

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

AGENDA • AUGUST 26, 2025

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City Commission Chamber

Regular City Commission Meeting

6:00 PM

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CITY HALL  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FL 32117

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



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

### CITY COMMISSION MEMBERS

**Mayor**  
John Penny

**District 1 - Commissioner**  
Debra Snow

**District 3 - Commissioner**  
Jeffrey DeLanoy

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**District 2 - Commissioner**  
Penny Currie

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**District 4 - Commissioner**  
Roy Johnson

**CITY MANAGER**  
Joseph Forte

**CITY CLERK**  
Valerie Manning

**1. CALL TO ORDER**

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson
- c. Pledge of Allegiance

**2. PUBLIC COMMENTS**

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

**3. APPROVAL OF MINUTES - NONE****4. CONSENT AGENDA - ITEMS ( 1 - 2 )**

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

1. Resolution -2025-R-64 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Volusia County Contract # ITB 23-B-151HO with CFB Outdoors, Inc., and Authorizing the City Manager to Execute Any Agreements with CFB Outdoors, Inc., Providing for Severability and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

2. Resolution -2025-R-65 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Memorandum of Agreement Between the City of Holly Hill and the Florida Department of Transportation for the Maintenance of State Highway Rights-Of-Way by the City; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

**5. REGULAR AGENDA - NONE****6. PUBLIC HEARINGS**

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

Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. 537 Dorothy Avenue - Request for Special Accommodation to Utilize a Porch that Extends Approximately 8 Feet into the Front Yard Setback at 537 Dorothy Avenue  
(Requested by Brian Walker, Board of Planning and Appeals)

## 7. COMMUNICATIONS

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

## 8. ADJOURNMENT

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

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



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



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

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



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

**City Commission  
Resolution**

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**MEETING DATE:** August 26, 2025  
**FROM:** Michele Moore  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Volusia County Contract # ITB 23-B-151HO with CFB Outdoors, Inc., and Authorizing the City Manager to Execute Any Agreements with CFB Outdoors, Inc., Providing for Severability and Providing for an Effective Date.  
**NUMBER:** 2025-R-64  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City of Holly Hill, Florida, has ongoing needs for professional tree maintenance services including pruning, tree removal, stump grinding, hanging limb removal, and associated landscaping services. These services are essential to maintaining public safety and preserving the community aesthetic of City owned properties, parks and right-of-way.

Over the past year, the City has obtained quotes for tree services from vendors on an as-needed basis. However, staff has determined that the quoted prices have been consistently higher than the pricing outlined in Volusia County's competitively awarded tree services contract.

CFB Outdoors, Inc., (Contractor) was awarded ITB #23-B-151HO - Bid for Tree Services (Agreement) by Volusia County following a formal and competitive procurement process. The contract is effective from December 1, 2023 through November 30, 2026, and includes fixed unit pricing for a broad range of tree services.

City staff has reviewed the Volusia County contract and confirmed that the scope of services and pricing offered by CFB Outdoors, Inc., are favorable and align with the City's operational needs. By piggybacking onto this agreement, the city can secure lower, pre-negotiated rates compared to those currently available through independent quotes. The agreement with CFB Outdoors Inc., is attached as Exhibit A.

Additionally, a signed document from CFB Outdoors, Inc., confirming their consent to allow the City of Holly Hill to piggyback the Volusia County agreement is attached as Exhibit B.

Staff recommends that the city piggyback this agreement to obtain more cost-effective, timely, and consistent tree maintenance services for both routine needs and emergency response situations.

**Current City of Holly Hill Purchasing Manual:**

Policy 2.39 Other Government Entities' Contracts States:

“The City may utilize (piggy-back) any other government entity’s open contract that has been competitively bid and awarded to the lowest responsive, responsible bidder meeting the specifications, in accordance with City Purchasing Regulations.”

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing. Under this approach, a public purchaser solicits competitive sealed bids, enters into a contract, and allows other public agencies to purchase from the same vendor under identical terms and conditions. This cooperative process enables smaller agencies to benefit from pricing advantages secured by larger purchasers and reduces administrative time and costs with independent procurement (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into

by Volusia County is the most economically advantageous way for the city to procure tree services.

**FISCAL ANALYSIS:**

There are no annual fees associated with maintaining a piggyback agreement for tree maintenance services. The City will utilize this contract on an as-needed basis for tree pruning, removal, stump grinding, hanging limb removal, and related landscape services. Utilizing the Volusia County contract will provide cost savings over previous quotes received by the City.

**STAFF RECOMMENDATION:**

That the City Commission approve the Resolution as submitted by staff.

**COMMISSION GOAL:**

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

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

**MOTION:**

**APPROVE THE PIGGYBACK OF THE VOLUSIA COUNTY CONTRACT ITB #23-B-151HO WITH CFB OUTDOORS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH CFB OUTDOORS, INC.**

**ATTACHMENTS:**

- Exhibit A Volusia County ITB #23-B-151HO (PDF)
- Exhibit B COHH Agreement with CFO Outdoors, Inc. (PDF)

**Resolution No. 2025-64****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE VOLUSIA COUNTY CONTRACT # ITB 23-B-151HO WITH CFB OUTDOORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH CFB OUTDOORS, INC., 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 THE VOLUSIA COUNTY AGREEMENT ITB 23-B-151HO WITH CFB OUTDOORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH CFB OUTDOORS, INC., PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Holly hill, Florida, has ongoing needs for professional tree maintenance services including pruning, tree removal, stump grinding, hanging limb removal, and associated landscaping services; and

