

**City of Holly Hill, Florida
City Commission
Agenda | February 24, 2026**

City Commission Chamber

Regular City Commission

6:00 PM

**City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117**

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



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

CITY COMMISSION Members

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

City Manager
Joseph Forte

City Clerk
Valerie Manning

1. Call to Order

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

2. Presentations - None**3. Public Comments**

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

4. Approval of Minutes

1. Minutes - February 10, 2026 Regular City Commission meeting
(Requested by Valerie Manning, City Clerk)
2. Minutes - February 10, 2026 Workshop - 125th Anniversary Discussion
(Requested by Valerie Manning, City Clerk)

5. Consent Agenda

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. 2026-R-11 - Utility Billing, Printing, Mailing and Related Services - RFP - 26-FIN-01
(Requested by Michele Moore, Finance Director)
2. 2026-R-12 - CRA Budget Amendment
(Requested by Michele Moore, Finance Director)

6. Regular Agenda

1. 2026-R-13 - Wastewater Supplemental Appropriation State Revolving Fund (SRF) Application
(Requested by Josef Grusauskas, Public Works Director)
2. 2026-R-14 - Water Supplemental Appropriation State Revolving Fund (SRF) Application
(Requested by Josef Grusauskas, Public Works Director)

3. 2026-R-15 - Professional Consultant Service Wastewater Treatment Plant
(Requested by Josef Grusauskas, Public Works Director)
4. Request for Lien Reduction - 618 Flomich Street
(Requested by Joseph Forte, City Manager)
5. Request for Lien Reduction - 1536 Espanol Avenue
(Requested by Joseph Forte, City Manager)

7. Public Hearings

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than 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. SECOND READING - Ordinance 3096 - Pool Enclosure Setback
(Requested by Brian Walker, City Planner)

8. Communications

- a. City Manager Comments
- b. City Attorney Comments
- c. Mayor Comments
- d. City Commission Comments

9. Adjournment

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

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



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



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

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



**City Commission
Minutes • February 10, 2026**

City Commission Chamber	Regular City Commission	6:00 PM
--------------------------------	--------------------------------	----------------

**City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117**

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

1. Call to Order

The meeting was called to order at approximately 6:02 PM.

Present:

Mayor John Penny
City Commissioner Debra Snow
City Commissioner Penny Currie
City Commissioner Jeffrey DeLanoy
City Commissioner/Vice-Mayor Roy Johnson

B. Invocation led by City Commissioner Penny Currie

C. Pledge of Allegiance led by Mayor Penny

2. Presentations

1. Holly Hill Police Department - Swearing-In of Officer Kenneth Taylor

(Requested by Byron Williams, Police Chief)

After the Swearing-In ceremony, Police Chief Williams had two more promotions to share with the Mayor and City Commissioners. Officer Nicholas Dimini was promoted to Corporal and Officer Michael Rosabella was promoted to Sergeant.

2. Gold Ribbon Award Presented to the City of Holly Hill from Florida Health Care Plans

(Requested by Jeaneen Witt, Human Resources Manager)

There was no one present from Florida Health Care Plans this evening.

3. City of Holly Hill Plaque Presentations:

- 2025 Employee of the Year - Charles Wall

- 2025 Citizen of the Year - Chuck Heinmiller
- 2025 Business of the Year - Todd Simpson, owner of Iron Gate Technologies & i-Promerica

3. Public Comments

The following individuals spoke to the Mayor and City Commissioners:
Richard Arce, Holly Hill; Robert Matthews, Holly Hill; Mike Cerbo, Holly Hill; Phil Wahby, Holly Hill.

4. Approval of Minutes

1. Minutes - January 27, 2026 - Workshop - 2025 Development Project Status Update

(Requested by Valerie Manning, City Clerk)

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	City Commissioner Debra Snow
Second:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

2. Minutes - January 27, 2026 Regular Meeting

(Requested by Valerie Manning, City Clerk)

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	City Commissioner Debra Snow
Second:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

5. Consent Agenda

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

1. 2026-R-9 - FY25-26 Local Firearm Safety Training Program

(Requested by Byron Williams, Police Chief & Michele Moore, Finance Director)

RESOLUTION 2026-R-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill amends its annual budget as changes occur throughout the fiscal year; and

WHEREAS, this Resolution amends the budget to account for additional revenue from

the Florida Department of Law Enforcement (FDLE) **FY 2025–2026 Local Firearm Safety Training Program**, which provides reimbursement funding to support public firearm safety training conducted by the Holly Hill Police Department; and **WHEREAS**, the grant funding will support the delivery of ten (10) public firearm safety training classes by June 30, 2026, including overtime and associated fringe benefit costs for sworn police officers, as well as equipment, supplies, and facility rental costs necessary to conduct the training; and **WHEREAS**, the FDLE grant award totals **\$18,562.00**, with no local match required, and will fully fund eligible program expenses including personnel overtime, fringe benefits, firearms, ammunition, safety equipment, and range and classroom rental fees; and **WHEREAS**, the continuation of this program aligns with the City Commission’s goals of maintaining a sound and sustainable financial plan and providing proficient public health and safety services through community education, intergovernmental collaboration, and proactive public safety initiatives.

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends the Fiscal Year 2025–2026 budget to recognize the receipt of the Florida Department of Law Enforcement FY 2025–2026 Local Firearm Safety Training Program grant in the amount of **\$18,562.00**, to fund public firearm safety training activities conducted by the Holly Hill Police Department.

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

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

APPROVED AND AUTHENTICATED on this 10th day of FEBRUARY 2026.

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	City Commissioner Penny Currie
Second:	Vice Mayor/City Commissioner Roy Johnson
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

2. 2026-R-10 - Volusia County Opioid Abatement Funding Grant

(Requested by Michele Moore, Finance Director)

RESOLUTION 2026-R-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025–2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill amends its annual budget as changes occur throughout the fiscal year; and

WHEREAS, this Resolution amends the budget to account for additional revenue from the Volusia County Opioid Abatement Program grant, which provides reimbursement funding for the purchase of Automated External Defibrillators (AEDs) and related equipment for the City of Holly Hill; and

WHEREAS, providing AEDs throughout City facilities and in law enforcement and fire department vehicles ensures rapid response capability to cardiac emergencies, supports public health and safety, and strengthens the City’s capacity to respond effectively to opioid-related emergencies; and

WHEREAS, the grant award totals \$69,696.00, with no local match required, and will

reimburse the city for expenditures for the purchase of 36 AED units and 24 electrode sets for adult and pediatric use; and

WHEREAS, the continuation of this program aligns with the City Commission's goals of maintaining a sound and sustainable financial plan and providing proficient public health and safety services through intergovernmental collaboration and innovative emergency response initiatives.

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends the Fiscal Year 2025–2026 budget to recognize the receipt of reimbursement revenues from the Volusia County Opioid Abatement Program grant in the amount of \$69,696.00 for the purchase of Automated External Defibrillators and related equipment.

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

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

APPROVED AND AUTHENTICATED on this 10th day of FEBRUARY 2026.

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Penny Currie

Second: Vice Mayor/City Commissioner Roy Johnson

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

6. Regular Agenda

1. FIRST READING - Ordinance 3096 - Pool Enclosure Setback

(Requested by Brian Walker, City Planner)

ORDINANCE 3096

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTIONS 114-742 AND 114-761 OF THE CITY CODE TO AMEND THE SETBACK REQUIREMENT FOR POOL SCREEN ENCLOSURES MEETING SPECIFIC CRITERIA, AND REMOVING UNNECESSARY LANGUAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that current pool enclosure setbacks are not compatible with the setbacks required of swimming pools; and

WHEREAS, pool enclosure setbacks impose a potential hardship on residents; and

WHEREAS, the City Commission recognizes the need for uniformity in zoning/setback standards for pools, their enclosures, and the dimensional requirements of said structures;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That the language of Section 114-742(D) is amended to add the underlined and highlighted language below as follows:

D. Pools, whether public or private, shall comply with Chapter 3, Articles I and II, the Florida Building Code, all applicable regulations of the Florida Department of Health and Rehabilitative Services and other State agencies, and to the following:

1. *Setbacks:*

d. Pool Enclosures. Pool enclosure structures may be placed up to five feet from the rear property line provided they meet the following criteria:

- **The enclosure is no more than 12 feet in height.**
- **The rear, sides, and roof of the enclosure are screened, and other than the framing, do not contain any solid surfaces that impede sunlight to surrounding properties.**
- **The enclosure does not extend more than 7 feet beyond the waters edge, except for that portion of the enclosure that is connected to, and an integral part of, the principal structure. However, in no case may the enclosure be closer than 5 feet from the rear property line.**

Pool enclosures not meeting the above criteria are considered an accessory structure that must meet the district setbacks required for a principal structure.

SECTION 3. That the language of Section 114-761(2) is stricken as follows:

Every part of every yard shall be open and unobstructed from the ground up by any structure, except as follows:

~~(2) Screened swimming pool enclosures. Any swimming pool enclosure which consists of screening on three or more sides shall be considered as an accessory building for the purposes of this subpart, except that such screened swimming pool enclosure may be attached to an integral part of the principal building itself.~~

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of FEBRUARY 2026 for first reading.

Joshua Steele, Senior Planner, went through his staff report with the Board members as it pertains to the proposed Ordinance, which amends Section 114-742 (D)1 and 114-761(2) of the Land Development Regulations titled, "Principal buildings and accessory structures" and "Exceptions to minimum yard or lot coverage requirements" respectively, for the purpose of reducing the rear yard setback for pool screen enclosures. Under current rules, pool screen enclosures that are over 300 square feet are treated as accessory structures, which can impose larger setbacks that limit where homeowners can reasonably place them relative to their pool. As an example, a single-family home in the R-1 zoning district has a rear yard setback of 30 feet for principal and accessory structures that are over 300 square feet. Therefore, a pool screen enclosure that is over 300 square feet must be 30 feet from the rear property line. However, the code allows for a pool to be placed 5 feet from the same rear property line. If a homeowner were to have a pool installed at the 5-foot setback, they may not be permitted to screen in their pool under current City requirements. By allowing pool screen enclosures to follow a pool's 5-foot rear setback, the city can provide greater flexibility for homeowners while still maintaining safety and neighborhood character. This change can also help streamline permitting, reduce variance requests, and support consistent application of zoning standards. Mr. Steele stated to accomplish this goal, staff recommends the Code be amended as

follows: Add to Section 114-742(D)(1) the following underlined additional language: D. Pools, whether public or private, shall comply with Chapter 3, Articles I and II, the Florida Building Code, all applicable regulations of the Florida Department of Health and Rehabilitative Services and other State agencies, and to the following: 1. Setbacks: d. Pool Enclosures. Pool enclosure structures may be placed up to five feet from the rear property line provided they meet the following criteria: • The enclosure is no more than 12 feet in height. • The rear, sides, and roof of the enclosure are screened, and other than the framing, do not contain any solid surfaces that impede sunlight to surrounding properties. • The enclosure does not extend more than 7 feet beyond the water's edge, except for that portion of the enclosure that is connected to, and an integral part of, the principal structure. However, in no case may the enclosure be closer than 5 feet from the rear property line. Pool enclosures not meeting the above criteria are considered an accessory structure that must meet the district setbacks required for a principal structure. The language of Section 114-761(2) is stricken as follows: Every part of every yard shall be open and unobstructed from the ground up by any structure, except as follows: (2) Screened swimming pool enclosures. Any swimming pool enclosure which consists of screening on three or more sides shall be considered as an accessory building for the purposes of this subpart, except that such screened swimming pool enclosure may be attached to an integral part of the principal building itself.

Mr. Steele stated that staff recommends that the City Commission adopt an Ordinance of the City of Holly Hill, Florida, amending sections 114-742 and 114-761 of the city code to amend the setback requirement for pool screen enclosures meeting specific criteria, and removing unnecessary language.

Mayor Penny opened public participation.

Phil Wahby, Holly Hill.

Mayor Penny closed public participation.

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Penny Currie

Second: City Commissioner Debra Snow

Ayes: John Penny, Debra Snow, Penny Currie, Roy Johnson

Nays: Jeffrey DeLanoy

7. Public Hearings

1. 116 8th Street Variance

(Requested by Brian Walker, City Planner)

Joshua Steele, Senior Planner, went through his staff report with the Board members as it pertained to the variance request located at 116 8th Street. This is a variance request for a rear yard setback from the requirements of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements." A variance from the required rear yard setback of 30 feet to 3 feet for a parcel in the R-1 (Single-Family) zoning district. The applicant is requesting a variance to allow solar panels to be installed in the required rear setback of the house, from 30 feet to 3 feet, in order to build a ground-mounted solar panel farm. The requirements to meet this request are included in the agenda packet. Staff finds that the applicant has met all the criteria as stated within the packet to grant the requested variance and staff recommends approval of the request at 116 8th Street for a rear yard setback variance from the requirements of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements" from 30 feet to 3 feet in order to locate a

solar panel rack. ***(A copy of this meeting in its entirety is available upon request in the City Clerk's Office or available online on the city's YouTube channel).***

Holly Dragon, owner/applicant, spoke briefly.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.	
Result:	Passed [UNANIMOUS]
Mover:	Vice Mayor/City Commissioner Roy Johnson
Second:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

8. Communications

- a. Commissioner Snow reminded everyone about Bike Week coming up and to be safe.
- b. Commissioner Currie congratulated all the 2025 recipients, and congratulated the police promotions and the Swearing-In of the new police officer Kenneth Taylor; thanked the First Responders who had to respond to the accidents earlier last week and mentioned that the city's Police Advocate has been in touch with the families.
- c. Commissioner DeLanoy explained his reasoning for voting "no" on the pool enclosure ordinance set back and briefly mentioned the accident that happened on Nova Road.
- d. Commissioner Johnson was glad to be back and that he is in rehab right now, thanked everyone for their prayers.
- e. Mayor Penny encouraged everyone to keep an eye out in Tallahassee because there are new laws that are going before the Legislature to be aware of; educate yourself when it comes to the ballot summaries; thanked Police Chief Williams for a nice ceremony that was held at the News-Journal Center for the annual Police Awards Ceremony; Chief Williams has done and is continuing to do a great job in rebuilding the Holly Hill Police Department; great job and thank you to all the First Responders who has had to respond the the recent accidents in Holly Hill.

9. Adjournment

The meeting adjourned at approximately 7:30 PM.



City Commission
Minutes • February 10, 2026

City Commission Chamber	City Commission Workshop	5:00 PM
-------------------------	--------------------------	---------

City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

1. Call to Order

The workshop was called to order at approximately 5:02 PM.

2. Roll Call

Present:

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

Absent: N/A

3. Agenda Item(s)

1. City of Holly Hill's 125th Anniversary - Discussion with the Holly Hill Historic Society

(Requested by Joseph Forte, City Manager)

Mr. Forte mentioned that this workshop was to come together with the Holly Hill Historic Society and also present tonight is Paul Martel and a few of his friends from the American Legion Post 120 to help share some ideas from both sides as the city's 125th Anniversary is coming up this year. The State's 250th Anniversary is this year as well, and they are celebrating it on July 4th. Tonight's discussion will focus on what the Commission and the Historic Society and the American Legion Post 120 have in mind, to see if the city can do some kind of joint event with the upcoming events the city already has planned for this year.

Mr. Forte informed the Mayor and City Commissioners that he has been looking into having an LED drone show, which would cost approximately \$25,000 - \$30,000, and he would suggest that instead of fireworks. Mr. Forte mentioned that this year's National Night Out is scheduled for Tuesday, October 6th and the annual Car Show is scheduled for Saturday, October 17th. However, in regard to

the Car Show, he has been in touch with Tony Cassata to see if he would be interested in moving the Car Show to Saturday, October 10th. If Mr. Cassata is interested in doing that, he would make the recommendation to celebrate the city's 125th Anniversary on that day or holding it on the same night as National Night Out on October 6th.

Paul Martel, American Legion Post 120 came forward to share some ideas. Mr. Martel stated that the American Legion plans on celebrating the 250th States Anniversary on July 4th at the Post. He informed the Mayor and Commissioners that they plan on making it an all-day event for the community with bands, BBQ, games for the kids, placing a tent in the back of the property and has received confirmation to use the lot across the street for parking. He asked if the city would waive the permit fees for the event. He will come in and fill out a special event application. He asked about shutting down Walker Street temporarily for the event, but staff would have to get back to him on that request. Mr. Martel stated that he has a meeting scheduled with his team members as it pertains to their July 4th event and will inform them about what the city plans to do for its 125th Anniversary and welcomed one of the Commissioners to sit in on that meeting, which is next Wednesday at 5:00 PM. Mr. Martel stated he would be more than happy to help and assist and be a part of whatever the city decides to do for its anniversary. They are all here to be a part of that event, whether it be on National Night Out or during or after the Car Show.

There was some discussion amongst the Mayor, Commissioners and staff at this time. The Commission liked the idea of having the city's anniversary during the National Night Out event and making it an all-day event, like a block-party type event between City Hall and Sica Hall. That way folks attending can visit the museum as well. Possibly see if the American Legion and/or the Historic Society host a lunch of some kind. The weather / heat and timing of the event was a factor in the discussion as well, especially if they were going to do the drone show, it would have to be dark enough. Having the event during the summer, it doesn't get dark until close to 8:00 PM. There was consensus that October was a good month. Staff will look into the cost of getting some mini City of Holly Hill flags, cups with logo on them and lapel pins. Staff will also look into inviting small businesses, and possibly some food trucks. Mr. Forte mentioned that he will put together a small committee to work on the logistics of the event and hold another workshop over the next couple of months with everyone to give an update.

Dean Wiggins, Holly Hill Historic Society came forward to share some of their ideas. After hearing the conversations, he is in agreement with having the city's celebration during National Night Out and likes the idea of the LED drone show if the city can do that and Mr. Martel was open for whatever assistance the city

needed and that the American Legion Post 120 looks forward to being a part of the city's celebration.

(This workshop in its entirety is available upon request on a CD in the City Clerk's Office and available online on the city's YouTube channel.)

4. Adjournment

The workshop adjourned at approximately 5:45 PM.

DISCUSSION:

The City of Holly Hill requires reliable and efficient utility billing, printing, mailing, and related services to support the monthly billing of water, sewer, refuse, and other utility services for City residents and businesses. These services are essential to ensuring accurate billing, timely delivery of statements, and effective customer communication.

To obtain these services, the City issued Request for Proposals (RFP No. 26-FIN-01) for Utility Billing, Printing, Mailing, and Related Services. The RFP was publicly advertised and posted on VendorLink on December 31, 2025, in accordance with the City's procurement requirements. Sealed proposals were received and opened on January 29, 2026. Notice of the evaluation committee meeting was publicly posted on January 30, 2026. The evaluation committee convened on February 10, 2026, to evaluate the proposals and reach a consensus recommendation for award.

The RFP sought qualified vendors capable of providing comprehensive paper and electronic utility billing services, including meeting production and mailing deadlines, supporting electronic bill presentment, providing reporting, and offering customer support services. The City currently processes approximately 6,154 utility accounts per month across four billing cycles, utilizing both paper and electronic delivery options.

Three (3) proposals were received from the following firms:

- Infosend
- Enco
- Wolverine Solutions Group

An evaluation committee reviewed and evaluated each proposal in accordance with the criteria outlined in the RFP. Proposals were independently scored based on technical capability, quality assurance, experience and references, implementation plan and timeline, and cost. A formal tabulation of scores was completed.

Based on the evaluation committee's review and scoring, Infosend received the highest overall score and was determined to provide the best overall value to the City. Infosend demonstrated strong technical qualifications, relevant municipal utility billing experience, a comprehensive implementation plan, and competitive pricing. The proposed pricing is estimated to result in a cost savings of approximately \$2,517.00 per year compared to current rates.

FISCAL ANALYSIS:

All costs associated with utility billing, printing, and related services are incorporated into the City's adopted operating budget and funded through existing utility revenues, recorded in General Ledger account 001-1303-513-3400 No additional budget appropriation is required at this time.

STAFF RECOMMENDATION:

Approval to award RFP No. 26-FIN-01, Utility Billing, Printing, Mailing, and Related Services, to Infosend as the highest-ranked proposer, and authorization for the City Manager to negotiate and execute a contract.

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.

RESOLUTION 2026-R-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED RFP NO. 26-FIN-01 FOR UTILITY BILLING, PRINTING, MAILING, AND RELATED SERVICES TO INFOSEND; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill requires reliable and efficient utility billing, printing, mailing, and related services to support the monthly billing of water, sewer, and other utility accounts for City residents and businesses; and

WHEREAS, the City issued Request for Proposals (RFP No. 26-FIN-01) for these services, which was publicly advertised and posted on VendorLink on December 31, 2025, in accordance with the City's procurement requirements; and

WHEREAS, sealed proposals were received and opened on January 29, 2026, from three (3) firms: Infosend, Enco, and Wolverin Solutions Group; and

WHEREAS, an evaluation committee reviewed and scored each proposal based on technical capability, quality assurance, experience and references, implementation plan and timeline, and cost; and

WHEREAS, Infosend received the highest overall score and was determined to provide the best overall value to the city; and

WHEREAS, the costs associated with these services are included in the City's adopted operating budget and will be funded through existing utility revenues; and

WHEREAS, the City Commission has determined that awarding RFP No. 26-FIN-01 to Infosend is in the best interest of the city and its residents.

