

**City of Holly Hill, Florida
City Commission
Agenda | May 26, 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
VACANT

City Manager
Joseph Forte

City Clerk
Valerie Manning

1. Call to Order

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

2. Presentations

1. Proclamation - Public Works Week 2026
(Requested by Valerie Manning, City Clerk)

3. Public Comments

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than 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 - May 12, 2026 Workshop Capital Improvements Ideas & Discussion
(Requested by Valerie Manning, City Clerk)
2. Minutes - May 12, 2026 Regular City Commission meeting
(Requested by Valerie Manning, City Clerk)

5. Consent Agenda - None

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?

6. Regular Agenda

1. 2026-R-28 - Used Tractor Purchase
(Requested by Steven Juengst, Deputy Public Works Director)
2. 2026-R-29 - Benesch Fire Assessment Study Piggyback Agreement
(Requested by Michele Moore, Finance Director)
3. 2026-R-30 - Volusia County ECHO Grant - Ross Point Heritage Park and Scenic Observation Pier
(Requested by Michele Moore, Finance Director)
4. 2026-R-31 - City of Holly Hill 125th Birthday Bash

(Requested by Michele Moore, Finance Director)

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 3097 - Zahn Engineering, Inc., Business Planned Unit Development (BPUD) Rezone

(Requested by Brian Walker, City Planner / Assistant City Manager)

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.



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
OBSERVING PUBLIC WORKS WEEK 2026
MAY 17 – 23, 2026
IN THE CITY OF HOLLY HILL, FLORIDA**

WHEREAS, the services provided by the City of Holly Hill’s Public Works Department are an integral part of our residents’ everyday lives; and

WHEREAS, the health, safety and comfort of our residents depend greatly on these services; and

WHEREAS, the quality and effectiveness of public works activities - including planning, design, maintenance and construction - are dependent upon the efforts and skills of government employees and businesses whose livelihood is from the public works industry; and

WHEREAS, the support of an informed citizenry is vital to the fiscal management of public works systems and programs; and

WHEREAS, the official theme, *“Rooted in Service, Powered by Community,”* highlights the essential role public works professionals play in building and maintaining infrastructure that supports daily life, from roads and bridges to water and sewer systems, emphasizing both visible and behind-the-scenes contributions to community well-being; and

WHEREAS, the City Commission commends the Holly Hill Public Works Department employees for the outstanding jobs they do in providing services in the areas of Water Treatment and Distribution, Wastewater Collection Treatment and Disposal, Stormwater Collection and Disposal, Streets, Fleet Management, and Building and Grounds.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim May 17 - 23, 2026, as:

“PUBLIC WORKS WEEK”

in Holly Hill and encourage all residents to acquaint themselves with the issues involved in providing public works activities and to recognize the contributions public works personnel make every day to our health, safety, comfort and quality of life.

IN WITNESS WHEREOF, I, have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of May, 2026.

City of Holly Hill, Florida

John Penny, Mayor



City Commission
Minutes • May 12, 2026

Large Conference Room	City Commission Workshop	5:00 PM
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City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

1. Call to Order

The workshop was called to order at approximately 5:00 PM.

2. Roll Call

Present:

Mayor John Penny

City Commissioner Debra Snow

City Commissioner Penny Currie, Vice Mayor

City Commissioner Jeffrey DeLanoy

3. Agenda Item(s)

1. Capital Projects Discussion

Mr. Forte went through the Capital Improvements Ideas for Consideration list with the Mayor and City Commissioners. This list is available within the workshop agenda packet.

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

4. Adjournment

The workshop adjourned at approximately 5:55 PM.



City Commission
Minutes • May 12, 2026

City Commission Chamber	Regular City Commission	6:00 PM
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City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

1. Call to Order

This meeting was called to order at approximately 6:05 PM.

Present:

Mayor John Penny
City Commissioner Debra Snow
City Commissioner Penny Currie, Vice Mayor
City Commissioner Jeffrey DeLanoy

B. Invocation was led by Commissioner Debra Snow
C. Pledge of Allegiance was led by Mayor John Penny

2. Presentations

1. Proclamation - National Safe Boating Week - May 16 - 22, 2026

(Requested by Valerie Manning, City Clerk)

Proclamation - National Police Week 2026 - Mayor Penny added a Proclamation to the agenda and gave the proclamation to Police Chief Williams.

3. Public Comments

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

Mike Cerbo, Holly Hill; Phil Wahby, Holly Hill; Matt Tomasello, Holly Hill, presented Incident Detail Reports as handouts to the City Clerk; Jed (James) Pollitz, Holly Hill.

4. Approval of Minutes

1. Minutes - April 28, 20 Regular City Commission meeting

(Requested by Valerie Manning, City Clerk)

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover:	City Commissioner Penny Currie
Second:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

2. Minutes - April 28, 2026 Workshop - Capital Equipment Items, Carryover Funds, CRA Funds, SB64 Discussion

(Requested by Valerie Manning, City Clerk)

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

5. Consent Agenda - None

6. Regular Agenda

1. 2026-R-25 - Disaster Debris Hauling and Monitoring Renewals

(Requested by Steve Juengst, Deputy Public Works Director)

RESOLUTION 2026-R-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS HEAVY, INC., CROWDER GULF JOINT VENTURE, INC., AND CERES ENVIRONMENTAL SERVICES, INC., FOR EMERGENCY DEBRIS HAULING WITH AN INCREASE OF 2.3% TO THEIR RESPECTIVE RATE SCHEDULES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD OF THE (1) ONE-YEAR EXTENSIONS TO AGREEMENT RFP 19-PW-15 WITH TETRA TECH, INC., ROSTAN SOLUTIONS, LLC, AND THOMPSON CONSULTING SERVICES, LLC, FOR EMERGENCY DEBRIS MONITORING AT THEIR CURRENT RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the second extension of current agreements for emergency debris hauling and emergency debris monitoring are set to expire on June 11, 2026; and

WHEREAS, it is of paramount importance to have debris hauling and monitoring agreements in place in the event that disaster strikes; and

WHEREAS, the City of Holly Hill retains the sole right to determine whether renewal options should be granted; and

WHEREAS, all debris haulers from agreement RFP 19-PW-16 have requested that the third of the of (1) one-year extensions include an increase of their respective rate schedules negotiated to a rate of 2.3% based on CPI and all debris monitors from agreement RFP 19-PW-15 have agreed to the third of the (1) one-year extensions with no price increases.

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

SECTION 1. That the City Commission does hereby approve the third of the (1) one-year extensions to agreement RFP 19-PW-16 with Phillips Heavy, Inc., Crowder Gulf Joint Venture, Inc., and Ceres Environmental Services, Inc., for emergency debris hauling and approve increases to their respective rate schedules in the amount of 2.3%.

SECTION 2. That the City Commission does hereby approve the third of the (1) one-

year extensions to agreement RFP 19-PW-15 with Tetra Tech, Inc., Rostan Solutions, LLC and Thompson Consulting Services, LLC for emergency debris monitoring at their current rates.

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

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

APPROVED AND AUTHENTICATED on this 12th day of MAY 2026.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Debra Snow

Second: City Commissioner Penny Currie

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

Nays: None

2. 2026-R-26 - Overhead to Underground Contribution in Aid of Construction

(Requested by Steve Juengst, Deputy Public Works Director)

RESOLUTION 2026-R-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT (FPL) TO INSTALL SEVENTY-SEVEN (77) STREET LIGHT FIXTURES ON US1 BETWEEN WALKER STREET AND THE NORTHERN CITY LIMITS AND TO APPROVE A CONTRIBUTION IN AID OF CONSTRUCTION PAYMENT TO FPL IN THE AMOUNT OF \$111,871.65 FOR THIS WORK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a part of the Phase III Overhead to Underground Utility Conversion Project, Florida Power and Light proposes to install seventy-seven (77) new street light fixtures; and

WHEREAS, Florida Power and Light requires a Contribution in Aid of Construction (CIAC) payment for this work in the amount of \$111,871.65; and

WHEREAS, an adequate budget remains in the Overhead to Underground Utility Conversion Project to fund this payment.

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

SECTION 1. That the City Commission does hereby authorize the City Manager to execute a lighting agreement with Florida Power and Light to install seventy-seven (77) street light fixtures on US1 between Walker Street and the Northern City Limits.

SECTION 2. That the City Commission does hereby authorize the City Manager to approve a payment to FPL for Contribution in Aid of Construction in the amount of \$111,871.65 to ensure the scheduled work proceeds as planned.

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

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

APPROVED AND AUTHENTICATED on this 12th day of MAY 2026.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Penny Currie

Second: City Commissioner Jeffrey DeLanoy

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

Nays: None

3. 2026-R-27 - Commission Chambers AV Upgrades - Change Orders

(Requested by Steve Juengst, Deputy Public Works Director)

RESOLUTION 2026-R-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER #1 IN THE AMOUNT OF \$11,238.56 AND CHANGE ORDER #2 IN THE AMOUNT OF \$4,227.94 TO THE AGREEMENT WITH KONCEPT SYSTEMS TO COMPLETE THE AUDIO/VIDEO UPGRADES TO THE CITY COMMISSION CHAMBERS AND LARGE CONFERENCE ROOM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the installation of audio/video upgrades in the Commission Chambers and Large Conference Room, unforeseen conditions were discovered that require a change order to be corrected; and

WHEREAS, Koncept Systems has proposed Change Order #1 in the amount of \$11,238.56 to optimize the audio/video system; and

WHEREAS, staff recommend that the City purchase one (1) redundant microphone system and one (1) redundant touch panel in the event of a future equipment failure; and

WHEREAS, Koncept Systems has proposed a change order in the amount of \$4,227.94 to provide for this request; and

WHEREAS, adequate funding remains in the project 26BG02 budget, general ledger account 301-8110-580-6400 to allow for both of these changes.

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

SECTION 1. That the City Commission of the City of Holly Hill approve Change Order #1 in the amount of \$11,238.56 with Koncept Systems and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approve Change Order #2 in the amount of \$4,227.94 with Koncept Systems and authorize the City Manager to execute the same.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of MAY 2026.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS]

Mover: City Commissioner Penny Currie

Seconded:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy
Nays:	None

7. Public Hearings - None

8. Communications

- a. Mr. Forte read his letter of retirement to the Mayor and City Commissioners. Mr. Forte stated his date of retirement would be Friday, August 14, 2026, and his last City Commission meeting would be August 11, 2026. Mr. Forte asked the Mayor and City Commissioners for their vote to accept his letter of retirement and to agree that it is better for him to work through the next three-month transition period and allow him to be paid out the additional personal leave earned above his maximum. At this time, Mayor Penny opened public participation and then a vote was taken.

Mayor Penny opened public participation.

Phil Wahby, Holly Hill.

Mayor Penny closed public participation.

*Commissioner Snow made a motion to **ACCEPT MR. FORTE'S LETTER OF RETIREMENT EFFECTIVE FRIDAY, AUGUST 14, 2026**, seconded by Commissioner Snow. **PASSED, 4-0.***

b. Mayor Penny mentioned the demolition that took place at the corner of LPGA Blvd., and US1, things are moving forward; Dunkin' Donuts at the Devon Storage facility location is making progress; met with the School District recently for changes to the campus forthcoming; YMCA discussion during workshop/capital improvements. **(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's office or the city's YouTube channel.)**

c. Commissioner Snow mentioned the YMCA is doing a Family Fundraiser that goes straight to families for membership or swimming lessons and tickets are \$5.00; there is a wheel barrel that has a bunch of gardening tools and plant tools that you can purchase that goes towards the Family Fundraiser.

d. Commissioner Currie shared her comments pertaining to this election season; a healthy debate is important but encouraging negativity, hostility, personal attacks, and division among neighbors is harmful to the fabric of the city. Commissioner Currie's statement pertaining to Mr. Tomasello's email that he had sent to the Commission and Commissioner Currie took the time to address it. *"The email chain that was sent to the Commission reflected a pattern of hostile and inappropriate communications that the City Manager, city staff and elected officials have had to deal with for quite some time. While every citizen has the right to contact their government, request public records, and express concerns, there is a line between legitimate criticism and repeated vulgar, personal, and inflammatory attacks. The city has consistently worked to respond appropriately and fulfill its obligations under Florida Law despite the volume and tone of these communications. No employee or public official should be subjected to ongoing harassment and personal attacks. At some point, professionalism, respect, and basic civility must prevail, so this community can move forward and focus on the business of serving our residents. Our community deserves better than ongoing personal conflict and division."*

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

9. Adjournment

The meeting adjourned at approximately 7:00 PM.

DISCUSSION:

On April 28, 2026, the City Commission held a workshop to discuss capital equipment recommended to be purchased during the current fiscal year. Among the pieces of equipment discussed was a pre-owned boom mower tractor with center-mount. This equipment will be instrumental in maintaining City ditches and retention ponds, significantly reducing the staff hours currently needed for these tasks.

