City of Holly Hill, Florida
City Commission
Agenda | August 25, 2026

City Commission Chambers	Regular City Commission Meeting	6:00 PM

City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

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

CITY COMMISSION Members

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
Jeffrey DeLanoy

District 4 - Commissioner
VACANT

City Manager
Joe Forte

City Clerk
Jonathan Jacob

1. Call to Order

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

2. Public Comments

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

3. Approval of Minutes

1. Minutes - August 11, 2026 Regular City Commission Meeting

   (Requested by Jonathan Jacob, City Clerk)

2. Minutes - General Election - August 18, 2026

   (Requested by Valerie Manning, HHPD Office Manager)

4. 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?

5. Regular Agenda

1. Interim City Manager Employment Agreement

   (Requested by Brian Walker, Assistant City Manager)

2. Discussion Regarding Tropical Gables - 1245 Ridgewood Avenue

   (Requested by Brian Walker, Assistant City Manager)

6. Public Hearings - None

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

7. Communications

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

8. Adjournment

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

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

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

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

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

City Commission
Minutes • August 11, 2026

City Commission Chambers	Regular City Commission	6:00 PM

City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117
City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448

1. Call to Order

The meeting was called to order at 6:01 PM.

Present:
Mayor John Penny
City Commissioner Debra Snow
City Commissioner Penny Currie, Vice Mayor
Absent:
City Commissioner Jeffrey DeLanoy arrived at approximately 6:10 PM

Invocation was led by Pastor Chuck Mckewon

Pledge of Allegiance was led by Mayor John Penny

2. Presentations

1. Team Volusia Economic Development Corporation — Presentation by Keith Norden

   (Requested by Becki Leggett, Economic Development Manager)

   Keith Norden, President and CEO of Team Volusia Economic Development Corporation, presented a PowerPoint presentation.
   Commissioner DeLanoy mentioned that you don't realize how much has been done by the organization until it has been brought to one's attention.
   Commissioner Snow asked if they could bring it down to Holly Hill, and what projects had been done in Holly Hill.

3. Public Comments

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

Kristina Bolin, Holly Hill
Danielle LaTona, Holly Hill
Dawn Bolin, Holly Hill
John Raferd, Holly Hill

4. Approval of Minutes

1. Minutes - July 28, 2026 - Regular Commission Meeting

   (Requested by Jonathan Jacob, City Clerk)

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

2. Minutes - July 28th, 2026 - Budget Workshop - General Fund

   (Requested by Jonathan Jacob, City Clerk)

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

5. Consent Agenda

1. 2026-2027 Holiday Calendar

   (Requested by Jonathan Jacob, City Clerk)

Motion to Approve	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey Delanoy
Nays:	None

2. Restated Agreement to the property now owned by Valley National Bank located at 1451 North Nova Road

   (Requested by Joseph Forte, City Manager)

Motion to Approve	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey Delanoy
Nays:	None

3. 2026-R-48 - Recognition of Insurance Claim Reimbursement Revenue

   (Requested by Michele Moore, Finance Director)

   RESOLUTION 2026-R-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO RECOGNIZE INSURANCE CLAIM REIMBURSEMENT REVENUE AND APPROPRIATE SUCH REVENUE TO THE APPROPRIATE FLEET DEPARTMENT EXPENDITURE ACCOUNTS FOR FLEET REPAIRS AND OPERATING SUPPLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received insurance claim reimbursements totaling $50,533.22 during Fiscal Year 2025-2026 that were not included in the adopted budget;

WHEREAS, it is necessary to amend the Fiscal Year 2025-2026 Budget to recognize the receipt of the insurance reimbursement revenue and establish the corresponding expenditure appropriations within the Fleet Department budget; and

WHEREAS, approval of this budget amendment will ensure the City's budget accurately reflects the receipt of insurance reimbursement revenue and the related expenditure authority.

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

SECTION 1. Budget Amendment Approved. The City Commission hereby approves the budget amendment as set forth in Attachment A, with the supporting detail contained in Attachment B, recognizing insurance claim reimbursement revenue in the amount of $50,533.22 and appropriating those funds to the applicable Fleet and Operating expenditure accounts.

SECTION 2. Implementation. The City Manager, Finance Director, and other appropriate City officials are authorized to take all actions necessary to implement the provisions of this Resolution.

SECTION 3. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect August 11, 2026.

APPROVED AND AUTHENTICATED on this 11th day of AUGUST 2026.