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

SECTION 1. AUTHORIZATION OF CONTRACT. The City Manager is authorized to negotiate and execute a contract with Infosend for RFP No. 26-FIN-01, Utility Billing, Printing, Mailing, and Related Services. The contract shall reflect the terms and pricing approved by the City Commission. Costs for these services will be paid from existing utility revenues as provided in the adopted budget.

SECTION 2. SEVERABILITY. If any provision of this Resolution is held illegal, invalid, or unenforceable, the remainder shall not be affected and shall remain in full force and effect.

SECTION 3. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

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

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026.

Request For Proposal

NUMBER

RFP No. 26-FIN-01



Utility Billing, Printing, Mailing & Related Services

Michele Moore, Finance Director

TABLE OF CONTENTS
CITY OF HOLLY HILL, FLORIDA
Utility Billing, Printing, Mailing & Related Services
RFP BID# 26-FIN-01

SECTION 1 — INVITATION TO PROPOSE & GENERAL INFORMATION

1.1 Public Notice	Page 1
1.2 Proposal Submission Deadline	Page 1
1.3 Pre-Proposal Conference Meeting	Page 1
1.4 RFP Documents & Addenda	Page 1
1.5 Questions / Contact Information	Page 1
1.6 Lobbying / Unauthorized Communications	Page 1
1.7 Proposal Submission Instructions	Page 2
1.8 Legal Disclaimer Items	Page 2
Delivery Disclaimer	Page 2
Reservation of Rights	Page 2
Public Entity Crimes Statement	Page 2
1.9 Notice of Award	Page 2
1.10 Protest Procedures	Page 2

SECTION 2 — SCOPE OF SERVICES & TECHNICAL REQUIREMENTS

2.0 Introduction / Background / Objectives.....	Page 3
2.1 Estimated Service Volumes	Page 3
2.2 Description of Services (Scope of Work)	Page 3
• Core Services	
2.3 Billing Delivery, Reporting & Mailing Requirements	Page 4
• File Transmission	
• Printing, Folding & Mailing Requirements	
• Invoice & Postage Requirements	
• Reporting & Quality Control Procedures	
2.4 Customer Support & Data Security	
• Dual-Channel Billing	Page 5
• Paper Billing and Mailing	Page 5
• Production & Delivery Standards	Page 5
• Data Security, Privacy & Confidentiality	Page 5
• Customer Support	Page 6

SECTION 3 — PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA

Proposal Submission Format

3.1 Letter of Introduction	Page 6
3.2 Structured Responses	Page 7

3.3 Required Forms and Certifications	Page 7
3.4 Proposal Organization Checklist.....	Page 7
3.5 Proposal Declaration & Authorization Certification	Page 8
3.6 Cost Proposal	Page 9
3.7 Completion of Services / Timeline	Page 10
3.8 System Testing and Transition Plan	Page 10
3.9 Vendor Qualifications, Experience & Data Security Summary.....	Page 11
3.10 Municipal Utility Billing Experience	Page 11
3.11 Data Security & Privacy	Page 11
• Protection of Customer Information	
• Security for Communication with the City	
• Compliance	
• Backup, Disaster Recovery, and Business Continuity	
• Data Breach and Security Incident Response	
• Additional Security Measures	
3.12 Financial Stability	Page 12
3.13 Relevant Experience	Page 12
3.14 References	Page 12
3.15 Evaluation Criteria (100 Points Total)	Page 12
3.16 Listing of Subcontractors	Page 13
3.17 Required Disclosure	Page 13

SECTION 4 — REQUIRED FORMS, TERMS & CONDITIONS

4.1 Payment of Taxes	Page 13
4.2 Prohibition of Gifts and Gratuities.....	Page 13
4.3 Insurance Requirements	Page 13
4.4 Indemnification	Page 14
4.5 Sworn Statement Under Section 287.133(3)(a)	Page 15.16
4.6 Certification of Integrity	Page 17
4.7 Compliance with the Public Records Law	Page 18
4.8 Vendor E-Verify Affidavit (Section 448.095, Florida Statutes)	Page 19
4.9 W-9 Request for Taxpayers Identification.....	Page 20

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (Utility Billing, Printing, Mailing & Related Services).....	Page 21
Article 1 – Services	Page 21
Article 2 – Term	Page 21
Article 3 – Compensation	Page 22
Article 4 – Independent Contractor	Page 22
Article 5 – Insurance	Page 22
Article 6 – Indemnification	Page 22
Article 7 – Confidentiality & Data Security	Page 23
Article 8 – Termination	Page 23
Article 9 – Assignment	Page 23
Article 10 – Public Records	Page 23

Article 10.1	Page 23
Article 10.2	Page 23
Article 11 – Governing Law & Venue	Page 23
Article 12 – Entire Agreement	Page 23
Signatures / Attestation	Page 24
Award Letter	Page 25

Request For Proposal
CITY OF HOLLY HILL, FLORIDA
Utility Billing, Printing, Mailing & Related Services
RFP BID# 26-FIN-01

SECTION 1 — INVITATION TO PROPOSE & GENERAL INFORMATION

1.1 Public Notice

The City of Holly Hill, Florida (the “City”) is accepting sealed proposals from qualified firms to provide: Utility Billing, Printing, Mailing, and Related Services.

1.2 Proposal Submission Deadline

Sealed proposals will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 2:00 p.m. on January 29, 2026**, at which time proposals will be publicly opened and proposers’ names read aloud in the City Hall Commission Chamber.

1.3 Pre-Proposal Conference meeting:

A non-mandatory pre-proposal conference meeting will be held at **2:00 pm January 13, 2026**, in the City of Holly Hill Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

1.4 RFP documents & Addenda

A complete copy of the RFP documents may be obtained electronically through **VendorLink** at www.myvendorlink.com.

Any addenda issued for this RFP will be posted exclusively on VendorLink. It is the responsibility of each proposer to verify that all addenda have been received before submitting a proposal.

1.5 Questions / Contact information

All questions regarding this RFP shall be submitted in writing to:

Mary Mearsheimer
mmearsheimer@hollyhillfl.org

Questions must be received **no later than 5:00 p.m. on January 23, 2026**

1.6 Lobbying / Unauthorized Communications

To ensure a fair and impartial evaluation process, proposers and their representatives shall not contact any member of the City Commission or City staff regarding this RFP from the date of issuance through final award, except as expressly permitted in this RFP.

All communications regarding this RFP shall be directed only to the City’s designated contact person.

1.7 Proposal Submission Instructions

- One (1) signed original hard copy
- One (1) electronic copy (USB flash drive)
-

Delivered in a sealed envelope marked:

“RFP 26-FIN-01 – Utility Billing, Printing, Mailing & Related Services”

Addressed to:

City Clerk

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, FL 32117-2898

1.8 Legal Disclaimer Items

Delivery Disclaimer:

The City of Holly Hill is not responsible for delays in U.S. Mail, private carriers, or messenger services that may cause a proposal to be delivered after the designated deadline. Proposals received after the specified date and time will not be considered.

Reservation of Rights:

The City reserves the right to accept or reject any or all proposals, waive technical or non-substantial irregularities, and award the contract in a manner deemed to be in the best interest of the City.

Public Entity Crimes statement:

All proposers must submit a fully executed Public Entity Crime Sworn Statement, Form PUR 7068, in accordance with Section 287.133(3)(a), Florida Statutes.

1.9 Notice of Award

The City will provide written notice of award to the selected proposer after completion of the evaluation process and approval by the City Commission, if required.

1.10 Protest Procedures

Any protest or appeal related to this Request for Proposal shall be governed by the City of Holly Hill’s Purchasing Policies and Procedures, as adopted by Resolution No. 2018-30, as may be amended. Copies of the applicable procedures may be obtained from the City Clerk.

SECTION 2 — SCOPE OF SERVICES & TECHNICAL REQUIREMENTS

2.0 Introduction / Background / Objectives

The City of Holly Hill, Florida (the “City”), is seeking proposals from qualified and experienced vendors to provide comprehensive utility billing, printing, mailing, and related services. The scope includes production and delivery of paper and electronic utility bills, customer communications, and associated support services.

The City’s goal is to obtain a vendor capable of providing efficient, accurate, and secure billing services while meeting strict production and delivery deadlines and maintaining data security. The selected vendor will also provide reporting, customer support, and flexible solutions to meet the City’s evolving billing needs.

The City intends to award a contract to the proposer whose response provides the best overall value, based on demonstrated technical capability, relevant experience, implementation approach, staffing, cost, and other evaluation criteria outlined in this RFP. Vendors are encouraged to propose innovative technology solutions and service enhancements that align with the City’s objectives and improve overall efficiency and customer satisfaction.

2.1 Estimated Service Volumes

The City currently bills approximately 6,154 utility accounts per month, distributed over four billing cycles. Of these accounts, approximately 35% receive electronic bills (e-billing), with the remainder receiving paper statements.

Volumes may fluctuate month-to-month, and the figures above are provided solely for proposal preparation purposes. Proposers shall base unit pricing on these estimated quantities. The City reserves the right to adjust service levels during the contract term.

2.2 Description of Services (Scope of Work)

The City seeks a qualified and experienced vendor to provide comprehensive utility billing services, including physical bill production, electronic bill presentment and related services. Services may include, but are not limited to:

Core Services

- Generating and printing monthly utility bills (paper & electronic)
- Folding, inserting, and mailing statements and notices
- Processing returned or undelivered mail statements, updating customer addresses and corrections using the National Change of Address (NCOA) database, returning corrected address data to the City, and ensuring corrected bills are reissued or forwarded as appropriate
- Maintaining data security and confidentiality for both paper and electronic billing
- Providing customer communication inserts, notices, and messages as needed.
- The vendor shall provide a dedicated section on the billing page to display Important Dates and City news, allowing the City to update content as needed.
- Meeting strict production and mailing deadlines
- Performing any other services reasonably required to complete the work

Vendors are expected to offer electronic address updates prior to mailing, ensuring that customer records are current before bills are sent to the USPS. Vendors may describe any additional services or tools they offer to enhance address accuracy and support the bill printing and mailing process.

The Vendor shall support flexible bill and notice design, including formatting changes, graphics, color, bar coding, and other enhancements as required by the City. Services not explicitly mentioned but reasonably required to complete the work shall be considered within the contract scope. The City uses Tyler Pro 10 for all utility billing.

All services described herein that are part of the routine monthly billing process, including but not limited to printing, processing, mailing, electronic delivery, NCOA processing, household billing, outsort handling, and standard inserts, shall be deemed included in the Contractor's base pricing unless explicitly identified as a separately billable line item in the Cost Proposal.

2.3 Billing Delivery, Reporting & Mailing Requirements

File Transmission:

- The vendor must have the ability to accept CVS bill files using an online upload or a standard FTP (not encrypted) or SFTP(encrypted) transmission.

Printing, Folding & Mailing Requirements:

- The vendor must fold the 8½ x 11 bills, combine the inserts, a #9 windowed return envelope or #9 preprinted return envelope, and stuff these items into a #10 windowed envelope. The #10 envelope must have the preprinted return address for the City of Holly Hill.
- The vendor must have the capability to suppress the inserting of envelopes for certain customers, based on City requirements.
- The vendor must have the capability to print City logos and multiple page bills (also indicated with OMR marks). Multiple page bills are an exception, less than 0.025%.
- Bills must be mailed via presorted first-class mail to maximize postal discounts at the postal rates for bulk mail. Bills are presorted in the daily PDF files sent to the vendor.
- The City should be able to verify proof of delivery to the USPS on an as-needed basis.

Invoice & Postage Requirements:

- The vendor shall provide the City with a monthly invoice, broken down by each billing cycle or data/print file submitted by the City. Each invoice must detail the number of bills processed, postage costs, and any other itemized charges. All postage costs will be initially incurred by the vendor and billed to the City at cost.
- The vendor must mail bills using the USPS 5-Digit Rate (or the lowest qualifying rate) to maximize postage discounts.

Reporting & Quality Control Procedures:

- The City should be able to track all files that have been sent to the vendor before, during, and after processing, such as a File Confirmation Report confirming receipt of file transmission.
- Daily Production Confirmation Reports should be sent via email immediately after processing is complete.
- Reports should include volume of bills received for processing, volume printed, and volume emailed.
- Vendors should provide any history of weather delays for mail transportation from the vendor's facility to the USPS.
- Vendors should provide details regarding quality control procedures, including:
 1. Ability to pull a bill from production processing and the process for doing so
 2. Procedures for ensuring that bill file transmissions are completed successfully
 3. Procedures for correcting issues

2.4 Customer Support & Data Security

Dual-Channel Billing:

- Support both electronic bill presentment and paper billing.
- Allow the City to manage customer preferences for paper or electronic billing, including switching options during the contract term.

Paper Billing and Mailing:

- Generate accurate paper bills per City formatting requirements.
- Fold, insert, and mail statements and notices promptly to meet deadlines.
- Handle returned mail and update customer addresses as necessary, including National Change of Address (NCOA) processing.
- Accept and process billing files transmitted via online upload, FTP, or SFTP from the City.
- Provide proof of delivery and daily production confirmation reports for all mailings.

Production & Delivery Standards:

- Meet all agreed production and mailing deadlines for both electronic and paper billing.
- Ensure bills and notices are delivered accurately and in a timely manner to minimize customer complaints and late payments.
- Maintain procedures to track and correct any issues during bill processing, including the ability to pull bills from production if necessary.

Data Security, Privacy & Confidentiality:

- Maintain strict confidentiality of customer information for both paper and electronic channels.
- Implement robust controls to protect against unauthorized access, data breaches, or loss of sensitive information.
- Maintain appropriate backup, disaster recovery, and business continuity procedures to ensure uninterrupted billing operations.
- Provide details about disaster recovery facilities, including locations, capabilities, and processes for continuing bill production if the main facility becomes inoperable.
- Include a summary of the disaster recovery plan, including failover procedures and estimated recovery times.

Customer Support:

- Provide customer support during normal business hours of 8:00 a.m.–5:00 p.m., Eastern Time, Monday through Friday.
- Describe procedures for after-hours support, including response times and escalation procedures.
- Include a list of company-observed holidays.
- Provide a detailed process for customer service and issue reporting, including how issues are tracked, communicated to the City, and resolved.

SECTION 3 - PROPOSAL INSTRUCTIONS & EVALUATION CRITERIA

This section outlines the materials required for evaluation, including Proposal Declaration, Cost Proposal, Timeline, Qualifications, Experience, References, and Subcontractors. Vendors should respond directly under each heading. The Authorized Certification / Signature block in this section confirms that all information provided is complete, accurate, and in compliance with the RFP requirements.

Evaluation criteria are included in this section to show how proposals will be scored. Vendors should review these criteria carefully to ensure all required information is included.

Proposal Submission Format

To ensure a consistent and thorough evaluation, the City requires that all proposals follow the format outlined below:

3.1 Letter of Introduction (Required)

Each proposal must include a one-page letter of introduction at the beginning of the submission. This letter should:

- Summarize the vendor's company and key qualifications.
- Describe the vendor's overall approach to providing utility billing, printing, mailing, and related services.
- Confirm the vendor's understanding of the RFP requirements and commitment to meeting the City's objectives.

3.2 Structured Responses

All proposals must respond **directly to each section and question in the order listed** in Section 3 of this RFP. Responses should be clearly labeled to match the corresponding section numbers (e.g., 3.2 Cost Proposal, 3.3 Completion of Services / Timeline, 3.4 System Testing and Transition Plan, etc.).

- Vendors should not combine, skip, or reorder questions.
- Supporting documents should be clearly referenced and included as appendices.
- Each response should be complete, concise, and include all requested information and documentation.

3.3 Required Forms and Certifications

All required forms, certifications, and signatures (e.g., Proposal Declaration & Authorization Certification, Public Entity Crime Statement, W-9, etc.) must be included in the proposal package.

3.4 Proposal Organization Checklist

- Letter of Introduction (required, 1 page)
- Section 3.5 – Proposal Declaration & Authorization Certification
- Section 3.6 – Cost Proposal
- Section 3.7 – Completion of Services / Timeline
- Section 3.8 – System Testing and Transition Plan
- Sections 3.9-3.14 – Vendor Qualifications, Experience, Data Security, Financial Stability, References
- Section 3.16 – Listing of Subcontractors
- Required Forms from Section 4
- Sworn Statement Under Section 287.133(3)(a)
- Certification of Integrity
- Compliance with the Public Records Law
- Vendor E-Verify Affidavit (Section 448.095, Florida Statutes)
- W-9 Request for Taxpayers Identification

Following this format will allow the City to evaluate proposals efficiently and fairly.

Post-Award Submissions (Agreement and Insurance):

The agreement associated with this RFP and the required Certificate of Insurance do not need to be submitted with the proposal. The selected vendor will be required to execute the agreement and provide the Certificate of Insurance after the award has been made. Vendors may, at their option, submit a signed agreement and/or the Certificate of Insurance with their proposal.

3.5 Proposal Declaration & Authorization Certification

City of Holly Hill – RFP No. 26-FIN-01 Utility Billing, Printing, Mailing & Related Services

The undersigned, as Proposer, declares and certifies that:

1. The only persons interested in this proposal as principals are those named herein; no other persons have any interest in this proposal.
2. The proposal is submitted in good faith, without collusion, fraud, or misrepresentation.
3. All information in the proposal, including the Cost Proposal, Timeline, Qualifications, References, and Subcontractors, is complete and accurate.
4. The proposer agrees to all terms, conditions, and requirements of this RFP.
5. Any addenda issued for this RFP have been considered in preparing this proposal.
 - Addendum No. _____ Dated: _____
 - Addendum No. _____ Dated: _____
 - Addendum No. _____ Dated: _____
6. This proposal is valid for 120 days from the submission date.
7. The undersigned is authorized to submit this proposal on behalf of the Proposer and certifies that the statements made herein are true and correct.
8. The proposer acknowledges receipt of and review of the draft contract attached as Exhibit A and agrees to execute the contract in substantially the same form if selected for award.

By signing below, the Authorized Representative acknowledges and affirms that the Proposer has read, understood, and agrees to all statements and commitments outlined above.

Authorized Representative: _____

Title/Position: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

3.5 Cost Proposal

Proposers shall provide all costs to perform the required services, including labor, materials, equipment, and software, rounded to the nearest cent; the total cost will be used for evaluation purposes.

Clarification of Other Related Costs:

Other Related Costs shall be limited to services specifically requested in writing by the City that are outside the routine monthly billing, printing, mailing, and electronic billing processes (e.g., special one-time notices, City-initiated reprints). Routine services described in Sections 2.1 and 2.2, including NCOA processing, household billing, outsort handling, and standard inserts, shall be provided as part of the base services and either included in unit prices or separately identified in the fee schedule where expressly requested by the City. Routine inserts are included in unit costs; only City-requested special inserts may be billed separately.

SERVICE	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Utility Billing, Printing & Processing	Per Account	3,130	\$ _____	\$ _____
Mail	Per Piece	2,614	\$ _____	\$ _____
Mail Inserts & Special Envelopes	Per Piece	205	\$ _____	\$ _____
Online Billing Electric Statements	Per Account	516	\$ _____	\$ _____
Other Related Costs	Per Occurrence	As needed	\$ _____	\$ _____
Implementation Fee	One time		\$ _____	\$ _____
Total Cost: \$ _____				

Vendor Name: _____

Authorized Signature: _____

Date: _____

By signing above, the vendor certifies that the prices submitted are correct and binding.

3.7 Completion of Services / Timeline

Vendors shall perform all services according to the City's four-cycle billing schedule by geographic quadrants. Each cycle includes billing preparation, printing, mailing, and online statement posting.

Provide expected durations for each task under normal operating conditions (typical performance, not maximum allowable time). One expected duration may be provided per task, applicable to all four billing cycles.

Billing Cycle / Task	Duration / Turnaround Time (use hours or days)
Confirmation of Receiving Billing Data	
Bill Generation (Electronic)	
Bill Generation (Paper)	
City Reviews and Approves	1 hour
Electronic Send-Out	
Mail Drop (Paper)	
Confirmation Statement for Electronic Delivery	
Confirmation Statement for Mail Drop	

Paper Billing – Preparation of paper bills for mailing, including:

- Generation of bills
- Submission to the City for review and approval
- Printing, assembly, and mailing of approved bills

Provide a brief description of your workflow and any quality control measures that ensure timely completion for each billing cycle.

3.8 System Testing and Transition Plan

The Proposer shall provide a plan to test all systems and processes before full implementation and respond directly to each item below in their RFP submission. Responses must be clear and concise.

1. **Key Testing Steps:** Describe the approach your team will use to verify accurate bill generation, mailing, electronic statements, and related services.
2. **Estimated Duration:** Provide the approximate time required to complete testing and prepare for live operations.
3. **Acceptance Criteria:** Explain how you will determine that testing is successful and ready for full implementation.
4. **Error Resolution:** Describe your method for identifying, correcting, and re-testing any issues before going live.
5. **Implementation Methodology:** Brief overview of project execution for efficient rollout.

