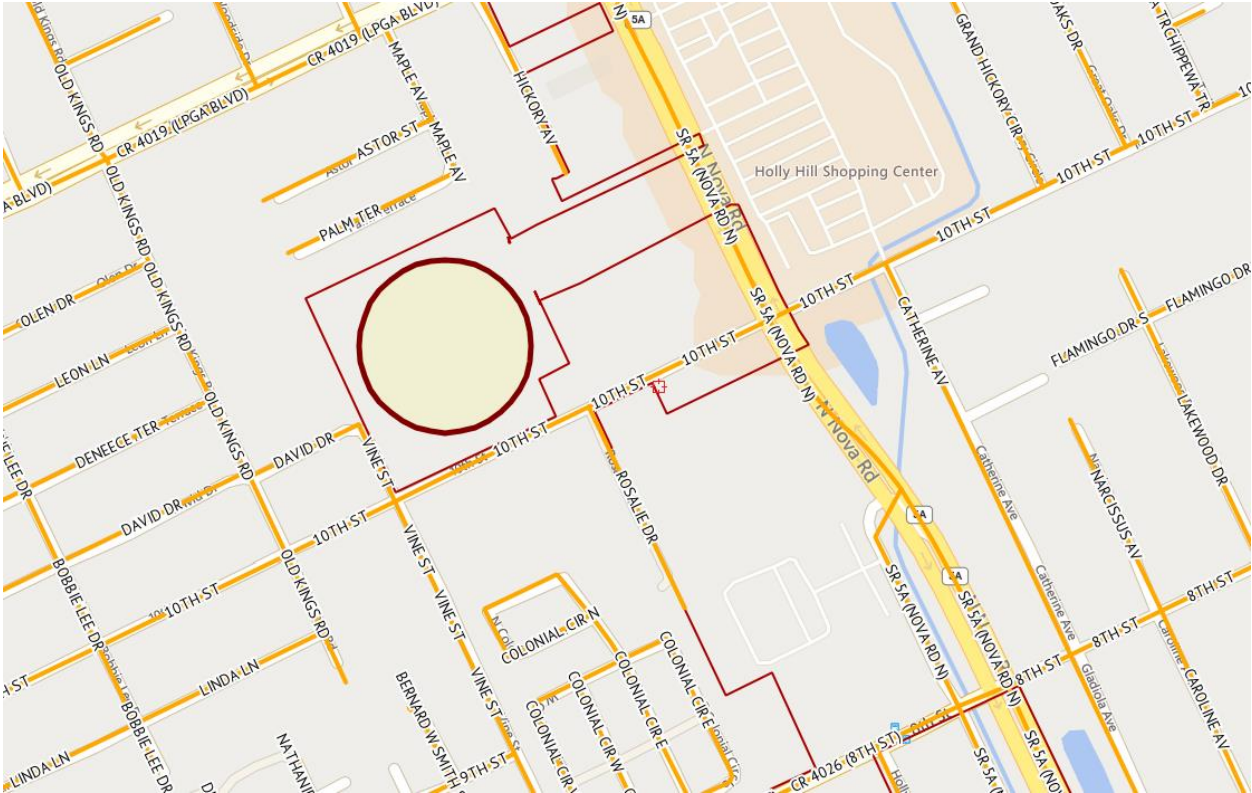
Project Timeline and Budget

Complete this table to summarize the timeline and budget for the tasks identified in the previous section. Use the dropdowns to select the task titles and enter the grant amounts that will be allocated to each task. All task start dates will reflect the grant reimbursement eligibility date of July 1, 2023 and the task end dates should reflect an estimated completion date for each task. Add or delete tasks as needed.

Task No.	Task Title	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	\$50,000	09/01/2023	03/31/2024
2	Bidding and Contractor Selection	\$5,000	05/01/2024	08/31/2024
3	Construction	\$1,305,000	10/01/2024	03/31/2025
Total:		\$1,360,000		

Location Map/Site Plan

Add a location map and/or site plan below if you would like them to be included in the Grant Work Plan.





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

5.5

**City Commission
Agenda Item**

MEETING DATE: August 22, 2023
FROM: Valerie Manning
SUBJECT: 2023-2024 Holiday Calendar
NUMBER: DOC-2023-10
APPLICANT:
PLANNER:

DISCUSSION:

Each year the City Commission authorizes the annual holiday calendar, which includes the staff recommended floating holiday.

STAFF RECOMMENDATION:

Approve as submitted by staff.

MOTION:

APPROVE THE ATTACHED 2023-2024 CITY HOLIDAYS CALENDAR.

- 2023-2024 City Holidays (PDF)



Valerie Manning <vmanning@hollyhillfl.org>

Payroll and Holiday Calendar FY2023-2024 - CM'S COMMENTS - AUGUST 22nd Agenda

Jeaneen Witt <jwitt@hollyhillfl.org>

Tue, Aug 8, 2023 at 10:02 AM

To: Valerie Manning <vmanning@hollyhillfl.org>

2023-2024 CITY HOLIDAYS

1	Thursday	23-Nov-23	Thanksgiving
2	Friday	24-Nov-23	Day after Thanksgiving
3	Monday	25-Dec-23	Christmas Holiday
4	Tuesday	26-Dec-23	Floating Holiday
5	Monday	1-Jan-24	New Years Day
6	Monday	15-Jan-24	Martin Luther King Day
7	Friday	29-Mar-24	Good Friday
8	Monday	27-May-24	Memorial Day
9	Thursday	4-Jul-24	Independence Day
10	Monday	2-Sep-24	Labor Day

Jeaneen Witt
Human Resources Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
(386) 248-9440
jwitt@hollyhillfl.org

[Quoted text hidden]

Attachment: 2023-2024 City Holidays (DOC-2023-10 : 2023-2024 Holiday Calendar)



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

**City Commission
Ordinance**

MEETING DATE: August 22, 2023
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately .83 Acres Identified as Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of N Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**

NUMBER: 2023-O-3063
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This request is to annex parcels totaling approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and the City of Holly Hill and are more specifically known as 1872 N Nova Road and 1888 N Nova Road. (Refer to aerial / location map.) This application precedes a comprehensive plan amendment (CPA-2023-03) and a Rezone (RZ-2023-02).