Staff have identified multiple used mower tractors and recommend the purchase of a 2021 John Deere 6105E Tractor with a 22 Foot Boom Mower from Bradco Supply Company. This unit has 2,250.2 hours of use, and is in very good used condition. The cost of this unit is \$94,500 including delivery.

Since the City is seeking used equipment, it is not possible to seek proposals which feature identical specifications. The Holly Hill Purchasing Policy has anticipated this scenario and authorizes the City Commission to waive the formal bidding procedure of costs greater than \$25,000 provided certain criteria are met. Specifically, Chapter 8 of the purchasing policy states:

CHAPTER 8 – WAIVERS OF BID

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

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

City staff recommend that the purchase of the used boom mower tractor with center mount be made with a waiver of the formal bid procedure “to obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.”

The waiver recommendation confirmation by the Finance Department is included under ‘Exhibit A’.

In order to ensure that proposals offered to the city are of fair market value for a used tractor mower, City staff have identified and compared multiple tractors available for purchase. Below are the findings of City staff:

Vendor	Year	Make	Model	Hours	Cost	Shipping
Bradco Supply Company	2021	John Deere	6105E	2,250.2	\$90,000	\$4,500
Douglas Equipment	2018	John Deere	6105E	1,921	\$89,500	\$3,500
Craigmyle Farm Equipment	2017	John Deere	6105E	815	\$115,000	\$3,500 *
Ag-Pro Co.	2023	John Deere	6105E	25	\$192,000	\$2,500 *

*Shipping estimated

Upon analysis of the tractors available, City staff have determined that the 2021 John Deere 6105E Tractor with a 22 Foot Boom Mower, available from Bradco Supply Company of Towanda, Pennsylvania, and highlighted above, is the preferred tractor. This is due to the year of manufacture and indication that the vehicle has been well maintained. The recommended vehicle is included under “Exhibit B.” The remainder of vehicles researched are included under “Exhibit C.”

FISCAL ANALYSIS:

The cost of the tractor with a boom mower is \$94,500. This amount will be funded from prior year carryover and brought into GL account 407-8110-580-6400 through the budget amendment request included under “Exhibit D”.

STAFF RECOMMENDATION:

Approve the purchase of a 2021 John Deere 6105E Tractor with a Boom Mower from Bradco Supply Company at a cost of \$94,500, approve a budget amendment in the same amount to allow for the purchase and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE THE PURCHASE OF A 2021 JOHN DEERE 6105E TRACTOR WITH A BOOM MOWER FROM BRADCO SUPPLY COMPANY AT A COST OF \$94,500, APPROVE A BUDGET AMENDMENT IN THE SAME AMOUNT TO ALLOW FOR THE PURCHASE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

RESOLUTION 2026-R-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A 2021 JOHN DEERE 6105E TRACTOR WITH A 22 FOOT BOOM MOWER FROM BRADCO SUPPLY COMPANY AT A COST OF \$94,500, APPROVE A BUDGET AMENDMENT IN THE SAME AMOUNT TO ALLOW FOR THE PURCHASE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during a City Commission Workshop held on April 28, 2026, it was determined that staff should seek proposals for a used tractor with a boom mower; and

WHEREAS, staff have received four proposals for similar used equipment; and

WHEREAS, staff recommend that the City purchase the 2021 John Deere 6105E Tractor with a Boom Mower from Bradco Supply Company at a cost of \$94,500 due to its condition and age.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a purchase of a 2021 John Deere 6105E Tractor with a Boom Arm from Bradco Supply Company in the amount of \$94,500 and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approve a budget amendment request in the amount of \$94,500 using prior year carryover funds to make this purchase.

SECTION 3. 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 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of MAY 2026.

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

POLICY 7.3 PROOF OF INSURABILITY

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

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

POLICY 7.4 ADDITIONAL INSURED

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

CHAPTER 8 - WAIVERS OF BID

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

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

CHAPTER 9 - BID PROTESTS

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

POLICY 9.1 NOTICE OF PROTEST

Waivers of Bid

Michele Moore <mmoore@hollyhillfl.org>
To: Steven Juengst <sjuengst@hollyhillfl.org>

Thu, May 7, 2026 at 8:14 AM

Yes. Thank you.

Michelel

Michele Moore, CGFO, CMA, Finance Director
[1065 Ridgewood Ave.](#)
[Holly Hill, FL 32117](#)

 <https://www.youtube.com/watch?v=D8Ycn-kDwj8>

386-248-9426

mmoore@hollyhillfl.org

www.hollyhillfl.org

On Wed, May 6, 2026 at 3:34 PM Steven Juengst <sjuengst@hollyhillfl.org> wrote:

Michele,

Per our Commission Workshop on April 28, PW Staff have identified a tractor that we would like to recommend for purchase. Since it is a used unit, we will be asking the Commission to waive the formal bid procedure. Specifically, I recommend that we waive the bid under the bullet point

"To obtain materials, equipment or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department"

If you agree with this recommendation, can you please confirm? I will include your confirmation in the agenda item

CHAPTER 8 - WAIVERS OF BID

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- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Regards,

Steve Juengst, CPWP-M
Deputy Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, Florida 32117
(386) 248-9463
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org
www.hollyhillfl.org



Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other



HOME > TRACTORS FOR SALE > 100 HP TO 174 HP > JOHN DEERE > 6105E > 2021

<< Search Results

⚙ Options

2021 JOHN DEERE 6105E

100 HP to 174 HP Tractors



Email Seller



Call Seller

Serial Number	1P06105EEM0012865
Condition	Used
Stock Number	521
Hours	2,103
Description	22' ALAMO MACHETE

CHASSIS

Rear Tire Configuration	Singles
-------------------------	---------

EXTERIOR

Cab	Yes
-----	-----

INTERIOR

Air	Yes
-----	-----

POWERTRAIN

Engine Horsepower	105 HP
Drive	4WD

RECOMMENDED FOR YOU

View All



Photos (9)



USD

USD \$90,000

Financial Calculator

Payments as low as USD \$1,912.23*

Email Seller

Machine Location: 80 Old Mills Road Towanda, Pennsylvania 18848

SELLER INFORMATION

Bradco Supply
Contact: William Greenland
Phone: (570) 265-6167
Towanda, Pennsylvania 18848
 (570) 265-6167
 Video Chat

*Apply for Financing

Get Shipping Quotes

GENERAL

Year	2021
Manufacturer	JOHN DEERE

Invoice

Bradco Supply Company

80 Old Mills Road
Towanda, PA 18848
US

Tel: 570-265-6167
Fax: (570) 265-9488

Invoice No	Page
------------	------

258844	1
--------	---

Invoice date

5/5/2026

Bill To:

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117
US

Ship To:

CITY OF HOLLY HILL
453 LPGA BLVD.
HOLLY HILL, FL 32117
US

Order number	Sales order date	Account number	Loc	Account manager
272368	5/5/2026	107103	BR	20 HOUSE
PO number		Job No	Ship via	PPD/COL

Item No.	Quantity ordered	Qty Shipped/Returned		Item price	UOM	Extended Total price
Description		Quantity on back order		Discount %		
20216105E	1.00	1.00		90,000.0000	EA	
2021 JOHN DEERE 6105E 4X4						90,000.00
22' ALAMO MACHETE						
SER# 1P06105EEM0012865						
60" ROTARY HEAD OR						
60" FLAIL GRASS HEAD						
AS IS NO WARRANTY						
Bin No: OS	1.00					
DEL	1.00	1.00		4,500.0000	EA	
BRADCO DELIVERY CHARGE						4,500.00
FROM TOWANDA PA TO HOLLY HILL FL.						

Comments:

Sales amount:	94,500.00
Miscellaneous amount:	0.00
Freight:	0.00
Sales tax:	0.00
Subtotal:	94,500.00
Amount Received:	0.00

Total amount due:	94,500.00
--------------------------	------------------

Payment terms: NET 30

2018 JOHN DEERE 6105E



USD **USD \$89,500**

Machine Location: [7100 Kreidler Road York, Pennsylvania 17403](#)

Seller Information

Douglas Equipment and Supply Co.

Contact: Bret Smith

Phone: (717) 428-1517

York, Pennsylvania 17403

[Visit Our Website](#)

(717) 428-1517



[Hide Thumbnails](#)

Description

CAH, 4x4, 3pt, PTO, Dual Outlets, RH Alamo Samarai 22 Boom mower, 50" Rotary Deck, Joystick Control, Good Tires, 1921 Hours

Specifications

Year	2018	Manufacturer	JOHN DEERE
Model	6105E	Condition	Used
Stock Number	E26-04	Hours	1,921
Rear Three Point Hitch	Yes	Rear Tire Configuration	Singles
Cab	Yes	Rear Remote Hydraulics	2
Air	Yes	Heat	Yes

Douglas Equipment & Supply Co.

Quote

York, PA 17403

717-428-1517

Date	Quote #
5/1/2026	2939

Name / Address				Ship To	
HOLLY HILLS PUBLIC UTILITIES 453 LPGA BLVD HOLLY HILLS FL 32117				SAME	
Terms	Est Ship Date	Rep	FOB	Your Inquiry / Phone No.	
DUE ON RECEIPT	6/1/2026	BDS	HOLLY HILLS	JOHN YOKEM	
Item	Description		Qty	Cost	Total
E26-04	USED 2018 JOHN DEERE 6105E 4X4 TRACTOR w/RH ALAMO SAMARA12 BOOM MOWER S/N: 1P06105EVJ0010944		1	89,500.00	89,500.00
frt	Freight TO HOLLY HILLS FL		1	3,500.00	3,500.00
		*** AS IS WHERE IS NO WARRANTIES EXPRESSED OR IMPLIED ***			
		*** TAX EXEMPT OUT OF STATE SALE MUNICIPAL GOVERNMENT-FORM ON FILE ***			
QUOTE GOOD FOR 10 DAYS					
Subtotal				\$93,000.00	
Sales Tax (0.0%)				\$0.00	
Total				\$93,000.00	

Got one to sell? Get in front of millions of shoppers.
Sell It Yourself on MachineryPete.com!
(/products?path=sell)

nerypete.com/tractors/40-99-hp) > John Deere (https://www.machinerypete.com/tractors/40-99-hp/john-deere) > 6105E (https://www.machinerypete.com/tractors/40-99-hp/john-deere/6105e)



2017 John Deere 6105E Tractor



\$115,000 USD | **815 hours** [View Auction Prices](#) ⓘ

[Get Financing](#)

[Shipping Quote](#)

[Tire Quote](#)

[Get Warranty](#)

Seller



(/store/craigmyle-farm-equipment-owenton)

Monty Craigmyle

Craigmyle Farm Equipment - Owenton (/store/craigmyle-farm-equipment-owenton)

Owenton, Kentucky [⬇](http://maps.google.com/?q=6790 Hwy. 127 N, Owenton, Kentucky, 40359, United States) (http://maps.google.com/?q=6790 Hwy. 127 N, Owenton, Kentucky, 40359, United States)
(502) 305-5236 (tel:(502) 305-5236)

[View All Equipment For Sale \(/store/craigmyle-farm-equipment-owenton\)](#)

Your message has been sent to Craigmyle Farm Equipment - Owenton

Any replies will be sent to your email address registered to your Machinery Pete account. [Click here to check your settings \(/users/edit\)](#)

Financing

Ready to finance your next piece of equipment? Nobody delivers simple, fast or flexible financing like AgDirect. Whether it's new or used, we offer options to buy, lease and refinance farm equipment. Built for agriculture and powered by Farm Credit, AgDirect is dependable and financially strong.

No matter how you buy, AgDirect offers equipment financing made easy.

Get Financing Quote

AgDirect.
Equipment financing made easy

Shipping

It's easy to get a shipping quote! Click the button below and complete the form. Your information will be kept confidential and will not be shared with third parties.

Get Shipping Quote



Tires

Looking for a different tire setup? Trade-in this machine's tires, wheels, and hardware and get the tire setup that's right for you. NTS Tire Supply makes changing tires fast, simple, and hassle-free.

Get Tire Quote



Extended Warranty

Safeguard your equipment investments effortlessly with Machinery Scope. We provide Powertrain, Powertrain +, and Ultimate coverage options for up to three additional years. Click the button to request a hassle-free quote and discover how we can protect your valuable assets.

Get Warranty Quote



Base Specifications [🔗 \(/specs/john-deere/6105e?referring_page=ldp\)](/specs/john-deere/6105e?referring_page=ldp)

Key Specifications

Cab: Yes
Drive: MFWD
Front Tire Percent Remaining: 50
Front Tire Size: 380/85R34
Front Tire Type: Singles
HP: 105
Hours: 815
Loader: No
Rear Tire Percent Remaining: 20
Rear Tire Size: 460/85R34
Rear Tire Type: Singles
Transmission: Synchro
Wheel Type: Tires

Detailed Specifications

Stock #: 6791

Seller Comments

John Deere 6105E with Alamo Machete 2 boom mower — a versatile, low-hour setup ideal for roadside, ditch, and right-of-way mowing.