3.9 Vendor Qualifications, Experience & Data Security Summary

Vendors shall provide information about:

1. Technical capability and relevant experience.
2. Municipal utility billing experience, including number of years, approximate number of accounts managed, types of utilities serviced, and previous experience with paper billing, electronic billing, and mailing services.
3. Financial stability and ability to sustain operations for the contract duration.
4. Firm size, resources, and capabilities to support required services.

3.10 Municipal Utility Billing Experience

1. Number of years providing municipal utility billing services:
2. Approximate number of accounts managed:
3. Types of utilities serviced (e.g., water, sewer, stormwater):
4. Describe previous experience with paper billing, electronic billing, mailing services:
5. Describe any innovative solutions or process improvements implemented for municipal billing:

3.11 Data Security & Privacy

Vendors shall provide detailed information about their data security and privacy practices for handling the City's utility billing information. Responses should address the following:

1. **Protection of Customer Information**
 - A. Describe the measures in place to protect customer information for both paper and electronic billing.
 - B. Include procedures to ensure that only authorized personnel are admitted to areas producing the City's bills and notices.

2. Security for Communication with the City

Describe in detail how security is handled for information shared between the vendor and the City via email, online uploads, FTP, SFTP, or other transmission methods.

3. Compliance

Describe compliance with applicable privacy regulations (e.g., Florida Information Protection Act, GLBA if applicable).

4. Backup, Disaster Recovery, and Business Continuity

Describe procedures for backup, disaster recovery, and business continuity to ensure uninterrupted billing operations.

5. Data Breach and Security Incident Response

Describe procedures for identifying, responding to, and reporting any data breaches or security incidents.

6. Additional Security Measures

List any additional certifications, audits, or security protocols followed by your organization to enhance data protection and privacy.

3.12 Financial Stability

Provide evidence of your company's financial stability, such as the most recent balance sheet, income statement, or other documentation, and include any additional comments regarding your company's ability to sustain operations for the duration of the contract.

3.13 Relevant Experience

Describe your company's municipal utility billing experience, including account volumes, utility types, related services, and experience with municipal utility billing software.

3.14 References

Please provide three current utility billing clients for whom your company is actively providing services. For each reference, include the following information separately: organization name, primary contact name, contact phone number, contact email address, and the number of years your company has provided billing services to that client.

3.15 Evaluation Criteria (100 Points Total)

Proposals will be evaluated and scored based on the criteria below. Vendors should provide clear and complete responses to each category to ensure full points can be awarded.

Category	Points	Description / Considerations
Technical Capability	25	Demonstrated ability to perform utility billing services, including printing, mailing, and related utility billing tasks.
Quality Assurance & Security	15	Measures to ensure accurate billing, regulatory compliance, disaster recovery
Experience & References	20	Relevant past projects, years of experience, and references from clients with similar requirements.
Implementation Plan & Timeline	15	Proposed transition plan, timeline for assuming services, and workflow efficiency.
Cost / Pricing	25	Overall cost, including pricing structure, optional services, and any applicable discounts.
Total Points:	100	

3.16 Listing of Subcontractors

If the Proposer intends to use any subcontractors to perform any portion of the required services, the Proposer shall provide the following information for each subcontractor: name, address, contact person and phone number, scope of services to be performed, and relevant experience.

3.17 Required Disclosure

At its sole discretion, the City of Holly Hill, Florida may reject any Proposal submitted by a Proposer whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information.

By submitting a proposal, the Proposer recognizes and accepts that the City may reject the proposal based upon the exercise of its sole discretion and waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.

SECTION 4 — REQUIRED FORMS, TERMS & CONDITIONS

4.1 Payment of Taxes

The Contractor shall be responsible for the payment of all applicable federal, state, and local taxes associated with the services provided under this contract. All such taxes shall be included in the prices submitted in the proposal. No additional compensation will be made for taxes not included in the proposal.

4.2 Prohibition of Gifts and Gratuities

In accordance with **Chapter 112, Part III, Florida Statutes**, proposers, contractors, and their representatives, shall not offer or provide, directly or indirectly, any gift, gratuity, favor, loan, service, or other item of value to any City employee or official in connection with this RFP or any resulting contract.

4.3 Insurance Requirements

Insurance

The successful proposer shall, at its sole expense, procure and maintain insurance coverage of the types and limits specified below for the duration of the contract and any renewal periods. **Proof of insurance shall be provided prior to contract execution** and upon request during the term of the contract.

All insurance shall be issued by companies authorized to do business in the State of Florida and rated **A- or better by A.M. Best**.

Required Coverage

1. **Commercial General Liability**
 - Including products/completed operations
 - Minimum limits:

- \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- 2. **Automobile Liability**
 - Covering owned, non-owned, and hired vehicles
 - Minimum limit:
 - \$1,000,000 combined single limit per accident
- 3. **Workers' Compensation**
 - As required by Florida law
 - Including Employer's Liability with minimum limits of:
 - \$100,000 each accident
 - \$100,000 disease – each employee
 - \$500,000 disease – policy limit
- 4. **Cyber Liability / Data Breach Insurance**
 - Covering unauthorized access, data breach, privacy violations, network security, and related notification costs
 - Minimum limit:
 - \$1,000,000 per occurrence

Additional Requirements

- The **City of Holly Hill** shall be named as an **Additional Insured** on the Commercial General Liability and Automobile Liability policies.
- Coverage shall be **primary and non-contributory** with respect to any insurance maintained by the City.
- Certificates of Insurance shall provide that the City receive **at least thirty (30) days' prior written notice** of cancellation, non-renewal, or material change.
- Failure to maintain required insurance shall constitute a **material breach of contract** and may result in termination.

The successful proposer shall provide the City with a Certificate of Insurance evidencing the required coverages prior to contract execution and shall maintain such coverage for the duration of the contract.

Insurance Conditions

- Coverage required under this contract shall be **primary and non-contributory** with respect to any insurance maintained by the City.
- Any deductibles or self-insured retentions shall be the **sole responsibility of the Contractor**.
- The Contractor shall be responsible for payment of all insurance premiums.
- The City shall have no obligation to pay premiums, assessments, or deductibles related to the Contractor's insurance coverage.

4.4 Indemnification

The Contractor shall indemnify, defend, and hold harmless the **City of Holly Hill**, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors in the performance of services under this contract.

Nothing in this provision shall be construed as a waiver of the City's sovereign immunity or a limitation of the City's rights under **Section 768.28, Florida Statutes**, or other applicable law.

This indemnification obligation shall survive the termination or expiration of the contract.

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for

_____.

This sworn statement is submitted by _____ whose business address is _____ and (if applicable)

its Federal Employer Identification Number (FEIN) is _____. (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is _____ and my relationship to the entity named above is

_____.

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph **287.133(1)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature) _____ Date: _____

State of _____ County of _____.

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

who, after first being sworn by me, affixed her/his signature in the space provided above on this

_____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CERTIFICATION OF INTEGRITY- Anti-Collusion & Conflict of Interest Statement

ANTI-COLLUSION:

By signing this form, the undersigned certifies that this proposal is submitted **without any understanding, agreement, or connection** with any other person, corporation, or firm submitting a proposal for the same purpose. The proposal is in all respects **fair, without collusion or fraud**, and reflects the Proposer's independent judgment.

CONFLICT OF INTEREST:

The undersigned further certifies that, to the best of their knowledge, neither the Proposer nor any of its officers, directors, employees, or agents have any **financial, personal, or other interests** that could create a **conflict of interest** in performing the services requested by the City of Holly Hill. The Proposer agrees to promptly disclose any potential conflicts that may arise during the course of this engagement.

By signing below, the Proposer acknowledges acceptance of the terms and conditions of the RFP specifications and agrees that the proposal will remain valid for **ninety (90) days** from the opening date.

Name of Firm: _____

Authorized Signature: _____

Printed Name & Title: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Date: _____

4.7 COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: RFP # 26-FIN-01

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

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

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____



4.8 VENDOR E-VERIFY AFFIDAVIT BID NO. 26-FIN-01
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

I, the undersigned, hereby certify that _____ (Insert contractor company name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I understand that enrollment in the E-Verify system for employers can be done at www.e-verify.gov

A true and correct copy of _____ (Insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form.)

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company referenced herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – F

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before _____ me by means of physical presence or _____ online

Notarization, this _____ day of _____, 20____,

By _____ as _____ of _____

On behalf of the company. He/she is personally known to me or has produced

(Type of ID) as identification.

Notary Public, State of Florida at Large

Printed, typed or stamped date, commission and expiration of commission.

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)		
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
City of Holly Hill 1065 Ridgewood Ave Holly Hill Florida 32117		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
	-
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DRAFT PROFESSIONAL SERVICES AGREEMENT
Utility Billing, Printing, Mailing & Related Services
26-FIN-01

This Professional Services Agreement is entered into this **25th day of February, 2026** (“Effective Date”), by and between the City of Holly Hill, Florida, a Florida municipal corporation (“City”), and _____, a _____ organized under the laws of the State of _____ (“Contractor”). The City and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

ARTICLE 1 – SERVICES

1.1 Scope of Services

The Contractor shall provide comprehensive utility billing, printing, mailing, and related services in accordance with:

- Request for Proposal No. 26-FIN-01
- Contractor’s proposal submitted in response thereto
- All addenda issued by the City (collectively, the “Contract Documents”).

The Contractor shall perform all services in a professional manner consistent with generally accepted industry standards and in strict compliance with the requirements, schedules, and performance expectations set forth in the Contract Documents.

1.2 Performance Standards and City Approval

The Contractor shall meet all production, delivery, accuracy, and reporting requirements identified in the Contract Documents. All bill formats, inserts, notices, electronic templates, process changes, and customer communications shall be subject to prior review and approval by the City.

Failure to meet required deadlines, quality standards, or performance expectations may constitute a material breach of this Agreement.

1.3 Changes in Scope

No changes, additions, or modifications to the Scope of Services shall be performed without prior written authorization by the City. The City shall not be obligated to pay for services performed outside the approved Scope of Services unless such services are authorized in writing by the City Manager or the City Manager’s designee.

1.4 No Implied Obligations

The Contractor shall not perform, and the City shall not be responsible for payment of, any services not expressly required by the Contract Documents unless approved in writing in advance by the City.

ARTICLE 2 – TERM

2.1 Term

The term of this Agreement shall commence upon execution by both Parties and shall continue for an initial term of three (3) years. Thereafter, the Agreement may be renewed annually, at the sole discretion of the City, upon written approval by the City Manager or the City Manager’s designee

2.2 Commencement of Services

Services shall commence upon execution of this Agreement or upon written authorization from the City, whichever occurs later.

ARTICLE 3 – COMPENSATION

3.1 Compensation

The City shall compensate the Contractor only for services performed and only in accordance with the pricing set forth in the Contractor's proposal, as approved by the City and attached hereto as Exhibit B. Such pricing shall remain firm for the initial term of the Agreement.

Any price adjustments, increases, or modifications shall require prior written approval by the City and shall be effective only upon execution of a written amendment or renewal approved by the City Manager or the City Manager's designee.

3.2 No Guaranteed Volume

The City does not guarantee any minimum volume of services. Estimated quantities provided in the RFP are for evaluation purposes only.

3.3 Invoicing and Payment

The Contractor shall invoice the City monthly for services rendered. Payment shall be made in accordance with Section 218.70, Florida Statutes (Local Government Prompt Payment Act).

ARTICLE 4 – INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee, agent, or partner of the City. The Contractor shall be solely responsible for all personnel, taxes, benefits, and obligations arising from the performance of this Agreement.

ARTICLE 5 – INSURANCE

The Contractor shall maintain insurance coverage as required in **Section 4.8 of the RFP**, which is incorporated herein by reference. Certificates of Insurance shall be provided prior to execution of this Agreement and upon request.

ARTICLE 6 – INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the City of Holly Hill, its elected officials, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of the negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors in the performance of this Agreement. Nothing herein shall be construed as a waiver of the City's sovereign immunity under **Section 768.28, Florida Statutes**. This provision shall survive termination of this Agreement.

ARTICLE 7 – CONFIDENTIALITY & DATA SECURITY

The Contractor shall maintain the confidentiality of all customer and City data and comply with applicable data protection laws, including the **Florida Information Protection Act (Section 501.171, Florida Statutes)**

ARTICLE 8 – TERMINATION

8.1 Termination for Convenience

The City may terminate this Agreement for convenience upon thirty (60) days' written notice.

8.2 Termination for Cause

The City may terminate this Agreement immediately for cause if the Contractor materially breaches any provision and fails to cure within a reasonable time.

ARTICLE 9 – ASSIGNMENT

The Contractor shall not assign or transfer this Agreement without the prior written consent of the City.

ARTICLE 10 – PUBLIC RECORDS

The Contractor shall comply with **Chapter 119, Florida Statutes**, as required in the RFP. This obligation survives termination of the Agreement.

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

10.2 Contractor Responsibilities

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

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

ARTICLE 11 – GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue shall lie exclusively in **Volusia County, Florida.**

ARTICLE 12 – ENTIRE AGREEMENT

This Agreement, together with the RFP 26-FIN-01 and the Contractor's proposal, constitutes the entire agreement between the Parties. In the event of a conflict, the provisions of this Agreement shall control.

SIGNATURES: IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF HOLLY HILL, FLORIDA

CONTRACTOR

By: _____

By: _____

Name: _____

Title: City Manager

Name: _____

Date: _____

Date: _____

ATTEST: _____

Valerie Manning (City Clerk)



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

Date: _____

Vendor Name _____

Vendor Address _____

Subject: Award of Contract – Utility Billing, Printing, and Mailing Services (RFP # 26-FIN-01)

Dear _____,

The City of Holly Hill is pleased to notify you that your firm, _____, has been selected as the successful proposer for Utility Billing, Printing, and Mailing Services in response to RFP #26-FIN-01.

This award is based on your proposal demonstrating the ability to provide high-quality, cost-effective, and reliable services that meet the City's requirements. Your firm's experience, technical capability, and commitment to service excellence were key factors in the City's evaluation.

Next Steps:

1. Contract Execution: Please review the enclosed contract and return a signed copy by _____.
2. Insurance and Compliance: Ensure all required insurance certificates, business licenses, and compliance documentation are submitted prior to the start of services.

We look forward to working with you to provide outstanding utility billing, printing, and mailing services for the residents of the City of Holly Hill.

Congratulations, and thank you for your commitment to serving our community.

Sincerely,

Mary Mearsheimer
Procurement Agent
City Of Holly Hill

Enclosures:

- Contract Agreement

DISCUSSION:

The City of Holly Hill Community Redevelopment Agency's original budget for Ad Valorem Taxes and Interlocal Share TIF was based on preliminary property values. In January, the City received the post-Value Adjustment Board (VAB) property values. Based on the certified figures, Ad Valorem tax revenue is \$1,897.00 higher than originally budgeted, while the Interlocal Share TIF revenue is \$9,115.00 lower than the adopted budget.

Additionally, due to the volume of received and anticipated applications, the City is requesting an increase of \$75,000 to the Property Improvement Grant program. This increase will be funded through available carryforward funds.

The City also anticipates receiving sponsorships for Movies With A Cop and has included estimated revenue of \$500.00 in the proposed adjustments.

These three budget amendments are detailed in Attachment A.

RESOLUTION 2026-R-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025–2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill amends its annual budget as changes occur throughout the fiscal year; and

WHEREAS, the Community Redevelopment Agency (CRA) original budget for Ad Valorem Taxes and Interlocal Share Tax Increment Financing (TIF) revenues was based on preliminary property values; and

WHEREAS, in January, the City received the post–Value Adjustment Board (VAB) certified property values, resulting in Ad Valorem tax revenue being \$1,897.00 greater than originally adopted and Interlocal Share TIF revenue being \$9,115.00 less than originally adopted; and

WHEREAS, due to the number of received and anticipated applications, the City desires to increase funding for the Property Improvement Grant Program in the amount of \$75,000, to be funded through available carryforward funds; and

WHEREAS, the city anticipates receiving sponsorship revenue for the *Movies with A Cop program* and has budgeted estimated revenue in the amount of \$500.00; and

WHEREAS, these adjustments are necessary to accurately reflect updated revenues and expenditures and to maintain a sound and sustainable financial plan consistent with the goals of the City Commission.

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

SECTION 1. The City Commission hereby amends the Fiscal Year 2025–2026 budget to:

- (a) Adjust Ad Valorem tax revenue to reflect an increase of \$1,897.00 based on post-VAB certified values;
- (b) Adjust Interlocal Share TIF revenue to reflect a decrease of \$9,115.00 based on post-VAB certified values;
- (c) Increase the Property Improvement Grant Program budget by \$75,000.00, funded through available carryforward;
- (d) Recognize anticipated sponsorship revenue for Movies with A Cop in the amount of \$500.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, such finding shall not affect the validity, force, or effect of the remaining portions of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2025-2026

Requesting Department

Finance

Date

2/24/2026

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-0000-311-1000		Ad-Valorem Taxes	1,897.00
130-0000-338-3000		Interlocal Share TIF	(9,115.00)
130-0000-389-1000		Prior Year Carryforward	82,218.00
130-0000-366-9050		Sponsorship Revenue	500.00
Total			75,500.00

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
130-5510-552-8201		Property Improvement Grants	75,000.00
130-2110-521-5201		Operating Supply	500.00
Total			75,500.00

Purpose of Transfer: (include as much detail as possible)

To adjust the budget to reflect actuals following the final post-VAB, including an increase to the property grants budget. To budget for sponsorship revenue in support of Movies with a Cop.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Finance Review

Finance Director Signature

Date

Resolution #

DISCUSSION:

City staff, with the assistance of Mead and Hunt, Inc., successfully obtained a request for inclusion to fund resilient Wastewater Holly Hill improvements that were documented to be a direct result from Hurricane Milton for up to \$19,166,503 for wastewater system mitigation improvements to the collection system and old Biological Treatment Units. The inclusion funding was sponsored by the Environmental Protection Agency (EPA) as Hawaii Wildfire and Hurricane Milton Supplemental Appropriation Grants. Locally, the Florida Department of Environmental Protection (FDEP) is administering the program for the EPA as Supplemental Appropriation for Wildfire and Hurricane Milton (SA-WHM) loans which are grants as they have a no pay-back obligation.

The city retained Mead and Hunt, Inc. to assist with the application for the SA-WHM improvements with Resolution 2025-R-107 on December 9, 2025. The initial SA-WHM State Revolving (SRF) Loan application is attached for reference. City Staff have worked with Mead and Hunt, Inc. to prepare the initial SRF loan application. This initial loan application is required to be approved by the City Commission. There will be additional steps including the city adopting a specific capital improvement facility plan to complete as part of the SRF Loan Application.

The City is under no financial or contractual obligations to implement the capital improvements related to the SRF contract at this time. Upon completion of the SRF loan process, the state will prepare a contractual instrument with all loan requirements. The loan contract will be brought to the City Commission for ratification at their discretion at a future date.

FISCAL ANALYSIS:

The SA-WHM loan application is a no pay-back loan. There is no capital commitment in completing the SRF loan process. The non-reimbursement SRF loan (grant) with all contractual obligations will be brought back to City Commission when the loan process is complete for approval or denial at a future meeting.

STAFF RECOMMENDATION:

That the City Commission approve the Supplemental Appropriation for Wildfire and Hurricane Milton (SA-WHM) application and authorize the City Manager to complete the application process with the Florida Department of Environmental Protection to facilitate a loan agreement for Commission consideration at a future meeting.

COMMISSION GOALS:

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

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

RESOLUTION 2026-R-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, SPECIAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities and wastewater conveyance systems; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 6410D (Holly Hill I&I and BTU Resilience) as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawaii's Wildfires (SA-HMW); and

WHEREAS, the City of Holly Hill, Florida intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida is authorized to apply for a loan from the FDEP's CWSRF SA-HMW in the amount of \$19,166,503 to finance the Holly Hill I&I and BTU Resilience project.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The mayor is authorized to represent the city in carrying out the City's responsibilities under the loan agreement. The mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing s to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026.

RESOLUTION 2025-R-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT TO ESTABLISH NEW WATER AND WASTEWATER SA-WHM PROJECTS TO FUND A TASK ORDER WITH MEAD AND HUNT, INC., FOR AN AMOUNT NOT TO EXCEED \$48,000 FOR THE PREPARATION OF SRF LOAN APPLICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility, with the help of Mead and Hunt, Inc., applied for inclusion for Supplemental Application of Wildfire and Hurricane Milton (SA-WHM) State of Florida SRF Loans for water and wastewater system resilience improvements that qualify as non-reimbursement loans; and

WHEREAS, the Florida Department of Environmental Protection staff announced at a public meeting on November 17, 2025 that the City's SA-WHM requests for inclusion were eligible for funding for up to \$2,856,873 for water and to \$19,166,503 for wastewater improvements; and

WHEREAS, Water and wastewater loan applications need to be completed by a professional engineering firm on behalf of the city utility to access the SA-WHM funding; and

WHEREAS, the city approved A Professional Consultant Services Agreement for Engineering/CEI Services for utility improvement with Resolution 2022-R-23 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill utility has a scope of services from Mead and Hunt, Inc., in the amount of \$48,000.00 to complete the required application for the SA-WHM applications; and

WHEREAS, the new project requires a new capital budget code and funding to move forward with the loan application to access the SA-WHM funds.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a budget amendment to establish SA-WHM water and wastewater improvement projects in the amount of \$48,000.00 for the preparation of SRF loan applications seeking a total of \$22,023,376 in funding.