**WHEREAS**, such services are necessary to ensure public safety and preserve the community aesthetic of City owned properties, parks, and rights-of-way; and

**WHEREAS**, the city has been obtaining quotes from vendors on an as-needed basis, but staff has found these quotes are consistently higher than the rates available through Volusia County's competitively awarded contract; and

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

**WHEREAS**, Volusia County, Florida, awarded Contract ITB # 23-B-151HO to CFB Outdoors, Inc., through a formal, competitive procurement process for a wide range of tree services, effective from December 1, 2023 through November 30, 2026; and

**WHEREAS**, the City has received written consent from CFB Outdoors, Inc., to piggyback the Volusia County agreement, which allows the city to benefit from pre-negotiated rates and reduce administrative and procurement costs; and

**WHEREAS**, Chapter 287, Florida Statutes, and the City's Purchasing Manual, Policy 2.39, permit the City to piggyback competitively awarded contracts from other governmental entities as a means of intergovernmental cooperative purchasing.

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

**SECTION 1.** The City Commission does hereby approve the piggybacking of the Volusia County Master Agreement ITB #23-B-151HO with CFB Outdoors, Inc., for professional tree maintenance services.

**SECTION 2.** The City Manager, or designee, is hereby authorized to execute any and all necessary documents, agreements, or purchase orders with CFB Outdoors, Inc., to effectuate the purpose of this Resolution.

**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 26<sup>th</sup> day of AUGUST, 2025.**



# Master Agreement

NO. 150 4158 - 5

TERM: 2023-12-01 to 2026-11-30

Page 1 of 6

Date Issued: 05/22/2025

|                                                                                                                                         |  |                                                                                                                                                                                      |  |                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|
| <b>Vendor contact:</b><br><b>Name:</b> Amanda Hester<br><b>Phone:</b> 386-774-2056 <b>Ext.:</b><br><b>E-mail:</b> cfblnc@embarqmail.com |  | <b>County contact:</b><br><b>Name:</b> JESSICA WINTERWERP<br><b>Phone:</b> 386-248-8072 <b>Ext.:</b> 20356<br><b>E-mail:</b> jwinterwerp@volusia.org                                 |  | <b>Bill To:</b><br><b>County of Volusia</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720 |
| <b>Vendor Name:</b><br>CFB Outdoors, Inc.<br><br>2160 SONNY OPAL LANE<br><br>DeLand, FL 32720                                           |  | <b>Vendor No.</b> VS0000001042                                                                                                                                                       |  | <b>Ship To:</b><br>AS REQUIRED BY<br>USING DEPARTMENT<br><br>VOLUSIA COUNTY, FL 32720                             |
| <b>Solicitation Number:</b> 23-B-151HO<br><br><b>Award Date:</b> 2023-11-01<br><br><b>Award Authorization:</b> DIRECTOR                 |  | <b>Purchasing</b> KARISSA OTT<br><b>Phone:</b> 386-626-6626 <b>Ext:</b> 16626<br><b>E-mail:</b> kott@volusia.org<br><br><b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed |  |                                                                                                                   |
| <b>Document Description:</b><br>Tree Services                                                                                           |  |                                                                                                                                                                                      |  |                                                                                                                   |

| Line Item | Commodity Code | Unit | Description                                                               | Unit Price or Contract Amount |
|-----------|----------------|------|---------------------------------------------------------------------------|-------------------------------|
| 1         | 96888          | EA   | Tree Removal 1" - 6" in diameter<br>includes stump grinding<br>per tree   | 59.730000                     |
| 2         | 96888          | EA   | Tree Removal 7" - 9" in diameter<br>includes stump grinding<br>per tree   | 83.630000                     |
| 3         | 96888          | EA   | Tree Removal 10" - 15" in diameter<br>includes stump grinding<br>per tree | 155.310000                    |
| 4         | 96888          | EA   | Tree Removal 16" - 20" in diameter<br>includes stump grinding<br>per tree | 215.040000                    |
| 5         | 96888          | EA   | Tree Removal 21" - 40" in diameter<br>includes stump grinding<br>per tree | 388.260000                    |
| 6         | 96888          | EA   | Tree Removal 41" - 60" in diameter<br>includes stump grinding<br>per tree | 776.530000                    |

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

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

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

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

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

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

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

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

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

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

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

**Federal Grant Funded Purchases.** This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>. Payment Terms for these purchases shall be net 30 days.