Specs:

CHA (Cab, Heat & A/C)
MFWD (4WD)
9 Speed Synchro w/ Left Hand Reverser
815 Hours
105 Engine HP / 89 PTO HP
AM/FM Radio
Air Seat
3 Rear Remotes

Mower Package:

Alamo Machete 2 Boom Mower
22' Reach
60" Rotating Deck

Tires:

Front: 380/85R24 Radial Tires @ 50%
Rear: 460/85R34 Radial Tires @ 20%

A ready-to-work mowing setup perfect for commercial, municipal, or farm use.

Price History

Avg Auction
(last 365 days)

\$63,500

Become a Partner (/become-a-dealer-partner)

\$115,000

Partner Log In (/users/sign_in?path=dealer)

\$115,000

Report Purchase (/purchase_receipts/new)

\$115,000

Advertise (/advertise/manufacturers)

Contact Us (/contact_us/)

About Machinery Pete (/about-us)

Terms of Service (https://www.farmjournal.com/terms-of-service?__hstc=104230879.d8bb6164ac94b4043d1b837ec8f794aa.1777664946822.1777664946822.1778084972063.2&__hssc=104230879.4.1778084972063&__hsfp=fb82aa518306)

Privacy Policy (/service/privacy)

Do Not Sell or Share My Personal Information (https://privacyportal.onetrust.com/webform/749ec3ae-b5ab-4add-80b8-8daa45a5517a/0ffca67b-ac70-4c50-9beb-34deb32e1f08)

Limit the Use of My Sensitive Personal Information (https://privacyportal.onetrust.com/webform/749ec3ae-b5ab-4add-80b8-8daa45a5517a/0ffca67b-ac70-4c50-9beb-34deb32e1f08)

(https://www.facebook.com/machinerypete)

(https://twitter.com/MachineryPete)

(https://www.youtube.com/machinerypete)

MachineryPete.com © 2026

2023 JOHN DEERE 6105E



USD **USD \$192,000**

Machine Location: [10963 GEORGIA HWY 106 Carnesville, Georgia 30521](#)

Seller Information

Ag-Pro Co. Carnesville, GA
Contact: Sales Department - Carnesville
Phone: **(706) 384-5555**
[Visit Our Website](#)
(706) 384-5555



[Hide Thumbnails](#)

Description

6105E with 22 foot boom mower 50 in rotary head. ready for roadside work. Tire Width: Mid
Tractor_opts.loader Ready

Specifications

Year	2023	Manufacturer	JOHN DEERE
Model	6105E	Serial Number	1P06105EJP6251583
Condition	Used	Stock Number	12019797
Hours	25	Cab	Yes
ROPS	Yes	Engine Horsepower	105 HP
Drive	MFWD	Transmission Type	Power Shuttle

of Forward Speeds 12
Max Travel Speed 19 mph
Rear PTO Speed 540

of Reverse Speeds 12
Rear PTO Yes

Show As Paragraph

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

Requesting Department

Public Works

Date

5/12/2026

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-0000-389-1000		Prior Year Carryover	94,500.00
Total			94,500.00

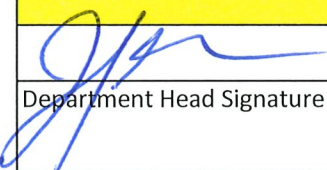
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6400		Machinery & Equipment	94,500.00
Total			94,500.00

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

Funds are required to purchase a used tractor with a boom mower as discussed during a Commission Workshop held on April 28, 2026.

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

 5-12-2026
 Date

City Manager Signature

Date

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

Finance Review

Finance Director Signature

Date

Resolution #

DISCUSSION:

The City of Holly Hill Fire Department provides fire suppression and emergency medical services (EMS), including advanced life support transport, to the residents and businesses of the City. The Department currently operates from one station with thirteen personnel and responds to more than 3,000 incidents annually. Fire and EMS services are presently funded through the City's General Fund.

Due to increasing operational costs, fluctuations in property tax revenues, and the importance of maintaining sustainable fire rescue services, the City desires to evaluate the implementation of a Fire Assessment Program. The proposed study will analyze fire service delivery costs, evaluate service demand, review funding alternatives, and develop equitable assessment methodologies consistent with Florida law.

Benesch has extensive experience conducting fire assessment studies for municipalities throughout Florida, including several jurisdictions within Volusia County. Their familiarity with local conditions, property appraiser data, and Florida statutory requirements will allow the study to be completed efficiently and accurately.

The City proposes to utilize a piggyback agreement with Lake County, Florida, for professional consulting services previously competitively solicited and awarded to Alfred Benesch & Company under Lake County Contract No. 24-516 for Public Safety Funding Consultant Services. The City's Purchasing Policy authorizes the use of competitively awarded contracts from other governmental entities when determined to be in the best interest of the City and compliant with City purchasing requirements.

The scope of services to be performed by Benesch includes background review and data collection, analysis of fire department budget information, evaluation of historical fire rescue call data, development of assessment methodologies and rate structures, preparation of assessment rolls and rate calculators, technical reporting, and presentations to City staff and the City Commission. The study will also include implementation assistance and recommendations regarding the legal documents and procedures necessary to implement a fire assessment program. City staff will coordinate with the City Attorney to ensure all required documents and procedures are properly completed.

The professional fees to complete the Fire Assessment Study are estimated at \$49,040 as described in the attached proposal. The project includes virtual and in-person meetings and will be invoiced monthly based on the percentage of work completed.

FISCAL ANALYSIS:

Funding for the Fire Assessment Study will be provided by utilizing General Fund prior year carryover funds. A budget amendment is included as Attachment "A".

Total Project Cost: \$49,040

STAFF RECOMMENDATION:

Approve the piggyback agreement utilizing Lake County Contract No. 24-516 with Benesch to provide a Fire Assessment Study for the City of Holly Hill at a cost of \$49,040 and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the City that establishes sufficient revenues for all funds, ensures the long-term sustainability of public services, and promotes responsible financial management.

MOTION:

Approve the piggyback agreement utilizing Lake County Contract No. 24-516 with Benesch to provide a Fire Assessment Study for the City of Holly Hill at a cost of \$49,040 utilizing General Fund prior year carryover funds, authorize the City Manager to execute the agreement, and approve the budget amendment included as Attachment “A”.

RESOLUTION 2026-R-29

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UTILIZING LAKE COUNTY CONTRACT NO. 24-516 WITH BENESCH TO PROVIDE A FIRE ASSESSMENT STUDY FOR THE CITY OF HOLLY HILL AT A COST OF \$49,040; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Fire Department provides essential fire suppression and emergency medical services to the residents and businesses of the city; and

WHEREAS, the city desires to evaluate the implementation of a Fire Assessment Program to provide a sustainable and equitable funding source for fire rescue services; and

WHEREAS, Benesch possesses extensive experience in preparing fire assessment studies for municipalities throughout the State of Florida and is familiar with local conditions and legal requirements associated with special assessments; and

WHEREAS, the City intends to utilize a piggyback agreement through Lake County, Florida Contract No. 24-516 for Public Safety Funding Consultant Services, which was competitively solicited and awarded to Alfred Benesch & Company, in accordance with the City of Holly Hill Purchasing Policy authorizing the use of other governmental entities' competitively awarded contracts; and

WHEREAS, the scope of services includes analysis of fire department operational costs, service demand, development of assessment methodologies and rates, preparation of technical reports, and implementation recommendations necessary for the City to establish a fire assessment program; and

WHEREAS, City staff will coordinate with the City Attorney to ensure all required legal documents and procedures associated with implementation of a fire assessment program are properly completed; and

WHEREAS, funding for the Fire Assessment Study will be provided through General Fund prior year carryover funds, with a budget amendment included as Attachment "A"; and

WHEREAS, the City Commission finds that entering into a piggyback agreement with Benesch utilizing Lake County Contract No. 24-516 for the preparation of a Fire Assessment Study 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. That the City Commission of the City of Holly Hill approves the piggyback agreement utilizing Lake County Contract No. 24-516 with Benesch to provide a Fire Assessment Study for the City of Holly Hill.

SECTION 2. That the City Commission approves the expenditure of \$49,040 utilizing General Fund prior year carryover funds for the Fire Assessment Study and authorizes the City Manager to execute the piggyback agreement and related documents.

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

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

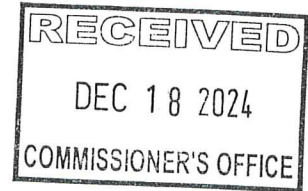
APPROVED AND AUTHENTICATED on this 26th day of MAY 2026.



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 12/17/2025	Contract Number: 24-516 Title: Public Safety Funding Consultant Effective Date: 12/17/2024
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: amy.munday@lakecountyfl.gov Telephone Number: 352-343-9768	CONTRACTOR Name: Alfred & Benesch Company Address: 1000 N. Ashley Drive Suite 400 City: Tampa FL, 33602 ATTENTION: Bill Ball Division Manager, Senior Vice President
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: This Contract Modification is to extend agreement for Two (2) Year, Expiring December 15, 2027.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: Elisabeth Schuck, AICP, LEED GA Title: Vice President, Florida Division Manager Date: June 5, 2025 E-mail: eschuck@benesch.com Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: Amy Munday Title: Contracting Officer II Date: 6.5.25
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**



DATE: 11/26/2024

MEETING DATE: 12/17/2024

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 34345

David Kilbury, Public Safety Director

BY: Amy Munday, Contracting Officer II

SUBJECT: Public Safety Funding Consultant

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 24-516 for Public Safety Consulting Services to Alfred Benesch & Company, Inc. (Tampa, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$79,810 (expenditure) and is within, and will not exceed, the Fiscal Year 2025 Budget. Expenditures will not exceed available funding in future fiscal year budgets.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Request for Proposal (RFP) 24-516 for public safety consultant services to determine more accurate and appropriate financing formulas based on property and building square footage data collected by the Lake County Property Appraiser.

Bid notification was sent to 166 registered vendor emails with a proposal received from one vendor as shown on the attached respondent tabulation sheet. The overall pricing associated with the recommended vendor is competitive with market pricing for these services. Based on the County's needs and in its best interests, the recommendation is to award the contract to Alfred Benesch & Company, Inc.

Fiscal Impact: \$79,810.00 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	830310		\$79,810

Advertised Date:

Paper:

Attachments:

1.	24-516 Respondent Tabulation Sheet
2.	24-516 Public Safety Consulting.Alfred Benesch_rev final_12.02.24_signed

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 11/26/2024
Ron Falanga	Approved - 12/2/2024
David Kilbury	Approved - 12/2/2024
Elizabeth Gouveia-Miner	Approved - 12/2/2024
Tabitha Kocielko	Approved - 12/2/2024
Thomas Carpenter	Approved - 12/2/2024
Kandace Pourbaix	Approved - 12/2/2024
Todd Thornton	Approved - 12/3/2024
David Langley	Approved - 12/3/2024
Allison Tesla	Approved - 12/3/2024
Melanie Marsh	Approved - 12/7/2024
Jennifer Barker	Approved - 12/9/2024
Misty Spahn	Final Approval - 12/9/2024

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
ALFRED BENESCH & COMPANY FOR
PUBLIC SAFETY CONSULTING SERVICES,
RFP # 24-516**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Alfred Benesch & Company, a Foreign Profit Corporation, its successors and/or assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-516 seeking firms or individuals qualified to provide public safety consulting services for the COUNTY; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 The purpose of this Agreement is for the CONSULTANT to provide public safety consulting services regarding potential financing formulas in conjunction with data collected from the Lake County Property Appraiser ("the Service") as detailed in the Scope of Work, Submittals, and Proposed Solution attached hereto and incorporated herein as **Composite Exhibit A**. This is lump sum professional fee arrangement.

ARTICLE 3. SCOPE OF SERVICES

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Work, Submittals, and Proposed Solution attached and incorporated by reference as **Composite Exhibit A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

3.2 This Agreement will commence upon the first day of the next calendar month after approval by the authorized authority.

3.3 This Agreement will be in effect for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The terms and conditions of this Agreement shall remain in effect until completion of all express and implied warranty periods. COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

3.4 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

ARTICLE 4. PAYMENT

4.1 Payment shall be based upon a lump sum fee attached hereto and incorporated herein as **Exhibit B**.

4.2 Invoicing. The CONSULTANT will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

4.4 Other than the lump sum fee set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Standard of Care. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care")

6.3 Key Personnel. CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (RFP 24-516) shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY, which approval shall not be unreasonably withheld. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

6.4 Termination. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 20-day advance notice requirement is waived in the event of termination for cause. However, CONSULTANT shall have an opportunity to cure any specified deficiencies within a reasonable time (no less than ten (10) days) of receipt of the notice of termination.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

D. Effects of Termination. Neither CONSULTANT, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

6.5 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

6.6 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

2. Automobile liability insurance, including owned, non-owned, and hired autos with Combined Single Limit of \$1,000,000

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
4. Employers Liability with the following limits and coverage:

Each Accident.....\$1,000,000
Disease-Each Employer\$1,000,000
Disease-Policy Limit.....\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be included as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

6.7 Indemnity. To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments in connection therewith and the payment of all related fees and costs. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.8 Independent Contractor. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.11 Conflict of Interest. The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.12 Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.13 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise services that do not confirm to the Standard of Care.