Motion to Approve	
Result:	**Passed [UNANIMOUS]**
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey Delanoy
Nays:	None

6. Regular Agenda

1. 2026-R-49 - Sewer Grant for the City's Supplemental Appropriation for Hurricanes Helene and Milton

(Requested by Josef Grusauskas, Public Works Director)

RESOLUTION 2026-R-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE LOAN AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 641OD (Holly Hill I&I and BTU Resilience) as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawaii's Wildfires (SA-HMW); and

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

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

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

SECTION 2. The City Commission approves loan agreement WW6410D0 from the FDEP's CWSRF SA-HMW in the amount of $19,166,503 to finance the Holly Hill Infiltration & Inflow (I&I) and Biological Treatment Unit (BTU) Resilience project.

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

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

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

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

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

SECTION 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 11th day of AUGUST 2026.

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

2. 2026-R-50 - Water Grant for the City's Supplemental Appropriation for Hurricanes Helene and Milton

(Requested by Josef Grusauskas, Public Works Director)

RESOLUTION 2026-R-50
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE LOAN AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities and wastewater conveyance systems; and
WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and
WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 641OD (Holly Hill water main improvements) as eligible for available funding from the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawaii's Wildfires (SA-HMW); and
WHEREAS, the City of Holly Hill, Florida has received the no pay-back loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing DW6410C0.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:
SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.
SECTION 2. The City Commission approves loan agreement DW6410C0 from the FDEP's CWSRF SA-HMW in the amount of $2,856,873 to finance the Holly Hill State Street Water Main replacement project.
SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.
SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan agreement.
SECTION 5. The mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The mayor is authorized to represent the city in carrying out the City's responsibilities under the loan agreement. The mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.
SECTION 6. The legal authority for borrowings to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.
SECTION 7. All resolutions or part of resolutions in conflict with any of the provisions of this resolution are hereby repealed.
SECTION 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.
SECTION 9. This Resolution shall become effective immediately upon its adoption.
APPROVED AND AUTHENTICATED on this 11th day of AUGUST 2026.

Commissioner DeLanoy reminded the audience that they receive the agendas well before the Commission meetings to review which is why they go through the items so quickly.

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

7. Public Hearings

8. Communications

1. Proclamation - Joseph Forte's - Retirement - 36 Years of Public Service to the City of Holly Hill

Mayor Penny read and presented a Proclamation honoring City Manager Joseph "Joe," Forte's 36 years of Public Service. The following individuals spoke about the impact that Mr. Forte has had on their lives.

Ken Parker presented Mr. Forte with a lifetime membership to ICMA.
Mayor Penny presented Mr. Forte with a plaque from the City of Holly Hill.
City Commissioner Debra Snow
City Commissioner Penny Curry
City Commissioner Jeffrey DeLanoy
City Attorney Scott Simpson
Mayor John Penny
Dora Forte - Joe's wife
Brittany — Joe's daughter
Ashley — Joe's daughter
Gilles Blais - Former Commissioner
John Daniel, Ormond Beach, Owner of Sorrentos
Assistant City Manager Brian Walker
Rick Derkins, Holly Hill
Claudia Penny, Holly Hill
Becki Leggett, Economic Development Manager
Tina Lynch, Holly Hill
Jim Cameron
Jeaneen Witt, HR Manager
Donna Dungee, Planning and Zoning
Valerie Manning, Police Office Manager
Roland Via, former Mayor
Phil Wahby, Holly Hill
Chris Via, former Mayor

Joe Forte spoke of his life and times in 36 years of public service.

9. Adjournment

There being no further discussion, the meeting was adjourned at approximately 8:20 PM.

MINUTES
CITY OF HOLLY HILL, FLORIDA
GENERAL ELECTION

August 18, 2026

1. Election Summary Report – Group Detail – Official Results

These are the total number of percentages and votes from the City of Holly Hill's municipal election held on Tuesday, August 18, 2026.

***** Official Results *** CERTIFICATE OF COUNTY CANVASSING BOARD**
VOLUSIA COUNTY

☆ City Commissioner District 2 Holly Hill (Vote For 1)

Participating Precincts Reporting: 4 / 4 — Precinct Details — Show Detailed View

Choice	Percent	Votes
Mike Cerbo	41.37%	693
Carmen Ruiz	58.63%	982
		1,675

Attest:

Valerie Manning
City Clerk, CMC (*former*)

TO: Mayor and Members of the City Commission
FROM: City Staff
DATE: August 25, 2026
SUBJECT: Appointment of Brian Walker as Interim City Manager and Employment Agreement

BACKGROUND

The proposed agreement formally appoints Brian Walker as Interim City Manager and establishes the duties, compensation, benefits, and terms of employment for the position. The Interim City Manager will perform the duties and responsibilities established by the City Charter and City Code and other duties assigned by the City Commission.