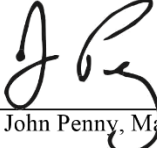
SECTION 2. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the scope of services with Mead and Hunt, Inc., to provide application assistance for the SA-WHM grant application in an amount not to exceed \$48,0000.00.

SECTION 3. The City Manager is hereby authorized to submit the SA-WHM water and wastewater applications as prepared by Mead and Hunt, Inc.

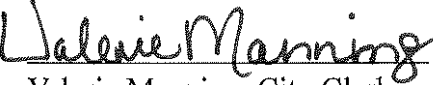
SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of DECEMBER 2025.



John Penny, Mayor



Valerie Manning, City Clerk

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Jeffrey DeLanoy

Seconder: City Commissioner Debra Snow

Ayes: Debra Snow, Penny Currie, Jeffrey DeLanoy

Nays: None

Holly Hill I&I and BTU Resilience

SAHM Request for Inclusion Submittal Information Request #1

1. Facility ID: **FL0027677**
2. Project Eligibility:

The Holly Hill project satisfies the following sections from Attachment 3, “Projects Eligible under the SA-HMW”:

I. Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:

a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities

By-pass pumps will be installed for all lift stations, providing independently-powered backup pumping in case the individual existing lift stations fail.

b. Replacement of damaged equipment with equipment that can reduce the energy consumption needs for publicly owned treatment works (§1383(c)(8)) or reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse (§1383(c)(6)).

c. Physical “hardening” or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including: • Installation of submersible pumps

- Waterproofing electrical components (e.g., pump motors)
- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration

Lift stations that cannot be raised due to their location will be fitted with watertight lids.

d. Relocation of pump stations or other collection system facilities to less flood prone areas

- **Lift stations will be raised to mitigate flooding**
- **Some lift stations will be trunked directly to the WWTP to avoid sanitary sewer overflows due to repumping.**

e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dikes)

f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works.

I&I mitigation will be done where known and feasible. For instance, manholes located in areas that are typically dry but flood during extreme rain, will be fitted with waterproof covers and air vents that prevent water inflow, mitigating future infiltration like that which occurred due to Hurricane Milton's rains.

g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works

h. Installation/construction of redundant collection system components and equipment

By-pass pumps will be installed for all lift stations, providing independently-powered backup pumping in case the individual existing lift stations fail.

i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services

j. SCADA system projects to allow remote or multiple system operation locations

SCADA systems will be improved to incorporate the additional elements to ensure the safe operation of the primary and redundant systems.

k. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system

- Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees
- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

III. Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:

a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., batteries, switch boxes) that service pump stations or other distribution system facilities

b. Replacement of damaged equipment with more energy efficient equipment

The old-style aeration system bearings are too low for peak flows and not designed to be submerged. During Hurricane Milton, surge flows overwhelmed the (2) existing Biological Treatment Units (BTUs), flooding the aeration system bearings. This caused premature wear on the bearings and, consequently, catastrophic failure of various bearings and shafts. New aeration units that are higher off the surface of the BTU water will be installed.

c. Physical “hardening” or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:

- Installation of submersible pumps
- Waterproofing electrical components (e.g., pump motors)
- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures

New aeration units that are higher off the surface of the BTU water will be installed.

g. Installation/construction of redundant components and equipment

h. SCADA system projects to allow remote or multiple system operation locations

SCADA systems will be improved to incorporate the additional elements to ensure the safe operation of the primary and redundant systems.

IV. Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster, including but not limited to:

a. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures

New aeration units that are higher off the surface of the BTU water will be installed.

3. From the project components section of the RFI, item 5 “Green Project” was selected. Please provide documentation that shows either excessive I/I (Discharge Monitoring Report, etc.) OR Sanitary Sewer Overflow report caused directly by Hurricane Milton or Helene.

Date

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: WW6410D – City of Holly Hill
Holly Hill I&I and BTU Resilience

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of Cocoa Beach. The City proposes to borrow \$19,166,503 (with 100% principal forgiveness) from the Clean Water State Revolving Fund, Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW) to repair flood damage and floodproof the existing BTU units at the Wastewater Treatment Facility, raise/floodproof existing lift stations, install bypass pumps at flood-prone lift stations, run force main trunklines to reduce/eliminate re-pumping and seal/floodproof manholes in flood-prone areas. Since the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

Scott E. Simpson
City Attorney
City of Holly Hill

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION.....	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS.....	10

LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Holly Hill
Federal Employer Identification Number 59-6000337
DUNS Number ZK7ZUMNURSG6
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Jospeh Forte Title City Manager
Telephone 386.248.9425 FAX _____ Email jforte@hollyhillfl.org
Mailing Address 1065 Ridgewood Avenue Holly Hill, FL 32117
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 FAX _____ Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway Port Orange, FL 32127
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* N/A).
Name Josef Grusauskus Title Public Works Director
Telephone 386.248.9463 FAX _____ Email jgrusauskas@hollyhillfl.org
Employer City of Holly Hill
Mailing Address 453 LPGA Boulevard Holly Hill, FL 32117
- (5) PROJECT NUMBER (listed on the Department's priority list). WW6410D
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #* 1)

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment #* N/A)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|---------------|
| Planning documentation | <u>8/2026</u> |
| Engineering work | <u>2/2027</u> |
| Certification of site availability | <u>2/2027</u> |
| Permit | <u>2/2027</u> |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #* N/A) ☐ Yes ☒ No
- (c) Is this a design/build project? ☐ Yes ☒ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☒ Yes ☐ No
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* N/A) Note that the disburseable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #* 3).
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No
If “No”, please explain. (*Attachment #* N/A)
- (b) Have any of the contracts been bid? ☐ Yes ☒ No
If “Yes”, indicate which contracts have been bid. (*Attachment #* N/A)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No
If “Yes”, give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If “Yes”, attach a copy of the interlocal agreement. (*Attachment #* N/A)
Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No
If “No”, please explain (*Attachment #* N/A).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 3/2027
- (b) Anticipated completion of all construction contracts. 12/2028
- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # N/A) Note that the disbursement amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 19,166,503
- Note that the disbursement amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 20 (years)
- Over how many years would you like to amortize the loan? N/A (years)
- (b) List all revenues that are to be pledged for repayment of this loan. N/A (100% Principal Forgiveness)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? N/A % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No
- If "Yes", please list. (Attachment # N/A)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 4) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #_____*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #_____*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #_____*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #_____*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

- I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Authorized Representative _____
(signature) *(name typed or printed)*

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3		
Identify Each Obligation	_____	_____	_____		
Coverage	_____ %	_____ %	_____ %		
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No		
Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2023	\$ 93,231	\$ 389,254	\$ 929,646	\$	\$
2024	\$ 93,231	\$ 389,254	\$	\$	\$
2025	\$ 93,231	\$ 389,254	\$	\$	See following page
2026	\$ 93,231	\$ 389,254	\$	\$	
2027	\$ 93,231	\$	\$	\$	
2028	\$ 93,231	\$	\$	\$	
2029	\$ 93,231	\$	\$	\$	
2030	\$ 93,231	\$	\$	\$	\$
2031	\$	\$	\$	\$	\$
2032	\$	\$	\$	\$	\$
2033	\$	\$	\$	\$	\$
2034	\$	\$	\$	\$	\$
2035	\$	\$	\$	\$	\$
2036	\$	\$	\$	\$	\$
2037	\$	\$	\$	\$	\$
2038	\$	\$	\$	\$	\$
2039	\$	\$	\$	\$	\$
2040	\$	\$	\$	\$	\$
2041	\$	\$	\$	\$	\$
2042	\$	\$	\$	\$	\$
2043	\$	\$	\$	\$	\$
2044	\$	\$	\$	\$	\$
2045	\$	\$	\$	\$	\$
2046	\$	\$	\$	\$	\$
2047	\$	\$	\$	\$	\$
2048	\$	\$	\$	\$	\$
2049	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1		#2		#3
Identify Each Obligation	_____		_____		_____
Coverage	_____ %		_____ %		_____ %
Insured?	_____ Yes _____ No		_____ Yes _____ No		_____ Yes _____ No
Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2023	\$ 169,545	\$ 75,045	\$	\$ 1,656,72	\$ 1,656,72
2024	\$ 169,544	\$ 75,045	\$	\$ 727,074	\$ 727,074
2025	\$	\$ 75,045	\$	\$ 557,530	\$ 557,530
2026	\$	\$ 75,045	\$	\$ 557,530	\$ 557,530
2027	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2028	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2029	\$	\$ 75,045	\$	\$ 168,275	\$ 168,275
2030	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2031	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2032	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2033	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2034	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2035	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2036	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2037	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2038	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2039	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2040	\$	\$ 18,761	\$	\$ 18,761	\$ 18,761
2041	\$	\$	\$	\$	\$
2042	\$	\$	\$	\$	\$
2043	\$	\$	\$	\$	\$
2044	\$	\$	\$	\$	\$
2045	\$	\$	\$	\$	\$
2046	\$	\$	\$	\$	\$
2047	\$	\$	\$	\$	\$
2048	\$	\$	\$	\$	\$
2049	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 20 23</u>	<u>FY 20 24</u>
(a) Operating Revenues (Source)		
(b) Interest Income		
(c) Other Income or Revenue (Identify)		
(d) Total Revenues		
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)		
(f) Net Revenues [(f) = (d) – (e)]		
(g) Debt Service (including any required coverage)		
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment #_____)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment #_____)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment #_____)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #*_____)

	<u>FY 20 25</u>	<u>FY 2026</u>	<u>FY 20 27</u>	<u>FY 2028</u>	<u>FY 2029</u>
(a) Operating Revenue	_____	_____	_____	_____	_____
(b) Interest Income	_____	_____	_____	_____	_____
(c) Other Income or Revenue (identify)	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
(d) Total Revenues	_____	_____	_____	_____	_____
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	_____	_____	_____	_____	_____
(f) Net Revenues (f = d - e)	_____	_____	_____	_____	_____
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	_____	_____	_____	_____	_____
(h) Revenue (including coverage) pledged to outstanding SRF loans	_____	_____	_____	_____	_____
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	_____	_____	_____	_____	_____
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #</i> _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☐ Yes	☐ No

If “No”, please explain. (*Attachment #*_____)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: _____

(UEI must be twelve (12) characters not including dashes)*

Federal Award ID Number (FAIN#): _____

Catalog of Federal Domestic Assistance (CFDA)#: _____

DEP Assigned Grant Agreement#: _____

Dollar Amount of Grant Disbursement: _____

** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at <https://sam.gov/content/home> to register your entity to request a Unique Entity ID.*

Business Name: _____

DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

City: _____ State: _____ Zip+4: _____



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Description of Project (up to 4000 characters):



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____

Congressional District for Principal Place of Project Performance: _____
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

YES	NO	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
-----	----	---

If the answer to Question 1 is "Yes," continue to Question 2.

If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

YES	NO	N/A	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?
-----	----	-----	--

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) _____

of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: _____ Title: _____

Signature: _____ Date: _____

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) _____

Of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.

Print Name

Title

Signature

Date

DISCUSSION:

City staff, with the assistance of Mead and Hunt, Inc., successfully obtained a request for inclusion to fund resilient Water Holly Hill improvements that were documented to be a direct result from Hurricane Milton for up to \$2,856,873 for water improvements to replace the water main that failed as a result of flood water along Carswell Avenue. The inclusion funding was sponsored by Environmental Protection Agency (EPA) as Hawaii Wildfire and Hurricane Milton Supplemental Appropriation Grants. Locally, the Florida Department of Environmental Protection (**FDEP**) is administering the program for the EPA as a Supplemental Appropriation for Wildfire and Hurricane Milton (**SA-WHM**) loans which are grants as they have a no pay-back obligation.

The City retained Mead and Hunt, Inc., to assist with the application for the SA-WHM improvements with Resolution 2025-R-107 on December 9, 2025. The initial SA-WHM State Revolving (SRF) Loan application is attached for reference. City Staff have worked with Mead and Hunt, Inc. to prepare the initial SRF loan application. This initial loan application is required to be approved by the City Commission. There will be additional steps including the city adopting a specific capital improvement facility plan to complete as part of the SRF Loan Application.

The City is under no financial or contractual obligations to implement the capital improvements related to the SRF contract at this time. Upon completion of the SRF loan process, the state will prepare a contractual instrument with all loan requirements. The loan contract will be brought to the City Commission for ratification at their discretion at a future date.

FISCAL ANALYSIS:

The SA-WHM loan application is a no pay-back loan. There is no capital commitment in completing the SRF loan process. The non-reimbursement SRF loan (grant) with all contractual obligations will be brought back to the City Commission when the loan process is complete for approval or denial at a future meeting.

STAFF RECOMMENDATION:

That the City Commission approve the Supplemental Appropriation for Wildfire and Hurricane Milton (**SA-WHM**) application and authorize the City Manager to complete the application process with the Florida Department of Environmental Protection to facilitate a loan agreement for Commission consideration at a future meeting.

COMMISSION GOALS:

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

Goal #4: Provide proficient public health and safety services in terms of police and fire protection,

water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION 2026-R-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM, SPECIAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND THE HAWAI'I WILDFIRES; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water supply infrastructure; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) loan priority list designates Project No. 6410C (State Avenue Water Main Replacement) as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawaii's Wildfires (SA-HMW); and

WHEREAS, the City of Holly Hill, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Drinking Water State Revolving Fund for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida is authorized to apply for a loan from the FDEP's DWSRF SA-HMW in the amount of \$2,856,823 to finance the State Avenue Water Main Replacement project.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The mayor is authorized to represent the city in carrying out the City's responsibilities under the loan agreement. The mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowings to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
FOR
DRINKING WATER FACILITIES

LOAN APPLICATION**



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION.....	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE.....	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS.....	10

LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Holly Hill
Federal Employer Identification Number 59-6000337
DUNS Number ZK7ZUMNURSG6
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Jospeh Forte Title City Manager
Telephone 386.248.9425 Email jforte@hollyhillfl.org
Mailing Address 1065 Ridgewood Avenue Holly Hill, FL 32127
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway Port Orange, FL 32127
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* N/A).
Name Josef Grusauskus Title Public Works Director
Telephone 386.248.9463 Email jgrusauskas@hollyhillfl.org
Employer City of Holly Hill
Mailing Address 453 LPGA Boulevard Holly Hill, FL 32117
- (5) PROJECT NUMBER (listed on the Department's priority list). DW6410C
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment # 1*)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (*Attachment # 2*) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment # N/A*)
- (2) **SCHEDULE.**
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|---------------|
| Planning documentation | <u>8/2026</u> |
| Engineering design | <u>6/2027</u> |
| Certification of site availability | <u>7/2027</u> |
| Permitting | <u>9/2027</u> |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment # N/A*) ☐ Yes ☒ No
- (c) Is this a design/build project? ☐ Yes ☒ No
- (3) **COST.** Is the cost information submitted for the planning or design loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment # N/A*) Note that the disbursable amount will be limited to the priority list amount. ☒ Yes ☐ No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

- (1) ACTIVITIES.

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*3*_____*).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No

If “No”, please explain. (*Attachment #*N/A*_____*)

(b) Have any of the contracts been bid? ☐ Yes ☒ No

If “Yes”, indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning or design for this project financed in another SRF loan? ☐ Yes ☒ No

If “Yes”, give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No

If “Yes”, attach a copy of the interlocal agreement. (*Attachment #*N/A*_____*)

Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #*N/A).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 9/2027
- (b) Anticipated completion of all construction contracts. 6/2028

- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*N/A) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 2,856,823

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 40 (years)

Over how many years would you like to amortize the loan? N/A (years)

- (b) List all revenues that are to be pledged for repayment of this loan. N/A (100% Principal Forgiveness)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? N/A % (coverage percentage)

- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #*N/A)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #*4) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #N/A*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #N/A*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #5*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #6*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.
 - (b) Assurances for other projects. Please note that Florida Statutes are available at <http://www.leg.state.fl.us>. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.
 - 1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
 9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____

(signature)

Joseph Forte, City Manager

(name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3		
Identify Each Obligation	_____	_____	_____		
Coverage	_____ %	_____ %	_____ %		
Insured?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____		
Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2023	\$ 93,231	\$ 389,254	\$ 929,646	\$	\$
2024	\$ 93,231	\$ 389,254	\$	\$	\$
2025	\$ 93,231	\$ 389,254	\$	\$	See following page
2026	\$ 93,231	\$ 389,254	\$	\$	
2027	\$ 93,231	\$	\$	\$	
2028	\$ 93,231	\$	\$	\$	
2029	\$ 93,231	\$	\$	\$	
2030	\$ 93,231	\$	\$	\$	
2031	\$	\$	\$	\$	
2032	\$	\$	\$	\$	
2033	\$	\$	\$	\$	
2034	\$	\$	\$	\$	
2035	\$	\$	\$	\$	\$
2036	\$	\$	\$	\$	\$
2037	\$	\$	\$	\$	\$
2038	\$	\$	\$	\$	\$
2039	\$	\$	\$	\$	\$
2040	\$	\$	\$	\$	\$
2041	\$	\$	\$	\$	\$
2042	\$	\$	\$	\$	\$
2043	\$	\$	\$	\$	\$
2044	\$	\$	\$	\$	\$
2045	\$	\$	\$	\$	\$
2046	\$	\$	\$	\$	\$
2047	\$	\$	\$	\$	\$
2048	\$	\$	\$	\$	\$
2049	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1		#2		#3
Identify Each Obligation	_____		_____		_____
Coverage	_____ %		_____ %		_____ %
Insured?	_____ Yes _____ No		_____ Yes _____ No		_____ Yes _____ No
Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2023	\$ 169,545	\$ 75,045	\$	\$ 1,656,72	\$ 1,656,72
2024	\$ 169,544	\$ 75,045	\$	\$ 727,074	\$ 727,074
2025	\$	\$ 75,045	\$	\$ 557,530	\$ 557,530
2026	\$	\$ 75,045	\$	\$ 557,530	\$ 557,530
2027	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2028	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2029	\$	\$ 75,045	\$	\$ 168,275	\$ 168,275
2030	\$	\$ 75,045	\$	\$ 168,276	\$ 168,276
2031	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2032	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2033	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2034	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2035	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2036	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2037	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2038	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2039	\$	\$ 75,045	\$	\$ 75,045	\$ 75,045
2040	\$	\$ 18,761	\$	\$ 18,761	\$ 18,761
2041	\$	\$	\$	\$	\$
2042	\$	\$	\$	\$	\$
2043	\$	\$	\$	\$	\$
2044	\$	\$	\$	\$	\$
2045	\$	\$	\$	\$	\$
2046	\$	\$	\$	\$	\$
2047	\$	\$	\$	\$	\$
2048	\$	\$	\$	\$	\$
2049	\$	\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>Year 20 23</u>	<u>Year 20 24</u>
(a) Operating Revenues (Source)		
Charges for Services	\$8,101,948	\$8,147,534
Other Operating Revenues	\$356,655	\$362,315
(b) Interest Income	\$588,173	\$825,575
(c) Other Income or Revenue (Identify)		
Leases, other non-operating	\$32,749	\$100,485
(d) Total Revenues	\$9,079,525	\$9,435,909
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$5,363,536	\$5,536,290
(f) Net Revenues [(f) = (d) – (e)]	\$3,715,989	\$3,899,619
(g) Debt Service (including any required coverage)	\$1,656,721	\$727,074
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # <u>7,8</u>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # <u>N/A</u>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # <u>N/A</u>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continue for at least three additional years. Attach a separate page for previous State Revolving Fund loans.

	<u>Year 2025</u>	<u>Year 2026</u>	<u>Year 2027</u>	<u>Year 2028</u>	<u>Year 2029</u>
(a) Operating Revenue	<u>\$8,706,180</u>	<u>\$8,879,294</u>	<u>\$8,977,133</u>	<u>\$9,194,553</u>	<u>\$9,417,684</u>
(b) Interest Income	<u>\$362,523</u>	<u>\$63,000</u>	<u>\$156,302</u>	<u>\$156,302</u>	<u>\$156,302</u>
(c) Other Income or Revenue (identify)					
<u>Leases and other income</u>	<u>\$41,619</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
(d) Total Revenues	<u>\$9,110,322</u>	<u>\$8,942,294</u>	<u>\$9,133,435</u>	<u>\$9,350,855</u>	<u>\$9,573,986</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$5,740,862</u>	<u>\$6,380,074</u>	<u>\$6,835,699</u>	<u>\$7,311,449</u>	<u>\$7,822,817</u>
(f) Net Revenues (f = d - e)	<u>\$3,369,460</u>	<u>\$2,562,220</u>	<u>\$2,297,735</u>	<u>\$2,039,406</u>	<u>\$1,751,169</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$557,530</u>	<u>\$557,530</u>	<u>\$168,276</u>	<u>\$168,276</u>	<u>\$168,276</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$425,535</u>	<u>\$425,535</u>	<u>\$402,092</u>	<u>\$378,650</u>	<u>\$189,326</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$2,386,395</u>	<u>\$1,579,155</u>	<u>\$1,727,367</u>	<u>\$1,492,480</u>	<u>\$1,393,568</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #10,11</i>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents?				☒ Yes	☐ No

If “No”, please explain. (*Attachment #*N/A*)*

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

RESOLUTION 2025-R-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT TO ESTABLISH NEW WATER AND WASTEWATER SA-WHM PROJECTS TO FUND A TASK ORDER WITH MEAD AND HUNT, INC., FOR AN AMOUNT NOT TO EXCEED \$48,000 FOR THE PREPARATION OF SRF LOAN APPLICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility, with the help of Mead and Hunt, Inc., applied for inclusion for Supplemental Application of Wildfire and Hurricane Milton (SA-WHM) State of Florida SRF Loans for water and wastewater system resilience improvements that qualify as non-reimbursement loans; and

WHEREAS, the Florida Department of Environmental Protection staff announced at a public meeting on November 17, 2025 that the City's SA-WHM requests for inclusion were eligible for funding for up to \$2,856,873 for water and to \$19,166,503 for wastewater improvements; and

WHEREAS, Water and wastewater loan applications need to be completed by a professional engineering firm on behalf of the city utility to access the SA-WHM funding; and

WHEREAS, the city approved A Professional Consultant Services Agreement for Engineering/CEI Services for utility improvement with Resolution 2022-R-23 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill utility has a scope of services from Mead and Hunt, Inc., in the amount of \$48,000.00 to complete the required application for the SA-WHM applications; and

WHEREAS, the new project requires a new capital budget code and funding to move forward with the loan application to access the SA-WHM funds.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a budget amendment to establish SA-WHM water and wastewater improvement projects in the amount of \$48,000.00 for the preparation of SRF loan applications seeking a total of \$22,023,376 in funding.

