

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • MARCH 7, 2022

City Commission Chamber

BOPA Regular Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

PLANNING & APPEALS BOARD MEMBERS

Chairman
Mike Myer

Board Member
Robin D. Hanger

Board Member
Tony Cassata

Board Member
Dennis Smith

Board Member
Loretta Arthur

CITY PLANNER
Brian Walker

Building & Zoning
Eleni Deligianis

I. CALL TO ORDER**II. INVOCATION****III. PLEDGE OF ALLEGIANCE****IV. BOPA MINUTES APPROVAL**

1. December 2021 Minutes

(Requested by Eleni Deligianis, Board of Planning and Appeals)

V. AGENDA ITEM**VI. ORDINANCES**

1. Ordinance An Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Comprehensive Planning; Adopting Updates to the City's 5-Year Capital Improvements Schedule Within the City's Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance An Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Volusia Sports and Storage Center Business Planned Unit Development (Bpud) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

VII. OLD BUSINESS**VIII. BOARD/STAFF COMMUNICATIONS****IX. ADJOURNMENT**

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

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



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



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

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



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

4.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: March 7, 2022
FROM: Eleni Deligianis
SUBJECT: December 2021 Minutes
NUMBER: (ID # 3665)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from December 6, 2021 BOPA Meeting

MOTION:

Approve as submitted by staff.

- BOPA - December 2021 Minutes (PDF)
- Robin Hanger - Form 8B (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • DECEMBER 6, 2021

City Commission Chamber

BOPA Regular Meeting

6:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

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

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Robin D. Hanger	Board Member	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	
Loretta Arthur	Board Member	Excused	

II. INVOCATION

Invocation was led by Mike Myer.

III. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mike Myer.

IV. BOPA MINUTES APPROVAL

Minutes were approved. Motion to approve minutes by Arthur Byrnes and seconded by Tony Cassata.

- Minutes - September 7, 2021

(Requested by Eleni Deligianis, Board of Planning and Appeals)



V. MINUTES APPROVAL

VI. AGENDA ITEM - NONE

VII. ORDINANCES

- An Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date AND 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 AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT a FROM MH-1 (MOBILE HOME) TO CC-1 (COMMERCIAL COORIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Brian Walker, Community Development Director/City Planner summarized his staff report.

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road Non the north side of 8th Street. The parcel is more specifically known as 1012 8th Street. (CPA-2021-04) and (Z-2021-05) (Thomas Bonarrigo, Applicant).

The Applicant petitioned that the property in question be annexed into the City of Holly Hill. At its regular meeting on October 12th, 2021, the City Commission voted unanimously to approve the annexation.

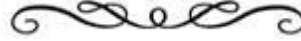
Now that the property is within the jurisdictional limits of the City of Holly Hill, the Applicant is requesting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill). Property Appraiser records indicate the property is currently vacant.

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of the infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste are summarized below and shown in more detail in **Exhibit G** titled, Infrastructure Impact Analysis. (**Note:** The document in Exhibit G states that the proposed zoning is light industrial. However, the proposed zoning is CC-1 (Commercial Corridor), not light industrial. The analysis of impacts however, is based on the future land use, not zoning, and such analysis is within the document is sound.)

Staff recommends the City Commission adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and Adopt the proposed Ordinance enacting a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road N on the north side of 8th Street and more specifically known as 1012 8th Street.

Motion to recommend to adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ to General Commercial. Motion to approve by Robin Hanger and seconded by Dennis Smith. Motion to adopt the proposed

Ordinance enacting a rezone from MH-1 to CC-1 for 1.25 acres located approximately 350 feet west of Nova Rd N on the north side of 8th Street and more specifically known as 1012 8th St. Motion to approve by Arthur Byrnes, seconded by Tony Cassatta.



2. An Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text Allowing Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, to be Developed as a Recreational Vehicle Park, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Brian Walker, Community Development Director/City Planner summarized his staff report.

(Robin Hanger submitted Form 8B Memorandum of Voting Conflict For County, Municipal, And Other Local Public Offers) Please see the attachment.

Consider a text amendment to the City's comprehensive plan to allow a recreational vehicle park to be located on certain specific parcels having the Wholesale Commercial and Industrial and Low Density Residential future land uses. The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of

Tuscaloosa Avenue and are specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant)

The City has been experiencing positive growth in the field of recreational facilities and special events. Pictona is an example of a large recreational facility recently completed in the City. It is one of the largest dedicated Pickleball facilities in the State. With a second phase to the facility in process, there will be increased activity in the way of monthly and overnight tournaments. The facility already hosts tournaments that cover several days involving hundreds of participants, and that bring people from outside of the area - many of whom arrive in recreational vehicles. The City also hosts special events such as an annual overnight art show that brings artist from outside of the area, and who travel in recreational vehicles that accommodate their artwork and equipment. The overnight stays that occur because of increased recreational tournament activity and special events, have generated the need for a local venue that can accommodate recreational vehicles for several days. The City does not have such a venue and many attendees to events spanning several days find accommodations in nearby cities, instead of the City of Holly Hill. While the City desires to have such a venue, it does not have a land use that allows recreational vehicle parks. It is not the City's desire to amend one of the current land uses to allow such parks, nor is it the City's desire to create a new land use for this purpose. In order to address the need for a location that could serve as a recreational vehicle park, the City has encouraged the efforts of an applicant who has

sought to identify a specific area and specific parcels that could be used for such a purpose. Working with the engineering firm Zev Cohen and Associates, Inc., the applicant has come to the conclusion that the parcels outlined in **Exhibit A**, are well suited for such a park. The site has been analyzed in terms of facility impacts, impacts to the adjacent neighborhood, its ability to further the goals of the comprehensive plan, and its ability to meet all requirements of the Volusia County Health Department. The entire site consist of 4 parcels. According to the Property Appraiser's Office, the acreages are as follows: 19.23, 1.38, .92 and 2.07 for a total of 23.6 acres. The largest parcel containing 19.23 acres has a future land use of wholesale commercial and industrial. The remaining 4.37 acres have a future land use of low density residential. The underlying future land uses are not being changed. The City is seeking a specific text amendment to the comprehensive plan that will permit the use of a recreational vehicle park as defined in Chapter 513 Florida Statutes (**see sheet labeled Definitions**) on the specific parcels identified. If an applicant seeks to develop the site as a recreational vehicle park, the site will be required to be rezoned via the planned development process in order to guarantee that specific performance measures such

Staff finds that the proposed text amendment is consistent with the City's Comprehensive Plan. The text amendment supports economic development and the recreational vehicle park that such an amendment would permit, will have less impacts than an industrial use built out to the maximum capacity permitted under the existing land uses.

Staff recommends adoption the proposed Ordinance for a text amendment to the City's comprehensive plan to allow an recreational vehicle park on certain specific parcels identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich Street, having the Wholesale Commercial and Industrial and Low Density Residential future land uses, and request approval to transmit said proposed Ordinance to the Department of Economic Opportunity and related review agencies.

Mark Karet - Planning Director for Zev Kohen spoke on behalf of the project.