The agreement remains in effect until terminated by the City or the Interim City Manager. The Interim City Manager serves **at the pleasure of the City Commission**, which may terminate the appointment by majority vote. Upon termination, Mr. Walker may return to his previous position of Assistant City Manager/Community Development Director under the terms provided in the agreement.

KEY CONTRACT TERMS

- **Effective Date:** September 4, 2026, at 5:00 p.m.
- **Annual Salary:** $145,000, payable biweekly. This represents an increase of $21,804 from the current salary of $123,196.
- **Performance Evaluations:** Generally, every six months.
- **Vehicle Allowance:** $300 per month.
- **Mobile Phone:** City-provided phone with data service **or** provide $50.00 per month as a mobile phone and data allowance.
- **Benefits:** Health, dental, life and disability insurance, retirement contributions, PTO, and holidays consistent with the agreement and applicable City policies.
- **Professional Development:** City payment of applicable professional dues and approved conference and training expenses.
- **Work Requirement:** Minimum of 40 hours per week, with additional time as necessary to fulfill the duties of the position.
- **Termination:** The Interim City Manager serves at the pleasure of the City Commission and may be terminated by majority vote.
- **Resignation:** Thirty days' written notice is required. Mr. Walker may return to his previous City position or voluntarily resign from City employment.
- **Indemnification:** The City will provide indemnification as permitted by law for qualifying acts performed in the scope of official duties.

FISCAL IMPACT

The proposed annual salary is **$145,000**, an increase of **$21,804 annually** over Mr. Walker's current salary, in addition to applicable benefits and other compensation provided under the agreement.

Funding will be provided through the City's adopted budget and applicable personnel expenditure accounts.

CITY COMMISSION ACTION

Staff recommends that the City Commission:

1. Approve the appointment of **Brian Walker as Interim City Manager**, effective September 4, 2026, at 5:00 p.m.;
2. Approve the proposed **Interim City Manager Employment Agreement**; and
3. Authorize the **Mayor to execute the agreement** on behalf of the City.

ATTACHMENT: Proposed Interim City Manager Employment Agreement

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Holly Hill, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and Brian Walker (hereinafter referred to by name or as "Interim City Manager").

W I T N E S S E T H:

WHEREAS, the City desires to employ Brian Walker as Interim City Manager of the City of Holly Hill, Florida, as provided for in Section 3; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the Interim City Manager and to establish conditions of employment applicable to the Interim City Manager; and

WHEREAS, Brian Walker desires to continue employment with the City of Holly Hill as Interim City Manager of the City of Holly Hill under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Holly Hill hereby hires and appoints Brian Walker as its Interim City Manager, under the terms established herein, to perform the duties of the City Manager and functions specified in the City Charter and the City Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign.

B. The City's employment of Brian Walker as Interim City Manager shall be effective 5:00PM, September 4, 2026. This Agreement shall remain in effect until terminated by the City or by the Interim City Manager as provided herein.

Section 2. Salary.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the Interim City Manager an annual base salary of $145,000.00

(One Hundred and Forty-Five Thousand Dollars 00/100) per year, which is $21,804 above the current salary of $123,196, payable in bi-weekly installments at the same time as City Employees are paid.

B. Should the City's general fund employees receive a wage increase, the Interim City Manager shall receive an increase commensurate to the City's Department Heads.

C. Should the Interim City Manager return to his previous position, any wage increases or pay plan market increases will be applied to his previous salary.

D. The City may also increase said base salary and/or other benefits of the Interim City Manager in such amounts and to such an extent as the City Commission may determine desirable on the basis of Performance Evaluations of the Interim City Manager.

E. Written evaluations shall be in such form as the Commission deems appropriate and shall be typically performed every six months.

F. The City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. The Interim City Manager shall have the duties, responsibilities and powers of City Manager under the Charter and Ordinances of the City of Holly Hill, and such other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign. The Interim City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability, in a professional and competent manner.

B. The Interim City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform the duties under this Agreement. The Interim City Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Commission, provided that such activities shall not interfere with his primary obligation to the City as its Interim City Manager. The Interim City Manager shall be generally required to be on duty during the City's normal business hours and shall dedicate no less than a minimum of forty (40) hours per work week in the performance of his duties. The Interim City Manager understands that he will devote the time necessary to perform his duties and functions even if it requires an excess of forty (40) hours per work week.