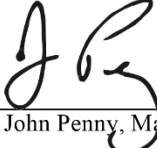
SECTION 2. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the scope of services with Mead and Hunt, Inc., to provide application assistance for the SA-WHM grant application in an amount not to exceed \$48,0000.00.

SECTION 3. The City Manager is hereby authorized to submit the SA-WHM water and wastewater applications as prepared by Mead and Hunt, Inc.

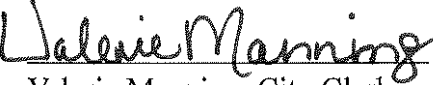
SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of DECEMBER 2025.



John Penny, Mayor



Valerie Manning, City Clerk

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Jeffrey DeLanoy

Seconder: City Commissioner Debra Snow

Ayes: Debra Snow, Penny Currie, Jeffrey DeLanoy

Nays: None

Date

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: DW6410C – City of Holly Hill
State Avenue Water Main Replacement

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of Holly Hill. The City proposes to borrow \$2,856,823 (with 100% principal forgiveness) from the Drinking Water State Revolving Fund, Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SA-HMW) to replace the water main on State Avenue. Since the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

Scott E Simpson
City Attorney
City of Holly Hill

DISCUSSION:

City staff, with the assistance of Mead and Hunt, Inc., successfully obtained a request for inclusion to fund resilient water Holly Hill improvements that were documented to be a direct result from Hurricane Milton for up to \$2,856,873 for water improvements to replace the water main that failed as a result of flood water along Carswell Avenue. The inclusion funding was sponsored by Environmental Protection Agency (EPA) as Hawaii Wildfire and Hurricane Milton Supplemental Appropriation Grants. Locally, the Florida Department of Environmental Protection (**FDEP**) is administering the program for the EPA as Supplemental Appropriation for Wildfire and Hurricane Milton (**SA-WHM**) loans which are grants as they have a no pay-back obligation.

The city retained Mead and Hunt, Inc., to assist with the application for the SA-WHM improvements with Resolution 2025-R-107 on December 9, 2025. The initial SA-WHM State Revolving (SRF) Loan application is attached for reference. City Staff have worked with Mead and Hunt to prepare the initial SRF loan application. This initial loan application is required to be approved by the City Commission. There will be additional steps including the city adopting a specific capital improvement facility plan to complete as part of the SRF Loan Application.

The City is under no financial or contractual obligations to implement the capital improvements related to the SRF contract at this time. Upon completion of the SRF loan process, the state will prepare a contractual instrument with all loan requirements. The loan contract will be brought to the City Commission for ratification at their discretion at a future date.

FISCAL ANALYSIS:

The SA-WHM loan application is a no pay-back loan. There is no capital commitment in completing the SRF loan process. The non-reimbursement SRF loan (grant) will all contractual obligations will be brought back to City Commission for Approval or denial at a future meeting when the loan process is complete.

STAFF RECOMMENDATION:

That the City Commission approve the Supplemental Appropriation for Wildfire and Hurricane Milton (**SA-WHM**) application and authorize the City Manager to complete the application process with the Florida Department of Environmental Protection to facilitate a loan agreement for Commission consideration at a future meeting.

COMMISSION GOALS:

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

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING APPLICATION OF A SUPPLEMENTAL APPROPRIATION FOR WILDFIRE AND HURRICANE MILTON APPROPRIATION FOR WATER IMPROVEMENTS IN THE AMOUNT OF \$2,856,873 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility applied for inclusion for a Supplemental Application of Wildfire and Hurricane Milton (SA-WHM) with the State of Florida SRF Loans program for water improvements to help minimize future hurricane impacts; and

WHEREAS, the SA-WHM loan is a non-reimbursement program sponsored by the EPA to assist with capital Wildfire and Hurricane Milton resilience projects; and

WHEREAS, the Utility water resilience improvements were awarded inclusion in the SA-WHM funds; and

WHEREAS, the Mead and Hunt, Inc. prepared of an application to initiate the SA-WHM loan application for the inclusion amount of \$2,856,873 in accordance with the SRF program for inclusion funding.

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

SECTION 1. That the City Commission of the City of Holly Hill have receive and approve the \$2,856,873 SA-WHM SRF loan application for capital water system improvements with the mayor's certification of approval as prepared by Mead and Hunt, Inc.

SECTION 2. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the SA-WHM application and implement all tasks necessary to secure a loan non reimbursement loan agreement to fund the capital water improvement projects for the City Commissions final contract consideration.

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

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

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY, 2026.

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: _____
(UEI must be twelve (12) characters not including dashes)*
Federal Award ID Number (FAIN#): _____
Catalog of Federal Domestic Assistance (CFDA)#: _____
DEP Assigned Grant Agreement#: _____
Dollar Amount of Grant Disbursement: _____

** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at <https://sam.gov/content/home> to register your entity to request a Unique Entity ID.*

Business Name: _____
DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Description of Project (up to 4000 characters):



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____

Congressional District for Principal Place of Project Performance: _____
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

YES	NO	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

If the answer to Question 1 is "Yes," continue to Question 2.

If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

YES	NO	N/A	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) _____

of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: _____ Title: _____

Signature: _____ Date: _____

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) _____

Of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.

Print Name

Title

Signature

Date

DISCUSSION:

The city is seeking to exercise the second one-year renewal option of the professional engineering services agreement with Mead & Hunt, Inc. for continued work at the City's wastewater treatment facility. The city originally advertised and selected Mead & Hunt, Inc. to provide professional engineering services for capital wastewater treatment facility improvements, which was approved by the City Commission through Resolution 2022-R-23 on March 22, 2022.

As the first task under this agreement, Mead & Hunt, Inc. designed and permitted the Third Biological Treatment Unit (BTU) and headworks improvements, authorized by Resolution 2022-R-32, attached as Exhibit A. The agreement established a three (3) year base term with two (2) one-year renewal options, exercisable at the sole discretion of the City. Construction of these improvements was funded through the American Rescue Plan Act (ARPA).

Subsequently, with assistance from Mead & Hunt, Inc., the city applied for and was awarded a Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI) grant funding to support additional wastewater treatment facility improvements. Mead & Hunt, Inc. is currently providing design and permitting services associated with the SAHFI-funded improvements.

Exercising the second one-year renewal option will allow Mead & Hunt, Inc. to continue providing engineering, design, permitting, coordination, and implementation services for both ARPA- and SAHFI-funded wastewater treatment facility improvements, maintain continuity of professional services, and preserve the engineer-of-record for the facility.

STAFF RECOMMENDATION:

Authorize the City Manager to exercise the second one-year renewal option of the professional engineering services agreement with Mead & Hunt, Inc. to provide continued professional consultant services for ARPA- and SAHFI-funded capital improvements at the City's Wastewater Treatment Facility.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services for Wastewater Treatment Plant Improvement Projects with Mead & Hunt, Inc., on January 25, 2022 for a term of three (3) years with two (2) (1) year renewal options. The renewal allows Mead & Hunt, Inc., to continue working on the capital improvements approved by the City Commission as funded by the ARPA and SAFHI funding. All current tasks related to these projects have been approved by City Commission.

COMMISSION GOALS:

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

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE ARPA AND SAHFI PROJECTS FOR THE WASTEWATER TREATMENT PLANT CAPITAL IMPROVEMENTS.

RESOLUTION 2026-R-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE CAPITAL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city desires to create resilient treatment capital improvements to the City's Wastewater Treatment Plant (WWTP) utilizing ARPA and SAHFI funding; and

WHEREAS, the capital improvements will add redundant capacity to the wastewater system to make the facility more resilient in the event of natural disasters such as tropical storms, tidal rise, and hurricanes; and

WHEREAS, the city entered into a Professional Consultant Services Agreement with Mead & Hunt, Inc., with Resolution 2022-R-28 on May 10, 2022 for ARPA-funded improvements, and subsequently additional related tasks for the SAHFI Capital Improvement Projects with Resolution 2024-R-92 on November 12, 2024; and

WHEREAS, the City wishes to extend the Professional Consultant Services Agreement for the renewal periods allowed in the original contract to continue engineering, design, permitting, coordination, and implementation services.

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

SECTION 1. The City Commission of the City of Holly Hill does hereby authorize the City Manager to extend the agreement with Mead & Hunt, Inc., to provide professional services for Wastewater Treatment Plant improvements related to ARPA and SAHFI funding for the **second of two (2) one-year renewals.**

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026.



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

**City Commission
Resolution**

MEETING DATE: May 10, 2022
FROM: Antoine Khoury
SUBJECT: ARPA Plant Improvements Authorization to Proceed with the
Construction Plans and CEI Services
NUMBER: 2022-R-32
APPLICANT:
PLANNER:

DISCUSSION:

The City desires to construct improvements to existing facilities at the City's Wastewater Treatment Plant (WWTP) as one of their ARPA Improvement Projects. The operational expansion will be accomplished by the addition of a third (3rd) BTU, Headworks and Valve improvements.

The scope of services from Mead and Hunt, Inc. Includes the preliminary design, final design, permitting, bidding assistance, construction administration, construction observation, to increase treatment capacity and construct improvements to existing facilities. The rates used in this proposal are based on the negotiated rates listed in Item #3725 of this consent agenda (May 10th, 2022).

The intent of these services is to have the BTU #3 as a set of construction plans with alternative A as the influent headworks improvements. The idea is to do these plant improvements while the contractor is here for the 3rd BTU and reduce the cost of mobilization and get completed at the same time. That will only occur if the cost is under the threshold of the ARPA funding is approximately \$5.2 million or some future funding, or any future grants are available, then the alternative is ready to go or can be awarded as part of the construction bid with other funding complementing the ARPA Funding.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvement Projects with Mead & Hunt on March 22, 2022 and update on May 10, 2022 to reflect the negotiated rates under consent agenda item #3725 of May 10, 2022.

Funding for this project contingent of consent agenda item #3723 of May 10, 2022 Budget Amendment for Fiscal Year 2021-2022 of \$6,189,048. These funds will be partly budgeted in account # 400-8110-580-63-00 with project # 22-WW-08 for a cost of \$736,000.00 for the professional consultant services.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional consultant services to facilitate the addition of a 3rd BTU and headwork with Valve improvements to the City's WWTP.

COMMISSION GOALS:

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

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

ATTACHMENTS:

- RFQ-22-WW-02 Contrate-Rates-E-verify (PDF)
- HH ARPA-3rd BTU Scope of Services Fee Estimate FINAL 4-22-22 (2) (PDF)

Resolution No. 2022-32**ARPA PLANT IMPROVEMENTS AUTHORIZATION TO PROCEED WITH
THE CONSTRUCTION PLANS AND CEI SERVICES**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE ARPA PROJECT FOR THE ADDITION OF A THIRD (3RD) BTU TO THE CITY'S WWTP IN AN AMOUNT NOT TO EXCEED \$736,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city desires to increase treatment capacity and construct improvements to existing facilities at the City's WWTP as one of their ARPA Improvement Projects; and

WHEREAS, the capacity expansion will be accomplished by the addition of a third (3rd) BTU; and

WHEREAS, a third (3rd) BTU along with 2 other improvements which include the Headworks and Valve improvements of the waste water treatment plant; and

WHEREAS, the city entered into a Professional Consultant Services Agreement with Mead and Hunt for ARPA Improvement Projects on March 22, 2022 and updated on May 10, 2022.

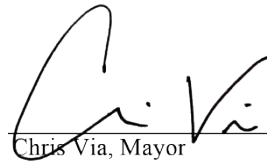
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the ARPA Improvement Projects for the addition of the third (3rd) BTU, Headworks and Valves Improvements at an amount not to exceed \$736,000.00.

SECTION 2. 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.

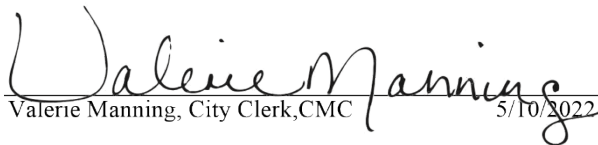
SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of MAY, 2022.



Chris Via, Mayor

5/10/2022



Valerie Manning, City Clerk, CMC 5/10/2022

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



January 16, 2025

Antoine Khoury, PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: **Professional Consultant Services Agreement Contract Extension**

Dear Antoine,

As you may be aware, the original term of our current Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvements is set to expire on March 9, 2025. The contract allows for two (2) one-year extensions. Mead & Hunt would like to thank the City of Holly Hill for the consideration of the extension of this contract. A Professional Consultant Services Agreement Contract Extension has been attached for your review and consideration.

We look forward to continuing to assist the City with successfully completing the treatment facility improvements that are being funded with the ARPA SLFRF funds and to fully expend such funds prior to the deadline of December 31, 2026. Please contact our office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. King".

David A. King, P.E.
Vice President

Enclosure: Professional Consultant Services Agreement for Engineering/CEI Services for ARPA Improvements Contract Extension

DAK/dp

**CONTRACT RENEWAL
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

Reference is made to the Contract entered into between the CITY OF HOLLY HILL (CITY) and MEAD & HUNT (CONSULTANT) for professional services in connection with the City's planned Engineering/CEI Services for ARPA Improvement Projects, with the option to renew in accordance with the contract documents.

In accordance with the master agreement dated March 10, 2022, and by mutual agreement of the contracting Parties, this contract is hereby extended for an additional one (1) year period through March 10, 2026.

All terms, conditions, and specifications of the aforementioned Contract are incorporated herein by reference in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives this Contract Renewal.

SIGNATURES:

CITY OF HOLLY HILL

ATTEST:

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

MEAD & HUNT

_____

Title: Administrative Assistant

By: _____

Name: David King

Title: Vice President

Date: January 16, 2025

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Engineering/CEI Services for ARPA Improvement Projects
Request for Qualification (RFQ) #22-WW-02

THIS AGREEMENT is made and entered into this 10th day of March, 2022, by and between Mead & Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-WW-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one-year extension options which may be exercised at the sole discretion of the City.

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

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

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

For City:

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

For Consultant:

Brad Blais, PE, Vice President (Name, Title)
Mead & Hunt, Inc. (Company)
4401 Eastport Parkway (Address)
Port Orange, FL 32127 (City, State, Zip)
386.761.6810 (Phone)



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

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

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

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

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

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

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

WITNESSES:

 ORIGINAL ORIGINAL

CITY OF HOLLY HILL

 ORIGINAL ORIGINAL
Joseph Forte, City Manager

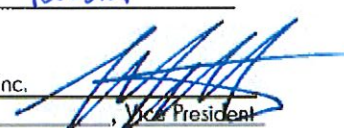
Dated: 3/23/2022

WITNESSES:



FIRMS

By: Mead & Hunt, Inc.

Brad Blais, PE,  Vice President

Dated: _____

Attachments: A. RFQ #22-WW-02

B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this 22nd day of March, 2022 under Agenda Item No. 2 (Regular Agenda).

DISCUSSION:

The City received a request for a Reduction of a Code Enforcement Lien that has been placed on the property located at 618 Flomich Street , Holly Hill, FL 3217. The original owner was Thoms Bunch who is deceased. The property had fallen into disrepair and became the location of squatters and known drug activity.

With the assistance of the VCSO, the squatters were removed from the property and the structures were eventually demolished bringing the property into compliance on August 28, 2025.

The property went through the foreclosure process however, it appears the city's lien was not addressed and remains attached to the property. The new owners of the property, HSBC Bank USA as indentured trustee for the register noteholders of Renaissance Home Equity Loan Trust 2007-1, have submitted a request for a lien reduction. Their request is to Grant a release of lien in the mount of \$285,850.00 for Case No. CER 223-3702. They are requesting 100% relief.

Based on the Findings of fact and Conclusions of Law, the Special Master, on May 21, 2023, found the property in violation of On September 17, 2023. An Order of Non-Compliance was issued for violation of,

26-61 (1&2) Trash & Tall Grass

14-4 Boarded Windows

82-131 Work without a permit

114-764 Tents on a residential property

IMPC 403.2 Protective Treatment

IMPC 111.1.3 Unfit for Human Occupancy

IPMC 501.2 Functioning Plumbing and Sanitation

The property is currently meeting compliance standards because the structures have been removed and the grounds leveled. Since there is no structure on the property and the lien of \$285,850.00 far exceeds the estimated value of the property of \$26,460.00 according t the VCPA, the City typically assesses a lien reduction in the amount of 10% of the value of the property plus administrative costs.

The City Manager is requesting the city commission reduce the lien from \$285,850.00 down to \$2,646.00 plus administrative costs as detailed below.

The City has requested the following as compensation to release the lien.

FISCAL ANALYSIS:

Total lien	\$285,646.00
------------	--------------

Required Payment to Release lien

Special Master fee for 2 meeting	\$250.00
Recording fee x 3	\$15.00
Code enforcement staff time 10 hours at 36.20	\$362.00
Finance staff member 1 hour at \$31.03	\$31.03
Community Development Director 1 hour at \$89.10	\$89.10
Lien Release	\$10.00
Percentage of land only value @ 10%	\$2,646.00
<u>Grand Total to be Paid</u>	\$3,403.13

STAFF RECOMMENDATION:

Reduce the lien from \$286,640.00 to the amount **\$3,403.13**.

COMMISSION GOAL:

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

MOTION:

REDUCE THE LIEN FROM \$285,646.00 TO \$3,403.13 TO BE PAID NO LATER THAN MARCH 27, 2026 AND SUBMIT A RELEASE OF LIEN UPON SATISFACTION OF THE PAYMENT.

LIEN REDUCTION REQUEST PACKET

[Handwritten signature]

Date: 1/9/26

From: Leslie Montgomery

To: Randy Ast Kyle Mahanes

ADDRESS: 619 HONICK

CASE #: CER-2950

Has the property been sold since the City's lien was filed? YES NO ✓ - foreclosure

If the property has been sold then it does not qualify for a lien reduction. Return to Leslie.

What date did the property become compliant? 8/21/2025

If the property is not in compliance it does not qualify for a lien reduction. Return to Leslie.

Has a lis pendens/final judgement been filed? YES NO ✓

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Leslie.

What date was the lien filed? June 20th 2023

Who owned the property at the time our lien was filed?
Thomas Bunch EST

What supporting documentation is attached?
filed lien & court orders

Who owns the property now? HSBC Bank

What supporting documentation is attached? VCPA Print (exhibit B)

NOTES: Property was put through foreclosure however it would appear the foreclosure process did not fully address the liens.

Kyle Mahanes
CE Officer completing this form

1/9/26
Date

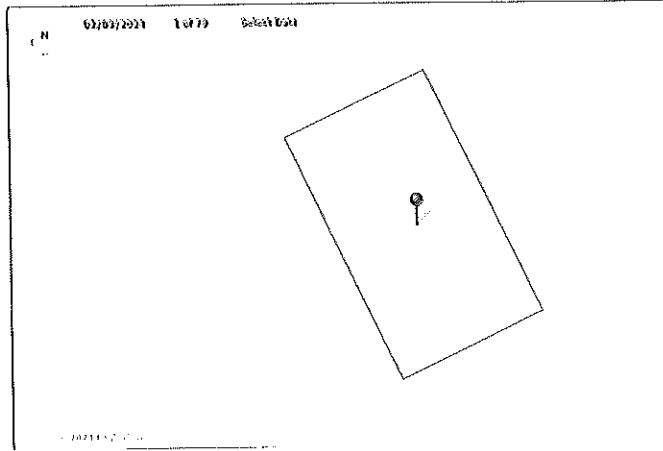
Stay on top of sales! Recent sales data now available for viewing on our website.