11 Members of the Public Spoke in favor of the recommendation of the adoption:

Heidi Heller - 460 Ridgewood Avenue

Jeff Prater - R&R Industries

Tina Lynch - 500 Peacock Road

Lynn Smith - 107 7th St

Snake Andress - 433 Walker Street #5G

Mike Englit - Not a Holly Hill Resident

Alex Budzilek- 490 Eagle Drive

John Butterfield - 501 Peacock Road

Reiner Martens - 1060 Ridgewood Avenue

Chester Giles - 213 Harpers Ferry - Not a Holly Hill Resident

Mark Madden - 261 Ridgewood Avenue

6 Members of the Public Spoke against the recommendation of the adoption:

Jason Clivette - 1586 Tuscaloosa Ave

Phil Laramore- 1581 Mobile Avenue
Barbara Osborne - 521 Peacock Road
Ariel Cavanah- 1511 Decatur Avenue
Kimberly Dibble - 824 Lakewood Avenue
Debbie Griffin - 1613 Decatur Avenue

Motion to adopt the proposed Ordinance for a text amendment to the City's comprehensive plan to allow an recreational vehicle park on certain specific parcels identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich Street, having the Wholesale Commercial and Industrial and Low Density Residential future land uses, and request approval to transmit said proposed Ordinance to the Department of Economic Opportunity and related review agencies. Motion to approve by Arthur Byrnes and seconded by Tony Cassata.



VIII. OLD BUSINESS

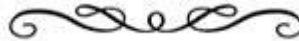
None.

IX. BOARD/STAFF COMMUNICATIONS

1. Discussion and Approval of BOPA 2022 Meetings Scheduled

(Requested by Eleni Deligianis, Board of Planning and Appeals)

Proposed 2022 Schedule was approved.



X. ADJOURNMENT

This meeting was adjourned at 7:47PM.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>HANGER ROBIN DAVID</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>BOPA</i>	
MAILING ADDRESS <i>950 LIDGEMOOD AVE</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>HOLLY HILL</i>	COUNTY <i>VOL</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>12-6-21</i>		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, ROBIN D. HANGER, hereby disclose that on 12-6-21, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I AM ABSTAINING FROM THE VOTE OF COMP PLAN TEXT AMENDMENT AS IT SPECIFICALLY APPLYS TO PROPERTY I HAVE CONTRACT TO BUY

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12-6-21
Date Filed

Robin D. Hanger
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

Board of Planning and Appeals
Ordinance

MEETING DATE: March 7, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Volusia County, Florida,
Relating to Comprehensive Planning; Adopting Updates to the
City's 5-Year Capital Improvements Schedule Within the
City's Capital Improvements Element in Accordance with
Florida Law; Providing for Repeal of All Ordinances and
Parts of Ordinances in Conflict Herewith; Providing for
Severability; and Providing an Effective Date.
NUMBER: (ID # 3651)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION: State law requires that each year the City update its five-year program for capital improvements to keep the City's Comprehensive Plan in compliance with state requirements. The Capital Improvements Element (CIE) update must be adopted by ordinance. This report contains the proposed update to the City's CIP for the five-year period covering FY 2021-22 through FY 2025-26, referenced as Exhibit A. There are no revisions to the adopted goals, objectives and policies of the approved Capital Improvements Element.

BACKGROUND: The five-year CIE update is done each year after the City Commission finishes its budget preparation. This timing allows the budget to reflect the most current priorities for capital programs. Projects that have been completed are deleted from the program, and City departments are contacted regarding additional projects and priorities that may be necessary and included in the update to the five-year program. Where cost estimates for scheduled projects have changed, the costs are modified as necessary.

The CIE in the Comprehensive Plan is a plan for anticipated capital projects and not a fixed budget. It is expected that the timing of projects will change as projects move toward implementation; individual project priorities change; and new opportunities arise. While funding sources are identified with each project, it is not unusual that some funding sources will change as individual projects are implemented and the availability of funds from varying sources changes over time.

While the capital projects are on this list because they support and/or expand the services available to the citizens of Holly Hill, under state law the only projects that must be done are projects that address deficiencies in or maintenance of the designated levels of service for water, sewer, storm-water, traffic, solid waste disposal, parks and schools. The City does not currently have any project that is required to address a level of service deficiency. The projects on the proposed CIE list are service improvement projects and can be adjusted within the CIE or postponed beyond the CIE period as schedule demands and financing dictate. Once the City

adopts the amended CIE, staff will send a notice to the Department of Economic Opportunity to demonstrate the City has complied with the requirement to maintain a current five-year plan. The state will not do any further review of the CIE and this amendment is exempt from Volusia County Growth Management Commission review.

DISCUSSION: The proposed CIE is attached in a spread sheet format. This updated CIE budget continues to reflect an emphasis on renewal and replacement costs and needs for the utilities and public works areas.

No major new projects have been added to the program this year. Primary work expected for the 2021-22 fiscal year is a continuation of the rehabilitation of the utility system, maintenance on streets and drainage and continuing upgrades to city parks and other facilities.

The School Board has completed its 5-Year Capital Work Program for FY 2022-2026 and there is a single project to replace the switchgear on Building 6 at the Holly Hill School to maintain complete operations at the School. For a complete list of the Volusia County School Board 5-Year Capital Work Program for FY 2022-2026 please visit: <https://www.vcsedu.org>.

The River to Sea Transportation Planning Organization has updated its 5 Year Work Program and there are no new projects within the City of Holly Hill to be included in this update to the CIE of the City's Comprehensive Plan. For a complete list of the River to Sea Transportation Planning Organization 5-Year Capital Work Program please visit <https://www.r2ctpo.org>.

The City of Holly Hill has an active local project to complete the undergrounding of electric/cable facilities along the Ridgewood Blvd. corridor from Mason Avenue to the north boundary of the City limits (approximately Calle Grande Street). The first phase of this project is active and fully funded and includes the segment of Ridgewood Avenue from Mason Avenue to Walker Street.

FISCAL ANALYSIS: The current year impacts of the updated CIE have already been factored into the City's annual budget (FY2021/22) as part of the normal budgeting process.

RECOMMENDATION:

Staff recommends the City Commission adopt the attached update to the 5-year Capital Improvements Element and incorporate the revised program into the City's Comprehensive Plan.

ATTACHMENTS:

- Exhibit A - CIE FY21.22 to FY25.26 (XLSX)

Ordinance No. (ID # 3651)

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY'S 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE WITHIN THE CITY'S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE #

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY'S 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE WITHIN THE CITY'S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is committed to planning and managing the future growth of the City; and

WHEREAS, the laws of Florida require the City of Holly Hill to update the Capital Improvement Schedule annually; and

WHEREAS, the existing Capital Improvements Element includes a 5-year schedule of projects that needs to be updated to reflect the City's current 5-year plan; and

WHEREAS, the Board of Planning and Appeals acting as the designated Local Planning Agency, has reviewed the proposed update to the 5-year capital improvement schedule and held an advertised public meeting on March 7, 2022, and rendered its recommendation to the City Commission of Holly Hill; and

WHEREAS, the Holly Hill City Commission hereby declares that the purpose and intent of the proposed update is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, parks and recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights.

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

SECTION 1. The City Commission hereby adopts the update to the city's 5-year capital improvement schedule within the Capital Improvement Element (CIE) as shown in Exhibit "A", attached and made a part hereof by this reference.

SECTION 2. All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

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 a 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. This Ordinance shall become effective immediately upon adoption.