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

**Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

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

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

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

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

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

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

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

**Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 769.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

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

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

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



# Master Agreement

NO. 150 4158 - 5

TERM: 2023-12-01 to 2026-11-30

Page 3 of 6

Date Issued: 05/22/2025

| Line Item | Commodity Code | Unit | Description                                                                 | Unit Price or Contract Amount |
|-----------|----------------|------|-----------------------------------------------------------------------------|-------------------------------|
| 7         | 96888          | EA   | Tree Removal 61" - 80" in diameter<br>includes stump grinding<br>per tree   | 1194.660000                   |
| 8         | 96888          | EA   | Tree Removal 81" - 1000" in diameter<br>includes stump grinding<br>per tree | 1672.520000                   |
| 9         | 96888          | HOUR | Tree Trimming/Pruning<br>Per man hour                                       | 33.450000                     |
| 10        | 96888          | EA   | Palm Tree Pruning<br>per tree                                               | 27.500000                     |
| 11        | 96888          | EA   | Hangers less than 2"<br>per tree                                            | 53.760000                     |
| 12        | 96888          | EA   | Hangers greater than 2"<br>per tree                                         | 77.650000                     |
| 13        | 96888          | EA   | Stump Grinding 1"-6" in diameter<br>Per Stump                               | 14.340000                     |
| 14        | 96888          | EA   | Stump Grinding 7" - 9" in diameter<br>Per Stump                             | 17.920000                     |
| 15        | 96888          | EA   | Stump Grinding 10" - 15" in diameter<br>Per Stump                           | 23.890000                     |
| 16        | 96888          | EA   | Stump Grinding 16" - 20" in diameter<br>Per Stump                           | 29.870000                     |
| 17        | 96888          | EA   | Stump Grinding 21" - 40" in diameter<br>Per Stump                           | 41.850000                     |
| 18        | 96888          | EA   | Stump Grinding 40" - 60" in diameter<br>Per Stump                           | 59.730000                     |
| 19        | 96888          | EA   | Stump Grinding 61" - 80" in diameter<br>Per Stump                           | 70.030000                     |
| 20        | 96888          | EA   | Stump Grinding 81" - 100" in diameter<br>Per Stump                          | 75.620000                     |
| 21        | 98852          | HOUR | Landscape Services<br>Per man hour                                          | 33.450000                     |

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

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

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

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

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

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

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

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

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

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

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

**Federal Grant Funded Purchases.** This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>. Payment Terms for these purchases shall be net 30 days.

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

**Human Trafficking.** Pursuant to Section 787.03, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

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

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

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

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

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

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

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

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

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

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

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

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



# Master Agreement

NO. 150 4158 - 5

TERM: 2023-12-01 to 2026-11-30

Page 5 of 6

Date Issued: 05/22/2025

| Line Item | Commodity Code | Unit | Description                                                                                                                                                                                                  | Unit Price or Contract Amount |
|-----------|----------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 22        | 98852          | EA   | New Plants 15% mark up                                                                                                                                                                                       | 0.000000                      |
| 23        | 98852          | CUYD | FOR COASTAL USE ONLY-THIS SERVICE IS NOT FOR DEBRIS HAULING SERVICES<br>*****<br>Service will be used when they are landscaping and installing new plants. It is for the hauling off of the old landscaping. | 25.690000                     |
| 24        | 76503          |      | Crane Service                                                                                                                                                                                                | 0.000000                      |

Pam Wilsky, CPPO, CPPB  
Purchasing & Contracts Director

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

Remainder of page is blank

Attachment: Exhibit A Volusia County ITB #23-B-151HO (2025-R-64 : Tree Services Contractor Piggyback Services)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PIGGYBACK CONTRACT

BY THE CITY OF HOLLY HILL PURSUANT TO THE AGREEMENT BETWEEN VOLUSIA COUNTY AND CFB OUTDOORS, INC. - ITB # 23-B-151HO: BID FOR TREE SERVICES

WHEREAS, CFB OUTDOORS, INC. (Contractor) was awarded ITB # 23-B-151HO – Bid for Tree Services (Agreement) by Volusia County.

WHEREAS, the City of Holly Hill (City) desires to piggyback the Agreement in accordance with applicable procurement laws and policies;

WHEREAS, the Contractor is willing to allow the City to piggyback the Agreement;

WHEREAS, the City and Contractor have agreed to non-substantive changes to the Agreement to make it applicable to the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

- 1) Contractor agrees to provide the City with services in accordance with the same terms and conditions as the above-referenced Agreement. The City and Contractor agree that the terms and conditions of the Agreement shall govern their contractual relationship, except as modified herein.
- 2) All references to "Volusia County" in the Agreement shall be deemed to refer to the "City of Holly Hill" for the purposes of this piggyback Agreement.

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

(386) 248-9441  
[cityclerk@hollyhillfl.org](mailto:cityclerk@hollyhillfl.org)  
 City of Holly Hill  
 1065 Ridgewood Avenue  
 Holly Hill, Florida 32117

- 3) Except as modified above, the terms and conditions of the Agreement shall govern the working relationship between the City and the Contractor.

CITY OF HOLLY HILL

CFB OUTDOORS, INC.

BY: \_\_\_\_\_

BY: [Signature]

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

Date: 08-15-25



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

**City Commission  
Resolution**

---

**MEETING DATE:** August 26, 2025  
**FROM:** Josef Grusauskas  
**SUBJECT:** A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Memorandum of Agreement Between the City of Holly Hill and the Florida Department of Transportation for the Maintenance of State Highway Rights-Of-Way by the City; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** 2025-R-65  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City of Holly Hill has an agreement with the Florida Department of Transportation (FDOT), whereby the city is reimbursed for Maintenance of highway roadsides and median strips within the city. Under this agreement FDOT compensates the city for routine maintenance. The current agreement expires October 4, 2025. The FDOT offers Cities the opportunity to perform median maintenance so that the city may apply a greater level of service than FDOT typically maintains such as more esthetically pleasing edging and more frequent grass mowing.

Staff recommends that this agreement be renewed for an additional three (3) year period under the same terms and conditions. The FDOT memorandum of agreement, Contract #AST42 is included under “Exhibit A”.

**FISCAL ANALYSIS:**

This quarterly compensation is for work performed by city staff and contractual service providers. This contract provides \$34,502 of revenue annually.

**STAFF RECOMMENDATION:**

Approve “Memorandum of Agreement” AST42 between the City of Holly Hill and the Florida Department of Transportation for the maintenance of State Highway Rights-of-Way by the city and authorize the City Manager to execute the same.