6.14 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation.

6.15 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices

or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this Agreement.

6.16 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for 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 CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.17 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.18 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.19 Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the

CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

6.20 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated in this Agreement, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONSULTANT hereby waives its right to a jury trial for any action arising from the Agreement.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONSULTANT will be considered at all times its employees and not an employee or agent of the COUNTY. The CONSULTANT will provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable.

7.9 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.10 Certification Regarding Scrutinized Companies: The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

7.11 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.12 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

7.13 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.14 State Registration Requirements. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

7.15 Grant Funding. In the event that any part of this Agreement is to be funded with federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority-owned business enterprises, women-owned business enterprises, and labor surplus area firms. CONSULTANTS are advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to grant funding requirements. THIS AGREEMENT IS FUNDED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF) PROGRAM, ADMINISTERED BY THE U.S. DEPARTMENT OF TREASURY; CONSULTANT MUST COMPLY WITH ALL FEDERAL REQUIREMENTS IN PROVIDING SERVICES UNDER THIS AGREEMENT.

7.16 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

7.17 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.18 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.19 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Bill Ball
Alfred Benesch & Company
35 West Wacker Drive, Ste. 3300
Chicago, Illinois 60601

If to COUNTY:

Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum. This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)	Scope of Work (3 pages), Attachment 1-Submittal Form (3 pages), Proposed Solution (4 pages) (Total 10 pages)
Exhibit B	Pricing Sheet (1 page)

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY FOR PUBLIC SAFETY CONSULTING SERVICES; RFP #24-516

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

ALFRED & BENESCH COMPANY



Bill Ball, Senior Vice President

This 2nd day of December, 2024.

COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione

Leslie Campione, Chairman

This 17th day of December, 2024.

ATTEST:

Gary Cooney

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 12/17/24

Melanie Marsh
County Attorney

PUBLIC SAFETY CONSULTING SERVICES

1. BACKGROUND

- 1.1. Lake County Fire Rescue provides and receives fire-related services within specific geographical areas of various municipal boundaries through a financial reimbursement formula that is based on the amount of specific emergency incidents and resource types. This reimbursement between municipalities and the county is settled on a recurring monthly basis.
- 1.2. The County's current funding comes from three main sources of revenue to provide public safety services.
 - 1.2.1. A county-wide ad valorem MSTU assessment levied on all municipal and unincorporated Lake County properties for Emergency Medical Services (EMS) transport services.
 - 1.2.2. A Fire ad valorem MSTU assessment levied on all unincorporated Lake County properties for emergency fire/rescue services.
 - 1.2.3. A non-ad valorem Fire Assessment fee billed to all unincorporated Lake County properties for emergency fire/rescue services.
- 1.3. The County desires to engage a Public Safety Consultant to determine more accurate and appropriate financing formulas that are based on property and building square footage data collected by the Lake County Property appraiser.

2. SCOPE OF SERVICES

- 2.1. Consultant shall work under a lump sum professional fee arrangement based on a schedule of payments to complete the tasks outline in Paragraph 3.2.
 - 2.1.1. Consultant shall submit a proposed payment schedule with the initial proposal response.
 - 2.1.2. Consultant shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

3. DELIVERY REQUIREMENTS

- 3.1. The following deliverables will be required during this project:
 - 3.1.1. Utilize the County approved formula to calculate the annual Fire Assessment Fee. Information from the Lake County Property Appraiser property database and the County ad valorem tax roll database shall be used to update the non-ad valorem Special Assessment database and formula in calculating the annual Fire Assessment fee. for
 - 3.1.2. Provide a review of the annual collection methods to ensure they meet all statutory and legal requirements.
 - 3.1.3. Develop and certify the annual fire assessment tax roll, which includes all Property use categories. Ensure deadlines are met for TRIM notices and certification of the Final Tax Roll as needed for inclusion in the annual July TRIM notice deadline and at County's request.

PUBLIC SAFETY CONSULTING SERVICES

3.2. Unless otherwise amended in writing, the performance period for completion of the initial study effort must not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial study must not exceed sixty (60) calendar days. The following task list is provided as a guide to delineate all services required by the County:

- 3.2.1. **Task 1: Evaluate Reports and Research Issues:** Evaluate the County's documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.
- 3.2.2. **Task 2: Update Apportionment Methodology:** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, update the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- 3.2.3. **Task 3: Determine Preliminary Revenue Requirements:** Advise the County in determining the total fire service assessment revenue requirements to ensure the County recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- 3.2.4. **Task 4: Develop Preliminary Assessment Roll Database:** Using the current ad valorem tax roll and fire special assessment roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- 3.2.5. **Task 5: Apply Apportionment Methodology to Database:** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary to provide a final product to be utilized for certification.
- 3.2.6. **Task 6: Calculate a Preliminary Proforma Schedule of Rates:** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program .
- 3.2.7. **Task 7: Prepare and Present Assessment Memorandum:** Prepare and present an Assessment Memorandum that fully supports and justifies the proposed apportionment methodologies and proforma assessment rates.
- 3.2.8. **Task 8: Assist With Assessment Resolutions:** Advise and assist the County's legal counsel in drafting the preliminary and final assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions, proposed methodology and adopts final assessment rates.
- 3.2.9. **Task 9: Assist with Rate Adoption Process:** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes as required.

PUBLIC SAFETY CONSULTING SERVICES

- 3.2.10. **Task 10: As directed by the County, conduct periodic review and update of the initial funding study effort:** Consultant shall provide all efforts to update the initial funding study based on the most current information gathered in this resource evaluation study to examine and either confirm or amend, the fire assessment value established during this project effort.

4. COUNTY RESPONSIBILITIES

- 4.1. The County is responsible for any newspaper publications, including, but not limited to, arranging for publications and any costs associated with those publications.
- 4.2. The County is responsible for all reasonable costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.
- 4.3. The contract will provide for a term of up to five (5) years. This operational period has been selected to enable the County, after completion of the initial study effort, to:
 - 4.3.1. Exercise, as determined to be required, the optional effort included within the pricing table for periodic updates based on the most current historical or other associated data to support continued accuracy of funding formula or fee assessments, and
 - 4.3.2. Provide a payment structure enabling the Consultant to provide, at the hourly rates specified in the pricing table, technical and representative support regarding any litigation that may be required during the stated duration of the contract.

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ATTACHMENT 1 – SUBMITTAL FORM

24-516

The undersigned hereby declares that: Alfred Benesch & Company has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **PUBLIC SAFETY CONSULTING SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the approval by the authorized authority or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

ATTACHMENT 1 – SUBMITTAL FORM

24-516

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A.

10.0 RECIPROCAL VENDOR PREFERENCE

N/A.

11.0 GENERAL VENDOR INFORMATION

Firm Name: Alfred Benesch & Company

ATTACHMENT 1 – SUBMITTAL FORM

24-516

Street Address: 1000 N. Ashley Drive, Suite 400
City: Tampa State and ZIP Code: Florida, 33602
Mailing Address (if different): Click or tap here to enter text.
Telephone: 813-825-1225 Fax: 866-410-8678
Federal Identification Number / TIN: 36-2407363
DUNS Number: 04-981-2563

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Bill Ball, AICP

Date: 8/29/24

Print Name: Bill Ball, AICP

Title: Florida Division Manager, Senior Vice President

Primary E-mail Address: bball@benesch.com

Secondary E-mail Address: nkamp@benesch.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Section 4 | Proposed Solution

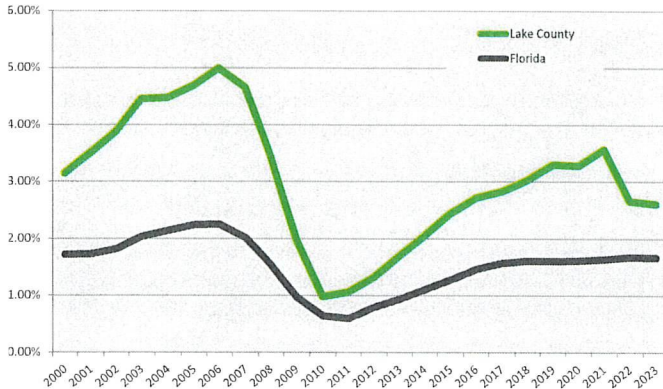
Lake County // RSQ #24-516 - Public Safety Consultant Services



BACKGROUND REVIEW & PROJECT UNDERSTANDING

Located in central Florida, Lake County has a resident population of approximately 415,000. As shown in **Figure 1**, the County experienced an average annual population growth of approximately 3% between 2000 and 2023. Unlike many Florida counties, this growth continued even during the great recession.

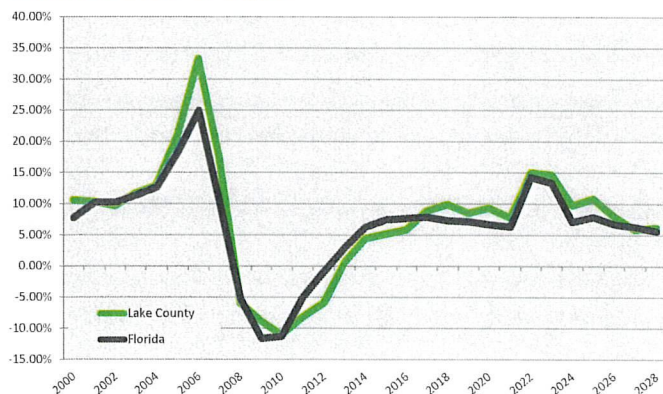
Figure 1: Lake County & State of Florida Population Growth Trends



Source: Bureau of Economic and Business Research (BEER), 2000–2023

In terms of taxable values per capita, Lake County experienced significant growth between 2000 and 2007, followed by a decline until 2013, as shown in **Figure 2**. In 2014, the County's tax base started to recover. These fluctuations in property tax revenues require the County to use a diverse set of stable revenue sources.

Figure 2: Lake County & State of Florida Change in Taxable Value Per Capita



Sources: Florida Property Valuations & Tax Databook, 2000–2023 data; Florida Legislature's Department of Economic and Demographic Research (EDR)

Lake County Fire Rescue (LCFR) provides emergency medical services (EMS) countywide and fire-related services in unincorporated portions of the County, Cities of Mascotte and Fruitland Park and Towns of Astatula, Montverde and Lady Lake. LCFR operates out of 30 stations and covers an area of 1,100 square miles.

The County currently uses the following revenue sources, primarily to fund the operational expenses:

- A countywide ad valorem Municipal Services Taxing Unit (MSTU) for EMS transport services;
- A non-ad valorem fire assessment billed to unincorporated Lake County properties for fire rescue/basic life support services;
- A fire ad valorem MSTU assessment levied to properties in unincorporated county for emergency medical/advanced life support services; and
- Municipalities that receive fire-related services enter into a contractual agreement with the County where the County is reimbursed based on specific emergency incidents and resource types on a monthly basis.

Lake County also has a fire impact fee that is dedicated to capital expansion projects, such as the addition of stations and vehicles.

In 2024, Lake County conducted a comprehensive study that evaluated potential funding sources for the fire rescue and EMS services. As part of this effort, the County's fire assessment structure was refined to reflect full cost associated with non-ALS services. At this time, the County is interested in a study to reflect more accurate property and building square footage data from the Lake County Property Appraiser database to use in fire assessment calculations.

Benesch has an extensive understanding of fire and EMS operations funding options and associated legal requirements and limitations, which enables us to provide this scope of services for the County. **In addition, Benesch has been updating Lake County's non-ad valorem assessment program since 2010. We also completed the most recent update of the County's fire rescue impact fee.** Through this and other work for Lake County, we are familiar with the County's fire assessment structure, which will allow us to efficiently provide services requested by the County.

PROPOSED SOLUTION

The remainder of this section includes the methodology that will be used to update the County's fire and rescue assessment fee study. The technical study approach is organized into following six major tasks.

Task 1: Background Review and Methodology Review



Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the County's existing documents, ad valorem tax roll information, fire rescue call data, agreements with the Tax Collector and Property Appraiser, and other related data. Through our previous work for Lake County, Benesch has most of this background information; however, any of the documents that were developed subsequent to the most recent study will be obtained.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to identify and discuss major technical and policy issues, coordinate staff/Benesch responsibilities; and refine the project schedule as necessary.

Task 2: Update of Fire Assessment Methodology



Based on input and direction received from the County, Benesch will develop the method of apportionment for the assessment program. More specifically, this task will include the following subtasks.