[illegible]



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

Board of Planning and Appeals
Ordinance

MEETING DATE: March 7, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Volusia Sports and Storage Center Business Planned Unit Development (Bpud) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 3653)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Volusia Sports and Storage Center; Business Planned Unit Development (BPUD) Major Amendment and Rezone - Consider a major amendment and rezone to the Volusia Sports and Storage Center BPUD located on approximately 2.38 acres, on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road. (Aerial Hydraulics, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

BACKGROUND: On August 10, 2021, the City Commission adopted Ordinance # 3041, which approved a rezone to Business Planned Unit Development (BPUD) in order to develop an RV and boat storage facility along with a 14,211 square foot sports center. The development was to occur in two phases. The RV parking and boat storage facility, and 7,893 square feet of the sports center in the existing building, along with all related infrastructure and parking, was to occur in phase I, and a 6,318 square foot covered open air recreational area, was to be constructed in phase II. The phasing plan and associated development are shown on the current preliminary development plan attached as Exhibit A.

The applicant is requesting to amend the approved BPUD as follows:

1. Amend the Preliminary Development Plan by removing the phasing plan.
2. Remove from the Preliminary Development Plan all RV and Boat storage.
3. Remove from the Preliminary Development Plan the 6,318 square foot covered open air recreational area.
4. Change the parking lot layout and reduce the number of parking spaces.
5. Change the location of the dumpster pad and enclosure.
6. The size of the dry retention pond may be reduced since the amount of impervious surface is being reduced.

There is an existing 7,893 square foot building on the property that the applicant proposes to develop as a sports center with related storage.

No changes to the landscaped buffer sizes are proposed. There are relatively minor changes to the landscaping that consist primarily of changes to some tree types. Sod will be placed in the areas that are no longer proposed for RV and boat storage. The enhanced landscaping originally proposed along Nova Road remains in place with the proposed amendment.

No changes in the permitted uses are proposed with this amendment.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and MXZ (VC) Zoning is CC-1 and B-5 (VC)

South: FLU is General Commercial and Zoning is CC-1

East: FLU is Low Density Residential and UMI (VC) and Zoning is R-5 (VC)

West: FLU is General Commercial and MXZ (VC) and Zoning is CC-1 and I-1 (VC)

Site Analysis

Floodplain Impacts:

Based on FIRM Map 12127C0214J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:

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

Utilities:

The site is located in the City of Holly Hill utility service area and is currently on septic and well. However, the site will be required to connect to public utilities.

Transportation/Traffic: Access to the property is from Nova Road.

Drainage: A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:

There is an existing sidewalk along the east side of S Nova Road.

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

Consistency with the Land Development Code

The proposed PD zoning designation and requested major amendment have been evaluated for compatibility with the Land Development Regulations of Holly Hill. Staff finds the requested PD Major Amendment to be consistent with the City's Land Development Regulations, and compatible with the trend of development in the area.

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 1.95. Future development shall not exceed the permitted F.A.R.

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 designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development (a Major Amendment) and the associated Development Agreement and Preliminary Development Plan, for approximately 2.38 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road.

ATTACHMENTS:

- Proposed / Amended Preliminary Development Plan (PDF)
- Proposed Amended Written Development Agreement (PDF)
- Exhibit A - Current BPUD Preliminary Development Plan(PDF)
- Current Written Development Agreement (PDF)
- Zoning & Location Map (PDF)
- Chapter 114 - Division 13 (PDF)
- Chapter 114-771 - PD Regulations (PDF)

Ordinance No. (ID # 3653)**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****ORDINANCE**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Aerial Hydraulics, Inc. has proposed a First Major Amendment to the BPUD on property described in Exhibit A, to replace in its entirety the Preliminary Development Plan, originally approved as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, with the Preliminary Development Plan attached as Exhibit B of this Ordinance;

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the First Major Amendment To Volusia Sports and Storage BPUD, a true and correct copy attached hereto.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

EXHIBIT A

Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B**Exhibit “B” to Ordinance No. _____**

**FIRST MAJOR AMENDMENT TO THE
VOLUSIA SPORTS AND STORAGE BUSINESS
PLANNED UNIT DEVELOPMENT (BPUD)
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT (the “First Amendment”) is made this ____ day of _____, 2022, 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”), and Aerial Hydraulics, Inc., (hereinafter referred to as the “Owner” or “Owner/Developer”).

WHEREAS, the “Owner” or “Owner/Developer” and “City” entered into that certain Development Agreement dated August 11th, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, for the development of certain real property as described in Exhibit A, and;

WHEREAS, Owner and City wish to modify the Preliminary Development Plan portion of the Agreement, and;

WHEREAS, Owner and City agree that other than the Preliminary Development Plan, no other portions of the Business Planned Unit Development Agreement are modified and that all terms, conditions and requirements shall remain in full force and effect.

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. Except as specifically modified herein, all terms, conditions and requirements of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, shall remain in full force and effect as first made.

2. The Volusia Sports and Storage Business Planned Unit Development is now known as the Volusia Sports Center Business Planned Unit Development.
3. The Preliminary Development Plan, as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, is replaced and superseded in its entirety by the updated Preliminary Development Plan attached as Exhibit B.

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 Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

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**As:**_____
Mailing Address: _____**STATE OF FLORIDA****COUNTY OF** _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022__, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name**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 this ____ day of _____, 2022__, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

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

Scott Simpson

City Attorney

EXHIBIT B

Preliminary Plan/Site Plan aka Preliminary Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
L1	LANDSCAPE PLAN

SITE PLAN DRAWINGS FOR



SECTION 42, TOWNSHIP 14 S, RANGE 32 E TAX PARCEL ID # 4242-04-21-0133 1137 SOUTH NOVA ROAD HOLLY HILL, FL 32174 FEBRUARY 2022

PROJECT TEAM

PROPERTY OWNER/ APPLICANT:	AERIAL HYDRAULICS, INC. 1706 RIDGE AVENUE HOLLY HILL, FL 32117 PHONE: (386) 295-2214 EMAIL: ROY@AERIALHYDRAULICS.COM
CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT:	NEWKIRK ENGINEERING, INC. 1230 NORTH US HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 872-7794 EMAIL: HARRY@NEWKIRK-ENGINEERING.COM
SURVEYOR:	A1A SURVEYING, INC. 555 W GRANADA BOULEVARD, SUITE D7 ORMOND BEACH, FL 32174 PHONE: (386) 672-3633 EMAIL: ALLEN@A1ASURVEYING.COM
GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES INC 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA, FL 32119 PHONE: (386) 756-1105 FAX: (386) 760-4067 EMAIL: BPOHL@UNIVERSALENGINEERING.COM

CONTACT NUMBERS

PLANNING DIVISION - CITY OF HOLLY HILL (386) 248-9442
BUILDING SERVICES - CITY OF HOLLY HILL (386) 248-9442
WATER/ WASTEWATER - CITY OF HOLLY HILL PUBLIC WORKS (386) 248-9463
GAS - TECO PEOPLES GAS (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 322-3420
TELEPHONE/CABLE - AT&T (386) 254-8550



LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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PROJECT STATEMENT

REDEVELOPMENT TO REZONE FROM CC-1 TO BPUD FOR A MULTI-USE SPORTS RECREATIONAL FACILITY.

JURISDICTIONAL AGENCY PERMIT No.