**COMMISSION GOAL:**

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

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

**MOTION:**

**APPROVE “MEMORANDUM OF AGREEMENT” AST42 BETWEEN THE CITY OF HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE HIGHWAY RIGHTS-OF-WAY BY THE CITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME AND SETTING FORTH AN EFFECTIVE DATE.**

**ATTACHMENTS:**

- Exhibit A - MOA AST42-R1 (PDF)

**Resolution No. 2025-65**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE HIGHWAY RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE HIGHWAY RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has an agreement with the Florida Department of Transportation whereby the city is reimbursed for maintenance of highway roadsides and median strips located along US1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

**WHEREAS**, the current contract expires on October 4, 2025; and

**WHEREAS**, staff recommend that Contract AST42 with the Florida Department of Transportation be renewed at the same terms and conditions effective; and

**WHEREAS**, Contract AST42 with the Florida Department of Transportation will have a term of three years from the effective date.

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

**SECTION 1.** That the City Manager of the City of Holly Hill is hereby authorized to execute that “Memorandum of Agreement - Highway Maintenance, Contract #AST42,” between the City of Holly Hill and Florida Department of Transportation, a copy of which is attached hereto and incorporated herein by reference.

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

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

**APPROVED AND AUTHENTICATED on this 26<sup>th</sup> day of AUGUST, 2025.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT RENEWAL**

375-020-23  
 CONTRACTS ADMINISTRATION  
 OGC - 04/06

Contract No.: AST42 Renewal: (1st, 2nd, etc.) 1<sup>ST</sup> and Final  
 Financial Project No(s): 244912-1-78-03  
 County(ies): Volusia

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of  
 (This date to be entered by DOT only.)  
 Florida Department of Transportation, hereinafter called "Department", and City of Holly Hill hereinafter called "Contractor".

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 5th day of October, 2022  
 (This date to be entered by DOT only)  
 entered into an Agreement whereby the Department retained the Contractor to perform perform routine maintenance  
activities in locations as described in Exhibits B & C in the original Agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties  
 and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each  
 to the other, the parties agree to a renewal of said original Agreement for a period beginning the 5th day of October, 2025  
 and ending the 4th day of October, 2028 at a cost of \$103,506.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,  
 month, and year set forth above.

City of Holly Hill  
 Name of Contractor

\_\_\_\_\_  
 Contractor Name and Title

BY: \_\_\_\_\_  
 Authorized Signature

N/A (SEAL)  
 Name of Surety

N/A N/A  
 City State

By: N/A  
 Florida Licensed Insurance Agent or Date  
 Attorney-In-Fact (Signature)

Countersigned: N/A  
 Florida Licensed Insurance Agent Date

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
 District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: \_\_\_\_\_

Fiscal: \_\_\_\_\_  
 Approval as to Availability of Funds

Attachment: Exhibit A - MOA AST42-R1 (2025-R-65 : FDOT Highway Maintenance Memorandum of Agreement)

**EXHIBIT B**

**PROJECT LIMITS:**

| <b><u>SECTION</u></b> | <b><u>S.R.</u></b>   | <b><u>LOCATION</u></b>                                                            | <b><u>LENGTH</u></b> |
|-----------------------|----------------------|-----------------------------------------------------------------------------------|----------------------|
| 79190-000             | 5A                   | 10 <sup>TH</sup> Street to Alabama Ave (MP: 10.640 - 11.949)                      | 1.309                |
| 79190-006             | 5A New<br>Nova<br>Rd | Brentwood Ave to 10 <sup>th</sup> Street (MP: 0.00 - 1.030) 6 FT behind guardrail | 1.030                |
| 79030-000             | 5                    | US-1 from Mason Ave to Aragon St. (MP: 1.196 - 3.780)                             | 2.584                |

## MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

| <u>INC.</u>                         | <u>ACTIVITY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | 471             | <b>Large Machine Mowing:</b> Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | 482             | <b>Slope Mowing:</b> Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | 485             | <b>Small Machine Mowing:</b> Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | 487             | <b>Manual Weed Control:</b> Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.                                                                                                                                                                                                                                                |
| <input checked="" type="checkbox"/> | 490             | <b>Fertilizing:</b> Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.                                                                                                                                                                                                                                                 |
| <input checked="" type="checkbox"/> | 492             | <b>Tree Trimming &amp; Removal:</b> The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.                                                                        |
| <input checked="" type="checkbox"/> | 494             | <b>Chemical Grass and Weed Control:</b> The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas. |
| <input checked="" type="checkbox"/> | 541             | <b>Roadside Litter Removal:</b> Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.                                                                                                                  |
| <input checked="" type="checkbox"/> | 543             | <b>Road Sweeping (mechanical):</b> Machine sweeping of roadway to protect the facility from excessive accumulation of debris.                                                                                                                                                                                                                                        |
| <input checked="" type="checkbox"/> | 545             | <b>Edging &amp; Sweeping:</b> Removal of vegetation and debris from the curb, gutter and sidewalk                                                                                                                                                                                                                                                                    |



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

**City Commission  
Agenda Item**

**MEETING DATE:** August 26, 2025  
**FROM:** Brian Walker  
**SUBJECT:** 537 Dorothy Avenue - Request for Special Accommodation to Utilize a Porch that Extends Approximately 8 Feet into the Front Yard Setback at 537 Dorothy Avenue  
**NUMBER:** (ID # 4977)  
**APPLICANT:** Helen Nolan  
**PLANNER:** Joshua Steele

### **INTRODUCTION**

**Request for Special Accommodation** - Request for special accommodation to utilize a porch that extends approximately 8 feet into the front yard setback at 537 Dorothy Avenue.