Task 2a – Identification of Full Costs of Services

Benesch will evaluate budget associated with Lake County Fire Rescue (LCFR) services for the current fiscal year as well as budget requests for future years. The full cost of providing fire service delivery that includes all direct and indirect costs will be identified. Portions of the budget associated with ALS services will be identified based on information provided by LCFR. The analysis will take into consideration any outstanding funding needs as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate full costs of services, including:

- Net fire rescue services
- Implementing programs
- Collecting assessments
- Creating assessment rolls

Any dedicated revenues and/or alternative sources of revenues that need to be accounted for will be identified.

Net service delivery revenue requirements for current and future levels of service will be documented, and projected revenue requirements will be incorporated. In addition, Benesch will assist the County in identifying policy decisions necessary to implement the assessment program for future years.

Task 2b – Analysis of Service Demand Using Proposed Methodology

Benesch will obtain fire incident data from LCFR to determine the appropriate service demand using the agreed-upon assessment methodology. In the past, Benesch used incident data for over longer time frame for the service demand component to ensure that fluctuations in call data from year to year are minimized. Limited sample size, especially in the case of certain land uses, makes it critical to use several years of data. This practice will be continued during the upcoming updates.

Benesch will analyze the historical call data to identify calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. Any service delivery issues that may affect the apportionment methodology will be identified.

Given that fire assessments can be charged for fire as well as first response/BLS incidents, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included in each program.

Finally, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but the associated response duration and resource utilization may be more significant.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will work with Lake County staff as well as the Lake County Property Appraiser database to update the FY 2024-25 assessment roll. Lake County maintains a fire assessment property classification database. Data from this database will be compared to Lake County Property Appraiser database to determine any variations as well as for tiering properties by size. Any new properties

will be assigned an assessment rate class to tie each real property record to the appropriate assessment rate class. Properties that need to be exempted, such as agricultural land, unbuildable land, very small parcels, parking structures, etc., will be identified.

Upon assigning an assessment rate class to each property in the database, Benesch will review any significant changes from the current assessment rates to evaluate any outlier data that may need to be adjusted.

Task 2d – Calculation of Rates and Revenue Requirements

Based on the methodology agreed to in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedule will include assessment cap rates, if needed, and will ensure that the identified assessable costs are fully funded. A preliminary assessment roll database will be developed and tested for sufficiency. If needed, the apportionment methodology will be revised. Benesch will develop a rate calculator that will assist the County in analyzing different rate scenarios and revenue projections.

Task 3: Technical Report



Results of Tasks 1 and 2 analyses will be provided in a draft technical report. The report will provide a cost analysis based on information provided by the County and revenue generation options. Detailed documentation and justification of the proposed apportionment methodology and resulting rates will be incorporated into the report.

Upon receipt of comments from the County, Benesch will prepare a final technical report.

Task 4: Legal Assistance



Historically, Lake County Attorney's Office led the effort on legal requirements and preparation of resolutions. Benesch will review draft resolutions prepared by the County and provide comments if needed. If the County would like to retain an outside counsel for this task, Benesch can obtain and provide quotes from legal firms that are experienced in fire assessment programs.

Task 5: Meetings and Presentations



As part of this study, the following four meetings and presentations will be conducted:

- Kickoff meeting (virtual)
- One virtual meeting with County staff and administration

to review draft report findings and prepare for public meetings

- One workshop with the Lake County Board of County Commission to present study results and obtain input
- One public hearing

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to the each meeting/ presentation. In addition to these formal meetings, Benesch will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress. With an office in Tampa, Benesch is easily accessible to Lake County staff.

Task 6: Interim Studies



Over the past 14 years, Benesch prepared several interim fire assessment studies for Lake County.

These studies evaluated key variables and indicated any significant changes in any of the variables. Similarly, as requested by the County, Benesch will prepare interim studies that will evaluate demand and property data provided by the County and either confirm or revise the initial fire assessment value established in the initial study. This task includes one in-person meeting to present the study results. A budget for this task will be provided upon request.

Project Deliverables and Study Schedule:

As part of the study Benesch will provide the following deliverables:

- Using the County-approved formula, the calculated annual fire assessment rates. Information from the Lake County Property Appraiser database and the County ad valorem tax roll database will be used to update the non-ad valorem special assessment database and formula in calculating fire assessment rates.
- A review of the annual collection methods to ensure they meet all statutory and legal requirements.
- Development and certification of the annual fire assessment roll, which includes property use categories. Benesch will ensure that deadlines are met for TRIM notices and certification of the Final Tax Roll as needed for inclusion in the annual July TRIM notice deadline and at County's request.

Staffing and equipment: Our staffing resources can be found on our organizational chart and we do not anticipate needing any additional equipment to complete this contract.

Alfred Benesch & Company			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	PROPOSED TIME FRAME (CALENDAR DAYS)	LUMP SUM PRICE
1	ENTER lump sum price for turnkey project. Price shall be all inclusive to complete all work described and implied.	120 Days	\$79,810.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

PROJECT BUDGET

The professional fees to prepare the Fire Assessment Study (Tasks 1 through 5 of the Proposed Solution) for Lake County are estimated as a lump sum of \$79,810, which includes three virtual and two in-person meetings. The table below provides a summary of this information. All work will be completed by Benesch.

Task #	Task Description	Project Manager	Senior Planner/Engineer	Planner/GIS Specialist	Admin	Total Task Hours	Burdened Cost/Task
		\$290.00	\$155.00	\$135.00	\$85.00		
TASK 1	BACKGROUND REVIEW / DATA COLLECTION	12.0	14.0	6.0	3.0	35.0	\$6,715
1.1	Send Data Request Memorandum	1.0	3.0		1.0	5.0	\$840
1.2	Review Background Materials	8.0	8.0	6.0	1.0	23.0	\$4,455
1.3	Kick-off Meeting (Virtual)	3.0	3.0		1.0	7.0	\$1,420
TASK 2	UPDATE NON-AD VALOREM FIRE ASSESSMENT RATES	59.0	101.0	111.0	4.0	275.0	\$48,090
2.1	Service Demand Analysis	12.0	38.0	31.0	1.0	82.0	\$13,640
2.2	Analysis of Budget	10.0	13.0	15.0	1.0	39.0	\$7,025
2.3	Calculated Development Units	16.0	25.0	35.0	1.0	77.0	\$13,325
2.4	Calculation of Rates, Preliminary Assessment Roll and Revenue Requirements	21.0	25.0	30.0	1.0	77.0	\$14,100
TASK 3	TECHNICAL REPORT	16.0	22.0	26.0	2.0	66.0	\$11,730
3.1	Development of the Draft and Final Technical Reports	12.0	18.0	22.0	1.0	53.0	\$9,325
3.2	Draft Report Review Meeting with County Staff & Administration (Virtual)	4.0	4.0	4.0	1.0	13.0	\$2,405
TASK 4	LEGAL ASSISTANCE	12.0	4.0	4.0	1.0	21.0	\$4,725
4.1	Review of Legal Documents	12.0	4.0	4.0	1.0	21.0	\$4,725
TASK 5	MEETINGS & PRESENTATIONS	21.0	9.0	6.0	3.0	39.0	\$8,550
5.1	Draft Report Review Meeting (Virtual)	5.0	5.0	2.0	1.0	13.0	\$2,580
5.2	Public Meetings (2)	16.0	4.0	4.0	2.0	26.0	\$5,970
TOTAL PROJECT BUDGET		120.0	150.0	153.0	13.0	436.0	\$79,810

Located in Volusia County, Holly Hill has a population of approximately 13,000 within 4.5 square miles.

The Holly Hill Fire Department is a paid professional fire department that provides fire suppression and emergency medical services (EMS), including advanced life support (ALS) transport. The Department operates out of a single station staffed with 13 personnel and responds to over 3,000 incidents annually. The Department's ISO ranking is 4.

The City currently funds Fire and EMS services through the General Fund. The adopted FY 2026 budget for the Fire Department is \$1.94 million.

Given the importance of fire rescue services and the fluctuations in property tax revenues, the City is interested in implementing a fire assessment program.

The Benesch Team has extensive understanding of fire operations funding options and associated legal requirements and limitations. We are currently working on multiple fire assessment studies for other municipalities in Volusia County, and therefore are familiar with local conditions and Volusia County Property Appraiser database. This experience and understanding of local conditions will enable us to prepare the study requested by the City in an efficient and timely manner.

PROJECT APPROACH

This section provides a description of the tasks to be undertaken by the Benesch Team for the City of Holly Hill Fire Assessment Study. The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The following paragraphs outline tasks that will be completed as part of the study.

Task 1 – Background Review and Data Collection

Upon receipt of the notice to proceed, Benesch will submit a data needs memorandum. We will review the City's existing legal documents, tax roll summary information, fire call data, budgets, agreements, and other data pertaining to the provision of fire rescue services.

Upon preliminary review of the data, Benesch will conduct a kick-off meeting with the City to discuss the background information, legal requirements, study methodology, funding gaps/needs, policy decisions the City should consider, project schedule and any questions on the data received.

Since the Cape Coral case ruling ([Morris vs. City of Cape Coral](#), 163 So.3d 1174 (Fla. 2015)), several methodologies were approved for the calculation of fire assessments.

Methods that incorporate a “readiness factor” in addition to the utilization or that determine the budget eligible to be funded with fire assessment revenues through a review of the expense line items instead of incident levels will be discussed with the City early on during the study. The methodology that is agreed upon will be used in the study.

Task 2 – Technical Study

Development of the fire assessment program will be completed using the methodology agreed on as part of the Task 1 work and include the following subtasks.

Task 2a – Analysis of Budget Information

Benesch will evaluate the Department's budgets associated with the provision of fire rescue services in Holly Hill. Both the Fiscal Year 2027 adopted budget and budget request for Fiscal Year 2028 (when available) will be reviewed.

The full cost of providing fire service delivery that includes all direct and indirect costs will be identified. The analysis will take into consideration any outstanding funding needs, as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate the full costs of services, including:

- > Net fire rescue services;
- > Fair apportioning to include equipment/capital improvements and replacement programs;
- > Implementing programs;
- > Collecting assessments; and
- > Creating assessment rolls.

Given that special assessments are limited to fire prevention/suspension and first response medical service related costs, expenses related to advanced life support services will be excluded from the assessable budget.

Any dedicated revenues (such as fire inspection fees, grants, transport revenues, etc.) that need to be accounted for will be identified. If needed, this review will also be completed for alternative budget scenarios provided by the City.

Task 2b – Analysis of Service Demand Using Proposed Methodology

The Benesch Team will utilize fire rescue call response data to determine the appropriate service demand based on the assessment methodology determined as part of Task 1. As available, this study will incorporate 10 years of call data to limit large fluctuations for certain land uses from one study to another.

Benesch will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. This analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included.

Finally, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but their response duration may be longer.

As part of this task, depending on the methodology selected by the City, an availability or readiness factor will be developed.

In the case of non-agricultural vacant parcels, it is important to consider the fact that the benefit received from the fire rescue services is more limited since there are no structures or persons at these sites. However, the availability of fire rescue services increases the property value, reflecting the benefit received.

In the past, Benesch has worked with fire departments in preparing alternative scenarios that included use of a combination of flat rate that charged all properties within a category evenly for the availability of the Fire Department and a tiered/variable rate by size to capture demand from each land use. Similarly, we had alternate scenarios for

vacant land, distributing a portion of the cost associated with vacant land to other properties to account for the benefit received by surrounding properties from the suppression of a fire at a nearby vacant property. These and other available options will be presented to the City and the Department as part of this task.

Any agreements with other service providers or entities, reports, and other data pertaining to the provision of fire rescue services will be reviewed.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will obtain the most recent copy of properties in the city from the Volusia County Property Appraiser (VCPA) database. Each property will be assigned an appropriate assessment rate class. Properties that need to be exempted, such as unbuildable land, very small parcels, parking structures, etc., will be identified. Benesch worked with the VCPA database previously, and has a strong understanding of the database.

Task 2d – Calculation of Rates, Revenue Requirements, and Rate Calculator

Based on the agreed upon methodology and the apportioned costs for each land use and calculated development units for various scenario options, multiple rate schedules will be developed. A five-year schedule of the rates will be prepared based on anticipated financial needs provided by the City.

This task will develop a preliminary assessment roll that incorporates the current property data and assessment rates. In addition, a rate calculator will be developed to assist the City in analyzing different rate scenarios and revenue projections.

Task 3 – Technical Report

The results of the Tasks 1 and 2 analyses will be provided in a technical report. The report will include an explanation of the methodology to address present and future needs, actionable insights as well as all the data and assumptions used in the study. The Benesch Team will present the study results to City staff and management. Based on input received from the City, a final report and a final assessment roll will be submitted.

Task 4 – Legal Assistance

All legal documents, such as the notice of intent, fire assessment ordinance and resolutions, etc. will be prepared by the City Attorney. Benesch will be available to review the documents or provide example documents from other jurisdictions.

The Benesch Team will prepare the mailing file needed for first class notices. The effort related to printing and mailing of notices is not included as part of this scope. If desired, we can provide a separate quote for this effort.