BACKGROUND:

The parcel known as 1872 N Nova Road contains a building that is approximately 1,250 square feet in size and used as an office. While 1888 N Nova Road is a vacant property. The applicant has submitted a petition for voluntary annexation into the City of Holly Hill.

DISCUSSION:

Florida Statutes Section 171.044 shows the requirements for voluntary annexation. The parcels are contiguous to the City limit and are under common ownership. The annexation will result in a City limit that is reasonably compact and does not create an enclave. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and rezone. The proposed comprehensive plan map amendment requests General Commercial future land use, and the proposed rezone requests CC-1 (Corridor Commercial), which is consistent with the abutting properties in the City of Holly Hill.

FINANCIAL**IMPACTS:**

A minor increase in taxable value is expected.

RECOMMENDATION OF THE BOARD OF PLANNING AND APPEALS:

At its meeting on August 7, 2023, the Board of Planning and Appeals unanimously recommended approval of this requested annexation.

Prior to 2nd reading, documentation will be sent to the County of Volusia for their comments, if any, and newspaper ads will be placed.

RECOMMENDATION:

Staff Recommends the City Commission annex parcels totaling approximately .83 acres, along with the adjacent rights of way, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

ATTACHMENTS:

- Aerial Map (PDF)
- Survey (PDF)
- Annexation Consent and Petition (PDF)
- EXHIBIT B - Property Map (PDF)
- PA Info Card - 1872 N Nova Rd (PDF)
- PA Info Card - 1888 N Nova Rd (PDF)

Ordinance No. 2023-3063

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY .83 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0291 AND 4242-31-01-0290 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY .83 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0291 AND 4242-31-01-0290 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, LFC Holdings FC LLC, owner of the real property described herein; and

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

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

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

WHEREAS, the map attached hereto as Exhibit B shows the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, Exhibit A is the legal description of the property which is proposed to be annexed into the City of Holly Hill.

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

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

LEGAL DESCRIPTION: See Attached Exhibit A.

(Tax Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290, and the adjacent rights-of-way of N Nova Road and Old Kings Road)

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

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

SECTION 4. That upon approval on first reading, the City Clerk is hereby

directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

APPROVED AND AUTHENTICATED on the 22nd day of AUGUST 2023 for first reading.

EXHIBIT A LEGAL DESCRIPTION

Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290

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

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°%D48'33"E FOR A DISTANCE OF 180 FEET TO POINT OF BEGININNG, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30,

BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 95 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 29; THENCE N25°48'33"W FOR A DISTANCE OF 75 FEET TO THE NORTHEASTERLY CORNER OF LOT 29, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 100 FEET TO THE EASTERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 20 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 30, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NUMBER: 4242-31-01- 0291

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

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

PARCEL NO. 4242-31-01-0290

Aerial of 1888 and 1872 N Nova Road

1888 includes the small triangular parcel on the east side of N Nova Road



LEGAL DESCRIPTION:

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

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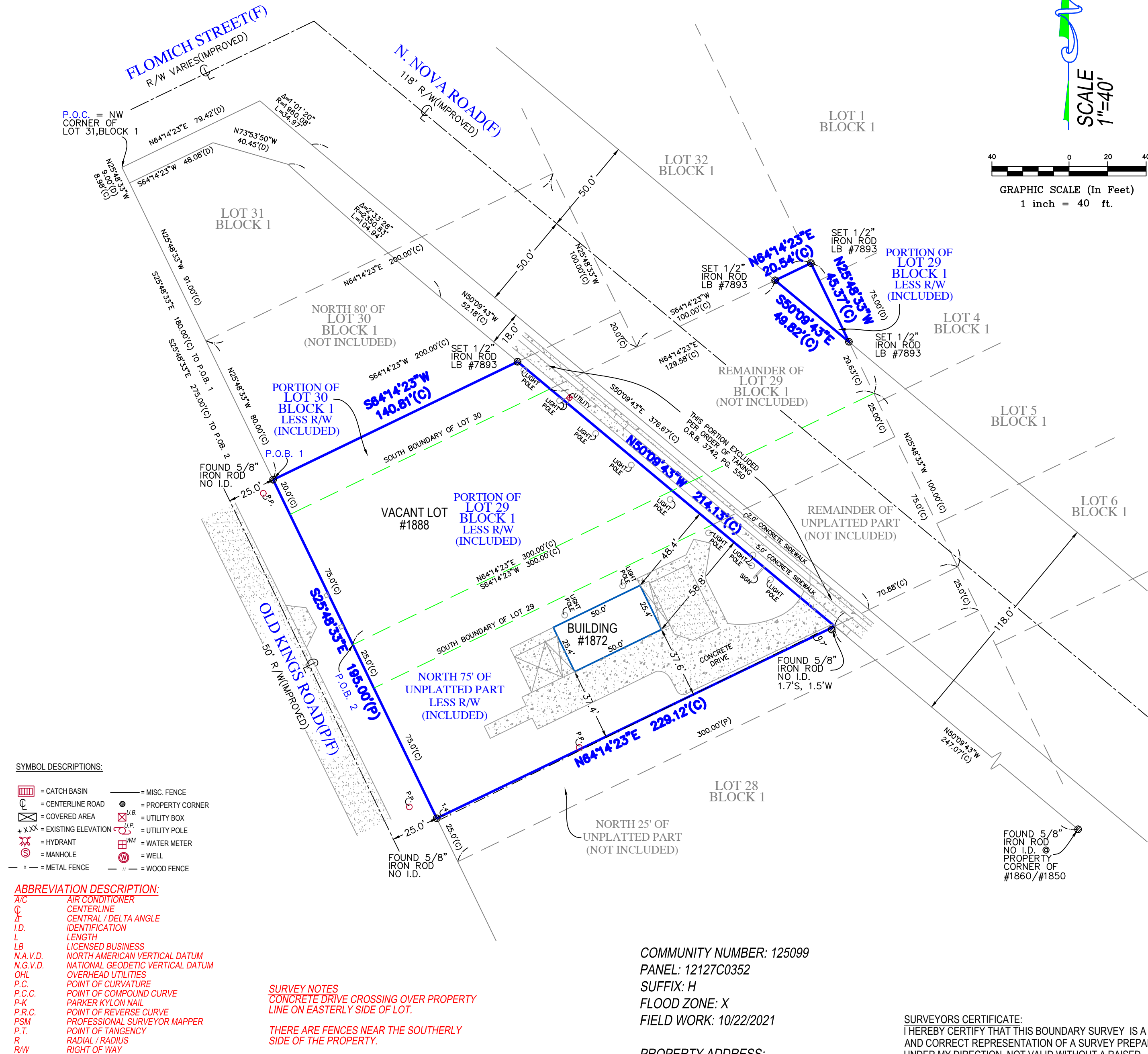
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CERTIFIED TO:
COVENANT CLOSING & TITLE SERVICES

REVISIONS:
4/3/23 - ADDED MEETS AND BOUNDS

PAGE 1 OF 1

BOUNDARY SURVEY



COMMUNITY NUMBER: 125099
PANEL: 12127C0352
SUFFIX: H
FLOOD ZONE: X
FIELD WORK: 10/22/2021

PROPERTY ADDRESS:
1888/1872 NORTH NOVA ROAD
DAYTONA BEACH, FL 32117

SURVEY NUMBER: 508618

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) _____
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

LB #7893
SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

TARGET
SURVEYING, LLC

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNRECORDED PORTIONS OF EASEMENTS, FOUNDATIONS OR OTHER ENCUMBRANCES ARE NOT SHOWN ON THE PLAT.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.

6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) ELEVATIONS ARE BASED UPON N.G.V.D. UNLESS OTHERWISE NOTED.
8) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF IMPROVEMENTS OVER SCALED POSITIONS.

CITY OF HOLLY HILL

Community Development Department
1065 Ridgewood Avenue, Holly Hill, FL 32117

(386) 248-9442
www.hollyhillfl.org

PETITION/CONSENT FOR ANNEXATION

For Planning Department Use

Application Number

Date Submitted

APPLICANT INFORMATION

This application is being submitted by: ☐ Property Owner ☒ Agent on behalf of Property Owner*

Name Cobb Cole/Jessica L. Gow, Esquire

Full Address 149 S. Ridgewood Avenue, Suite 700 Daytona Beach, FL 32114

Telephone 386/323-9225

Email

Jessica.Gow@CobbCole.com

* If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION**

Name LFC Holdings FC, LLC

Full Address 39 Audobon Lane, Flagler Beach, FL 32136

Telephone 386/323-9225

Email

Jessica.Gow@CobbCole.com

** If the property owner does not reside on the property for which the application refers, please provide the following details.

PROPERTY DETAILS***

Full Address 1872 and 1888 N. Nova Road, Daytona Beach, FL 32117

Parcel ID Number 4242-31-01-0290 and 4242-31-01-0291

Subdivision

Legal Description

See attached.

Total Acreage

Present Use of Property

Verdego Landscape and Verdego Parking Lot

Number of Residents On Site (if applicable)

N/A

Attachment: Annexation Consent and Petition (2023-O-3063 : Annexation - 1872 and 1888 N Nova Road)

PROPERTY DETAILS(continued)

Existing Structures Located On Site	building on 1872 - 1888 is vacant
County Future Land Use Designation	MXZ
Assessed Property Value	See Attached Property Appraiser Cards
Taxable Value	See Attached Property Appraiser Cards

***Proof of property ownership must be included with this Petition/Consent for Annexation.

REQUEST

Reason for Request	Please see attached cover letter
--------------------	----------------------------------

CERTIFICATION

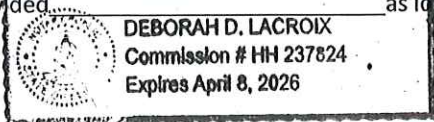
I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize the City of Holly Hill Staff to visit my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all of the required information is not provided, my application will be continued to the next regularly scheduled meeting.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Signature: _____

Jessica L. Gow, Esquire

The foregoing instrument was acknowledged before me this June 20, 2023 day of June 20, 2023, by Jessica L. Gow, Esquire as Attorney (title*) for LFC Holdings FC LLC (name of corporation*), who () provided _____ as identification, or (X) who is personally known to me.