C. In the event the Interim City Manager serves, with the approval of the City Commission, on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities; and any monies are paid, or gifts received, by the Interim City Manager related to such service; such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Commission.

Section 4. Automobile Usage and Communications Equipment

The Interim City Manager is required to be on call for twenty-four-hour service. In recognition thereof:

The City shall provide the Interim City Manager with a vehicle allowance in the amount of $300.00 per month.

The Interim City Manager shall have the option of either a City-issued mobile phone with data service for the purpose of conducting City business or receiving $50.00 per month as a mobile phone and data allowance for this purpose.

Section 5. Dues and Subscriptions

The City agrees to pay the Interim City Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of the Interim City Manager as are approved in the City's annual budget (on a line-item basis) or as authorized separately by the City Commission.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for the Interim City Manager's travel to and attendance at the Florida City and County Management Association's (FCCMA) annual conference, International City Manager's Association (ICMA) and/or the Florida League of Cities' (FLOC) annual conference. The City may choose to pay for the Interim City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Commission in the annual budget.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations and encourages the Interim City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas. The City Commission may require the Interim City Manager to participate in organizations for the good of the City, and may restrict the Interim City Manager from participating in organizations where such participation would be detrimental to the City. If the City does require any such membership, it shall budget for reasonable membership fees and/or dues to enable the Interim City Manager to become an active member.

Section 8. Paid Time Off (PTO) Leave and PTO Buyout

Upon the commencement of this Agreement, the Interim City Manager shall maintain his current bank of accrued Personal Leave (P/L). Thereafter, the Interim City Manager shall accrue PTO annually in the same manner as the City's Employees at the same level of accrued years of experience, recognizing his years of service and experience as an Interim City Manager or equivalent. Maximum accrued leave shall be in accordance with the offer of employment letter dated August 25, 2017. If applicable, the Interim City Manager may elect to participate in the annual PTO Buyout program.

Section 9. Holidays

The Interim City Manager is entitled to the same paid holidays as the City's Department Heads.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to provide health, dental, life insurance and disability insurance in the same manner as the City's employees. Such coverage will be effective upon execution of this Agreement.

Section 11. Retirement.

The City agrees to continue to pay, on an annual basis, an amount as established in the Florida Retirement System (FRS) for the employment class as a City Manager. Such payments shall be payable in installments at the same time as other retirement contributions are paid for the City's Department Heads.

Section 12. Termination by the City and Severance Pay

A. The Interim City Manager shall serve at the pleasure of the City Commission, and the City Commission may terminate Brian Walker's position as Interim City Manager by majority vote and Brian Walker shall be entitled to return to his previous position of Assistant City Manager/Community Development Director, with the City of Holly Hill with the provisions of *Section 2. Salary.* C. being applied.

B. Except as otherwise expressly provided in this Agreement, the Interim City Manager shall not be entitled to, and expressly waives, any notice, substantive or procedural requirement, hearing, or right regarding his continued employment as the Interim City Manager as may be provided for in the City Charter, Code, Personnel Rules and Regulations or by practice. The Interim City Manager shall retain all such rights, however, upon his return to his previous position.

Section 13. Resignation by the Interim City Manager

The Interim City Manager may resign under this Agreement at any time by delivering to the City Commission a written statement of resignation not later than thirty (30) days prior to the effective date of same. If the Interim City Manager resigns his position as Interim City Manager, he may either:

a) Return to his original position as Assistant City Manager/Community Development Director, in which he shall be entitled to the provisions of *Section 2. Salary.* C. or;
b) Voluntarily resign his employment with the City, following which the City shall pay the Interim City Manager any and all salary accrued and unpaid as of the date of his resignation from the City, and any accrued and unused benefits following the date of resignation in the same manner as such would be paid out for City Employees. Following payment as set forth in this Section 13.b, the City shall have no further financial obligation to the Interim City Manager pursuant to this Agreement. This subsection shall not prevent the Interim City Manager from collecting any money earned as a result of participation in any deferred retirement program or any other pension or retirement benefit program.

Section 14. Disability

If the Interim City Manager becomes permanently disabled or is otherwise unable to perform his duties for an extended period of time because of sickness, accident, injury, mental incapacity or health, the City shall have the option to terminate Interim City Manager, except as prohibited by applicable law and City Personnel Policy.

Section 15. Indemnification.