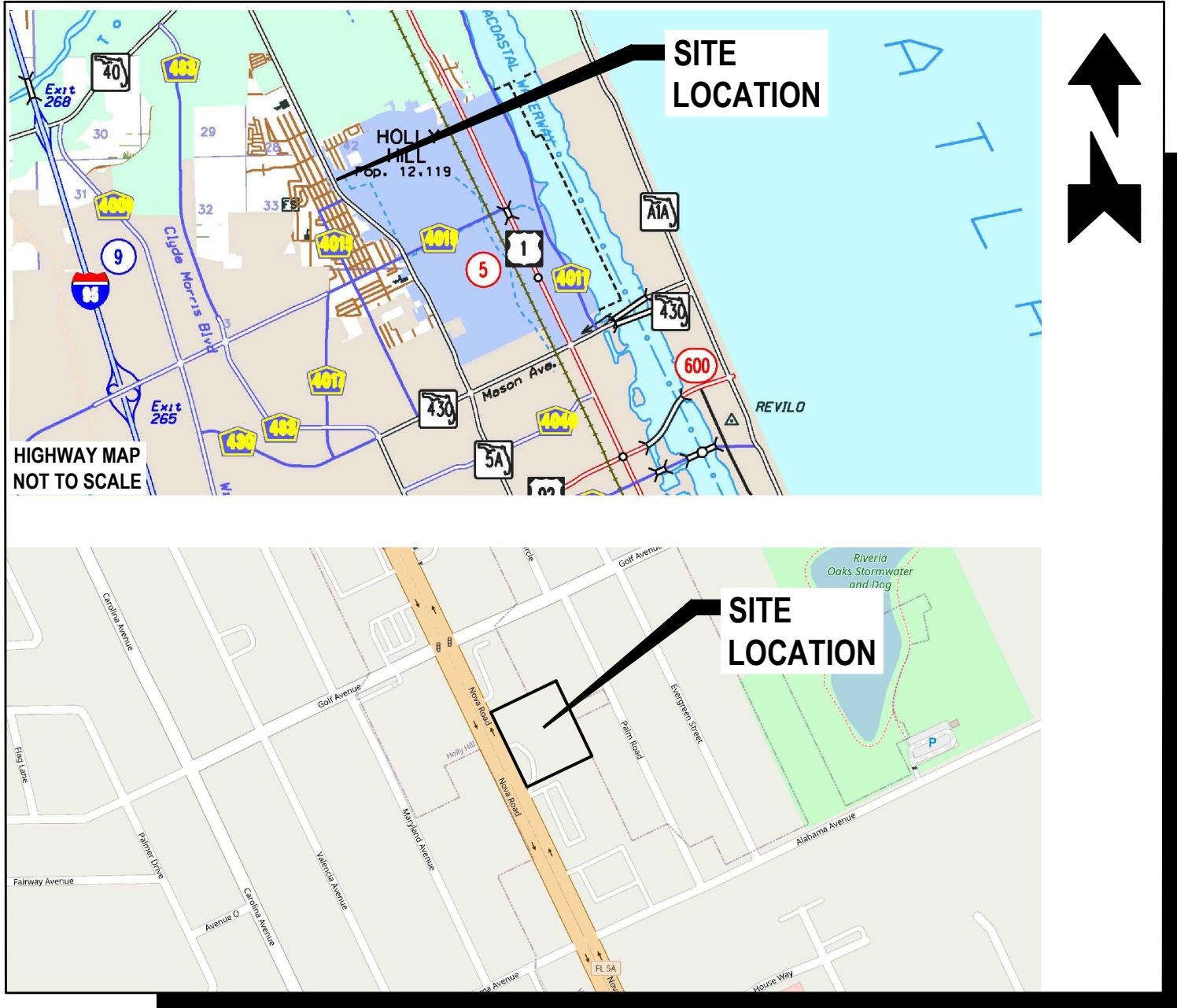
CITY OF HOLLY HILL (SITE PLAN)

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

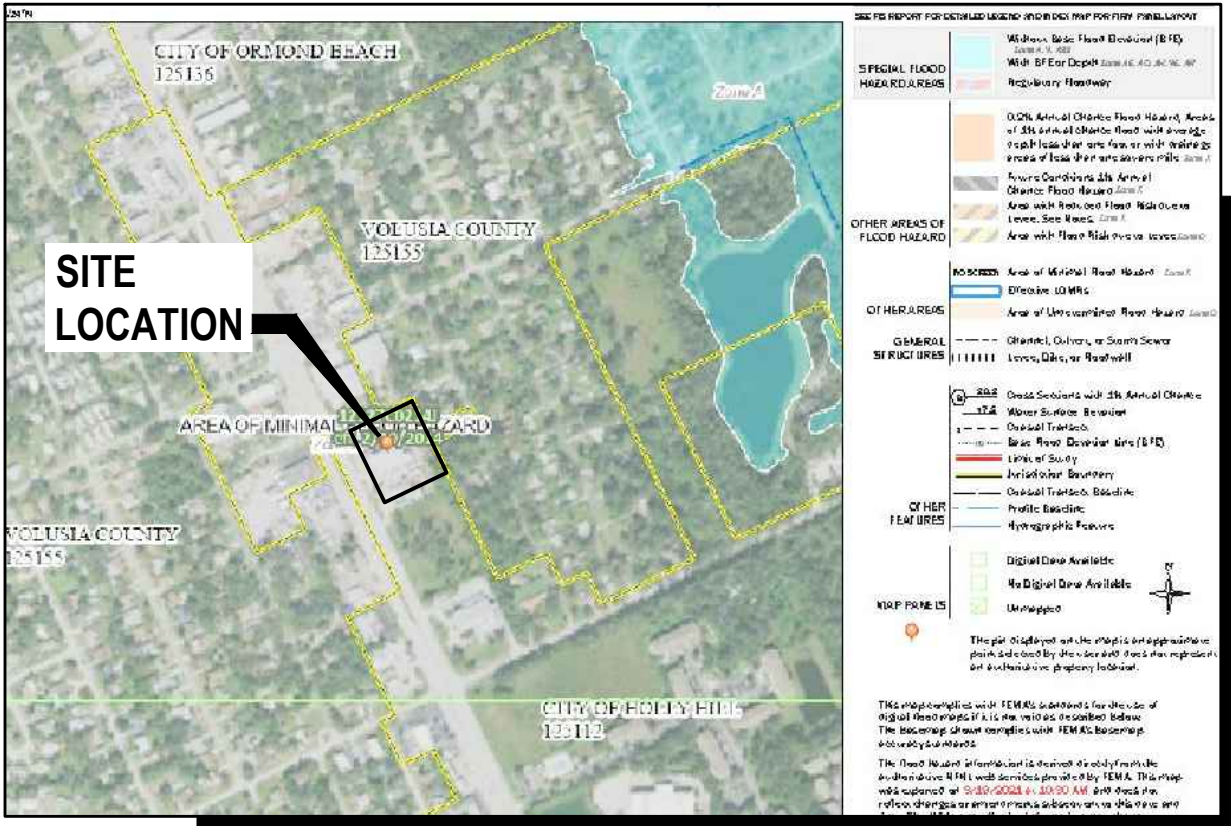
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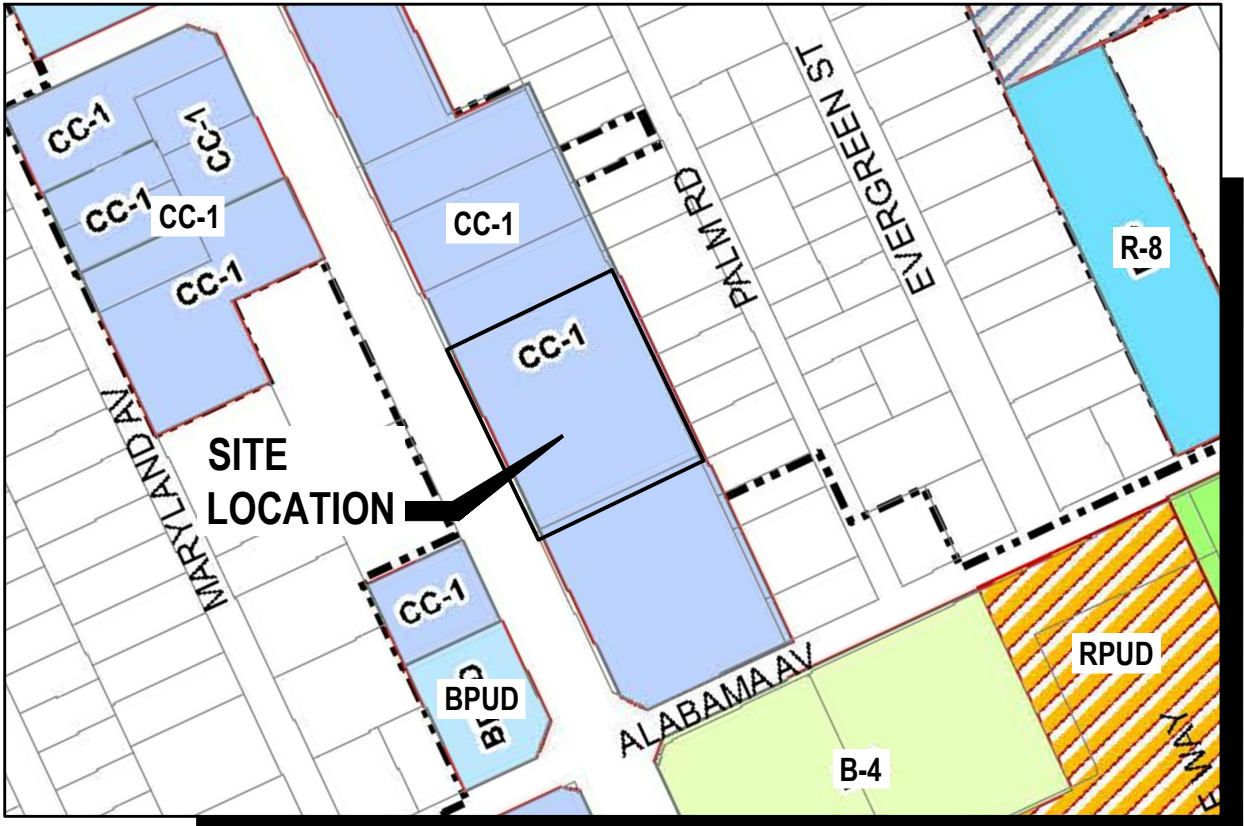
AERIAL MAP
SCALE: 1" = 350'