Deborah D. Lacroix
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Attachment: Annexation Consent and Petition (2023-O-3063 : Annexation - 1872 and 1888 N Nova Road)

**EXHIBIT B
PROPERTY MAP**



Attachment: EXHIBIT B - Property Map (2023-O-3063 : Annexation - 1872 and 1888 N Nova Road)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194802

Parcel ID: 424231010290

LFC HOLDINGS FC LLC

1872 N NOVA RD, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3194802
Parcel ID:	424231010290
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0290
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1872 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1700 - OFFICE 1 STORY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO LANDSCAPE
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1872 N Nova Rd (2023-O-3063 : Annexation - 1872 and 1888 N Nova Road)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194811

Parcel ID: 424231010291

LFC HOLDINGS FC LLC

1888 N NOVA RD, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3194811
Parcel ID:	424231010291
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0291
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1888 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1000 - VACANT COMM
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO-PARKING LOT
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1888 N Nova Rd (2023-O-3063 : Annexation - 1872 and 1888 N Nova Road)



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

**City Commission
Ordinance**

7.2

MEETING DATE: August 22, 2023
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium of the Issuance of Building Permits for Fences in Excess of Four (4) Feet in Height Parcels of Real Property that Abut Silver Beach Drive to the East and Riverside Drive to the West; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2023-O-3064
APPLICANT: Brian Walker
PLANNER:

DISCUSSION:

At the direction of the City Commission, staff is bringing forth an emergency ordinance to place a 6-month moratorium on permits allowing the erection of fences over 4 feet in height for the 9 double frontage lots between Silver Beach Drive and Riverside Drive.

Currently Code Section 114-724 titled “Fence location for corner and double front lots” states that “Fences or walls that are located at the rear of the principal structure on double front lots are permitted to a height of six feet, provided that they are located no less than ten feet from that property line.”

A double front lot is a lot that is sandwiched between two streets.

A question has developed with regard to determining which is the front yard, and which is the rear yard. In this type of situation, the City’s land development regulations do not provide guidance in making this determination. However, typically the front yard is the yard which abuts the street to which the home is addressed. For the 9 homes in question this is Riverside Drive. Usually, this would mean that Silver Beach Drive is considered the rear yard, and fences would be permitted to a height of 6 feet provided that they are located no less than ten feet from the property line. However, in this location the issue is not so clear cut, because while the homes are addressed to Riverside Drive, the “functional front” of the home is on Silver Beach Drive. Meaning that the driveway and entrance to the homes is on Silver Beach Drive. And when traveling along Silver Beach Drive, most would be under the impression that the front of the homes abut Silver Beach Drive.

Since the City’s land development regulations do not provide guidance in determining which is the front yard, and which is the rear yard, the decision has been left up to the homeowner. This creates inconsistency in determining where fences over 4 feet can be placed. The City does not desire to see 6-foot fences along Riverside Drive but fences at that height also appear out of

place and are aesthetically questionable along Silver Beach Drive. Some homeowner's in the area have voiced strong concerns about this situation.

The issue of where, if at all, fences over 4 feet in height can be placed in this area, needs to be carefully looked into and the thoughts of the neighbors need to be ascertained. In order to allow time to adequately address the issue, a moratorium on fences over 4 feet in height is being requested.

Staff recommends, the City Commission approve the emergency ordinance to place a 6-month moratorium on the issuance of building permits for fences over 4 feet in height for the 9 homes on the double frontage lots between Silver Beach Drive and Riverside Drive.

Ordinance No. 2023-3064

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A SIX (6) MONTH MORATORIUM OF THE ISSUANCE OF BUILDING PERMITS FOR FENCES IN EXCESS OF FOUR (4) FEET IN HEIGHT PARCELS OF REAL PROPERTY THAT ABUT SILVER BEACH DRIVE TO THE EAST AND RIVERSIDE DRIVE TO THE WEST; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

EMERGENCY ORDINANCE 3064

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A SIX (6) MONTH MORATORIUM OF THE ISSUANCE OF BUILDING PERMITS FOR FENCES IN EXCESS OF FOUR (4) FEET IN HEIGHT PARCELS OF REAL PROPERTY THAT ABUT SILVER BEACH DRIVE TO THE EAST AND RIVERSIDE DRIVE TO THE WEST; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has fence regulations which have varying height restrictions of the fence based on whether the fence is in the front, side or rear yard; and

WHEREAS, due to unique location of certain properties in the City, hereinafter described, that have public streets abutting the property lines, the City's current fence regulations do not reasonably apply to said properties and do not carry out the City's purpose and intent of the City's fence regulations; and

WHEREAS, pursuant to Florida Statute Section 166.041(3)(b) the City can adopt an emergency ordinance by a two-thirds vote of the Commission as long the ordinance does not amend the zoning map or the list of permitted, conditional or prohibited uses; and

WHEREAS, the City Commission believes that a six (6) month moratorium on

building permits for a fence in excess of four (4) feet in height in the designated area hereinafter described is necessary to allow the City to adopt appropriate fence regulations for such unique circumstances.

**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 adopts a six (6) month moratorium from the effective date of this Ordinance on the issuance of any fence permit, including for a replacement fence, for a fence in excess of four (4) feet in height in the following described area: Those parcels of property with Silver Beach Drive abutting to the East and Riverside Drive abutting to the West.