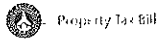
Home / Parcel Summary for 3189876

[Summary](#) [Tax Estimate](#) [Permits](#) [Map](#) [Picometry](#) [Print](#)

Alternate Key: 3189876
Parcel ID: 424222170140
Township-Range-Section: 14 - 32 - 42
Subdivision-Block-Lot: 22 - 17 - 0140
Physical Address: 618 FLOMICH ST, HOLLY HILL 32117
Owner(s): HSBC BANK USA NA TR - TR - Trust - 100%
 RENAISSANCE HOME EQUITY LOAN TRUST 2007 - - TR -
 Trust - 100%
Mailing Address On File: PO BOX 24605
 WEST PALM BEACH FL 33416 4605
[Update Mailing Address](#)
Building Count: 0
Neighborhood: 2728 - ALABAMA STREETS - HOLLY HILL
[Neighborhood Sales](#)
Subdivision Name:
Property Use: 0000 - VACANT RES
Tax District: 203-HOLLY HILL
2025 Final Millage Rate: 17.7803
Homestead Property: No - [Apply for Homestead Online](#)
Agriculture Classification: No - [Additional Information](#)
Short Description: LOT 14 & W 1/2 OF LOT 13 BLK 17 FLOMICH GARDENS SEC
 OF HOLLY
 HILL MB 10 PG 93 EXC N 25 FT PER OR 3991 PG 4396 PER
 OR 415
 8 PG 4625 PER OR 8451 PGS 0972-0978 INC PER OR 8629
 PG 1813



[Values & Exemptions](#) [Land & Buildings](#) [Sales](#) [Legal](#)



Property Values

Tax Year:	2026 Working	2025 Final	2024 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$216,092
Land Value:	\$26,460	\$26,460	\$21,315
Just/Market Value:	\$26,460	\$26,460	\$237,407

[Back to Top](#)

Working Tax Roll Values by Taxing Authority

Values shown below are the 2026 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2025 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$26,460	\$26,460	\$0	\$26,460	1.5000	\$39.69
0012 DISCRETIONARY	\$26,460	\$26,460	\$0	\$26,460	0.7480	\$19.79
0011 REQ LOCAL EFFORT	\$26,460	\$26,460	\$0	\$26,460	3.0310	\$80.20
0050 GENERAL FUND	\$26,460	\$26,460	\$0	\$26,460	3.2007	\$84.69
0053 LAW ENFORCEMENT FUND	\$26,460	\$26,460	\$0	\$26,460	1.5994	\$42.32
0055 LIBRARY	\$26,460	\$26,460	\$0	\$26,460	0.3697	\$9.78
0520 MOSQUITO CONTROL	\$26,460	\$26,460	\$0	\$26,460	0.1573	\$4.16
0530 PONCE INLET PORT AUTHORITY	\$26,460	\$26,460	\$0	\$26,460	0.0660	\$1.75
0058 VOLUSIA ECHO	\$26,460	\$26,460	\$0	\$26,460	0.2000	\$5.29
0057 VOLUSIA FOREVER	\$26,460	\$26,460	\$0	\$26,460	0.2000	\$5.29
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$26,460	\$26,460	\$0	\$26,460	0.0270	\$0.71
0100 HALIFAX HOSPITAL AUTHORITY	\$26,460	\$26,460	\$0	\$26,460	0.7019	\$18.57
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$26,460	\$26,460	\$0	\$26,460	0.1793	\$4.74
0200 HOLLY HILL	\$26,460	\$26,460	\$0	\$26,460	5.8000	\$153.47
					17.7803	\$470.47

Non-Ad Valorem Assessments

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

Estimated Ad Valorem Tax:	\$470.47
Estimated Non-Ad Valorem Tax:	\$96.00
Estimated Taxes:	\$566.47
Estimated Tax Amount without SOH/10CAP @	\$566.47

Lien Reduction Request Information Sheet

Property Address: 618 Flomich St. Date Prepared: 1/9/26

Owner of Property: HSBC Bank USA, N.A.

Date of Notice of Violation: April 25th 2023

Violations:

1. Multiple violations see exhibit A Date of Compliance _____ Exhibit A
2. _____ Date of Compliance _____ Exhibit _____
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 5/21/23 Daily Fines Start Date: 7/26/23

Daily Fines of \$ 350.00 for 816 days equals \$ 285,600 Dollars

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

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

\$ 250.00 Special Master Administrative Fine(s)

\$285,600 Daily Accumulated Fines

\$ 15.00 Filing Fees for Liens

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

_____ Code Enforcement Cost (Amount of Staff Hours: 10) +1 BW + 1 df

\$ 10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

EXHIBIT A

618 Flomich Violations – All addressed with home demolition completed 8/21/25

26-61 (1&2) Trash & Tall Grass

14-4 Boarded windows

82-131 Work without permits for back porch and interior alterations damaged structures interior modification unsafe work.

114-764 Tents and tenting in residential property

IPMC 304.2 Protective Treatment

IPMC 111.1.3 Unfit for Human Occupancy

IPMC 501.2 Functioning Plumbing/Sanitation Required

MEMORANDUM

DATE: January 9, 2026
TO: CITY MANAGER
THROUGH: CODE ENFORCEMENT
FROM: CODE ENFORCEMENT
RE: CASE # CER-002950/23-3702
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$285,850.00** in this case.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- (1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.
- ☐ FAILS
☒ DOES NOT FAIL
- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.
- ☐ FAILS
☒ DOES NOT FAIL

CITY OF HOLLY HILL

CASE # CER 2023-3702

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2007-1

Property Address: 618 FLOMICH ST, HOLLY HILL 32117

Contact information where you can be reached during the day:

Cell Phone 305-428-5093
ecruz@hinshawlaw.com

Email phernandez@hinshawlaw.com;

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Are you claiming financial hardship? ☐ YES ☒ NO

If yes, please explain:

Are you claiming medical hardship? ☐ YES ☒ NO

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

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

I, HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2007-1, by its attorney in fact PHH Mortgage Corporation c/o Hinshaw and Culbertson, LLP, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

We represent the record owner of the subject property, HSBC Bank USA, N.A., as Indenture Trustee for the Registered Noteholders of Renaissance Home Equity Loan Trust 2007-1, by virtue of the Certificate of Title issued in the underlying mortgage foreclosure proceeding.

Following the completion of the foreclosure and acquisition of title, our client took immediate steps to remedy the outstanding code violations. A final inspection was conducted, and the violations were confirmed as corrected and passed on or about August 18, 2025.

Importantly, these violations were attributable to the prior owner. Upon acquiring title through foreclosure, our client acted diligently to bring the property into compliance. In light of these corrective measures and in the interest of mitigating penalties for violations that predated our client's ownership, we respectfully request a reduction of the lien amount presently imposed against the property.

Date: 12-12-25

Signed: Ef Cruz

Print Name: Eduardo Cruz

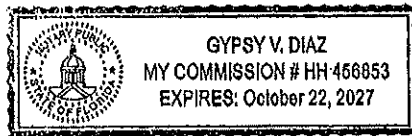
STATE OF Florida

COUNTY OF: Miami-Dade

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Eduardo Cruz, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. (He) is not personally know to me and has produced _____ as identification and did take an oath.

Date: 12-12-2025

Gypsy V. Diaz
Notary Public



My Commission Expires 10-22-2027

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2007-1, the record owner of the following described property:

LOT 14 & W 1/2 OF LOT 13 BLK 17 FLOMICH GARDENS SEC OF HOLLY HILL MB 10 PG 93 EXC N 25 FT PER OR 3991 PG 4396 PER OR 4158 PG 4625 PER OR 8451 PGS 0972-0978 INC PER OR 8629 PG 1813

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of \$285,850.00 for Case No. CER 2023-3702, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Benjamin Verdoo ren

Owner's Name

HSBC BANK USA, N.A., AS INDENTURE TRUSTEE
FOR THE REGISTERED NOTEHOLDERS OF
RENAISSANCE HOME EQUITY LOAN TRUST 2007-1
By its attorney in fact PHH Mortgage Corporation

Owner's Name

[Signature]
Owner's Signature

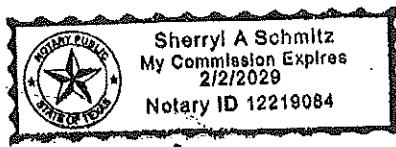
Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 25 day of September, 2025.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County
aforesaid to take acknowledgements, personally appeared Benjamin Verdoren, who is
personally known to me or who has produced 7x DL as identification and
who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of
September, 2025.



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

Aforementioned

My Commission Expires: 2/2/29

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Leslie Montgomery
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424222170140	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill
(Lienor's Name)

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

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

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on May 21st 2023, which remains unpaid as of June 15th, 2023.
Case #23-3702

Fines of \$350.00 per day (\$50 per violation, per day, for 7 violations) commencing on May 26th, 2023.

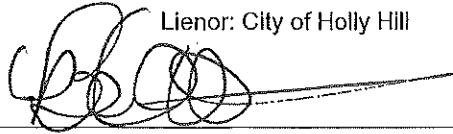
on the following described real property in Volusia County, Florida: LOT 14 & W 1/2 OF LOT 13 BLK 17 FLOMICH GARDENS SEC OF HOLLY HILL MB 10 PG 93 EXC N 25 FT PER OR 3991 PG 4396 PER OR 415 8 PG 4625

618 Flomich Street, Holly Hill, FL 32117.

Owned by Thomas Bunch EST. Fine, fees and cost of \$350.00 per day (\$50 per violation, per day, 7 violations) commencing on May 26th, 2023, along with a Special Master hearing fine of Two Hundred Fifty Dollars (\$250.00), with remains unpaid as of June 15th, 2023.

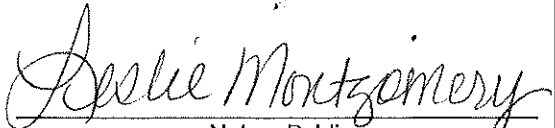
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent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



Lienor: City of Holly Hill
By  (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 30th day of June 2023
20__.


Notary Public

J. Anthony Van Ness
Mark C. Elia*
Ian D. Jagendorf*
Patrick M. Connell



David A. Friedman*
Maya Rubinov
Morgan L. Weinstein**

66 West Flagler Street
Eleventh Floor
Miami, Florida 33130
Phone: (305) 420-9080

1239 East Newport Center Drive
Suite #110
Deerfield Beach, Florida 33442
Phone: (954) 571-2031
www.vanlawfl.com

Deerfield location is firm mailing address
**Of Counsel
*Partner

If you are hearing impaired, please dial "711" and request connection to (954)571-2031

Pursuant to the Fair Debt Collection Practices Act you are hereby advised that a portion of our practice involves the collections of debts and any information obtained may be used for that purpose.

May 2, 2024

The Honorable Mary G. Jolley
Circuit Civil Division
Volusia County Courthouse Annex
Daytona Beach, FL 32114

RE: HSBC BANK USA, N.A., AS INDENTURE TRUSTEE FOR THE REGISTERED
NOTEHOLDERS OF RENAISSANCE HOME EQUITY LOAN TRUST 2007-1, et al, vs.
UNKNOWN HEIRS OF THOMAS J. BUNCH A/K/A THOMAS BUNCH, et al,
Case No.: 2023 32103 CICI
Our File No.: PHH18296-23

Dear Judge Mary G. Jolley:

We represent the plaintiff in the above-referenced matter. This matter was heard before you on May 1, 2024 regarding *Plaintiff's Verified Motion For A Temporary Injunction Enjoining Squatters From Possession Of The Property*. The enclosed Order has been approved by Scott Simpson, Esq., attorney for the City of Holly Hill.

We ask that you please review, and if acceptable, to process the order for entry. Should you require any additional information, please do not hesitate to contact my assistant Lydia Nguyen at lnghuyen@vanlawfl.com or at (954) 571-2031 ext. 319.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Friedman".

David A. Friedman, Esq.

Enc.

cc: All Parties on the Attached Service List

PHH18296-23/lin

CASE NO: 2023 32103 CICI
SERVICE LIST:

UNKNOWN HEIRS OF THOMAS J. BUNCH A/K/A THOMAS BUNCH
618 FLOMICH ST
DAYTONA BEACH FL 32117
Last Known Address

Return To:

Name: Brian M. Walker, Community Development Director

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117-2807

This instrument Prepared by:

Name: Leslie Montgomery

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117-2807

Property Appraisers Parcel ID Number(s): 424222170140

6/27/2023 9:08:38 AM

Instrument# 2023130513 2 pages

Book: 8425 Page: 1261

Electronically Recorded By

Volusia County Clerk of the Court

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

(Lienor's Name)

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

(Lienor's Address)

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

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on May 21st 2023, which remains unpaid as of June 15th, 2023.
Case #23-3702

Fines of \$350.00 per day (\$50 per violation, per day, for 7 violations) commencing on May 26th, 2023.

on the following described real property in Volusia County, Florida: LOT 14 & W 1/2 OF LOT 13 BLK 17 FLOMICH GARDENS SEC OF HOLLY HILL MB 10 PG 93 EXC N 25 FT PER OR 3991 PG 4396 PER OR 415 8 PG 4625

618 Flomich Street, Holly Hill, FL 32117.

Owned by Thomas Bunch EST. Fine, fees and cost of \$350.00 per day (\$50 per violation, per day, 7 violations) commencing on May 26th, 2023, along with a Special Master hearing fine of Two Hundred Fifty Dollars (\$250.00), with remains unpaid as of June 15th, 2023.

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



Lienor: City of Holly Hill

By [Signature] (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 20th day of June 2023
20__.

[Signature]
Notary Public



CERTIFICATION OF ORDER IMPOSING A FINE/LIEN

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

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

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

Community
Services
386-248-9435
Fax 386-248-9448

Economic
Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

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

Information
Technology
386-248-9459
Fax 386-248-9448

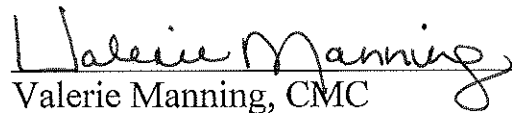
Public
Works
386-248-9463
Fax 386-248-9499

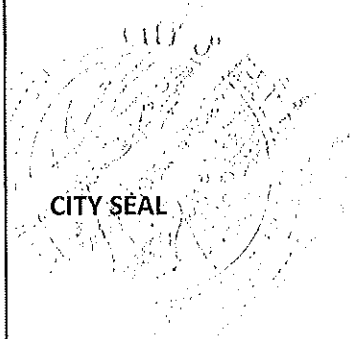
Utility
Billing
386-248-9432
Fax 386-248-9458

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

I, Valerie Manning, City Clerk, do hereby certify that the attached is a True and Correct copy of the code enforcement Special Magistrate Order imposing a fine/lien for Case No. 23-3702. The City of Holly Hill Florida vs. Thomas Bunch EST, owner as it appears in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Holly Hill, Florida, on this 20th day of June, 2023.


Valerie Manning, CMC


CITY SEAL

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

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

**Parcel No. 4242-2217-0140
Case No. 23-3702**

Petitioner,

-vs-

Estate of Thomas Bunch, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 18th of May 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Estate of Thomas Bunch, Owner and Respondent of the property located at 618 Flomich Street, Holly Hill, Florida 32117 was issued a Notice of Violation on the 25th of April, 2023 and a Notice to Appear on the 3rd of May, 2023 for the violation of Section 26-61 – Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; Section 14-4 Temporary storm protection of structures. Openings on residential structures, such as doors, windows or other apertures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Unoccupied residential structures using Florida Product Approved storm shutters may keep them attached for the entire hurricane season. After the official hurricane season is over, shutters must be removed or opened. Commercial structures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed; Section 82-131 – Development Permit. Required. No development activity may be undertaken without prior authorization by a development permit; Section 114-764 Tents. (a) Allowed tents. No tent shall be erected within the city limits without a permit issued by the city, except the following: (1) Camping tents or other tents used for residential purposes

temporarily (not more than 15 consecutive days or 30 total days in a twelve month period) located in the side or rear yard of property zoned or used for residential purposes; or (2) Tents temporarily (days of garage sale only) constructed pursuant to a lawfully permitted garage sale; International Property Maintenance Code (hereinafter referred to as IPMC) 304.2 - Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement; IPMC 111.1.3 Structure Unfit for Human Occupancy - A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public; and IPMC 501.2 - Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

At the hearing, the Code Enforcement Officer Kyle Mahanes testified that on the 4th of May, 2023, this property was posted with the Notice to Appear and a Notice that the property is Unfit for Human Occupancy. Officer Mahanes testified and provided photographs demonstrating that this property has trash and debris in the front of the property, a boarded door, non-permitted tenting with leaning beams covering other trash and debris, siding and walls that were built without a permit, fascia and trim with peeling and flaking paint, plumbing work and tampering of the utility lines on the property, and the water meter was removed and replaced on the property without the permission of the City. After notice was posted, Officer Mahanes testified that the walls and siding were removed from the property, however no permits were ever pulled before or after this occurred. Therefore, inspection and permitting requirements will still apply in this matter. Additionally, there is no water or utility account for this property. The Owner is deceased and no one on behalf of the Thomas Bunch estate was present to testify to the outstanding violations or the current state of the property. The daughter of the deceased, Emily Bunch was present and currently occupies the property, however, she could not show that she is an authorized trustee, beneficiary, or representative of the estate.

The City of Holly Hill is requesting an accelerated time frame of five (5) days to initiate the administrative fees and daily fines due to the fact that people continue to inhabit this

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political

Parcel No. 4242-2217-0140

Sub-division of the State of Florida

Case No. CER2024-000694

Petitioner,

-vs-

Thomas Bunch Est., Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 21st of June 2024. The owner, was not present, Attorney Eduardo Cruz of Hinshaw & Culbertson representing the bank was on the phone. Based on the evidence received, the Special Magistrate, thereupon Issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Owner and Respondent of the property located at 618 Flomich Street, Holly Hill, Florida 32117 was Issued a Notice of Violation on 05/18/2024. On 06/10/2024 a Notice to Appear was issued for the violations of :

IPMC 110.1 Demolition: The building is to be demolished if it cannot be properly restored to meet basic minimum standards of living. This property has been condemned for human habitation and is in violation of a multitude of code violations.

Code Enforcement Officer Mahanes, offered testimony and photographic evidence.

CONCLUSIONS OF LAW

The Owner and Respondent of the property located at 618 Flomich Street, Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances:

IPMC 110.1 Demolition: The building is to be demolished if it cannot be properly restored to meet basic minimum standards of living. This property has been condemned for human habitation and is in violation of a multitude of code violations.

ORDER

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, It is duly Ordered by this Special Magistrate that I grant the City of Holly Hill permission to demolish the property with a ruling of same from the City Council. The cost associated with the demolition and clean up to be paid at the owner's expense or filed as a lien on the property. This will take effect if the agreement with the bank falls through. Attorney Cruz agreed to this. There was a foreclosure on this property on 05 18 2023.

DONE AND ORDERED this 21st day of June 2024, In Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A. Pascucci

John A. Pascucci, Special Magistrate

Attest: [Signature]

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 21st day of June, 2024.



Valerie Manning
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25th day of June, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Thomas Bunch Est.

618 Flomich Street

Holly Hill, Fl. 32117

David Friedman Esq.

1239 E. Newport Center Drive Ste. 110

Deerfield Beach, Florida 33442-7711

[Signature]
Code Enforcement Official

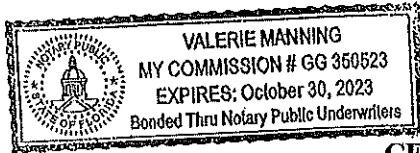
IMPORTANT NOTICE

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

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

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 25th, day of May, 2023.



Valerie Manning
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 25th day of May, 2023 a true
and accurate copy of the foregoing has been furnished by U.S. Mail to:

Estate of Thomas Bunch
618 Flomich Street
Holly Hill, FL 32117

[Signature]
Code Enforcement Official

IMPORTANT NOTICE

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

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



CERTIFICATION OF ORDER IMPOSING A FINE/LIEN

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

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

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

Community
Services
386-248-9435
Fax 386-248-9448

Economic
Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

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

Information
Technology
386-248-9459
Fax 386-248-9448

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

Utility
Billing
386-248-9432
Fax 386-248-9458

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

I, Valerie Manning, City Clerk, do hereby certify that the attached is a True and Correct copy of the code enforcement Special Magistrate Order imposing a fine/lien for Case No. 23-3702. The City of Holly Hill Florida vs. Thomas Bunch EST, owner as it appears in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Holly Hill, Florida, on this 20th day of June, 2023.

Valerie Manning
Valerie Manning, CMC

CITY SEAL

property despite the fact that the property has been properly posted as unfit for human occupancy.