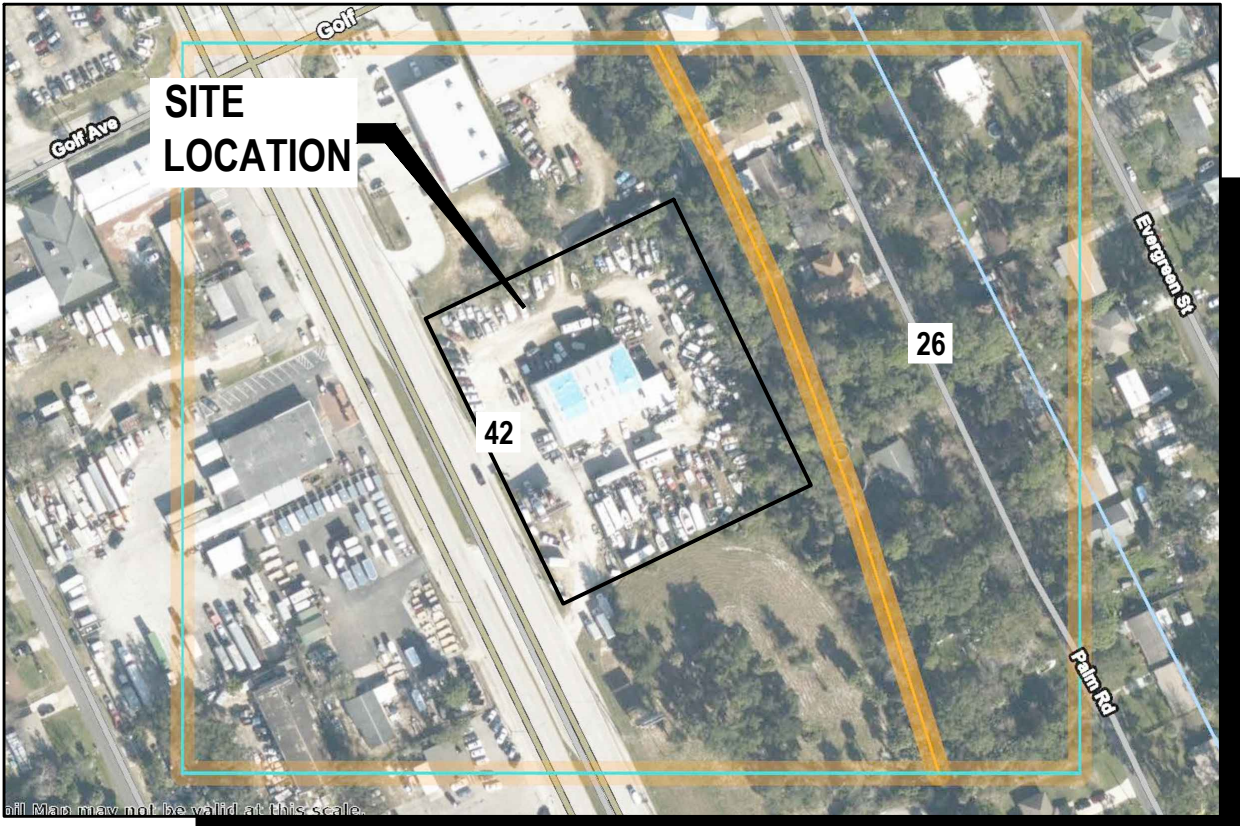
LOCATION MAP
SCALE: 1" = 600'



FLOOD ZONE MAP
SCALE: 1" = 500'



ZONING MAP
SCALE: 1" = 300'