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 22nd day of AUGUST, 2023
for first and only reading. (Emergency Ordinance only requires one hearing)**



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: August 22, 2023
FROM: Brian Walker
SUBJECT: **VARIANCE – 1438 Riverside Drive - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-1 (Single-Family) Zoning District be a Minimum of Ten-Foot (10') from the Side Property Line. Such Request is Made in Order to Build a New Home on a Lot that is Substandard with Regard to Width. the Property is Located on the West Side of Riverside Drive Approximately 130 Feet South of 15Th Street and More Specifically Known as 1438 Riverside Drive.**

NUMBER: (ID # 4241)
APPLICANT: Caralea Sanders
PLANNER: Brian Walker

INTRODUCTION:

VARIANCE - 1438 Riverside Drive - Request a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-1 (Single-Family) zoning district be a minimum of ten-feet (10') from the side property line. Such request is made in order to build a new home on a lot that is substandard with regard to width. The property is located on the west side of Riverside Drive approximately 130 feet south of 15th Street and more specifically known as 1438 Riverside Drive; V-2023-02 (Caralea Sanders, Applicant) (Brian Walker, Community Development Director).

When this item went to the Board of Planning and Appeals on August 7th, the applicant was also requesting a height variance from 30 feet to 35 feet, however, that request has since been withdrawn and this variance request concerns only the side yard setback.

BACKGROUND:

- The parcel is part of the Elizabeth Raulerson's Subdivision Plat, approved in January of 1900 and filed in Map Book 2 Page 108 aka Book 17 Page 95.
- The lot contains a structure originally built in 1920, listed as a single-family bungalow by the Volusia County Property Appraiser.
- The property is zoned R-1 (Single-Family), and has a Low Density Single-Family Residential future land use.

DISCUSSION:

The property under consideration is zoned R-1 which requires that the property be a minimum of 90 feet wide. However, the property is only 40 feet wide. Staff has researched the parcel, and spoken with the Property Appraiser's Office in an effort to find out why the property is so narrow and when it was created. A definite answer could not be obtained. However, it is thought that the parcel was broken off of the parcel it abuts to the south sometime in the mid-1960s, creating two non-conforming parcels. It is staff's opinion that the lot was created prior to the adoption of the City's Land Development Regulations. Additionally:

1. Between Walker Street and 15th Street, the west side of Riverside Drive contains 21 parcels. Only two of these meet the 90-foot minimum lot width requirement.
2. The lots in this area of Riverside Drive, were platted at 100-foot-wide lots although very few are near that width today.

The applicant would like to remove the old structure on the property, and build a new house. Given that the parcel is undersized with respect to width, they do not feel that the side yard setbacks can be reasonably met and have applied for a variance to allow 5-foot setbacks instead of the required 10 feet.

Should the variance be approved, the applicant will be permitted to build a home with 5-foot side yard setbacks. In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA	No.	1:
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That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:

The parcel was created sometime prior to the adoption of the City's land development regulations and is substandard with regard to width.

Criteria met? Yes

CRITERIA	No.	2:
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That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:

The circumstances that make the variance request necessary, were created prior to the City adopting its Land Development Regulations in 1993, and were not the result of the applicant's actions.

Criteria met? Yes

CRITERIA	No.	3:
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That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:

Granting the variance will not confer a special privilege on the applicant. The applicant requests the variance in order to build a new home which is permitted on all properties in the R-1 zoning district. All substandard properties created prior to the adoption of the City's land development regulations can apply for a variance.

Criteria met? Yes

CRITERIA	No.	4:
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That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:

A literal interpretation of the provisions of this subpart would require that the applicant build a home not more than 20-feet wide. This would be an unnecessary and undue hardship on the applicant.

Criteria met: Yes

CRITERIA	No.	5:
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That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:

Granting the variance will allow the applicant to build a home 30 feet wide instead of 20 feet wide. Requesting a thirty-foot-wide home is the minimum variance necessary to make possible the reasonable use of the land.

Criteria met? Yes

CRITERIA	No.	6:
----------	-----	----

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:

Granting the variance is in harmony with the general intent and purpose of the Comprehensive

Plan and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Criteria met? Yes

FINDINGS **OF** **FACT:**

Staff finds that the applicant has met all of the criteria as stated above to grant the requested variance.

ADDITIONAL **INFORMATION:**

Sec. 82-320. - Expiration.

A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

STAFF **RECOMMENDATION:**

Staff recommends approval of a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-1 (Single-Family) zoning district be a minimum of ten-feet (10') from the side-yard property line, and instead provide 5-foot side-yard setbacks, for property located on the west side of Riverside Drive approximately 130 feet south of 15th Street and more specifically known as 1438 Riverside Drive.

- Application (PDF)
- Plat (PDF)
- Property ID Card (PDF)
- Survey (PDF)
- Maps (PDF)



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

HOLLY HILL RECEIVED V# _____
 JUN - 5 2023
 COMM. DEV. DEPT.

Permit # 23-113

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE
 DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY

PARCEL ID #: 424305000053			
ADDRESS: 1438 Riverside Dr Holly Hill, FL, 32117			
TOTAL ACREAGE: 0.28 (Road side)		USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-RESIDENTIAL	
ZONING: R-1		FUTURE LAND USE: LDR	
TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☐ ADDITION ☒ SINGLE FAMILY HOME			
DESCRIPTION OF STRUCTURE: Single-family home			
TYPE OF VARIANCE:	☐ FRONT YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☒ SIDE YARD SETBACK	REQUIRED: 10 FT.	PROPOSED: 5 FT.
	☐ SIDE STREET SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ REAR YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ MINIMUM LOT SIZE	REQUIRED: _____ SQ. FT.	ACTUAL: _____ SQ. FT.
	☐ WIDTH AT BUILDING	REQUIRED: _____ FT.	ACTUAL: _____ FT.
	☒ HEIGHT	REQUIRED: _____ FT.	PROPOSED: 35 Ft (ROOF) House
IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT?			☐ YES ☒ NO New build.
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT?			☐ YES ☒ NO