Task 5 – Meetings & Presentations

As part of this study, the following meetings are envisioned to take place:

- > Kick-off meeting (virtual);
- > Interim meeting (virtual);
- > Draft report review presentation (virtual); and
- > Two presentations to the City Commission.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to City staff for review prior to each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the City's Project Manager to ensure that the City is aware of the study's progress.

With an office in Tampa, Benesch is easily accessible to the City of Holly Hill.

PROJECT BUDGET

The professional fees to prepare the fire assessment study for the City of Holly Hill are estimated at \$49,040, which includes three virtual and two in-person meetings. This is a lump sum budget, and the City will be invoiced monthly for the portion of the work completed.

Only the meetings that take place will be invoiced. The table on the next page details the professional fees to prepare the fire assessment study.

City of Holly Hill
Fire Assessment Study

TASK #	SUBTASK DESCRIPTION	Director/ Senior PM \$230	Senior Planner \$165	Project Planner \$100	Admin/ Clerical \$90	TOTAL TASK HOURS	BURDENED COST/ TASK
PHASE 1: TECHNICAL CALCULATION							
TASK 1	BACKGROUND REVIEW / DATA COLLECTION	10.0	8.0	3.0	1.0	22.0	\$4,010
1a	Send Data Request Memorandum	1.0	2.0		1.0	4.0	\$650
1b	Review Background Materials	6.0	4.0	3.0		13.0	\$2,340
1c	Kick-off Meeting (Virtual)	3.0	2.0			5.0	\$1,020
TASK 2	DEVELOPMENT OF SPECIAL ASSESSMENT METHOD	30.0	41.0	44.0	2.0	117.0	\$18,245
2a	Fire/Rescue Budget Analysis	6.0	6.0	7.0	1.0	20.0	\$3,160
2b	Service Demand Analysis	5.0	11.0	10.0		26.0	\$3,965
2c	Calculation of Development Units	7.0	10.0	13.0		30.0	\$4,560
2d	Calculation of Rates and Development of a Rate Calculator	8.0	9.0	8.0		25.0	\$4,125
2e	Interim Staff Meeting (Virtual)	4.0	5.0	6.0	1.0	16.0	\$2,435
TASK 3	TECHNICAL REPORT	23.0	10.0	9.0	3.0	45.0	\$8,110
3a	Development of the Draft and Final Technical Reports	6.0	5.0	4.0	1.0	16.0	\$2,695
3b	Draft Report Review Meeting (Virtual)	5.0	2.0	2.0	1.0	10.0	\$1,770
3c	City Commission Meeting	12.0	3.0	3.0	1.0	19.0	\$3,645
PHASE 2: IMPLEMENTATION ASSISTANCE							
TASK 4	LEGAL ASSISTANCE	32.0	33.0	38.0	23.0	126.0	\$18,675
4a	Assistance with Legal Documents	8.0			1.0	9.0	\$1,930
4b	Preparation of First Class Notices (Does not include cost associated with printing and postage, which range from \$2.00 to \$2.50 per record).	7.0	18.0	35.0	20.0	80.0	\$9,880
4c	Adoption Hearing	12.0	3.0	3.0	1.0	19.0	\$3,645
4d	Preparation of Final Assessment Roll	5.0	12.0		1.0	18.0	\$3,220
TASK 5	MEETINGS & PRESENTATIONS (3 Virtual, 2 In-Person)	FIVE MEETINGS AS INDICATED IN TASKS 1 THROUGH 4					
		95.0	92.0	94.0	29.0	310.0	\$49,040
	TOTAL PROJECT BUDGET						

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

Requesting Department			Date
Finance			5/26/2026
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-389-1000		Prior Year Carryover	49,040.00
Total			49,040.00
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-2210-535-3101		Professional Services	49,040.00
Total			49,040.00
Purpose of Transfer: (include as much detail as possible)			
To appropriate prior-year carryover funds for the benesch fire assessment study.			
Note: Funds can only be transferred within the <u>same</u> fund and <u>same</u> 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

The City of Holly Hill is seeking to apply for a matching grant through the Volusia County ECHO Grant Program for the reconstruction and resilient enhancement of the Ross Point Heritage Park and Scenic Observation Pier. This project is a critical restoration of a high-demand public asset that was destroyed during Hurricane Milton.

The project consists of the construction of a 4,500-square-foot resilient marine structure, featuring a 250-foot pedestrian walkway and an expansive 100-foot-wide "T-head" observation deck. Beyond providing maritime access, the pier serves as a "Heritage Destination," marking the site of the region's first 1868 pioneer settlement and orange groves established by the Ross family. The design utilizes modern "Green Infrastructure" technologies, including prefabricated hybrid decking that has light penetration to protect seagrass habitats and an elevated profile to mitigate future storm-surge events.

Located within a 1.5-mile corridor of the Pictona complex, this project provides a vital "passive recreation" balance to the region's active sports infrastructure. Based on historical data (214 Google reviews) and regional tourism metrics (Daytona Beach CVB), the restored pier is projected to serve over 15,000 residents and visitors annually.

FISCAL ANALYSIS

The Volusia County ECHO Grant is a 1:1 cost-reimbursement grant based on a total project estimate of **\$2,000,000**. The City's strategy is to aggressively pursue multiple funding sources to minimize the impact on local taxpayer's funds.

- **ECHO Grant Request:** The City is requesting \$1,000,000 (50% of the total project) from Volusia County ECHO.
- **FIND Grant Application:** The City intends to apply for a supplemental grant from the Florida Inland Navigation District (FIND) in the amount of \$600,000 to further offset the local matching requirement.
- **City Match / Local Contribution:** The remaining \$400,000 local match requirement will be met through:
 - **\$34,500** in previously expended funds for site clearance/demolition.
 - **\$365,500** from City Reserves.
- **Contingency Plan:** In the event the FIND grant is not awarded, the City has sufficient reserves available to cover the full required 1:1 match of \$1,000,000 ensuring the project remains compliant with ECHO guidelines and is fully funded through completion.
- **Long-Term Maintenance and Public Use Commitment:** The City acknowledges and accepts the required 20-year maintenance and public use obligation associated with the Volusia County ECHO Grant Program for the Ross Point Heritage Park and Scenic Observation Pier and understands that the County may require execution of grant agreements or other related documents to ensure compliance with program requirements.

STAFF RECOMMENDATION

Authorize the submission of the 2026 Volusia County ECHO Grant application for the Ross Point Heritage Park and Scenic Observation Pier, commit the required 1:1 matching funds for the project, acknowledge and accept the required 20-year maintenance and public use obligation associated with the ECHO Grant Program, and authorize the City Manager to execute all grant agreements and related documents required by Volusia County.

COMMISSION GOALS

Goal #1: Financial Sustainability – 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 #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #5: Promote a small-town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION

APPROVING THE SUBMISSION OF AN APPLICATION TO THE VOLUSIA COUNTY ECHO GRANT PROGRAM FOR THE ROSS POINT HERITAGE PARK AND SCENIC OBSERVATION PIER IN THE TOTAL AMOUNT OF \$2,000,000; AUTHORIZING STAFF TO PURSUE SUPPLEMENTAL FLORIDA INLAND NAVIGATION DISTRICT (FIND) FUNDS TO OFFSET THE LOCAL MATCH; COMMITTING \$400,000 FROM CITY RESERVES (INCLUSIVE OF PREVIOUSLY EXPENDED DEMOLITION COSTS) WITH THE PROVISION TO UTILIZE ADDITIONAL RESERVES IF NECESSARY TO MEET THE FULL MATCH REQUIREMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

RESOLUTION 2026-R-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE VOLUSIA COUNTY ECHO GRANT PROGRAM IN THE AMOUNT OF \$1,000,000 FOR THE RECONSTRUCTION OF THE ROSS POINT HERITAGE PARK AND SCENIC OBSERVATION PIER; AUTHORIZING THE PURSUIT OF SUPPLEMENTAL FUNDING FROM THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) IN THE AMOUNT OF \$600,000; APPROVING THE COMMITMENT OF LOCAL MATCHING FUNDS FROM RESERVES TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city desires to restore maritime access and preserve the 1868 pioneer history of Ross Point Park through the reconstruction of the Ross Point Heritage Park and Scenic Observation Pier; and

WHEREAS, the city intends to apply for a grant award from the Volusia County ECHO Grant Program in the amount of \$1,000,000 toward the \$2,000,000 total estimated cost of the resilient marine structure; and

WHEREAS, the city has already expended \$34,500 for the professional removal of storm-damaged debris at the project site to ensure safety and construction ready; and

WHEREAS, the city further intends to pursue supplemental funding from the Florida Inland Navigation District (FIND) in the amount of \$600,000 to offset the local matching requirement; and

WHEREAS, the city anticipates a net local cash requirement of \$365,500 from reserves assuming the successful award of a \$600,000 FIND grant, but is prepared to fund up to \$965,500 from reserves if necessary to satisfy the ECHO 1:1 match requirement; and

WHEREAS, the city has the necessary funds in reserves to satisfy the 1:1 local match requirement in the event the supplemental FIND grant is not awarded to the City; and

WHEREAS, the city acknowledges and accepts the required 20-year maintenance and public use obligation associated with the Volusia County ECHO Grant Program for the Ross Point Heritage Park and Scenic Observation Pier and understands that grant compliance may require execution of agreements or other related documents to ensure continued public benefit and maintenance of the facility.

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 authorizes the submission of a grant application to the Volusia County ECHO program for a request in the amount of \$1,000,000 for the reconstruction of the Ross Point Heritage Park and Scenic Observation Pier, acknowledges and accepts the required 20-year maintenance and public use obligation associated with the program, and authorizes the City Manager to execute all grant applications, agreements, and related documents required by Volusia County.

SECTION 2. That the City Commission of the City of Holly Hill hereby commits a local match in the total amount of \$1,000,000; said match is to be funded through City Reserves (inclusive of the \$34,500 previously expended) with a cash commitment of up to \$965,500, with the understanding that supplemental grant awards (FIND) shall be used to reduce the required reserve expenditure to approximately \$365,500.

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

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

APPROVED AND AUTHENTICATED on this 26th day of MAY 2026.

DISCUSSION:

The City of Holly Hill will celebrate its 125th Anniversary with a community-wide “125th Birthday Block Party” scheduled for Saturday, October 10, 2026, at Sunrise Park. The event is intended to commemorate the City’s rich history, recognize the community’s growth and achievements, and provide a family-oriented celebration for residents, businesses, and visitors.

The celebration will include live entertainment, a drone light show, children’s activities, food vendors, music, promotional items, and community engagement activities designed to highlight the City’s heritage and foster community pride. The event is anticipated to draw residents from throughout the City and surrounding areas and serve as a signature milestone celebration for Holly Hill.

Planned event expenditures include entertainment, event staging and equipment rentals, advertising and promotional materials, security and traffic control, generators, children’s activities, and contingency funding for event-related expenses. A detailed budget estimate is included as Exhibit “A”.

The estimated total cost of the event is \$65,000. Staff recommends funding the event through General Fund prior year carryover funds and approving the associated budget amendment.

FISCAL ANALYSIS:

Funding for the 125th Birthday Celebration will be provided through General Fund prior year carryover funds. A budget amendment is included as Attachment “A”.

Total Project Cost: \$65,000

STAFF RECOMMENDATION:

Approve the budget amendment utilizing General Fund prior year carryover funds in the amount of \$65,000 for the City of Holly Hill 125th Birthday Celebration and authorize the City Manager to execute related event agreements and expenditures in accordance with the approved budget.

COMMISSION GOAL:

Goal #4: Promote community engagement, neighborhood pride, and quality of life through community events, public outreach, and recreational opportunities.

MOTION:

Approve the budget amendment utilizing General Fund prior year carryover funds in the amount of \$65,000 for the City of Holly Hill 125th Birthday Celebration and authorize the City Manager to execute related event agreements and expenditures in accordance with the approved budget.

RESOLUTION 2026-R-31

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$65,000 FOR THE CITY OF HOLLY HILL 125TH BIRTHDAY CELEBRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED EVENT AGREEMENTS AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill was founded in 1901 and will celebrate its 125th Anniversary in 2026; and

WHEREAS, the city desires to host a community-wide 125th Birthday Celebration event to commemorate the City's history, recognize its growth and achievements, and promote community engagement and civic pride; and

WHEREAS, the event is planned for October 10, 2026, at Sunrise Park and will include entertainment, community activities, promotional materials, and public festivities for residents and visitors; and

WHEREAS, expenditures associated with the event include entertainment services, event rentals, advertising, security, children's activities, and related operational costs necessary for the successful implementation of the celebration; and

WHEREAS, the estimated cost of the event is \$65,000 as outlined in Exhibit "A"; and

WHEREAS, funding for the 125th Birthday Celebration will be provided through General Fund prior year carryover funds, with a budget amendment included as Attachment "A"; and

WHEREAS, the City Commission finds that the 125th Birthday Celebration is in the best interest of the city and its residents and will promote community identity, public engagement, and tourism opportunities.