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 618 Flomich Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61 – Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; Section 14-4 Temporary storm protection of structures. Openings on residential structures, such as doors, windows or other apertures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Unoccupied residential structures using Florida Product Approved storm shutters may keep them attached for the entire hurricane season. After the official hurricane season is over, shutters must be removed or opened. Commercial structures may be temporarily protected up to seven days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed; Section 82-131 – Development Permit. Required. No development activity may be undertaken without prior authorization by a development permit; Section 114-764 Tents. (a) Allowed tents. No tent shall be erected within the city limits without a permit issued by the city, except the following: (1) Camping tents or other tents used for residential purposes temporarily (not more than 15 consecutive days or 30 total days in a twelve month period) located in the side or rear yard of property zoned or used for residential purposes; or (2) Tents temporarily (days of garage sale only) constructed pursuant to a lawfully permitted garage sale; IPMC 304.2 - Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement; IPMC 111.1.3 Structure Unfit for Human Occupancy - A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure

constitutes a hazard to the occupants of the structure or to the public; and IPMC 501.2 - Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00) due within five (5) days of this order. If the Respondent fails to pay the administrative fine in five (5) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all the remaining violations listed above into compliance within five (5) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars (\$50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

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

DONE AND ORDERED this 21st day of May 2023 in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: [Signature]
Code Enforcement Official

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

LIEN REDUCTION REQUEST PACKET



Date: 1/5/26

From: Randy Ast

ADDRESS: 1536 Espanola

CASE #: CER2024-000740

Has the property been sold since the City's lien was filed? YES ☒ NO ☐

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 12/17/25

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendens/final judgement been filed? YES ☐ NO ☒

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 1/10/25

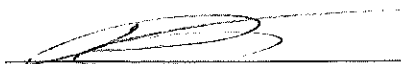
Who owned the property at the time our lien was filed?
Rachel Gulbin & Gregory Malchesky

What supporting documentation is attached?
VCPA Report, Certificate of Title

Who owns the property now? Federal National Mortgage Association

What supporting documentation is attached? Title

NOTES: _____


CE Officer completing this form

1/5/26
Date

Lien Reduction Request Information Sheet

Property Address: 1536 Espanola Ave Date Prepared: 1/5/26

Owner of Property: Federal National Mortgage Assoc.

Date of Notice of Violation: 6/3/24

Violations:

1. 26-61(3) Vermin Date of Compliance 8/14/25 Exhibit A
2. Ipme 302.4 Grass Date of Compliance 8/14/25 Exhibit A
3. 26-61(2) Trash Date of Compliance 9/4/25 Exhibit A
4. 114-727 Fence Date of Compliance 9/4/25 Exhibit A
5. Ipme 304.7 Roof-Sheed Date of Compliance 12/17/25 Exhibit A
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 8/23/24 Daily Fines Start Date: 9/6/24

Daily Fines of \$ 100.00 for 342 days equals \$34,200.00 Dollars

Daily Fines of \$ 100.00 for 363 days equals \$36,300.00 Dollars
50.00 477 \$23,850.00

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

94,350.00 Daily Accumulated Fines

44.00 Filing Fees for Liens

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

5 Code Enforcement Cost (Amount of Staff Hours: +1 Joe + 1/1 Brian)

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

MEMORANDUM

DATE: January 5th 2026
TO: CITY MANAGER
THROUGH: CODE ENFORCEMENT
FROM: CODE ENFORCEMENT
RE: CASE # 23-390
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$94,600.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

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

☒ FAILS
☐ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political

Parcel No. 4242-2001-0290

Sub-division of the State of Florida

Case No. CER2024-000740

Petitioner,

-vs-

Rachel Gulbin & Gregory Malchesky, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd of August 2024. The Owners Rachel Gulbin & Gregory Malchesky, were not present. Based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Rachel Gulbin & Gregory Malchesky, Owners and Respondents of the property located at 1536 Espanola Ave., Holly Hill, Florida 32117 was issued a Notice of Violation on 05/14/2024 On 08/12/2024 a Notice to Appear was issued for the violations of:

114-727 Fence Maintenance: Properly repair or remove damaged wood fence on the North side of the property.

26-61(2) Sanitary (Trash): Remove the collection of building materials, wood and other debris in the side and rear yard.

26-61(3) Sanitary (Vermin): The condition of the property is creating a harborage for vermin. Mow the grass and remove all trash and debris.

IPMC 302.4 Grass and Weeds: Mow and maintain the grass the entire property is overgrown.

IPMC 304.1 Exterior Maintenance: Properly repair damaged shed in the rear yard. Will require a building permit.

IPMC 304.7 Roofs and Drainage: Properly repair the damaged roof on the shed in the rear of your property. Will require a building permit.

Code Enforcement Officer Ast, offered testimony and photographic evidence.

CONCLUSIONS OF LAW

That Rachel Gulbin & Gregory Malchesky, Owners and Respondents of the property located at 1536 Espanola Ave., Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances:

114-727 Fence Maintenance: Properly repair or remove damaged wood fence on the North side of the property.

26-61(2) Sanitary (Trash): Remove the collection of building materials, wood and other debris in the side and rear yard.

26-61(3) Sanitary (Vermín): The condition of the property is creating a harborage for vermin. Mow the grass and remove all trash and debris.

IPMC 302.4 Grass and Weeds: Mow and maintain the grass the entire property is overgrown.

IPMC 304.1 Exterior Maintenance: Properly repair damaged shed in the rear yard. Will require a building permit.

IPMC 304.7 Roofs and Drainage: Properly repair the damaged roof on the shed in the rear of your property. Will require a building permit.

ORDER

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, It is duly Ordered by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred and fifty (\$250.00) dollars. Administrative Fine is due within fifteen (15) days of this order. If the respondent fails to pay the Administrative Fine in fifteen (15) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but necessarily limited to that described above.

The Respondent has fourteen (14) days to bring the violations into compliance. A fine of fifty (\$50.00) dollars a day per violation if not in compliance after fourteen (14) days. The City of Holly Hill is given permission to enter the property to mow and maintain the property, the cost of which is to be assessed to the property owner as a lien.

DONE AND ORDERED this 23rd day of August 2024, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A. Pascucci

John A. Pascucci, Special Magistrate

Attest: [Signature]

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 23rd day of August, 2024.



Valerie Manning
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 29th day of August, 2024 a true and accurate copy
of the foregoing has been furnished by U.S. Mail to:

Rachel Gulbin & Gregory Malchesky

1536 Espanola Ave.

Holly Hill, FL 32117

[Signature]
Code Enforcement Official

1/10/2025 10:57:47 AM
Instrument# 2025005683 5 pages
Book: 8653 Page: 900
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Randy Ast
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424220010290	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines and correct cited code violations.

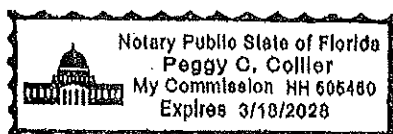
Daily fine of \$250.00 per day. \$50.00 per violation commencing on September 6, 2024 for Five (5) violations which have not been corrected as of January 6, 2025 and a Special Magistrate administrative fine of \$250.00
Case # CER2024-000740

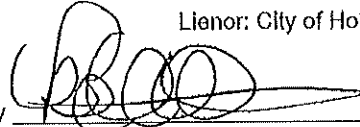
On the following described real property in Volusia County, Florida: LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291 PER OR 6311 PGS 1233-1234 PER OR 7216 PGS 3428-3429 PER OR 7247 PG 4497 PER OR 7505 PGS 1883-1884 PER OR 8111 PGS 1982-

1536 Espanola Avenue

Owned by: GULBIN RACHEL DANIELLE and MALCHESKY GREGORY VICTOR Fees and cost of Fifty Dollars (\$50.00) per day per violation (5 violations) commencing on September 6, 2024
Special Magistrate administrative fine of \$250.00

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



Lienor: City of Holly Hill
By  (Agent)
Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 7th day of January, 2025, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 7th day of January, 2025.


Notary Public



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

Property Summary

Alternate Key:	3182111
Parcel ID:	424220010290
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	20 - 01 - 0290
Owner(s):	FEDERAL NATIONAL MORTGAGE ASSOCIATION - FS - Fee Simple - 100%
Mailing Address On File:	14221 DALLAS PKWY STE 1000 DALLAS TX 75254 2946
Physical Address:	1536 ESPANOLA AVE, HOLLY HILL 32117
Building Count:	1
Neighborhood:	2216 - 15TH ST - GRANADA ST - HOLLY HILL
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2025 Final Millage Rate:	17.7803
Homestead Property:	No
Agriculture Classification:	No
Short Description:	LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291 PER OR 6311 PGS 1233-1234 PER OR 7216 PGS 3428-3429 PER OR 7247 PG 4497 PER OR 7505 PGS 1883-1884 PER OR 8111 PGS 1982-

Property Values

Tax Year:	2026 Working	2025 Final	2024 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$156,223	\$156,223	\$151,947
Land Value:	\$19,400	\$19,400	\$19,400
Just/Market Value:	\$175,623	\$175,623	\$171,347

Working Tax Roll Values by Taxing Authority

Values shown below are the 2026 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2025 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$175,623	\$175,623	\$0	\$175,623	1.5000	\$263.43
0012 DISCRETIONARY	\$175,623	\$175,623	\$0	\$175,623	0.7480	\$131.37
0011 REQ LOCAL EFFORT	\$175,623	\$175,623	\$0	\$175,623	3.0310	\$532.31
0050 GENERAL FUND	\$175,623	\$175,623	\$0	\$175,623	3.2007	\$562.12
0053 LAW ENFORCEMENT FUND	\$175,623	\$175,623	\$0	\$175,623	1.5994	\$280.89
0055 LIBRARY	\$175,623	\$175,623	\$0	\$175,623	0.3697	\$64.93
0520 MOSQUITO CONTROL	\$175,623	\$175,623	\$0	\$175,623	0.1573	\$27.63
0530 PONCE INLET PORT AUTHORITY	\$175,623	\$175,623	\$0	\$175,623	0.0660	\$11.59
0058 VOLUSIA ECHO	\$175,623	\$175,623	\$0	\$175,623	0.2000	\$35.12
0057 VOLUSIA FOREVER	\$175,623	\$175,623	\$0	\$175,623	0.2000	\$35.12
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$175,623	\$175,623	\$0	\$175,623	0.0270	\$4.74
0100 HALIFAX HOSPITAL AUTHORITY	\$175,623	\$175,623	\$0	\$175,623	0.7019	\$123.27
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$175,623	\$175,623	\$0	\$175,623	0.1793	\$31.49
0200 HOLLY HILL	\$175,623	\$175,623	\$0	\$175,623	5.8000	\$1,018.61
					17.7803	\$3,122.63

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	
0203-HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00	Estimated Non-Ad Valorem Tax:	\$96.00
				Estimated Taxes:	\$3,218.63
				Estimated Tax Amount without SOH/10CAP Ⓢ	\$3,218.63

**In The Circuit Court, Seventh Judicial Circuit
In And For Volusia County, Florida**

CMG MORTGAGE INC
Plaintiff(s)

VS.

RACHEL DANIELLE GULBIN , et al.
Defendant(s)

Case No. 2024 10975 CICI
Div.

Amended

CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that a Certificate of Sale has been filed in this action and on the 7th day of October, 2025 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Volusia County, Florida:

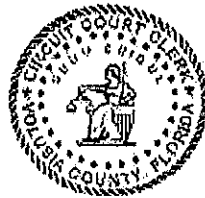
- SEE ATTACHMENT -

was sold to and the Certificate of Title is hereby issued to:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

whose address is: 14221 Dallas Parkway, Suite 1000 Dallas, TX, 75254

Witness my hand and seal on 7th day of October, 2025 in Volusia County, Florida.



Laura E. Roth, Clerk of the Circuit Court
Volusia County, Florida

By:

Erika Gray
Deputy Clerk

Sale Amt. \$90,100.00 D/S *Erika* Parcel ID # 424220010290

Erika Gray

OCT - 7 2025

LOT 29, BLOCK 1, SECTION "C" RIO VISTA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 69, AS SHOWN ON PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Property address: 1536 ESPANOLA AVE HOLLY HILL FL 32117



Fannie Mae™

Date: 12/19/2025

To: Holly Hill, Florida

ATTN: Codes Compliance

This letter confirms that the below listed Company is engaged as a Fannie Mae (Federal National Mortgage Association) vendor which has been engaged to perform services on the below listed property address. This Company is approved to access the property records and register the property per municipality ordinance on the below listed property on behalf of Fannie Mae.

Should you have any questions, you can contact us at

Fannie Mae Vendor:

MCS
350 Highland Drive, Suite 100
Lewisville, TX 75067
Main: 813-387-1100



Fannie Mae Property Address:

1536 ESPANOLA AVE
HOLLY HILL, FL 32117

Sincerely,

Scott Cocca
Assistant Vice President
Fannie Mae

CITY OF HOLLY HILL

CASE # CER2024-000740

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Federal National Mortgage Association

Property Address: 1536 ESPANOLA AVE HOLLY HILL, FL 32117

Phone number(s) where you can be reached during the day:

469-771-5217 cell

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Are you claiming financial hardship? ☐ YES ☒ NO

Are you claiming medical hardship? ☐ YES ☒ NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Tawnie Taylor, MCS

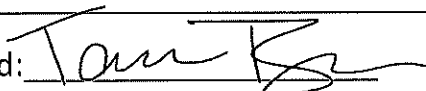
Relationship: code vendor

I, Tawnie Taylor, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Case number CER2024-000740 was issued 5/14/2024. Initial violation was issued to the borrower while the property was occupied. Property was vacated 7/8/25, which allowed preservation to begin. Violation was discovered 7/30/25 and abatement work began.

FCL sale occurred 9/26/25, delaying permitting for the shed roof repairs. Repairs were completed and compliance was issued 12/17/25

Date: 12/19/2025

Signed: 

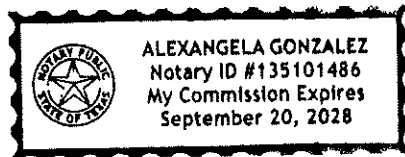
Print Name: Tawnie Taylor

STATE OF Texas

COUNTY OF: Denton

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Tawnie Taylor, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced _____ as identification and did take an oath.

Date: 12/22/2025



GonzAlexa

Notary Public

My Commission Expires 9/20/28

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Donna Houseworth, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 424220010290

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ _____ for Case No. CEP2024-00014 and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Donna Houseworth

Owner's Name

Donna Houseworth

Owner's Signature

Owner's Name

Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 12 day of Jan, 2026.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Donna Houseworth, who is personally known to me or who has produced Driver's license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of Jan, 2026.



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

My Commission Expires: 10/30/2029

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Tawnie Taylor, MCS

Relationship: code vendor

I, Tawnie Taylor, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Case number CER2024-000740 was issued 5/14/2024. Initial violation was issued to the borrower while the property was occupied. Property was vacated 7/8/25, which allowed preservation to begin. Violation was discovered 7/30/25 and abatement work began.

FCL sale occurred 9/26/25, delaying permitting for the shed roof repairs. Repairs were completed and compliance was issued 12/17/25

Date: 12/19/2025

Signed: 

Print Name: Tawnie Taylor

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Donna Houseworth, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced Drivers license as identification and did take an oath.

Date: 11/12/2020

[Signature]

Notary Public

My Commission Expires 10/30/2029



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

LIEN REDUCTION REQUEST PACKET

Date: 2/4/25

From: Randy Ast

ADDRESS: 1536 Espanola

CASE #: CER-2024-000740

Has the property been sold since the City's lien was filed? YES _____ NO X

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? Not in compliance

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendens/final judgement been filed? YES _____ NO X

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 1/10/25

Who owned the property at the time our lien was filed?

Rachel Gulbin & Gregory Malchesky

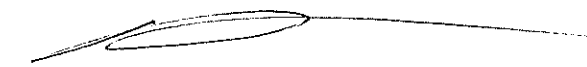
What supporting documentation is attached?

Lien / SM Orders / Sale Contract

Who owns the property now? Same

What supporting documentation is attached? VC Prop. App. Summary

NOTES: _____



CE Officer completing this form

2/4/25
Date

Lien Reduction Request Information Sheet

Property Address: 1536 Espanola Date Prepared: 2/4/25

Owner of Property: Rachel D. Gulbin

Date of Notice of Violation: 6/3/24

Violations:

1. 114-727 Fence Date of Compliance _____ Exhibit A
2. 26-61(2) Trash & Debris Date of Compliance _____ Exhibit A
3. 26-61(3) Vermin Date of Compliance _____ Exhibit A
4. IPMC 304.7 Roof Date of Compliance _____ Exhibit A
5. IPMC 304.1 Exterior Maint. Date of Compliance _____ Exhibit A
6. IPMC 302.4 Grass Date of Compliance 8/24/24 Exhibit A

Date of Special Master Hearing: 8/23/24 Daily Fines Start Date: 9/6/24

Daily Fines of \$ 250.00 for 143 days equals 35,750.00 Dollars

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

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

35,750.00 Daily Accumulated Fines

44.00 Filing Fees for Liens

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

_____ Code Enforcement Cost (Amount of Staff Hours: Randy - 8, Brian - 1, Joe - 1)

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Randy Ast
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424220010290	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines and correct cited code violations.

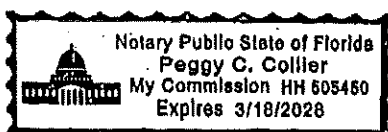
Daily fine of \$250.00 per day. \$50.00 per violation commencing on September 6, 2024 for Five (5) violations which have not been corrected as of January 6, 2025 and a Special Magistrate administrative fine of \$250.00
Case # CER [REDACTED]

On the following described real property in Volusia County, Florida: LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291PER OR 6311 PGS [REDACTED] PER OR 7216 PGS [REDACTED] PER OR 7247 PG 4497 PER OR 7505 PGS [REDACTED] PER OR 8111 PGS 1982-

1536 Espanola Avenue

Owned by: GULBIN RACHEL DANIELLE and MALCHESKY GREGORY VICTOR Fees and cost of Fifty Dollars (\$50.00) per day per violation (5 violations) commencing on September 6, 2024
Special Magistrate administrative fine of \$250.00

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



Lienor: City of Holly Hill

By [Signature] (Agent)

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 7th day of January, 2025, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 7th day of January, 2025.

Peggy C. Collier

CONCLUSIONS OF LAW

That Rachel Gulblin & Gregory Malchesky, Owners and Respondents of the property located at 1536 Espanola Ave., Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances:

114-727 Fence Maintenance: Properly repair or remove damaged wood fence on the North side of the property.

26-61(2) Sanitary (Trash): Remove the collection of building materials, wood and other debris in the side and rear yard.

26-61(3) Sanitary (Vermin): The condition of the property is creating a harborage for vermin. Mow the grass and remove all trash and debris.

IPMC 302.4 Grass and Weeds: Mow and maintain the grass the entire property is overgrown.

IPMC 304.1 Exterior Maintenance: Properly repair damaged shed in the rear yard. Will require a building permit.

IPMC 304.7 Roofs and Drainage: Properly repair the damaged roof on the shed in the rear of your property. Will require a building permit.

ORDER

Based on the Foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162 Florida Statutes and the Holly Hill Enforcement Ordinance, Chapter 2 Section 2-118, it is duly Ordered by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred and fifty (\$250.00) dollars. Administrative Fine is due within fifteen (15) days of this order. If the respondent fails to pay the Administrative Fine in fifteen (15) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but necessarily limited to that described above.

The Respondent has fourteen (14) days to bring the violations into compliance. A fine of fifty (\$50.00) dollars a day per violation if not in compliance after fourteen (14) days. The City of Holly Hill is given permission to enter the property to mow and maintain the property, the cost of which is to be assessed to the property owner as a lien.



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

Property Summary

Alternate Key: 3182111
Parcel ID: 424220010290
Township-Range-Section: 14 - 32 - 42
Subdivision-Block-Lot: 20 - 01 - 0290
Owner(s): GULBIN RACHEL DANIELLE - JT - Joint Tenancy with Right of Survivorship - 100%
MALCHESKY GREGORY VICTOR - JT - Joint Tenancy with Right of Survivorship - 100%
Mailing Address On File: 1536 ESPANOLA AVE
HOLLY HILL FL 32117 2214
Physical Address: 1536 ESPANOLA AVE, HOLLY HILL 32117
Building Count: 1
Neighborhood: 2216 - RIO VISTA (4242-20-01) (02-14) EXC 03
Subdivision Name:
Property Use: 0100 - SINGLE FAMILY
Tax District: 203-HOLLY HILL
2024 Final Millage Rate: 17.8471
Homestead Property: Yes
Agriculture Classification: No
Short Description: LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291
PER OR 6311 PGS 1233-1234 PER OR 7216 PGS 3428-3429 PER OR
7247 PG 4497 PER OR 7505 PGS 1883-1884 PER OR 8111 PGS 1982-

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$149,795	\$151,947	\$147,877
Land Value:	\$19,400	\$19,400	\$19,400
Just/Market Value:	\$169,195	\$171,347	\$167,277

Working Tax Roll Values by Taxing Authority

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

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$169,195	\$161,158	\$25,000	\$136,158	1.5000	\$204.24
0012 DISCRETIONARY	\$169,195	\$161,158	\$25,000	\$136,158	0.7480	\$101.85
0011 REQ LOCAL EFFORT	\$169,195	\$161,158	\$25,000	\$136,158	3.0370	\$413.51
0050 GENERAL FUND	\$169,195	\$161,158	\$50,722	\$110,436	3.2007	\$353.47
0053 LAW ENFORCEMENT FUND	\$169,195	\$161,158	\$50,722	\$110,436	1.5994	\$176.63
0055 LIBRARY	\$169,195	\$161,158	\$50,722	\$110,436	0.3891	\$42.97
0520 MOSQUITO CONTROL	\$169,195	\$161,158	\$50,722	\$110,436	0.1647	\$18.19
0530 PONCE INLET PORT AUTHORITY	\$169,195	\$161,158	\$50,722	\$110,436	0.0692	\$7.64
0058 VOLUSIA ECHO	\$169,195	\$161,158	\$50,722	\$110,436	0.2000	\$22.09
0057 VOLUSIA FOREVER	\$169,195	\$161,158	\$50,722	\$110,436	0.2000	\$22.09
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$169,195	\$161,158	\$50,722	\$110,436	0.0288	\$3.18
0100 HALIFAX HOSPITAL AUTHORITY	\$169,195	\$161,158	\$50,722	\$110,436	0.7309	\$80.72
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$169,195	\$161,158	\$50,722	\$110,436	0.1793	\$19.80
0200 HOLLY HILL	\$169,195	\$161,158	\$50,722	\$110,436	5.8000	\$640.53
					17.8471	\$2,106.90

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax	Estimated Non-Ad Valorem Tax
0203-HOLLY HILL STORMWATER	1.00	\$96.00	\$96.00	\$2,106.90	\$96.00
				Estimated Taxes:	\$2,202.90
				Estimated Tax Amount without SOH/10CAP	\$3,115.64

MEMORANDUM

DATE: FEBRUARY 4, 2025
TO: CITY MANAGER
THROUGH: CODE ENFORCEMENT
FROM: CODE ENFORCEMENT
RE: CASE # CER2024-000740
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$36,000.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

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

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

- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.
- ☐ FAILS
☒ DOES NOT FAIL

CITY OF HOLLY HILL
CASE # CER2024-000740

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Rachel D Gulbin

Property Address: 1536 Espanola Ave Holly Hill, FL 32117

Phone number(s) where you can be reached during the day:

cell 570-960-1470

Is the property now in compliance? ☐ YES ☒ NO

(If No, explain in detail) I am currently in the process of

a short-sale and the buyers are in agreement
to take care of the outstanding issues with the
property following the sale.