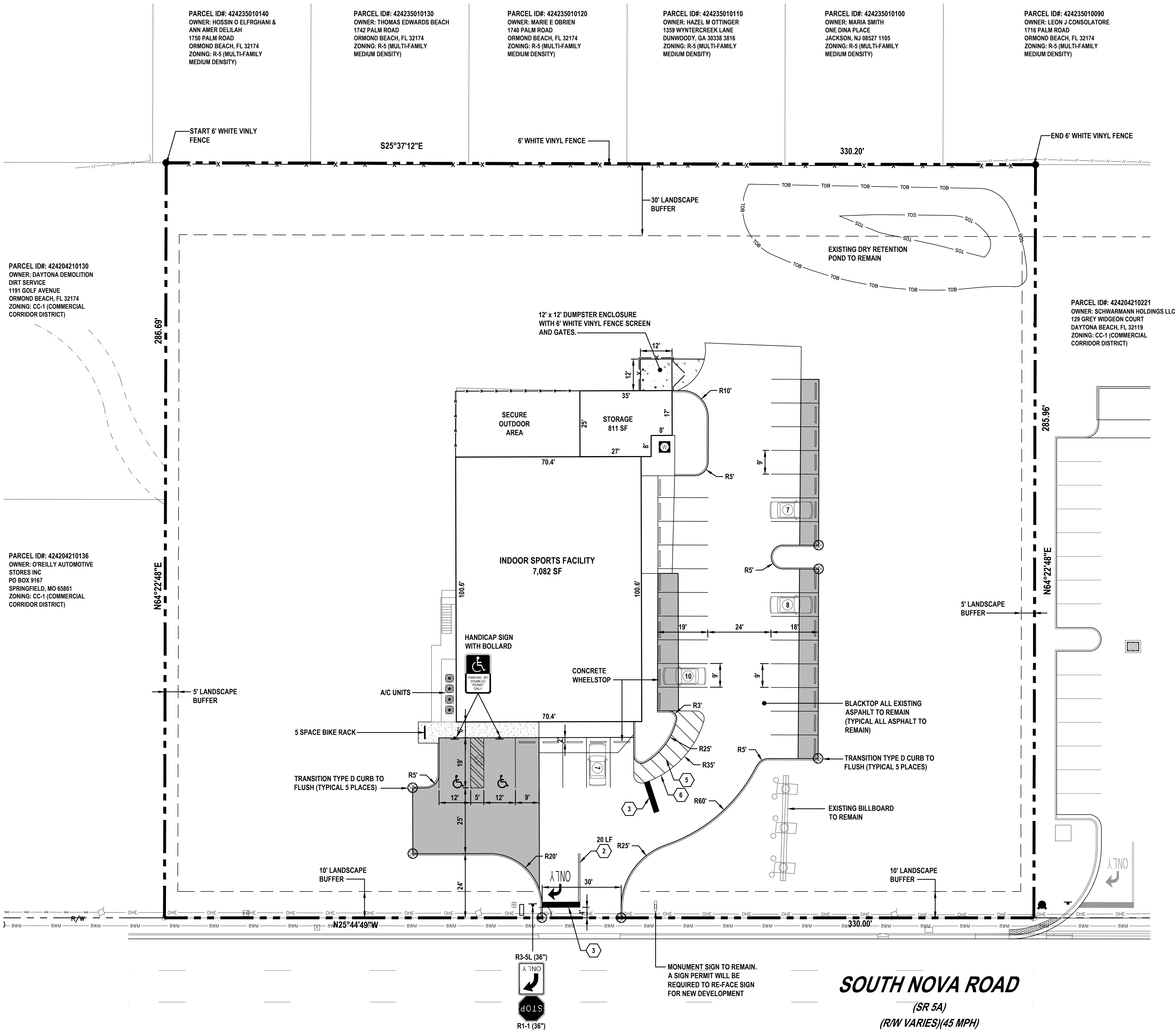
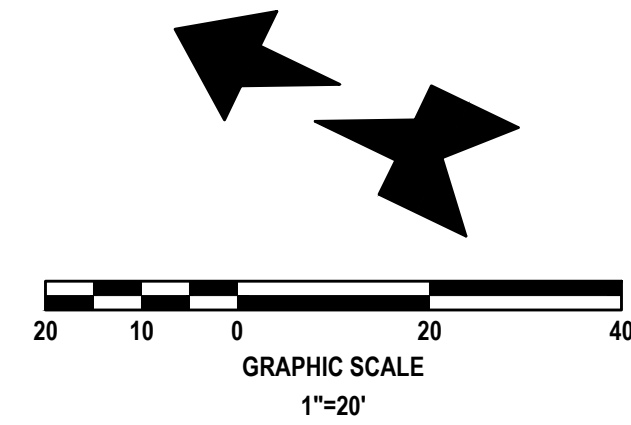


SOILS MAP
SCALE: 1" = 200'

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewKirk-Engineering.com
C.A. # 30209
L.C. # 26000594
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Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK
ENGINEERING INC.

HARRY H. NEWKIRK, P.E. # 62971
DRAWING NUMBER
1



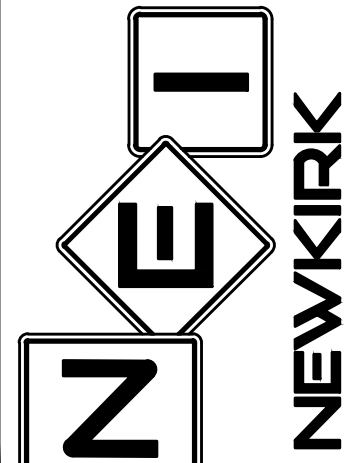
SITE DEVELOPMENT USAGE

1. SETBACK:	BUILDING		LANDSCAPE	
	REQUIRED / PROVIDED		REQUIRED / PROVIDED	
FRONT (NOVA ROAD)	15 FT / 140.2 FT		10 FT / 10 FT	
REAR (EAST)	35 FT / 35.0 FT		30 FT / 30 FT	
SIDE (NORTH)	10 FT / 54.0 FT		5 FT / 5 FT	
SIDE (SOUTH)	10 FT / 10.8 FT		5 FT / 5 FT	
MAXIMUM BUILDING HEIGHT	35 FT			
2. EXISTING SITE COVERAGE:	SQ. FT		ACRE	%
BUILDING	7,893		0.181	8.4
PAVEMENT	16,691		0.383	17.7
CONCRETE SIDEWALKS / PATIOS	1,445		0.034	1.4
OPEN SPACE	68,457		1.571	72.5
TOTAL SITE	94,486		2.169	100.00
TOTAL IMPERVIOUS	26,029		0.598	27.5
3. PROPOSED SITE COVERAGE:	SQ. FT		ACRE	%
BUILDING	7,893		0.181	8.4
PAVEMENT	14,235		0.327	15.1
CONCRETE SIDEWALKS / PATIOS	1,953		0.045	2.0
OPEN SPACE	70,405		1.616	74.5
TOTAL SITE	94,486		2.169	100.00
TOTAL IMPERVIOUS	24,081		0.553	25.5
FLOOR AREA RATIO (FAR)	0.08		(1.0 MAX)	
4. PARKING REQUIREMENTS				
RECREATIONAL FACILITY - 1 SPACE PER 250 SF				
= 7,082 SF / 250 SF = 28 SPACES				
STORAGE - 1 SPACE PER 4,000 SF				
= 811 SF / 4,000 SF = 1 SPACES				
TOTAL PARKING REQUIRED =	29 SPACES			
5. PARKING PROVIDED			%	
HANDICAP	2		6.2	
STANDARD	30		93.8	
TOTAL PARKING PROVIDED	32		100.0	
6. BICYCLE PARKING PROVIDED	5			