Except as prohibited by applicable law, the City shall defend, save harmless, and indemnify the Interim City Manager against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance the Interim City Manager's duties or resulting from the exercise of judgment or discretion in connection with the performance of his assigned duties or responsibilities. The City shall maintain the right to compromise and settle any such claim or legal action and pay the amount of any settlement. However, the City's obligation shall not apply if the act or omission occurred while the Interim City Manager was acting outside the course and scope of his employment, or was committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed during his employment as Interim City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the Interim City Manager under a policy, regulation, ordinance or law.

Section 17. Code of Ethics

The Interim City Manager agrees to comply with the "Code of Ethics" promulgated by the International City Manager's Association (ICMA).

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Interim City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by both parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in Volusia County, Florida. The parties agree that any such enforcement action shall be non-jury.

F. Upon Interim City Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to their designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement;

3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and have had access to an attorney accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be September 4, 2026 at 5:00pm.

CITY OF HOLLY HILL	INTERIM CITY MANAGER
____________________________	________________________________
John Penny, Mayor	Brian Walker
Witnesses for City:	Witnesses for Interim City Manager:
____________________________	________________________________
Print Name:__________________	Print Name:______________________
Date: _______________________	Date: ___________________________
And	And
____________________________	________________________________
Print Name:__________________	Print Name:______________________
Date: _______________________	Date: ___________________________

LAW OFFICE
OF
SCOTT E. SIMPSON, P.A.
Attorney and Counselor at Law

Suite A, Granada Oaks Professional Building
595 West Granada Boulevard
Ormond Beach, Florida 32174
(386) 677-3431-Telephone
(386) 673-0748-Telefax
Website: ormondlegal.com
Email: scott.scottsimpsonlaw@gmail.com

TO: Mayor and City Commission
FROM: Scott E. Simpson, City Attorney
DATE: August 20, 2026
RE: 1245 Ridgewood (Tropical Gables) Code Lien Collection

* * MEMORANDUM * *

The City has had a long-standing code enforcement case with the property located at 1245 Ridgewood which has a motel operating on the property known as Tropical Gables. The property owner refused to correct the numerous code violations, which resulted in the property continuing to deteriorate. Due to the lack of corrective action by the property owner and the continued deterioration, in 2023 City Administration referred the code case to me to pursue collection of the code fine, which had accumulated to $346,450.00. Pursuant to State law, the code fine is deemed a judgment and can be collected as a judgment utilizing a Sheriff's sale. The process requires having the code fine declared by a judge to be a final judgement and authorize the Clerk of Court to issue a Writ of Execution. The Writ of Execution is delivered to the Sheriff's office along with the necessary paperwork for the Sheriff to sell the asset and the payment of fee to the Sheriff.

The above process has been completed and the Sheriff's sale is scheduled for September 1, 2026. Getting to this point has taken a long time due in part to multiple hearings before Judge before he entered the Final Judgement and authorized the issuance of the Writ of Execution. The Judge provided the property owner with multiple opportunities to submit a remediation plan to the City and the Court to allow the property owner to make repairs and keep her property. During this time the City also provided the property owner with extended time to try to resolve this issue before bringing the matter back before the Judge. One reason the City, and I believe the Judge, delayed pursing this action is because the property owner is elderly, who appears to have some health issues and there are no liens on this property other than the City's code enforcement lien. Normally when we have deteriorated property with code violations, there are other liens on the property and the owner has very little, if any, equity in the property. This property is unique in that there are no other liens on the property, and we didn't want her to lose any equity she had in the property, if possible. City Administration previously provided the property owner with time to sell the property, but the property owner's listing price was significantly above fair market value leading City Administration to conclude that this was not a good faith attempt to sell the property.

Unfortunately, despite repeated opportunities to address the code violations or to sell the property and it being fully explained multiple times that her property would be sold at a Sheriff's sale if nothing occurred, the property owner failed to take action to correct the code violations.

The City has been contacted by a local attorney who has been trying to help the property owner. He had general contractors inspect the property but due to the significant code issues, no plan to repair the property was submitted. City Administration is not willing to agree to continue the Sheriff's sale as a viable repair plan has not been submitted and the City has provided numerous opportunities to the property owner to submit remediation plans, but nothing occurred. Furthermore, if we stop the sale on September 1, 2026, and the property is not repaired, the Sheriff cannot just reschedule a new sale date. The City would have to get a new Writ of Execution from the Clerk of Court and file a new application with the Sheriff and pay a new application fee, which is $2,500.00.