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

SECTION 1. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of \$65,000 utilizing General Fund prior year carryover funds for the City of Holly Hill 125th Birthday Celebration.

SECTION 2. That the City Manager is authorized to execute related event agreements, vendor contracts, and expenditures necessary to implement the 125th Birthday Celebration in accordance with the approved budget.

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

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

APPROVED AND AUTHENTICATED on this 26th day of MAY 2026.

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

Requesting Department			Date
Finance			5/26/2026
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-389-1000		Prior Year Carryover	65,000.00
Total			65,000.00
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-1201-512-4810	26BASH	Special Events	65,000.00
Total			65,000.00
Purpose of Transfer: (include as much detail as possible)			
To appropriate prior-year carryover funds for the City of Holly Hill 125th Birthday Bash celebration.			
----- Management Approvals -----			
Department Head Signature		Date	
City Manager Signature		Date	
----- For Finance Use Only -----			
Finance Review			
Finance Director Signature	Date	Resolution #	

125th Birthday Bash Budget		
Vendor	Activity / Item	Cost
Aerial Illuminations	Drone show	\$ 22,000.00
B-Naturals	Concert	\$ 1,200.00
EA Promos	License plates	\$ 500.00
Sticker Mule	Stickers	\$ 400.00
TBD	Challenge coins	\$ 500.00
Special Events Services	Rentals (stage, table, chairs, equipment)	\$ 11,000.00
TBD	Generator	\$ 3,000.00
TBD	Advertising	\$ 3,000.00
Holly Hill PD	Security/MOT - Officer OT	\$ 900.00
TBD	Signage	\$ 1,000.00
TBD	Misc supplies (kids activities, materials)	\$ 5,000.00
TBD	Bounce House	\$ 1,000.00
DJ Vito	DJ services	\$ 250.00
Adventures in Art	Face painting	\$ 250.00
Contingency for Unknown		\$ 15000.00
		\$ 65,000.00

INTRODUCTION:

ZAHN ENGINEERING BPUD REZONE - Consider a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) located on the northwest corner of Ridgewood Avenue and Flomich Street aka 1600 Ridgewood Avenue; (John Zemball, Applicant) District 4 - Commissioner Johnson (Joshua Steele, Senior Planner).

BACKGROUND:

The property is currently zoned CC-1 (Commercial Corridor). The future land use of the property is General Retail Commercial. The property is located within the city's Redevelopment District Overlay.

At this time, the property exists as a vacant commercial parcel (prior bank) and drive-through teller station. It is located on a busy roadway (Ridgewood Ave) and has high visibility for those traversing said roadway.

DISCUSSION:

The Applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop the property as a professional services office, a warehouse, a heavy equipment storage area, and material staging area. The property allows for professional services and light industrial use. Warehousing is only allowed as a special exception in CC-1, and heavy industrial uses do not conform with the CC-1 district requirements.

The applicant is requesting allowance of industrial uses in that they are requesting to be able to store heavy equipment on the property as well as storage not permitted in the current zoning district. This allowance is requested based upon meeting the criteria listed in the Development Agreement and Preliminary Plan attached as **EXHIBIT A and B**.

The existing building will have the façade upgraded in order to make the building more aesthetically pleasing. Renderings have been provided and attached as **EXHIBIT C**. The building will be home to offices for an engineering firm. The existing ATM use will remain. The existing drive-through canopy is proposed to be demolished and a warehouse building constructed in phase 2 of 2 phases. Any heavy equipment will be restricted to the area indicated on the preliminary plan and shielded by an 8-foot solid vinyl fence.

Access will be on Ridgewood Avenue, Flomich Street and Espanola Avenue. However, no heavy equipment will be permitted ingress or egress onto Espanola Avenue. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood. Additionally, the north driveway cut on Espanola will be eliminated.

Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM.

In addition to the uses stated, the BPUD will allow all uses permitted within the CC-1 zoning district with the exception of the following:

1. Car wash facilities
2. Motor vehicle and marine sales, services, parts and repair
3. Self-service laundromats

4. Paint and Body Shops

All requirements of the Redevelopment Overlay apply except as specifically stated and shown within the Development Agreement.

The reason why a Planned Development is being pursued is so that criteria and limitations can be placed upon the industrial, warehouse and storage uses. This would not be possible if the applicant were to rezone from CC-1 to an industrial category. Such limitations are especially important because the property is adjacent to homes.

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

North: General Retail Commercial FLU and CC-1 (Commercial Corridor District) Zoning

South: General Retail Commercial FLU and CC-1 (Commercial Corridor District) Zoning

East: General Retail Commercial FLU and B-4 (Highway Business District) Zoning

West: Medium Density Residential FLU and R-7 (Medium Density Multi-Family Residential) Zoning

SITE ANALYSIS

Floodplain Impacts:

Based on FIRM 12127C0218K, effective on 9/29/2017, the property is in flood zone X meaning outside of the 100-year floodplain.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area.

Sidewalks:

There is an existing sidewalk along the west side of Ridgewood Avenue and the north side of Flomich Street. There is currently no sidewalk on the east side of Espanola Ave. There shall be at least one handicapped-usable sidewalk connecting the public sidewalk on the west side of Ridgewood Avenue with the interior walkway system of the project site.

Landscaping and Buffers:

The project will provide landscaping along Ridgewood Avenue, Flomich St and Espanola Ave. The property line on Espanola Ave abuts medium density residential lots and will have a 10 ft. vegetated buffer. All other landscape buffering shall comply with the preliminary plan.

Open Space:

A minimum of 16% of the parcel must remain as open space.

Consistency with the Land Development Code

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

Additionally, the rezone has been evaluated in accordance with Sec. 82-372 which provides criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 4.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use.

(2) Its impact upon the environment or natural resources.

The property is located in a busy commercial area of the City. As part of the project's development, there will be trees planted as well as landscaped buffers. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.

The site is currently a vacant building. This project is expected to have a positive fiscal impact on the area.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The project is in a commercial area where such services are available. No new services are expected to be required. Additionally, it is the site of a once active bank and existing infrastructure will be used.

(5) Any changes in circumstances or conditions affecting the area.

Staff considers changes in circumstances since the original zoning, that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth.

(6) Any mistakes in the original classification.

It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.

The proposed zoning will allow the development of a functioning business and is expected to have a positive effect on the value of the area.

(8) Its impact upon the public health, welfare, safety or morals.

It is not expected that the rezone will adversely impact public health, welfare, safety or morals.

Staff finds the requested BPUD (Business Planned Unit Development) zoning classification to be compatible with the land development regulations.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the city's Comprehensive Plan.

Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 4.95. The proposed development will not exceed this ratio. Additionally, the proposed rezone is compatible with all elements within the Comprehensive Plan.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development) and approve the associated Development Agreement and Preliminary Plan for property located on the northwest corner of Ridgewood Avenue and Flomich Street aka 1600 Ridgewood Avenue.

ORDINANCE 3097

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT “A” FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (BPUD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as BPUD (Business Planned Unit Development)

pursuant to the provisions contained in the attached Development Agreement, as **Attachment B** and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill and the Master Development Agreement.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 26th day of MAY 2026 for second and final reading.

ATTACHMENT “A”

LEGAL DESCRIPTION:

Lots 1, 2, 3, and the Southerly 20 feet of Lot 4; together with the southerly 20 feet of Lot 40; and all of Lots 41, 42, and 43, all in Block 10, RIO VISTA SUBDIVISION, as per map or plat thereof of record in Map Book 6, Page 150 of the public records of Volusia County, Florida, less and except any portion lying in the right of way of U.S. No. 1 Highway, A/K/A Ridgewood Avenue.

LESS AND EXCEPT that portion conveyed to the Florida Department of Transportation in that Special Warranty Deed recorded in Official Records Book 7957, Page 4299, of the Public Records of Volusia County, Florida.

ATTACHMENT “B”

Exhibit to Ordinance No. 3097

DEVELOPMENT AGREEMENT for the project known as Zahn Engineering Planned Unit Development (PUD) located at the corner of Ridgewood Avenue and Flomich Street in Holly Hill, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ___ day of _____, 20___, by and between the **CITY OF HOLLY HILL**, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the “City”), **Zahn Engineering, Inc.**, a Florida Incorporation, whose mailing address is 150 S. Palmetto Avenue, Suite 201, Daytona Beach, FL 32114, (hereinafter referred to as the “Developer”).

W I T N E S S E T H

WHEREAS, the Owners warrant that they hold legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owners/Developer have clear title of the Subject Property and the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owners/Developer desire to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owners/Developer desire to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owners/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. 3097**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan also known as the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record. A unity of title agreement may be executed to ensure the property is held by the Owners pending development as proposed by this Agreement.
3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.
4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity,

unless amended.

5. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Any use permitted in the CC-1 Commercial Corridor District except as prohibited below under prohibited uses.

2. Building contractors storage, heavy industrial construction equipment to be permitted only behind the 8' fence as shown on the Preliminary Plan and limited to the shaded area shown on the Preliminary Plan listed as Heavy Equipment Storage Area. Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood.

3. Standalone ATM

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.
2. Car wash facilities
3. Motor vehicle and marine sales, services, parts and repair
4. Self-service laundromats
5. Paint and Body Shops

C. Proposed maximum density measured in floor area ratio: 4.95 FAR

D. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase 1:

- 8'tall, 100% Opaque vinyl fence around storage yard
- Parking and Landscaping Improvements
- Interior and Exterior Improvements to the Existing Building

Phase 2:

- Demo Existing Covered Drive Through
- Construct Warehouse Addition Max 3,600 SF

E. Impervious surface is not to exceed 84% of the gross square footage for the Subject Property.

F. Minimum open space shall be 16 % of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown on the Preliminary

Development Plan.

- H. Minimum lot size area (in acreage or square footage): 10,000 SF
- I. Minimum lot width (in feet): 100
- J. Minimum yard building setbacks: (does not apply to outdoor storage)
 - 1. Front yard (Ridgewood Ave): 25'
 - 2. Side yard (North): 10'
 - 3. Street side yard (Flomich): 15'
 - 4. Rear yard (Espanola): 25'
- K. Maximum building height (in feet): 60'
- L. Minimum parking standards are as shown and stated on the Preliminary Plan.
- M. If abutting residential property, new lighting shall not exceed .5-foot candles at the property line.
- N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. If applicable, all controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- O. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or

improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. Development Permits/Fees. The Owners/Developer are responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a city moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. Site Plan/Plat Approval. The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owners/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. Indemnification. The Owners/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. Compliance. The Owners/Developer agree that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owners/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owners/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. Obligations for Improvements. Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface

improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owners/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owners/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owners/Developer. If the Owners/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owners/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owners/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the city may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owners/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owners/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owners/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owners/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owners/Developer shall be responsible for establishing the POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon

the Subject Property and the Owners/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owners/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owners/Developer, as the City and Developer may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNERS/DEVELOPER'S REPRESENTATIVES:

John Zemball, PE
Zahn Engineering, Inc.
150 S. Palmetto Avenue, Suite 201
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

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

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owners/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owners/Developer shall execute this

Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owners, the Developer and the City have executed this Agreement.

OWNER: Zahn Engineering, Inc.

By:

Signature of Witness # 1

Signature

Print Name

Signature of Witness #2

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, ____ (year), by _____, who is _____ of **Zahn Engineering, Inc**, and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2026, by John Penny, Mayor, of the City of Holly
Hill, on behalf of the City, who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and reliance
by the City of Holly Hill, Florida

Scott Simpson
Attorney

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Zahn Engineering Planned Unit Development (PUD) located at the corner of Ridgewood Ave and Flomich St in Holly Hill, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 20____, by and between the **CITY OF HOLLY HILL**, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), **Zahn Engineering, Inc.**, a Florida Corporation, whose mailing address is 150 S. Palmetto Avenue, Suite 201 Daytona Beach, FL 32114, (hereinafter referred to as the “Developer”).

W I T N E S S E T H

WHEREAS, the Owners warrant that they hold legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owners/Developer have clear title of the Subject Property and the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owners/Developer desire to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owners/Developer desire to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owners/Developer has sought the City’s approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan also known as the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City’s execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record. A unity of title agreement may be executed to ensure the property is held by the Owners pending development as proposed by this Agreement.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill’s Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Any use permitted in the CC-1 Commercial Corridor District except as prohibited below under prohibited uses.

2. Building contractors storage, heavy industrial construction equipment to be permitted only behind the 8' fence as shown on the Preliminary Plan and limited to the shaded area shown on the Preliminary Plan listed as Heavy Equipment Storage Area. Storage yard hours are as follows: Mon – Sat 6 AM – 7 PM. Semi-Trucks & Heavy Equipment will only access the site through Flomich & Ridgewood.