REVISIONS

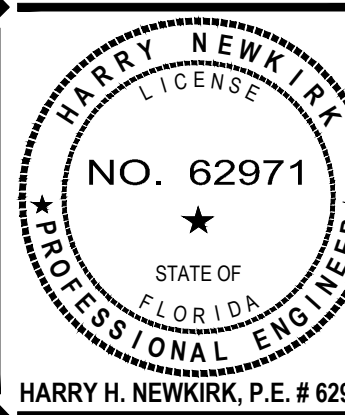
DATE	DESCRIPTION

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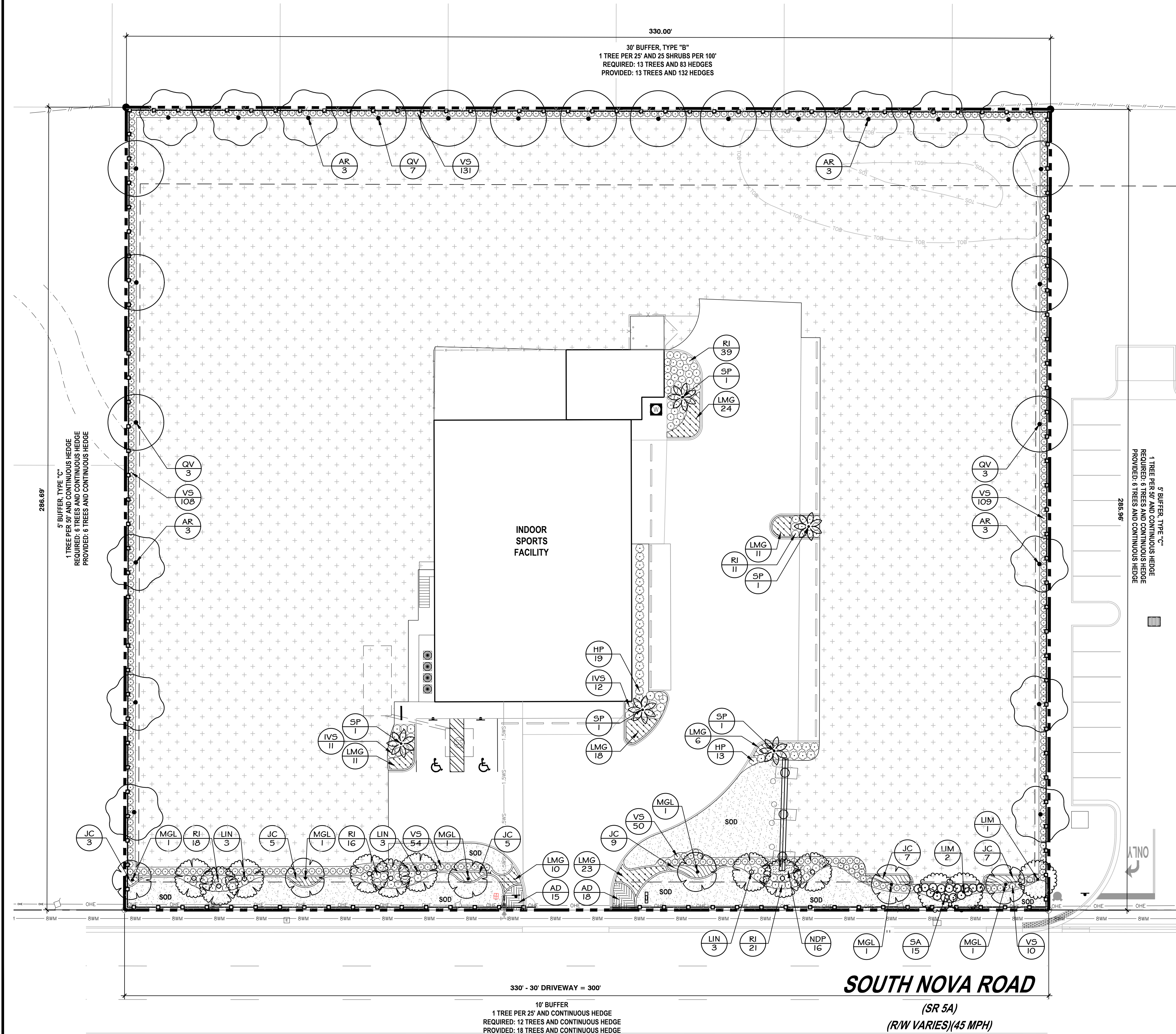
SITE LAYOUT PLAN
VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

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PROJECT No:	2021-100
DATE:	JULY 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'
DRAWING NUMBER	

2



PLANT SCHEDULE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	5	SABAL PALMETTO	CABBAGE PALMETTO	14" - 18" C.T., MIXED	
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AR	12	ACER RUBRUM	RED MAPLE	2.5" CAL., 10' HT.	
QV	13	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10' HT.	FULL
UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
LIM	3	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10' HT	M.T. LILAC
LIN	9	LAGERSTROEMIA X 'NATCHEZ'	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8' HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8' HT.	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
HP	32	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT. X 18" SPRD.	36" O.C.
IVS	23	ILEX VOMITORIA 'NANA'	DWARF YAUPOON HOLLY	3 GAL.	FULL, 36" O.C.
RI	105	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA 'TRINETTE'	TRINETTE VARIEGATED SCHEFFLERA	3 GAL.	36" O.C.
VS	462	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" HT	30" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AD	33	ASPARAGUS DENSIFLORUS 'MYERS'	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	36	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	103	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LILYTURF	1 GAL., 12" HT	24" O.C.
NDP	16	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.

SEED AND MULCH NOTES:

- AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM STANDARDS OF SECTION 570 OR FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND MINIMUM REQUIREMENTS OF THE CITY.
- SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED BELOW, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE LANDSCAPE INSPECTOR, IF REQUIRED.
- THE SEE MIXTURE SHALL BE:
 - PENSACOLA BAHIA (USE 50% SCARIFIED SEED) 25%
 - HULLED BERMUDA 25%
 - BROWN TOP MILLET 25%NOTE: IN THE FALL AND WINTER MONTHS, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET.
- MULCH SHALL CONSIST OF STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM WEED AND OTHER UNDERSIRABLE GRASS.
- APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1 - 1.5) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOILD WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN. UNDER PROPER CIRCUMSTANCES, CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE CITY.

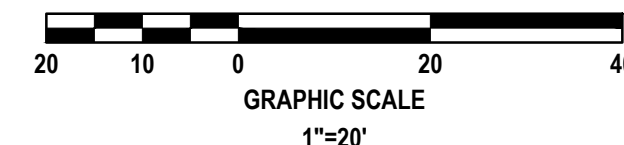
LEGEND:

- ST. AUGUSTINE SOD
- SEED AND MULCH, SEE NOTES THIS SHEET



WARNING !!

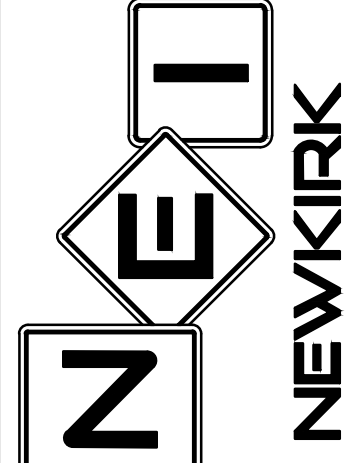
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.



REVISIONS

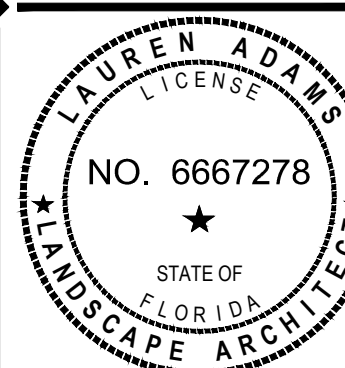
DATE	DESCRIPTION

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LANDSCAPE PLAN
VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

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PROJECT No: 2021-100

DATE: APRIL 2021

DESIGN BY: LAA

DRAWN BY: BWV

CHECKED BY: LAA

SCALE: 1" = 20'

DRAWING NUMBER

L1

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

For Recording Purposes Only

Exhibit “B” to Ordinance No. _____

**FIRST MAJOR AMENDMENT TO THE
VOLUSIA SPORTS AND STORAGE BUSINESS
PLANNED UNIT DEVELOPMENT (BPUD)
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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 Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Signature of Witness #2

Print or type name

As:

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

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 this ____ day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

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

 Scott Simpson
 City Attorney

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

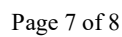
THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

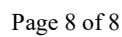
PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Packet Pg. 34

Page 6 of 8





INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

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THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REZONE FROM CC-1 TO BPUD. FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.17 ACRE COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY

CITY OF HOLLY HILL (REZONE)

PERMIT No.