Are you claiming financial hardship? ☒ YES ☐ NO

Are you claiming medical hardship? ☒ YES ☐ NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Kish Munjal, Broker w/ Century 21

Relationship: Court-Appointed Realtor

I, Rachel D Gulbin, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

I left the property 9.15.2023 as I was in an abusive relationship and I needed to leave for my own health and safety. Up until that time I was working full time as a hospice social worker and paying for every single bill and expense related to the home. My ex was not working and had not worked in almost 1 year. He didn't want to sell so the understanding was he would take over the mortgage and all the bills - that did not happen. I had escaped to live with my mom in Michigan to recover. I myself have a disability and needed time to work -

Date: 1.30.2025

Signed: R. Gulbin

Print Name: Rachel Gulbin

↓
Continued on
other page.

Continued:

on my own health. I have taken all the steps necessary to rebuild my life following my time with my ex. I have my Master's degree in Social Work, am a licensed social worker in Pennsylvania (where I am originally from and now reside in again), and work full-time in the medical field. I had to hire an attorney to help with the sale of the home as my ex would not sign the paperwork and I hired him (secretly) in June 2023. It has been an extremely long battle, but I have followed every instruction that was given to me by ^{my lawyer} him, the realtor, and the title company. I am not profiting in any sense of the matter from the sale of this home - I just want this chapter of my life to be over for good. Looking back now, there is so much that I would do differently but that is not an option. I am slowly rebuilding my life by focusing on my mental and physical health, working a difficult but rewarding job, I am on repayment plans for my medical debt and credit card debt - which my ex contributed to without my knowledge. (All you need for a credit card is a social security number!). I ask that you please consider all of this while reviewing my case. All I want is to get this property out of my name, continue to heal from the trauma that happened at this address, and move on with my life. Thank you for taking the time to read this and review my case, I greatly appreciate it.

Respectfully,

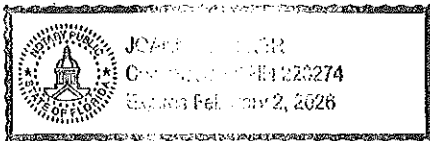
Rachel Gulbin

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Rachel D. Coulton, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced Driver's License as identification and did take an oath.

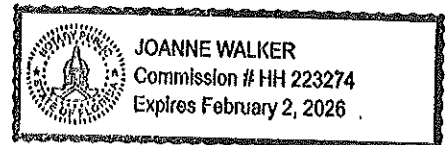
Date: 1/30/2025



Joanne Walker
Notary Public

My Commission Expires Feb 2, 2026

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



APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Rachel D Gulbin, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 42420010290
1536 Espanola Ave Holly Hill, FL 32117

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$39,500 for Case No CC2024-000740, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Rachel D Gulbin
Owner's Name

R Gulbin
Owner's Signature

Owner's Name

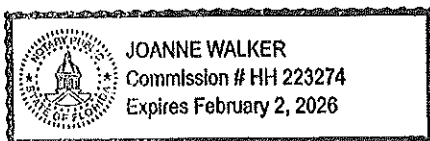
Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 30 day of JAN, 2025.

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

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of
JANUARY, 2025



Joanne Walker
Notary Public in and for the County and State
Aforementioned

My Commission Expires: Feb 2, 2026

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This Instrument Prepared by:	
Name:	Randy Ast
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424220010290	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines and correct cited code violations.

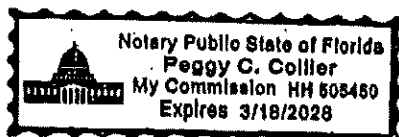
Daily fine of \$250.00 per day. \$50.00 per violation commencing on September 6, 2024 for Five (5) violations which have not been corrected as of January 6, 2025 and a Special Magistrate administrative fine of \$250.00
Case # CER [REDACTED]

On the following described real property in Volusia County, Florida: LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291 PER OR 6311 PGS [REDACTED] PER OR 7216 PGS [REDACTED] PER OR 7247 PG 4497 PER OR 7505 PGS [REDACTED] PER OR 8111 PGS 1982-

1536 Espanola Avenue

Owned by: GULBIN RACHEL DANIELLE and MALCHESKY GREGORY VICTOR Fees and cost of Fifty Dollars (\$50.00) per day per violation (5 violations) commencing on September 6, 2024
Special Magistrate administrative fine of \$250.00

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



Lienor: City of Holly Hill

By [Signature] (Agent)

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 7th day of January, 2025, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 7th day of January, 2025.

Peggy C. Collier

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Randy Ast
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 424220010290	

Claim of Lien

State of Florida, County of Volusia

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

City of Holly Hill

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

Respondent ordered to pay fines and correct cited code violations.

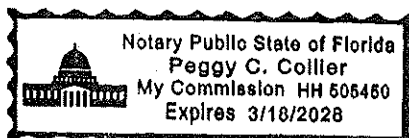
Daily fine of \$250.00 per day. \$50.00 per violation commencing on September 6, 2024 for Five (5) violations which have not been corrected as of January 6, 2025 and a Special Magistrate administrative fine of \$250.00
Case # CER2024-000740

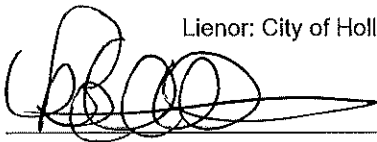
On the following described real property in Volusia County, Florida: LOT 29 BLK 1 RIO VISTA SEC C MB 10 PG 69 PER OR 3785 PG 2291PER OR 6311 PGS 1233-1234 PER OR 7216 PGS 3428-3429 PER OR 7247 PG 4497 PER OR 7505 PGS 1883-1884 PER OR 8111 PGS 1982-

1536 Espanola Avenue

Owned by: GULBIN RACHEL DANIELLE and MALCHESKY GREGORY VICTOR Fees and cost of Fifty Dollars (\$50.00) per day per violation (5 violations) commencing on September 6, 2024
Special Magistrate administrative fine of \$250.00

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



Lienor: City of Holly Hill
By  (Agent)
Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 7th day of January, 2025, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 7th day of January, 2025.


Notary Public

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political

Parcel No. 4242-2001-0290

Sub-division of the State of Florida

Case No. CER2024-000740

Petitioner,

-vs-

Rachel Gulbin & Gregory Malchesky, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd of August 2024. The Owners Rachel Gulbin & Gregory Malchesky, were not present. Based on the evidence received, the Special Magistrate, thereupon issues Its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Rachel Gulbin & Gregory Malchesky , Owners and Respondents of the property located at 1536 Espanola Ave., Holly Hill, Florida 32117 was issued a Notice of Violation on 05/14/2024 On 08/12/2024 a Notice to Appear was issued for the violations of :

114-727 Fence Maintenance: Properly repair or remove damaged wood fence on the North side of the property.

26-61(2) Sanitary (Trash): Remove the collection of building materials, wood and other debris in the side and rear yard.

26-61(3) Sanitary (Vermin): The condition of the property is creating a harborage for vermin. Mow the grass and remove all trash and debris.

IPMC 302.4 Grass and Weeds: Mow and maintain the grass the entire property is overgrown.

IPMC 304.1 Exterior Maintenance: Properly repair damaged shed in the rear yard. Will require a building permit.

IPMC 304.7 Roofs and Drainage: Properly repair the damaged roof on the shed in the rear of your property. Will require a building permit.

Code Enforcement Officer Ast, offered testimony and photographic evidence.

DONE AND ORDERED this 23rd day of August 2024, In Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A. Pascucci

John A. Pascucci, Special Magistrate

Attest: [Signature]

Code Enforcement Official

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 23rd day of August, 2024.



[Signature]

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 29th day of August, 2024 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Rachel Gulbin & Gregory Malchesky

1536 Espanola Ave.

Holly Hill, Fl. 32117

[Signature]

Code Enforcement Official

INTRODUCTION:

The proposed Ordinance amends Section 114-742 (D)1 and 114-761(2) of the Land Development Regulations titled, “Principal buildings and accessory structures” and “Exceptions to minimum yard or lot coverage requirements” respectively, for the purpose of reducing the rear yard setback for pool screen enclosures.

DISCUSSION:

Under current rules, pool screen enclosures that are over 300 square feet, are treated as accessory structures, which can impose larger setbacks that limit where homeowners can reasonably place them relative to their pool. As an example; a single-family home in the R-1 zoning district has a rear yard setback of 30 feet for principal and accessory structures that are over 300 square feet, therefore, a pool screen enclosure that is over 300 square feet, must be 30 feet from the rear property line. However, the code allows for a pool to be placed 5 feet from the same rear property line. If a homeowner were to have a pool installed at the 5-foot set back, they may not be permitted to screen in their pool under current City requirements.

By allowing pool screen enclosures to follow a pool’s 5-foot rear setback, the city can provide greater flexibility for homeowners while still maintaining safety and neighborhood character. This change can also help streamline permitting, reduce variance requests, and support consistent application of zoning standards.

To accomplish this goal, staff recommends the code be amended as follows:

Add to Section 114-742(D)(1) the following underlined additional language:

- D. Pools, whether public or private, shall comply with Chapter 3, Articles I and II, the Florida Building Code, all applicable regulations of the Florida Department of Health and Rehabilitative Services and other State agencies, and to the following:

1. *Setbacks:*

- d. Pool Enclosures. Pool enclosure structures may be placed up to five feet from the rear property line provided they meet the following criteria:

- The enclosure is no more than 12 feet in height.
- The rear, sides, and roof of the enclosure are screened, and other than the framing, do not contain any solid surfaces that impede sunlight to surrounding properties.
- The enclosure does not extend more than 7 feet beyond the water’s edge, except for that portion of the enclosure that is connected to, and an integral part of, the principal structure. However, in no case may the enclosure be closer than 5 feet from the rear property line.

Pool enclosures not meeting the above criteria are considered an accessory structure that must meet the district setbacks required for a principal structure.

The language of Section 114-761(2) is stricken as follows:

Every part of every yard shall be open and unobstructed from the ground up by any structure, except as follows:

~~(2) *Screened swimming pool enclosures.* Any swimming pool enclosure which consists of screening on three or more sides shall be considered as an accessory building for the purposes of this subpart, except that such screened swimming pool enclosure may be attached to an integral part of the principal building itself.~~

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt an Ordinance of the City of Holly Hill, Florida, amending sections 114-742 and 114-761 of the city code to amend the setback requirement for pool screen enclosures meeting specific criteria, and removing unnecessary language.

MOTION:

APPROVE AMENDING SECTIONS 114-742 AND 114-761 OF THE CITY CODE TO AMEND THE SETBACK REQUIREMENT FOR POOL SCREEN ENCLOSURES MEETING SPECIFIC CRITERIA, AND REMOVING UNNECESSARY LANGUAGE.

ORDINANCE 3096

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTIONS 114-742 AND 114-761 OF THE CITY CODE TO AMEND THE SETBACK REQUIREMENT FOR POOL SCREEN ENCLOSURES MEETING SPECIFIC CRITERIA, AND REMOVING UNNECESSARY LANGUAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that current pool enclosure setbacks are not compatible with the setbacks required of swimming pools; and

WHEREAS, pool enclosure setbacks impose a potential hardship on residents; and

WHEREAS, the City Commission recognizes the need for uniformity in zoning/setback standards for pools, their enclosures, and the dimensional requirements of said structures;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That the language of Section 114-742(D) is amended to add the underlined and highlighted language below as follows:

D. Pools, whether public or private, shall comply with Chapter 3, Articles I and II, the Florida Building Code, all applicable regulations of the Florida Department of Health and Rehabilitative Services and other State agencies, and to the following:

1. *Setbacks:*

d. *Pool Enclosures.* Pool enclosure structures may be placed up to five feet from the rear property line provided they meet the following criteria:

- **The enclosure is no more than 12 feet in height.**
- **The rear, sides, and roof of the enclosure are screened, and other than the framing, do not contain any solid surfaces that impede sunlight to surrounding properties.**
- **The enclosure does not extend more than 7 feet beyond the waters edge, except for that portion of the enclosure that is connected to, and an**

integral part of, the principal structure. However, in no case may the enclosure be closer than 5 feet from the rear property line.

Pool enclosures not meeting the above criteria are considered an accessory structure that must meet the district setbacks required for a principal structure.

SECTION 3. That the language of Section 114-761(2) is stricken as follows:

Every part of every yard shall be open and unobstructed from the ground up by any structure, except as follows:

- ~~(2) *Screened swimming pool enclosures.* Any swimming pool enclosure which consists of screening on three or more sides shall be considered as an accessory building for the purposes of this subpart, except that such screened swimming pool enclosure may be attached to an integral part of the principal building itself.~~

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 24th day of FEBRUARY 2026
for second and final reading.**

Sec. 114-742. Principal buildings and accessory structures.

In any residential district, a dwelling shall be deemed to be the principal building on the lot on which it is situated. The construction of accessory structures shall not grant any use in property that is not otherwise permitted.

- (1) Only one principal building shall be located on any single-family or duplex lot.
- (2) On any single-family or duplex lot, accessory structures shall comply with the following requirements:
 - a. Accessory structures 300 square feet or less in floor area may be located in the rear and shall be set back at least five feet from the rear lot line yard provided a minimum five-foot separation is maintained from other building.
 - b. The maximum height of accessory structures 300 square feet or less shall not exceed 12 feet.
 - c. Accessory structures greater than 300 square feet in floor area shall be located within the building area.
 - d. Accessory structures greater than 300 square feet in floor area shall be similar in design, materials and colors to the principal structure occupying the site.
 - e. The maximum height of a detached accessory over 300 square feet of area shall not exceed the maximum height in that zoning district.
 - f. A minimum five-foot separation between accessory structures and the principal building on the site shall be maintained.
 - g. Accessory structures shall not cause the building coverage on the lot to exceed the maximum building coverage established for the zoning district.
 - h. Any specific accessory use or structures which are not addressed within this chapter shall not be located on any lot.
- A. *General.* Accessory structures and uses are permitted in conjunction with any principal use, provided that they are recognized as clearly incidental and subordinate to the principal use and do not alter the characteristics of the lot(s). The following regulations shall apply to all accessory uses:
 1. No accessory structure or use shall be permitted on any lot(s) which does not have an existing or permitted principal use or structure.
 2. Unless otherwise specified within this section:
 - a. Accessory structures and uses in all zoning districts shall be prohibited in the required front yard or side setback and are to be located behind the principal structure on the lot.
 3. All accessory uses are required to be located on the same lot as the principal structure or on a contiguous lot under the same ownership.
 4. Except as otherwise specifically permitted within this article, accessory structures shall be similar in design, materials and colors to the principal structure occupying the site.
 5. For double frontage lots and corner lots, accessory structures or uses shall not be located within the required yard setback unless screened by a hedge or wall at least six feet in height.
 6. No accessory structure or use shall be permitted in any platted easement, unless otherwise specifically permitted by the easement dedication. Fences may be located within certain easements with the condition that if the fence is required to be removed, the property owner is solely responsible for replacement of the fence.
 7. All accessory structures require the issuance of building permits by the city building department.

-
8. Does not involve the conduct of business on the premises of residentially zoned property.
 9. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood if located in a residentially zoned area.
 10. No accessory structure shall be used in any manner for a home occupation, except for the storage of customary homeowner tools and equipment, unless otherwise permitted by this code.
- B. *Accessory apartments/garage apartments.* One accessory apartment or garage apartment is permitted for properties within residential zoning districts. Accessory apartments are to be located on the ground floor. Garage apartments are in association with a garage, with the apartment located above the garage. Accessory apartments/garage apartments are required to comply with the following regulations:
1. All utilities must be metered through the same meter serving the single-family dwelling unit.
 2. The setbacks of the accessory apartment structure shall be the same as the principal building setbacks of the respective zoning district.
 3. The building materials and color of the accessory apartment structure shall be similar to the principal residential structure.
 4. Secondary kitchens are permitted.
 5. The maximum total square footage permitted for the accessory apartment is 800 square feet or no greater than 50 percent of the total square footage of the principal structure, whichever is less.
 6. All accessory apartments shall be annually registered with the city's building and zoning department.
 7. The accessory apartment may only be occupied by members of the family of the owner of the single-family dwelling unit.
- C. Detached garages are permitted in residential zoning districts under the following conditions:
1. The detached garage may not exceed 50 percent of the total square footage of the principal structure and shall be required to comply with the following conditions:
 - a. The detached garage shall not cause the building coverage on the lot to exceed the maximum building coverage established for the zoning district;
 - b. In the event that this code does not establish a maximum building coverage for a zoning district, the maximum building coverage shall be based on the most similar zoning district, as determined by the administrative official;
 - c. No detached garage shall be used in any manner for a home occupation, except for the storage of customary homeowner vehicles, tools and equipment, unless otherwise permitted by this code.
 2. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.
 3. Detached garage structures shall be similar in design, materials and colors to the principal structure occupying the site.
 4. Detached garages that provide an accessory apartment shall be required to meet all the requirements for accessory apartments.
- D. Pools, whether public or private, shall comply with Chapter 3, Articles I and II, the Florida Building Code, all applicable regulations of the Florida Department of Health and Rehabilitative Services and other State agencies, and to the following:

1. *Setbacks:*

- a. *Front yard.* Swimming pools or appurtenances thereto shall be prohibited in any required principal front yard building setback.
- b. *Corner side yard.* Swimming pools or appurtenances thereto shall be prohibited in any required side yard building setback.
- c. *Rear yard.* The edge of deck for swimming pools shall not be closer than five feet from the rear and side property line.

Sec. 114-761. Exceptions to minimum yard or lot coverage requirements.

Every part of every yard shall be open and unobstructed from the ground up by any structure, except as follows:

- (1) *Breezeways and porte cocheres.* Breezeways and porte cocheres are permitted in front and rear yards. No breezeway or porte cochere shall be permitted to extend or project to within 15 feet of any street right-of-way line. A clear space of not less than nine feet shall be provided below all such structures. Breezeways may be designed so that they provide for a covered entrance into any building; provided, however, that such breezeways shall not be designed so as to be considered as, or function as, an outdoor covered patio area. In addition, no porte cochere shall be designed so as to be considered as, or function as, a carport.
- (2) *Screened swimming pool enclosures.* Any swimming pool enclosure which consists of screening on three or more sides shall be considered as an accessory building for the purposes of this subpart, except that such screened swimming pool enclosure may be attached to an integral part of the principal building itself.
- (3) *Outdoor covered patio areas.* Outdoor covered patio areas that are attached to the principal building may be located within the rear yards provided such covered patio areas are not enclosed or are enclosed only with screen. Such covered patio areas shall be located not less than 15 feet from a rear property line. Any patio area which is enclosed with any material other than screen, and is attached to the principal building, shall be subject to all the requirements of this subpart for principal buildings.
- (4) *Building overhangs.*
 - a. Sills or belt courses may project up to 12 inches into a required yard.
 - b. Movable awnings may project up to three feet into a required yard except that, where such yard is less than six feet in width, such projection shall not exceed one-half the width of the yard.
 - c. Building overhangs, chimneys, fireplaces or pilasters may project up to two feet into a required yard.
 - d. Fire escapes, stairways and balconies which are not covered or not enclosed may project up to five feet into a required front or rear yard, or up to three feet eight inches into a required side yard.
 - e. Hoods, canopies or marquees may project up to three feet into a required yard, but shall not be closer than one foot to any lot line.

(Ord. No. 2352, § 2(5.6.6), 7-13-93; Ord. No. 2361, § 1(IV), 11-9-93)