City Administration believes the best, and maybe only solution, is for the property to have a new owner who will address the code violations. For that reason, City Administration believes it is important for the property to be sold at the Sheriff's sale on September 1, 2026. There are legal options the property owner could pursue that would stop the Sheriff's sale on September 1, 2026, and delay it until some date in the future. One such option is filing bankruptcy. There are potentially other legal challenges that could be filed to challenge the code lien and process. The property owner has agreed to waive these claims and allow the Sheriff's sale to continue in exchange for the City agreeing that the City would retain only $115,000.00 of the net sale proceeds and would pay to the property owner any net sale proceeds in excess of this amount. Basically, we agree to reduce our code lien as part of the sale of the property, which is what we typically do. What is different this time is the property is being sold at an auction, so we do not know who the buyer will be. Therefore, the City cannot make a deal with the buyer to do certain repairs within a certain period of time and when completed the City will satisfy the lien upon payment of the reduced fine amount. If the buyer does not correct the code violations on this property, the City will pursue code enforcement against the new owner.

I also want to note that we cannot have the property owner waive the right to seek bankruptcy, as such an agreement is unenforceable. That is why the proposed Agreement says she will not file bankruptcy but if she does, the deal is terminated. I did include that she waives the automatic stay provided in bankruptcy as the law does allow such a provision under certain circumstances. If the property owner seeks legal action before the Sheriff's sale, this Agreement is a nullity. If the property owner seeks legal action after the Sheriff's sale, the property owner must repay the City any of the net sale proceeds the City paid to the property owner under the Agreement. Also, the City is not obligated to make any bid at the Sheriff's sale.

City Administration recommends the City Commission approve this Agreement. This Agreement is the best available option to insure the Sheriff sale occurs on September 1, 2026, and $115,000.00 will compensate the City for all costs incurred and staff time.

AGREEMENT

WHEREAS, Javors U. Yong (Owner) is the owner of the real property located at 1245 Ridgewood Avenue, Holly Hill, Florida upon which a motel known as Tropical Gables operates (Property).

WHEREAS, the Property has code violations that existed for years which resulted in code enforcement action by the City of Holly Hill (City) and the accumulation of daily fines over years totaling to $346,450.00.

WHEREAS, due to the Owner's failure to correct the code violations, the City has pursued collection of the above lien through a Sheriff's sale of the Property, which is scheduled for September 1, 2026.

WHEREAS, the City would like to assure that the Sheriff's sale proceeds so there is a change in the ownership of the Property, which should facilitate the correction of the code violations and rehabilitation of the Property.

WHEREAS, the City has agreed that the maximum amount of net sale revenue the City will receive from the Sheriff's sale of the Property shall be $115,000.00. The City agrees to pay to the Owner all net sale revenue received by the City from the Sheriff's sale in excess of $115,000.00. The City is under no obligation to make any bid at the Sheriff's sale to try to increase the sale price. The amount bid by the City, if any, is at the sole discretion of the City and the amount bid cannot be claimed as a basis for any claim against the City, including breach of this Agreement.

WHEREAS, in exchange for the City agreeing to the above, the Owner agrees to waive and release the City from any and all claims, challenges, causes of action, whether based on State or Federal Law, that the Owner may have regarding all code enforcement action by the City against the Property, including the collection of the accumulated liens. This waiver and release include challenging the lien amount as excessive, the lien constitutes an unlawful taking of property, violates procedural due process, lack of proper notice or any other equitable or legal claim. Furthermore, Owner agrees not to seek bankruptcy protection and waives any automatic stay of bankruptcy.

WHEREAS, if the Owner violates this Agreement by filing any legal action prohibited above before the Sheriff's sale, in addition to any other judicial relief, this Agreement shall be considered null and void, the City shall not be obligated to pay any of the net sale proceeds to the Owner. In the event the Owner files any legal action after the Sheriff's sale, in addition to any other legal relief, the City has the option to seek repayment from the Owner of any amount paid by the City to the Owner.

WHEREAS, Owner hereby represents that she is the owner of the property and has full authority to agree to the terms and conditions contained herein and that no other party is required to approve this Agreement.

WHEREAS, the City hereby represents that this City Commission approved the terms and conditions of this Agreement and authorized the execution thereof.

WHEREAS, this Agreement shall be governed by Florida Law. Venue for any litigation shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida. The prevailing party in any litigation shall be entitled to be reimbursed reasonable attorney fees and costs.

City of Holly Hill

By:______________________

Title:______________________

Date:______________________

Javor U. Yong

Date: 8/21/26