Attachment: Application (4241 : 1438 Riverside Drive Variance)

OWNER

NAME: Caralea Sanders	COMPANY:
ADDRESS: 1438 Riverside dr	
CITY: Holly Hill	STATE: FL ZIP: 32117
PHONE: 386-233-8585	EMAIL: Susi.Sanders@hotmail.com

V# _____



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

AGENT/CONSULTANT

NAME:	COMPANY:		
ADDRESS:	N/A		
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		

APPLICATION TYPE/FEE

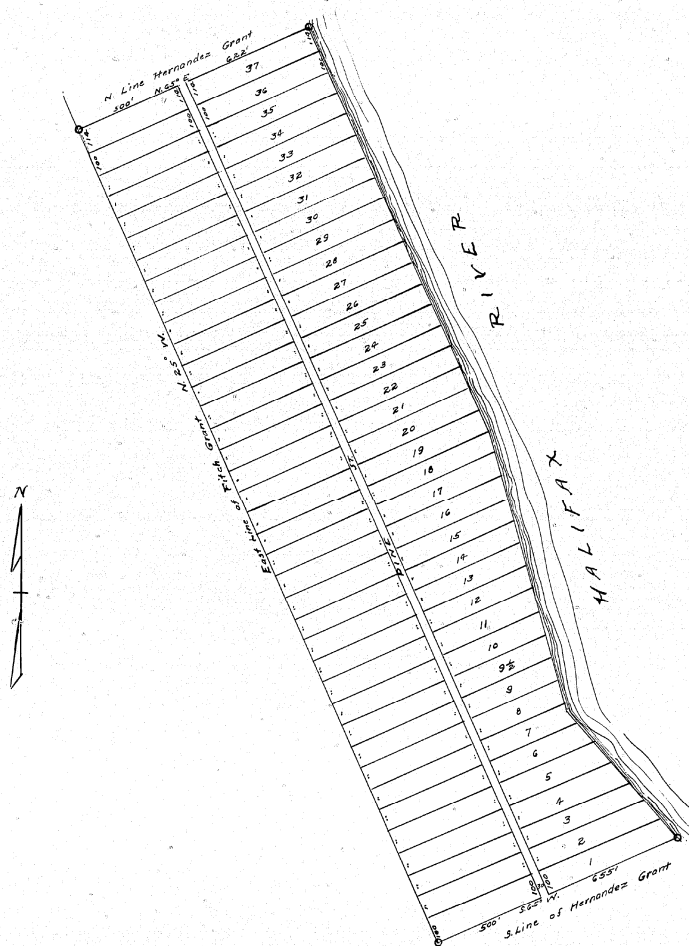
☒ VARIANCE – RESIDENTIAL	\$350.00 PER VARIANCE
☐ VARIANCE – COMMERCIAL	\$500.00 PER VARIANCE

ATTACHMENT CHECKLIST

☐ APPLICATION
☐ APPLICATION FEE
☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.
☐ QUESTIONNAIRE
☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
☐ PHOTOGRAPHS, IF DESIRED

Attachment: Application (4241 : 1438 Riverside Drive Variance)

BOOK 17 PAGE 25



STATE OF FLORIDA
 COUNTY OF VOLusia
 Filed for record in Office of
 the Clerk of Circuit Court on
 the 9 day of January A.D. 1901
 Saml. D. Jordan
 Clerk Circuit Court

ELIZABETH RAULERSON'S SUBDIVISION
 OF THE J.M. HERNANDEZ GRANT SEC. 43
 T. 14S. R. 32E.

ALL LOTS EXCEPT THE NORTH LOT ARE 100' WIDE AND
 EXTEND FROM EAST TO WEST SIDE OF SAID GRANT.

SCALE: 5 CHAINS = 1 INCH

SAID SUBDIVISION MADE IN JANUARY 1900
 BY W. A. McBRIDE

DEC. 22, 1900

A TRUE COPY OF MAP
 IN
 MAP BOOK 2 PAGE 108

CIV. ENGINEER
 BY Wm. A. McBRIDE
 Deputy



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3216377

Parcel ID: 424305000053

SANDERS CARALEA

1438 RIVERSIDE DR, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3216377
Parcel ID:	424305000053
Township-Range-Section:	14 - 32 - 43
Subdivision-Block-Lot:	05 - 00 - 0053
Owner(s):	SANDERS CARALEA - FS - Fee Simple - 100%
Mailing Address On File:	1438 RIVERSIDE DR HOLLY HILL FL 32117 2326
Physical Address:	1438 RIVERSIDE DR, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2224
Business Name:	
Subdivision Name:	MCBRIDE HERNANDEZ GRANT
Homestead Property:	No

Attachment: Property ID Card (4241 : 1438 Riverside Drive Variance)

LEGAL DESCRIPTION

E 300 FT OF N 25 FT OF LOT 5 & S 15 FT OF LOT 6 &
RIP RIGHTS MCBRIDE SUB HERNANDEZ GRANT MB 2 PG 108
PER OR 5189 PG 1326

CONTAINING 9,996.61 S.F. MORE OR LESS (AS SURVEYED).