### **BACKGROUND**

In January of 2019, James Nolan, received a diagnosis of cancer that would require chemotherapy; he was 75 years old at the time. As a result of his age and cancer treatments, he has severe mobility issues and has been deemed handicapped by his medical doctor. Documentation is available upon request.

The home is not handicapped accessible, therefore, the Nolans constructed a covered front porch with a ramp for easier access to the domicile. This was done without a permit.

The property is zoned R-3 (Medium Density Single-Family Residential) which requires a front yard setback of 25 feet. The main house sits at an angle to the road and is ~24 ft from the property line at its closest point. This means that the house itself encroaches ~ 1 foot into the front yard setback. The porch and ramp sit ~ 17 ft from the front property line at its closest point, which means it encroaches the setback by ~8 feet. Because the porch extends into the required front yard setback, the applicants will need official approval from the City in order to keep it in its current location. For this reason, they are requesting accommodation in accordance with Sec. 82-322 of the Land Development Regulations, pursuant to the Fair Housing Act.

It may be helpful to know that the distance from the front property line to the edge of road is ~ 17 feet. Therefore, the porch is ~ 34 feet from the edge of the road and poses no issues in terms of visibility.

### **REQUIRED INFORMATION TO MAKE A REASONABLE ACCOMMODATION REQUEST:**

Section 82-322 (a) outlines information required in making a request for accommodation. The

information and how it has been provided are as follows:

- (a) A request may be made by the property owner or authorized representative for a request for an accommodation from the city's rules, policy, practices or service to allow a handicapped person or persons to have equal opportunity to use and enjoy a dwelling. The request shall be on an approved form issued by the city and must contain the following:

- (1) Proof of ownership of the property which the request is being made or authorization from the property owner.

***The Property Appraiser lists the property owner of 537 Dorothy Avenue as Helen Nolan. James is her husband.***

- (2) Specifically identify the rules, policies, practices or services from which relief is being requested.

***The applicant is requesting relief from the requirement of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-five (25') from the front property line.***

- (3) Identify the nature of the disability of the occupants of the dwelling.

***Lifelong injuries resulting from cancer and chemotherapy treatments. Multiple broken ankles and consistent falls. The patient requires lifelong assistance and has been deemed handicapped by a medical doctor.***

- (4) Outline the minimum relief that is necessary to allow a handicapped person to use and enjoy the dwelling.

***The porch and ramp are ~12 feet wide to allow a wheel chair to be maneuvered and provide room for those assisting Mr. Nolan. Therefore, they extend into the front yard setback and the applicant is requesting the ability to encroach no more than 9 feet into the setback. This will allow the applicant to keep the porch and ramp.***

- (5) Describe in detail how the requested relief is necessary to allow a person with the above identified disability to be able to reasonably use and enjoy the dwelling.

***When transitioning from his vehicle to the home, which can take more effort and time than for a person without disabilities, the covered porch protects Mr. Nolan from inclement weather. Without a wheelchair ramp and porch area at the front door, Mr. Nolan would need to be physically carried into and out of the house.***

- (6) Access must be granted to the necessary city employees to inspect the dwelling.

***The required access has been granted.***

## **EVALUATION OF THE REASONABLE REQUEST**

Sec. 82-833 (b), outlines some of the items that must be considered in deciding as to whether or not the request for accommodation is reasonable. Staff has listed the items below and also

provided some commentary on each item that the Board/Commission may find helpful.

Sec. 82-833 (b) The city shall evaluate all necessary criteria, facts, rules, laws, etc., to make a determination as to whether the requested accommodation is reasonable, including, but not limited to:

- (1) The policies and objectives of the city's comprehensive plan including the future land use designation of the property in question.

***The property's future land use is Low Density Single-Family Residential. The property's zoning of R-3 is compatible with its future land use designation. The property is in compliance with the goals, objectives and policies of the City's Comprehensive Plan.***

- (2) The permitted uses, conditional uses and special exceptions allowed for the zoning designation of the property in question.

**Permitted principal uses and structures in the R-3 district are as follows:**

- (1) Single-family dwelling units.
- (2) Public parks, playgrounds, playfields, recreation buildings and facilities owned and operated by federal, state, county or municipal governments.
- (3) Golf courses.
- (4) Approved home occupations.
- (5) Essential utility uses and structures.

**Special exceptions in the R-3 district are as follows:**

- (1) Houses of worship.
- (2) Public schools.
- (3) Cemeteries.
- (4) Adult congregate living facilities.

- (3) The surrounding neighborhood, including zoning and future land use designations of the surrounding area.

N: R-3/Low Density Single-Family Residential

E: R-3/Low Density Single-Family Residential

S: R-3/Low Density Single-Family Residential

W: R-3/Low Density Single-Family Residential

- (4) The capacity of existing city utilities and infrastructures to accommodate the requested use.

***Not applicable to this request for a porch and ramp.***

- (5) Existing traffic patterns and traffic problems in the area that currently exists or may become a problem if the requested relief were granted.

***Not applicable to this request for a porch and wheelchair ramp.***

- (6) Potential for noise, dust or other impacts to the neighborhood.

***None.***

- (7) Ability of the existing dwelling to accommodate the requested variation, including bedrooms, bathrooms, outside parking and existing compliance with current building codes to determine the existence of any life and safety issues.

***The home is able to accommodate the ramp and porch.***

- (8) The existence of any current code violations.

***There is a code violation for an un-permitted structure. This relates to the porch and approval of this special accommodation would resolve the violation.***

- (9) The over-concentration of group homes in close proximity to the applicant.