3. Standalone ATM

B. Prohibited principal uses, if any:

1. Car wash facilities
2. Motor vehicle and marine sales, services, parts and repair
3. Self-service laundromats
4. Paint and Body Shops

C. Proposed maximum density measured in floor area ratio: 4.95 FAR

D. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase 1:

- 8'tall, 100% Opaque vinyl fence around storage yard
- Parking and Landscaping Improvements
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Phase 2:

- Demo Existing Covered Drive Through
- Construct Warehouse Addition Max 3,600 SF

E. Impervious surface is not to exceed 84% of the gross square footage for the Subject Property.

F. Minimum open space shall be 16 % of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown on the Preliminary Development Plan.

H. Minimum lot size area (in acreage or square footage): 10,000 SF

I. Minimum lot width (in feet): 100

J. Minimum yard building setbacks: (does not apply to outdoor storage)

1. Front yard (Ridgewood Ave): 25'
2. Side yard (North): 10'

3. Street side yard (Flomich): 15'
4. Rear yard (Espanola): 25'

- K. Maximum building height (in feet): 60'
- L. Minimum parking standards are as shown and stated on the Preliminary Plan.
- M. If abutting residential property, new lighting shall not exceed .5-foot candles at the property line.
- N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. If applicable, all controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- O. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. Development Permits/Fees. The Owners/Developer are responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. Site Plan/Plat Approval. The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owners/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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9. Compliance. The Owners/Developer agree that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owners/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owners/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. Obligations for Improvements. Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owners/Developer fail to undertake and complete its obligations as described in this Agreement

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13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon

the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owners/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owners/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owners/Developer, as the City and Developer may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNERS/DEVELOPER'S REPRESENTATIVES:

John Zemball, PE
Zahn Engineering, Inc.
150 S. Palmetto Avenue, Suite 201
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill

1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owners/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owners/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owners, the Developer and the City have executed this Agreement.

OWNER: Zahn Engineering, Inc

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of _____, _____, by _____, who is _____ of **Zahn Engineering, Inc**, a Florida Corporation, and who is ____ personally known to me or ____ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By:

Signature

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of _____, _____, by _____, who is _____ of **Zahn Engineering, Inc**, a Florida Corporation . and who is ____ personally known to me or ____ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence**
or ☐ **online notarization**, this ____ day of _____, ____ (year), by _____,
who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and
reliance by the City of Holly Hill, Florida

Scott Simpson, City Attorney

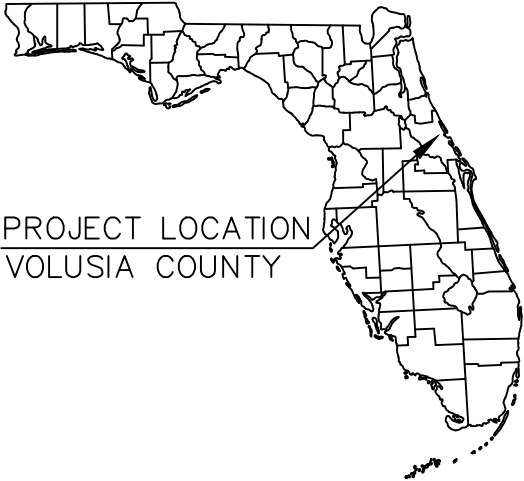
ZAHN ENGINEERING -1600 RIDGEWOOD AVE PLANNED DEVELOPMENT REZONING

LEGAL DESCRIPTION:

EXHIBIT A LEGAL DESCRIPTION

LOTS 1, 2, 3, AND THE SOUTHERLY 20 FEET OF LOT 4; TOGETHER WITH THE SOUTHERLY 20 FEET OF LOT 40; AND ALL OF LOTS 41, 42, AND 43, ALL IN BLOCK 10, RIO VISTA SUBDIVISION, AS PER MAP OR PLAT THEREOF OF RECORD IN MAP BOOK 6, PAGE 150 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING IN THE RIGHT OF WAY OF U.S. NO. 1 HIGHWAY, A/K/A RIDGEWOOD AVENUE.
LESS AND EXCEPT THAT PORTION CONVEYED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7957, PAGE 4299, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HOLLY HILL VOLUSIA COUNTY, FLORIDA



PROJECT LOCATION
VOLUSIA COUNTY

48 HOURS BEFORE YOU DIG
CALL SUNSHINE



IT'S THE LAW IN FLORIDA

SITE DATA:

OWNER: WELLS FARGO BANK N.A.		
CONTRACT PURCHASER / DEVELOPER: ECMCD HOLDINGS, LLC 150 S. PALMETTO AVE, STE 201 DAYTONA BEACH, FL 32114, (386) 252-0020		
DESCRIPTION	EXISTING	PROPOSED
ZONING:	CC-1 (GENERAL COMMERCIAL)	PD (PLANNED DEVELOPMENT)
LAND USE:	BANK	PROFESSIONAL SERVICES ENGINEERING & CONTRACTORS OFFICE
FUTURE LAND USE:	COMMERCIAL	COMMERCIAL
FLOOD ZONE:	X	X
FIRM PANEL:	12127C0218K	
SETBACK REQUIREMENTS:	REQUIRED	PROVIDED
MIN. FRONT YARD (RIDGEWOOD):	25'	25'
MIN. REAR YARD (ESPANOLA):	25'	25'
MIN. SIDE YARD (NORTH):	10'	10'
MIN. SIDE YARD (FLOMICH):	15'	15'
DIMENSIONAL REQUIREMENTS	MAXIMUM	PROVIDED
FLOOR AREA RATIO (FAR):	4.95	0.18
IMPERVIOUS SURFACE RATIO (ISR):	0.85	0.80
MAXIMUM BUILDING HEIGHT:	60'	30'

PROJECT OBJECTIVE:

THE PROPOSED PROJECT CONSISTS OF PROFESSIONAL SERVICE OFFICE TO SERVE AN ENGINEERING & CONSTRUCTION COMPANY WITH WAREHOUSE STORAGE AND ACCESSORY USES OF OUTDOOR DISPLAY & STORAGE TO SERVE THE PRIMARY USE.

PARKING INFORMATION:

PARKING REQUIRED: CC-1 (GENERAL COMMERCIAL) ZONING DISTRICT

USE CATEGORY: OF OFFICE BUILDING 4513 S.F.

1 SPACE 250 S.F. = $\frac{4513}{250} = 17$ SPACES REQUIRED + 1 HANDICAPPED SPACE

TOTAL REQUIRED = 18 SPACES

USE CATEGORY: INDUSTRIAL WAREHOUSE

0.5 SPACE / 1000 SF = 0.5 SPACE x $\left(\frac{4513}{1000}\right) = 8$ SPACES

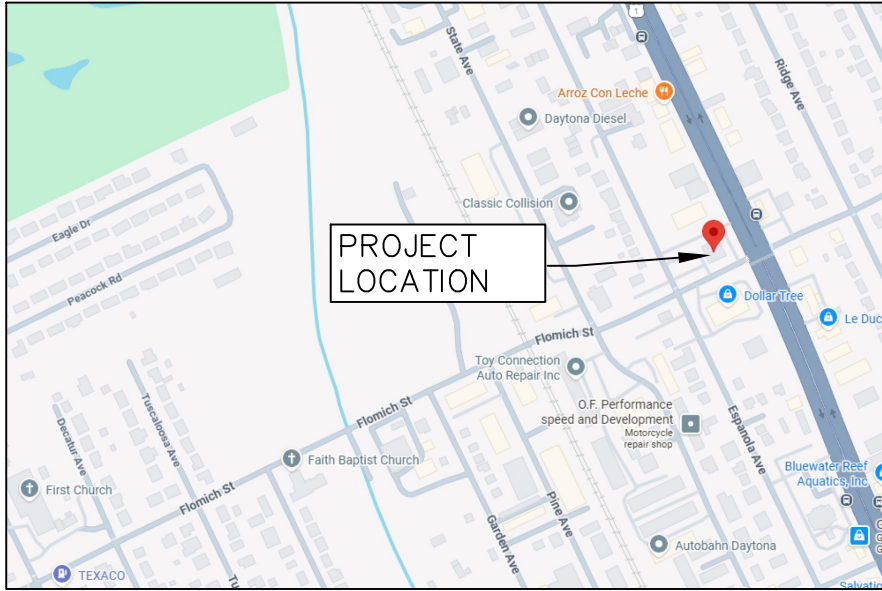
TOTAL REQUIRED = 8 SPACES

24 SPACES + 2 HANDICAP SPACES REQUIRED

25 SPACES + 2 HANDICAP SPACES PROVIDED

LOCATION MAP:

SCALE: 1" = 300'



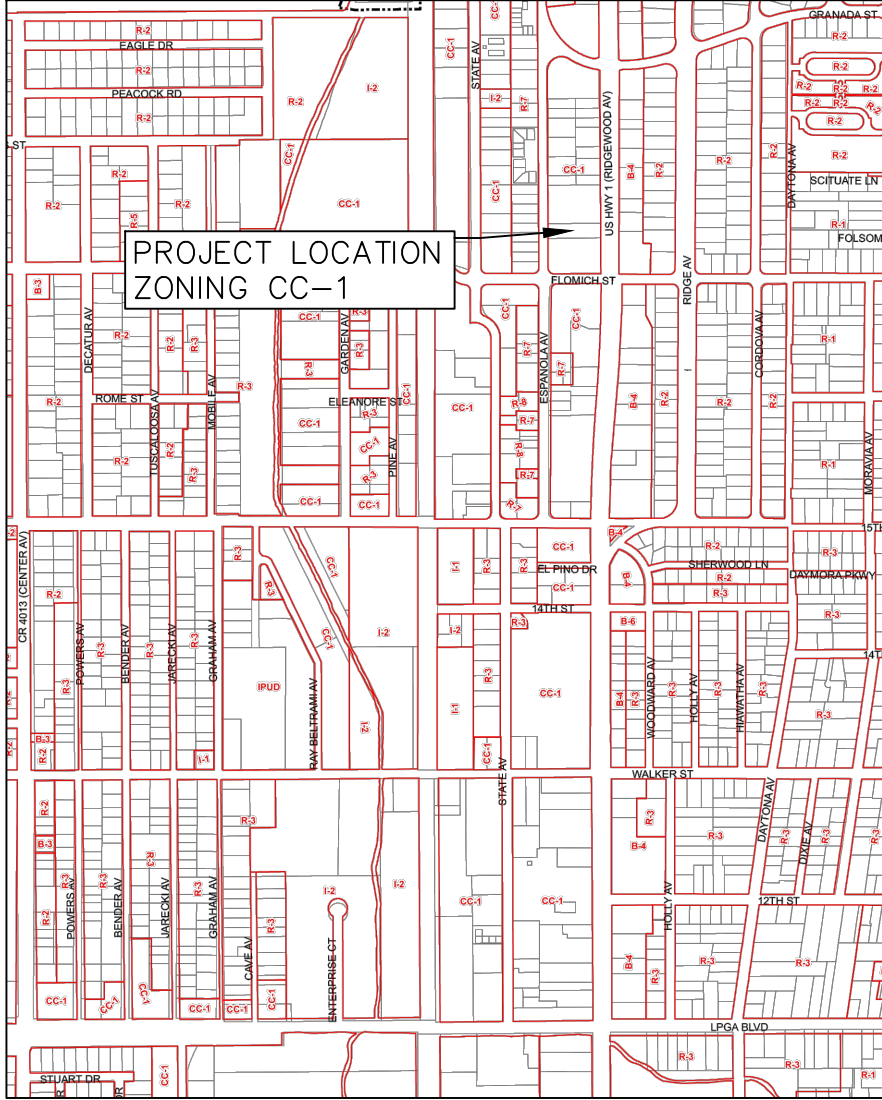
AERIAL VIEW:

SCALE: 1" = 300'



ZONING MAP:

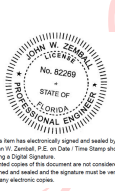
SCALE: 1" = 1000'



NO. DATE APPR. REVISION DESCRIPTION

1. 11-05-25 REVISED PER CITY COMMENTS DATED 11-03-25

NOT VALID WITHOUT SEAL



Digitally
signed by
John W.
Zemball, PE
Date:
2025.11.05
16:03:54
-05'00'

PROJECT
NUMBER

489

SHEET
NUMBER

1 of 2

COVER SHEET

ZAHN ENGINEERING - 1600 RIDGEWOOD AVE.
PD REZONING

1600 RIDGEWOOD AVE, HOLLY HILL, FL 32117

VOLUSIA

Zahn Engineering, Inc.

Civil Engineering • Land Planning • Permitting

150 South Palmetto Avenue SUITE 201 - Daytona Beach, Florida 32114

Ph: (386) 252-0020 - Fax: (386) 252-6050

www.zahneng.com

DESIGNED: JWZ

DRAWN: CMU

CHECKED: JWZ

DATE: 10-21-25

FILE: 489



ZEI
ZEI GROUP
Design • Engineering • Construction

Zeh Engineering
East Coast Marine Construction & Design
Integrated Construction & Design

