PROPERTY ADDRESS: 1438 RIVERSIDE DRIVE, HOLLY HILL,
FLORIDA 32117

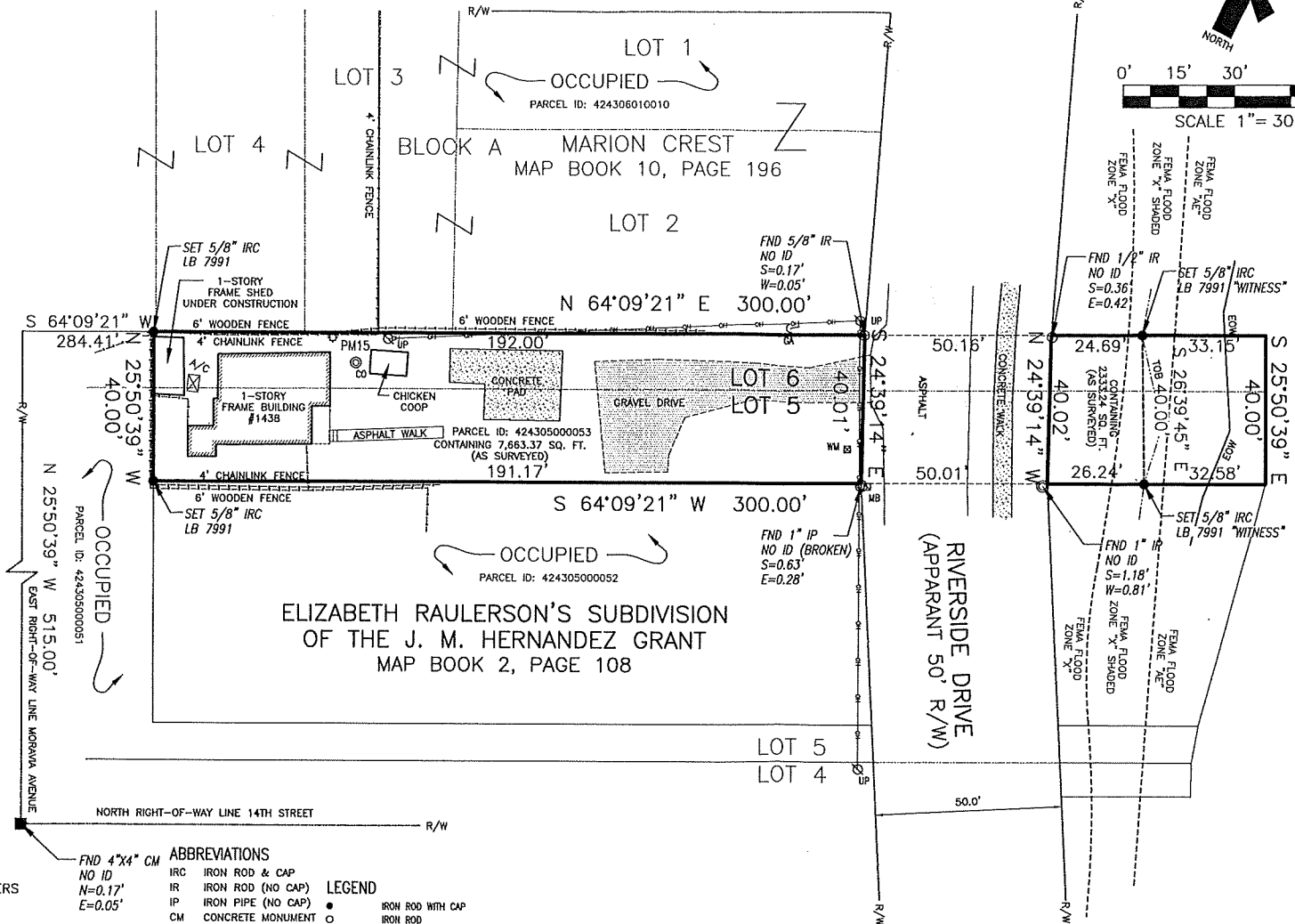
SURVEYOR'S NOTES:

1. THE LEGAL DESCRIPTION AS SHOWN HEREON WAS TAKEN
VERBATIM FROM OFFICIAL RECORDS BOOK 8331, PAGE 2768, AS
RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. BEARINGS BASED ON GPS/RTK OBSERVATIONS, WITH THE BEARING
OF N 64°09'21" E BEING THE SOUTHERLY LINE OF THE MARION
CREST SUBDIVISION.
3. HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83),
FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES
SHOWN HEREON ARE GROUND DISTANCES.
4. VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988
(NAVD88) AS REFERENCED TO A LOCAL BENCHMARK PUBLISHED BY
NATIONAL GEODETIC SURVEY.
5. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP
(F.I.R.M.) ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), ZONE "X"
SHADED (0.2 PER CENT ANNUAL CHANCE FLOOD HAZARD) AND ZONE
"AE" (BASE FLOOD ELEVATION - 5) MAP NUMBER 12127C0218K,
EFFECTIVE DATE SEPTEMBER 29, 2017.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR
OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND
IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NO TITLE
WORK HAS BEEN PROVIDED TO THE UNDERSIGNED FOR THIS PARCEL
OF LAND OR ADJACENT PARCELS.
7. UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN
HEREON.
8. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON MARCH 10,
2023.
9. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.
10. NO LANDSCAPING AND/OR WETLANDS LOCATED OR SHOWN AS
PART OF THIS SURVEY.
11. THE PURPOSE OF THIS SURVEY WAS TO SHOW THE PROPERTY
GEOMETRY AS DEFINED BY THE LEGAL DESCRIPTION SHOWN ON THE
FACE OF THIS SURVEY, TO SHOW EXISTING CONDITIONS AND LOCATE
ON-SITE MAJOR IMPROVEMENTS RELATIVE TO THE OCCUPIED PLATTED
BOUNDARY.
12. ALL FENCES SHOWN HEREON ARE IN POOR CONDITION AND THE
LOCATIONS OF SAID FENCES SHOULD BE CONSIDERED APPROXIMATE.