***Not applicable to this request.***

***Should the request for special accommodation be approved, the applicant will still be required to obtain an “after-the-fact” building permit, be inspected by the Building Official and demonstrate that the existing structure meets the requirements of the Florida Building Code. Should the structure not meet the requirements of the Florida Building Code, it will need to be modified to do so or be removed.***

### **Recommendation of the Board of Planning and Appeals**

At their meeting on August 4, 2025, the Board of Planning and Appeals unanimously recommended approval of the request for special accommodation.

### **ACTION TO BE TAKEN BY THE BOARD/COMMISSION**

1. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request and approve** the encroachment; or
  2. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request and approve the encroachment with conditions**; or
  3. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is a reasonable request but approve a different amount of encroachment**.
  4. Find that the ~ 8-foot encroachment into the front yard setback for a handicapped ramp and porch at 537 Dorothy Avenue **is not a reasonable request and deny the encroachment**.
- 537 Dorothy Application (PDF)
  - 537 Dorothy Property Card (PDF)

Agenda Item (ID # 4977)

Meeting of August 26, 2025

- Pictures (PDF)



# HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

## VARIANCE

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

### PROPERTY

PARCEL ID #: 533705030080

ADDRESS: 537 DOROTHY AVE

TOTAL ACREAGE:  
RESIDENTIAL

USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-

ZONING: R-3 Medium Density SFR FUTURE LAND USE: Low DENSITY SINGLE FAMILY RESID

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☒ ADDITION ☒ SINGLE FAMILY HOME

DESCRIPTION OF STRUCTURE: Front porch w/ ramp

|                   |                                                        |                 |         |                 |         |
|-------------------|--------------------------------------------------------|-----------------|---------|-----------------|---------|
| TYPE OF VARIANCE: | <input checked="" type="checkbox"/> FRONT YARD SETBACK | REQUIRED: 25    | FT.     | PROPOSED: 17.4  | FT.     |
|                   | <input type="checkbox"/> SIDE YARD SETBACK             | REQUIRED: _____ | FT.     | PROPOSED: _____ | FT.     |
|                   | <input type="checkbox"/> SIDE STREET SETBACK           | REQUIRED: _____ | FT.     | PROPOSED: _____ | FT.     |
|                   | <input type="checkbox"/> REAR YARD SETBACK             | REQUIRED: _____ | FT.     | PROPOSED: _____ | FT.     |
|                   | <input type="checkbox"/> MINIMUM LOT SIZE              | REQUIRED: _____ | SQ. FT. | ACTUAL: _____   | SQ. FT. |
|                   | <input type="checkbox"/> WIDTH AT BUILDING             | REQUIRED: _____ | FT.     | ACTUAL: _____   | FT.     |
|                   | <input type="checkbox"/> LINE                          | REQUIRED: _____ | FT.     | PROPOSED: _____ | FT.     |
|                   | <input type="checkbox"/> HEIGHT                        |                 |         |                 |         |

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☒ YES ☐ NO

IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☒ YES ☐ NO

### OWNER

NAME: Helen NOLAN

COMPANY:

ADDRESS: 537 DOROTHY AVE

CITY: Holly Hill

STATE: FL

ZIP: 32117

PHONE: 352-446-1025

EMAIL: HelenNOLAN@AOL.COM

V# \_\_\_\_\_



# HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

## AGENT/CONSULTANT

|          |          |      |
|----------|----------|------|
| NAME:    | COMPANY: |      |
| ADDRESS: |          |      |
| CITY:    | STATE:   | ZIP: |
| PHONE:   | EMAIL:   |      |

## APPLICATION TYPE/FEE

|                                                            |                       |
|------------------------------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> VARIANCE – RESIDENTIAL | \$350.00 PER VARIANCE |
| <input type="checkbox"/> VARIANCE – COMMERCIAL             | \$500.00 PER VARIANCE |

## ATTACHMENT CHECKLIST

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

Attachment: 537 Dorothy Application (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

V# \_\_\_\_\_



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

Helen Nofam

7-7-25

SIGNATURE OF OWNER/AUTHORIZED APPLICANT

DATE

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

The Unique CircumSTANCE is the way the house is positioned on the lot.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

we were misled by a construction company that can no longer be found. once we got a notice from Holly Hill was the first time we found out we had to go to city hall.

Attachment: 537 Dorothy Application (4977 : 537 Dorothy Avenue - Request for Special Accommodation)



# HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

There ARE Adjacent Properties That have Simulare Structures.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

My husband has been in A wheelchair OR WALKER Several time.  
I WAS UNABLE TO SAFELY get him IN the house, Im TRYING to  
take care of my husband who is 82 this month.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Because the STRUTURE is ALReddy BUILT.



# HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

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

This structure has absolutely no affect on surrounding neighbors or in any way prohibit any emergency vehicles or considered an eyesore. It would not interfere with any city construction or improvement plans.

Mail To:  
**JAMES VINCENT NOLAN**  
**537 DOROTHY AVE**  
**HOLLY HILL, FL 32117**

## FLORIDA PARKING PLACARD REGISTRATION

CO/AGY 8 / 2

T# 2129397567  
 B# 5706497

PERMIT **D5096527** TYPE **SUBSEQUEN** Expires **Midnight Wed 7/18/2029**

DL/FEID **N450458432580**  
 Date Issued **5/19/2025**

|                |      |               |
|----------------|------|---------------|
| Reg. Tax       | 0.00 | Class Code    |
| Init. Reg.     |      | Tax Months    |
| County Fee     | 0.00 | Back Tax Mos  |
| Mail Fee       |      | Credit Class  |
| Sales Tax      |      | Credit Months |
| Voluntary Fees |      |               |
| Grand Total    | 0.00 |               |