I HEREBY CERTIFY THAT THIS
SURVEY MEETS THE STANDARDS OF
PRACTICE AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL
LAND SURVEYORS PER CHAPTER
5J-17.050 THRU 17.053, FLORIDA
ADMINISTRATIVE CODE.

CERTIFIED TO:
CARALEA SANDERS

KENNETH J. KUJAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



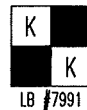
ABBREVIATIONS

IRC IRON ROD & CAP
IR IRON ROD (NO CAP)
IP IRON PIPE (NO CAP)
CM CONCRETE MONUMENT
FND FOUND
ID IDENTIFICATION
LB LICENSED BUSINESS
CO CLEANOUT
WM WATER METER
GA GUY ANCHOR
R/W RIGHT OF WAY
TOB TOP OF BANK
A/C AIR CONDITIONER
EOW EDGE OF WATER

LEGEND

IRON ROD WITH CAP
IRON ROD
IRON PIPE
CONCRETE MONUMENT
WATER METER
WAL BOX
UTILITY POLE
GUY ANCHOR
CLEAN OUT
EXISTING CONCRETE
EXISTING ELEVATION

NOTE: SEE SHEET 2 FOR BOUNDARY DETAILS AND TOPOGRAPHIC INFORMATION



KUJAR SURVEYING & MAPPING, LLC

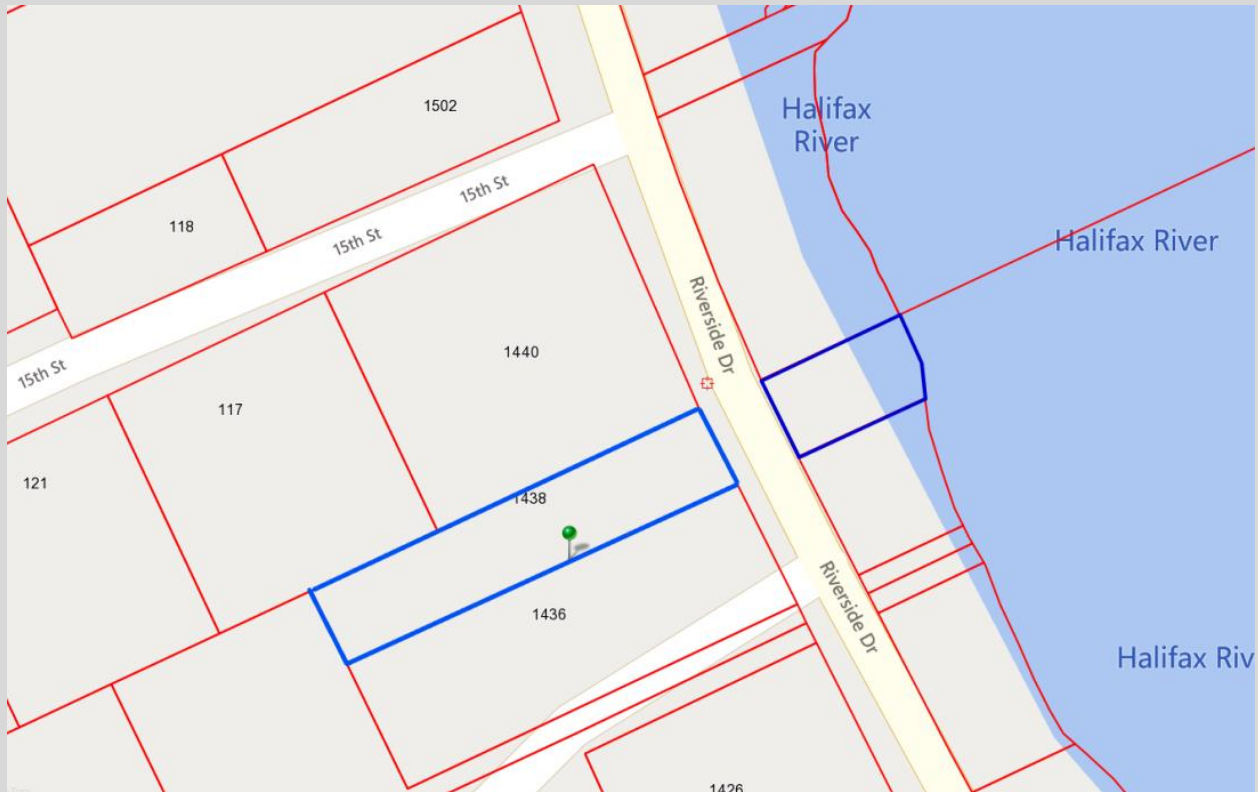
1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 WWW.KUJARSURVEYING.COM

© 2022 KUJAR SURVEYING & MAPPING, LLC

MAP OF SURVEY

DATE: MARCH 20, 2023
PROJECT: K23024
FILE: K23024 WORKSHEET.DWG
FIELD BOOK: JS PAGE: 58
SHEET 1 OF 2 1" = 30'

Attachment: Survey (4241 : 1438 Riverside Drive Variance)

Location Map – Property is outlined in blue**Close up aerial of the property**

Blow out aerial



Looking west at front of the property.