**JAMES VINCENT NOLAN**  
**537 DOROTHY AVE**  
**HOLLY HILL, FL 32117**

### IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

Attachment: 537 Dorothy Application (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

Mail To:  
**HELEN ROBERTA NOLAN**  
**537 DOROTHY AVE**  
**HOLLY HILL, FL 32117**

## FLORIDA PARKING PLACARD REGISTRATION

CO/AGY 8 / 2

T# 1700695609  
 B# 4887391

PERMIT **D2635685** TYPE **PRIMARY** Expires **Midnight Sun 11/29/2026**

DL/FEID **N450396559290**  
 Date Issued **8/26/2022**

|                |      |               |
|----------------|------|---------------|
| Reg. Tax       | 0.00 | Class Code    |
| Init. Reg.     |      | Tax Months    |
| County Fee     | 0.00 | Back Tax Mos  |
| Mail Fee       |      | Credit Class  |
| Sales Tax      |      | Credit Months |
| Voluntary Fees |      |               |
| Grand Total    | 0.00 |               |

**HELEN ROBERTA NOLAN**  
**537 DOROTHY AVE**  
**HOLLY HILL, FL 32117**

### IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: [vcpa.vcgov.org](http://vcpa.vcgov.org)

AltKey: 3469577

Parcel ID: 533705030080

NOLAN HELEN

537 DOROTHY AVE, HOLLY HILL, FL

### Parcel Summary

|                          |                                        |
|--------------------------|----------------------------------------|
| Alternate Key:           | 3469577                                |
| Parcel ID:               | 533705030080                           |
| Township-Range-Section:  | 15 - 33 - 37                           |
| Subdivision-Block-Lot:   | 05 - 03 - 0080                         |
| Owner(s):                | NOLAN HELEN - FS - Fee Simple - 100%   |
| Mailing Address On File: | 537 DOROTHY AVE<br>HOLLY HILL FL 32117 |
| Physical Address:        | 537 DOROTHY AVE, HOLLY HILL 32117      |
| Property Use:            | 0100 - SINGLE FAMILY                   |
| Tax District:            | 203-HOLLY HILL                         |
| 2024 Final Millage Rate: | 17.8471                                |
| Neighborhood:            | 2106                                   |
| Subdivision Name:        | CLIFTON PARK                           |
| Homestead Property:      | Yes                                    |

Attachment: 537 Dorothy Property Card (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

AltKey: 3469577

Parcel ID: 533705030080

NOLAN HELEN

537 DOROTHY AVE, HOLLY HILL, FL

**Working Tax Roll Values by Taxing Authority**

|      | Tax Authority                       | Just Value | Assessed | Ex/10cap | Taxable  | Millage | Estimated |
|------|-------------------------------------|------------|----------|----------|----------|---------|-----------|
| 0017 | CAPITAL IMPROVEMENT                 | \$177,355  | \$50,890 | \$25,000 | \$25,890 | 1.5000  | \$38.84   |
| 0012 | DISCRETIONARY                       | \$177,355  | \$50,890 | \$25,000 | \$25,890 | 0.7480  | \$19.37   |
| 0011 | REQ LOCAL EFFORT                    | \$177,355  | \$50,890 | \$25,000 | \$25,890 | 3.0370  | \$78.63   |
| 0050 | GENERAL FUND                        | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 3.2007  | \$80.02   |
| 0053 | LAW ENFORCEMENT FUND                | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 1.5994  | \$39.99   |
| 0055 | LIBRARY                             | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.3891  | \$9.73    |
| 0520 | MOSQUITO CONTROL                    | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.1647  | \$4.12    |
| 0530 | PONCE INLET PORT AUTHORITY          | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.0692  | \$1.73    |
| 0058 | VOLUSIA ECHO                        | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.2000  | \$5.00    |
| 0057 | VOLUSIA FOREVER                     | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.2000  | \$5.00    |
| 0065 | FLORIDA INLAND NAVIGATION DISTRICT  | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.0288  | \$0.72    |
| 0100 | HALIFAX HOSPITAL AUTHORITY          | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.7309  | \$18.27   |
| 0060 | ST JOHN'S WATER MANAGEMENT DISTRICT | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 0.1793  | \$4.48    |
| 0200 | HOLLY HILL                          | \$177,355  | \$50,890 | \$25,890 | \$25,000 | 5.8000  | \$145.00  |
|      |                                     |            |          |          |          | 17.8471 | \$450.88  |

**Non-Ad Valorem Assessments**

| Project                    | Units | Rate    | Total   |
|----------------------------|-------|---------|---------|
| 0203-HOLLY HILL STORMWATER | 1     | \$96.00 | \$96.00 |
|                            |       |         | \$96.00 |

Estimated Ad Valorem Tax: \$450.88

Estimated Non-Ad Valorem Tax: \$96.00

**Estimated Taxes: \$546.88**

Estimated Tax Amount without SOH: \$3,261.27

Attachment: 537 Dorothy Property Card (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

AltKey: 3469577

Parcel ID: 533705030080

NOLAN HELEN

537 DOROTHY AVE, HOLLY HILL, FL

## Previous Years Certified Tax Roll Values

| Year | Land Value | Impr Value | Just Value | Non-Sch Assd | Exemptions | Taxable  | HX Savings |
|------|------------|------------|------------|--------------|------------|----------|------------|
| 2024 | \$36,360   | \$141,292  | \$177,652  | \$49,456     | \$25,000   | \$24,456 | \$128,196  |
| 2023 | \$31,815   | \$96,437   | \$128,252  | \$42,698     | \$25,000   | \$17,698 | \$85,554   |
| 2022 | \$22,725   | \$101,533  | \$124,258  | \$41,454     | \$25,000   | \$16,454 | \$82,804   |
| 2021 | \$16,362   | \$78,946   | \$95,308   | \$40,247     | \$25,000   | \$15,247 | \$55,061   |
| 2020 | \$15,453   | \$71,037   | \$86,490   | \$39,691     | \$25,000   | \$14,691 | \$46,799   |
| 2019 | \$15,300   | \$67,211   | \$82,511   | \$38,799     | \$25,000   | \$13,799 | \$43,712   |
| 2018 | \$12,150   | \$58,956   | \$71,106   | \$38,076     | \$25,000   | \$13,076 | \$33,030   |
| 2017 | \$9,450    | \$43,972   | \$53,422   | \$37,293     | \$25,000   | \$12,293 | \$16,129   |
| 2016 | \$9,900    | \$42,284   | \$52,184   | \$36,526     | \$25,000   | \$11,526 | \$15,658   |

Attachment: 537 Dorothy Property Card (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

AltKey: 3469577

Parcel ID: 533705030080

NOLAN HELEN

537 DOROTHY AVE, HOLLY HILL, FL

## Land Data

| # | Land Use                             | Type | Units | Acres | Sq Feet | FF | Depth | Rate | Just Value |
|---|--------------------------------------|------|-------|-------|---------|----|-------|------|------------|
| 1 | 0101-IMP PVD THRU .49 ACF-FRONT FOOT |      |       |       |         | 90 | 125   | 435  | \$39,542   |

Total Land Value: \$39,542

Attachment: 537 Dorothy Property Card (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

AltKey: 3469577

Parcel ID: 533705030080

NOLAN HELEN

537 DOROTHY AVE, HOLLY HILL, FL

**Miscellaneous Improvement(s)**

| # | Type                          | Year | Area | Units | Depreciated Value |
|---|-------------------------------|------|------|-------|-------------------|
| 1 | SHD-STORAGE, SHED (LOW COST)  | 2005 | 112  | 1     | \$92              |
| 2 | SHD-STORAGE, SHED (LOW COST)  | 2005 | 70   | 1     | \$58              |
| 3 | RSH-STORAGE, SHED RESIDENTIAL | 2019 | 300  | 1     | \$4,914           |

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## Sales History

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

| Book/Page   | Inst #     | Sale Date  | Deed Type               | Q/U         | V/I      | Sale Price |
|-------------|------------|------------|-------------------------|-------------|----------|------------|
| 6712 / 2182 | 2012085854 | 05/05/2012 | WD-WARRANTY DEED        | QUALIFIED   | Improved | \$44,000   |
| 6685 / 2598 | 2012036754 | 02/28/2012 | CT-CERTIFICATE OF TITLE | UNQUALIFIED | Improved | \$100      |
| 4578 / 0045 | 2000137424 | 07/15/2000 | WD-WARRANTY DEED        | UNQUALIFIED | Improved | \$52,000   |
| 1653 / 0620 |            | 09/15/1973 | WD-WARRANTY DEED        | UNQUALIFIED | Vacant   | \$17,000   |

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537 DOROTHY AVE, HOLLY HILL, FL

## Recent Neighborhood Sales

| Alt Key | Address          | City       | Property Class     | NBHD | Sale Date  | Sale Price |
|---------|------------------|------------|--------------------|------|------------|------------|
| 3469062 | 526 6TH ST       | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 06/16/2025 | \$155,000  |
| 3469151 | 320 SUNSET DR    | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 02/18/2025 | \$233,500  |
| 3469861 | 363 DOROTHY AVE  | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 08/28/2024 | \$240,000  |
| 3468317 | 645 MAGNOLIA AVE | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 06/26/2024 | \$269,000  |
| 3468112 | 645 STATE AVE    | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 05/24/2024 | \$342,000  |
| 3468881 | 631 FLORIDA AVE  | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 03/28/2024 | \$216,000  |
| 3469038 | 634 VIRGINIA AVE | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 03/11/2024 | \$190,000  |
| 3469216 | 339 SUNSET DR    | HOLLY HILL | 0000-VACANT RES    | 2106 | 02/20/2024 | \$47,000   |
| 3468252 | 735 MAGNOLIA AVE | HOLLY HILL | 0100-SINGLE FAMILY | 2106 | 02/12/2024 | \$200,000  |
| 3468155 | 721 STATE AVE    | HOLLY HILL | 0000-VACANT RES    | 2106 | 02/05/2024 | \$40,000   |

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537 DOROTHY AVE, HOLLY HILL, FL

**Property Description**

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

37-15-33 LOT 8 BLK 3 CLIFTON PARK SUB MB 23 PG 36 PER OR 4578 PG 0045 PER OR  
6685 PG 2598 PER OR 6712 PGS 2182-2183

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537 DOROTHY AVE, HOLLY HILL, FL

## Permit List

| Permit Date | Permit # | Description | Contractor           | Amount  |
|-------------|----------|-------------|----------------------|---------|
| 12/24/2024  | 24-2228  | REROOF SHED | CONTRACTOR NOT INDIC | \$1,200 |

Attachment: 537 Dorothy Property Card (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

## AERIALS



## 5 COLUMN PORCH OVERHANG & RAMP



Attachment: Pictures (4977 : 537 Dorothy Avenue - Request for Special Accommodation)

## PORCH OVERHANG AND COLUMNS



Attachment: Pictures (4977 : 537 Dorothy Avenue - Request for Special Accommodation)