RZ2021-04

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

BPUD PLANS FOR

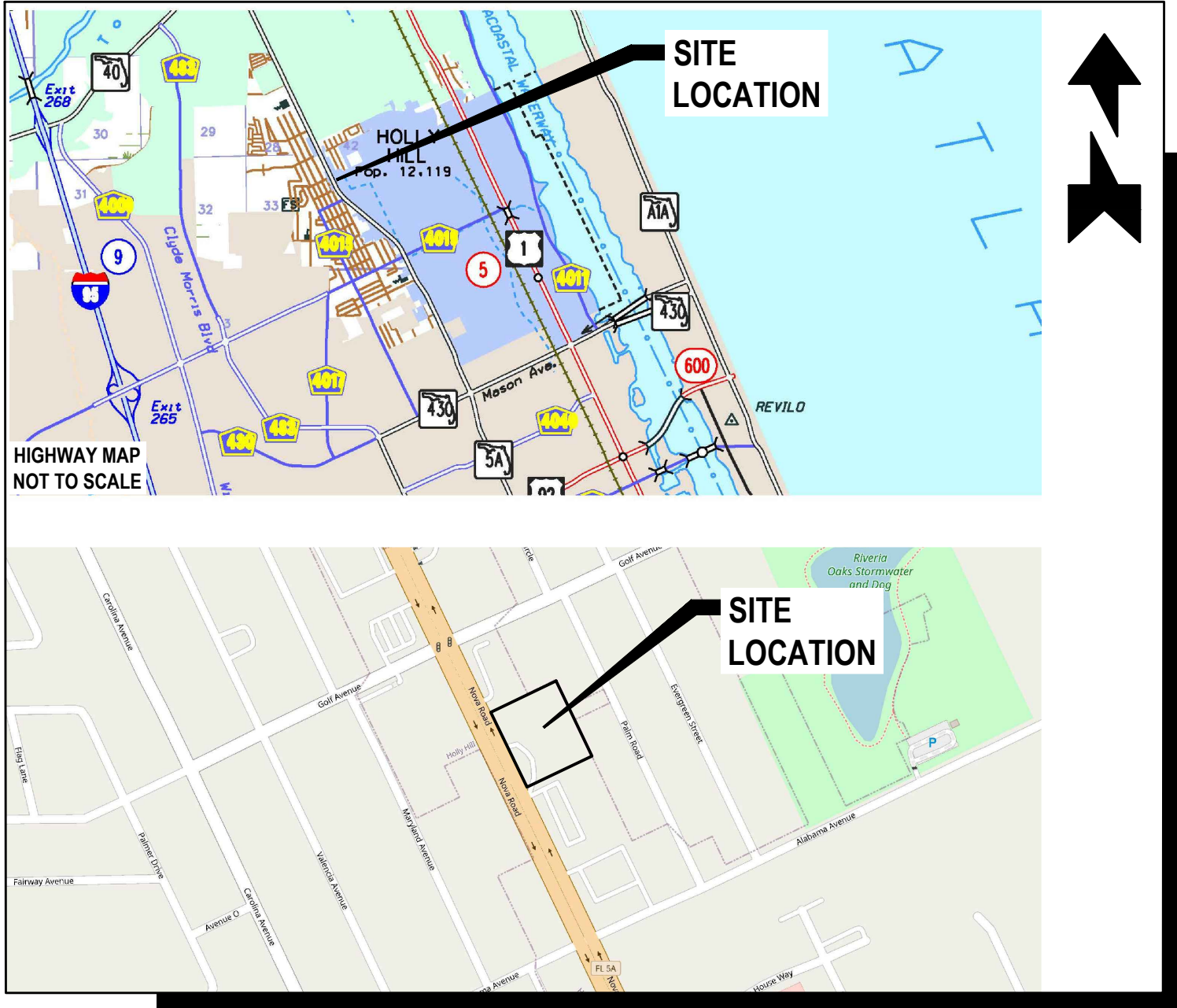
VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174

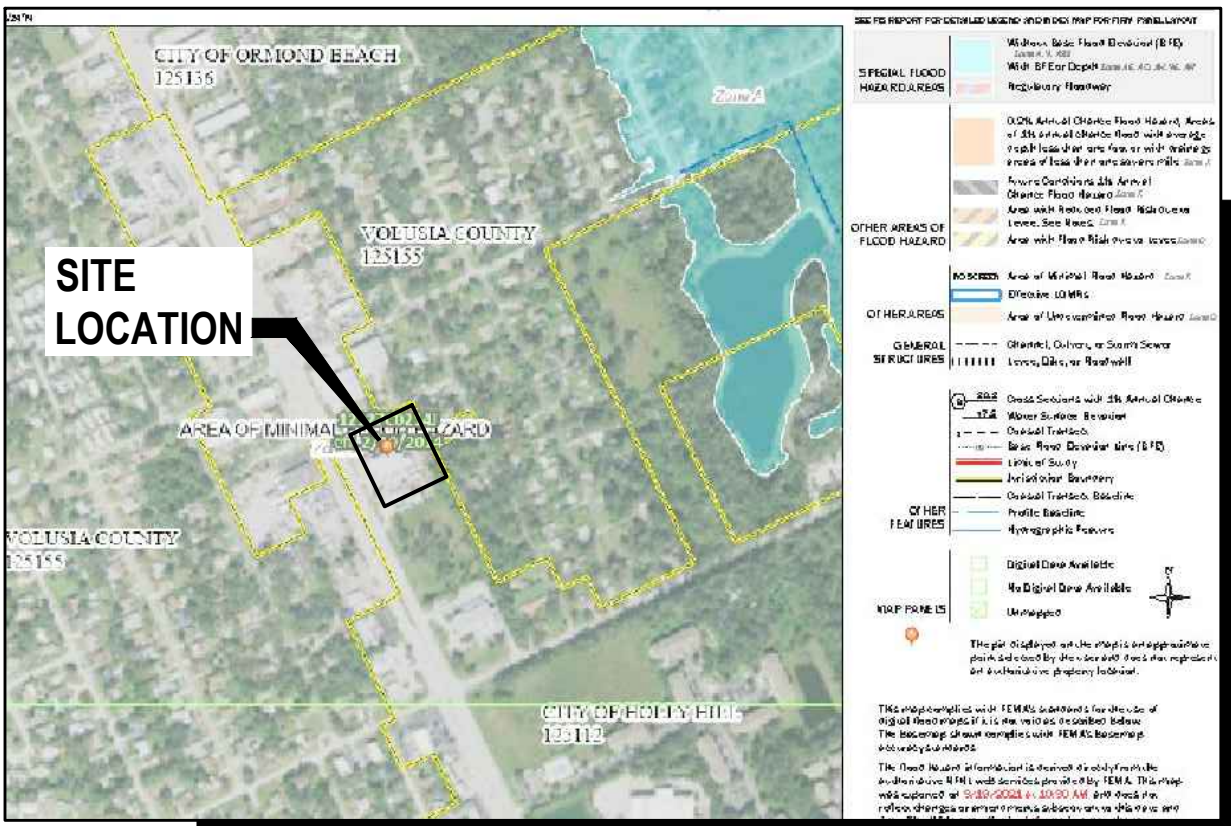
MAY 2021
REVISED JULY 2021



AERIAL MAP
SCALE: 1" = 350'

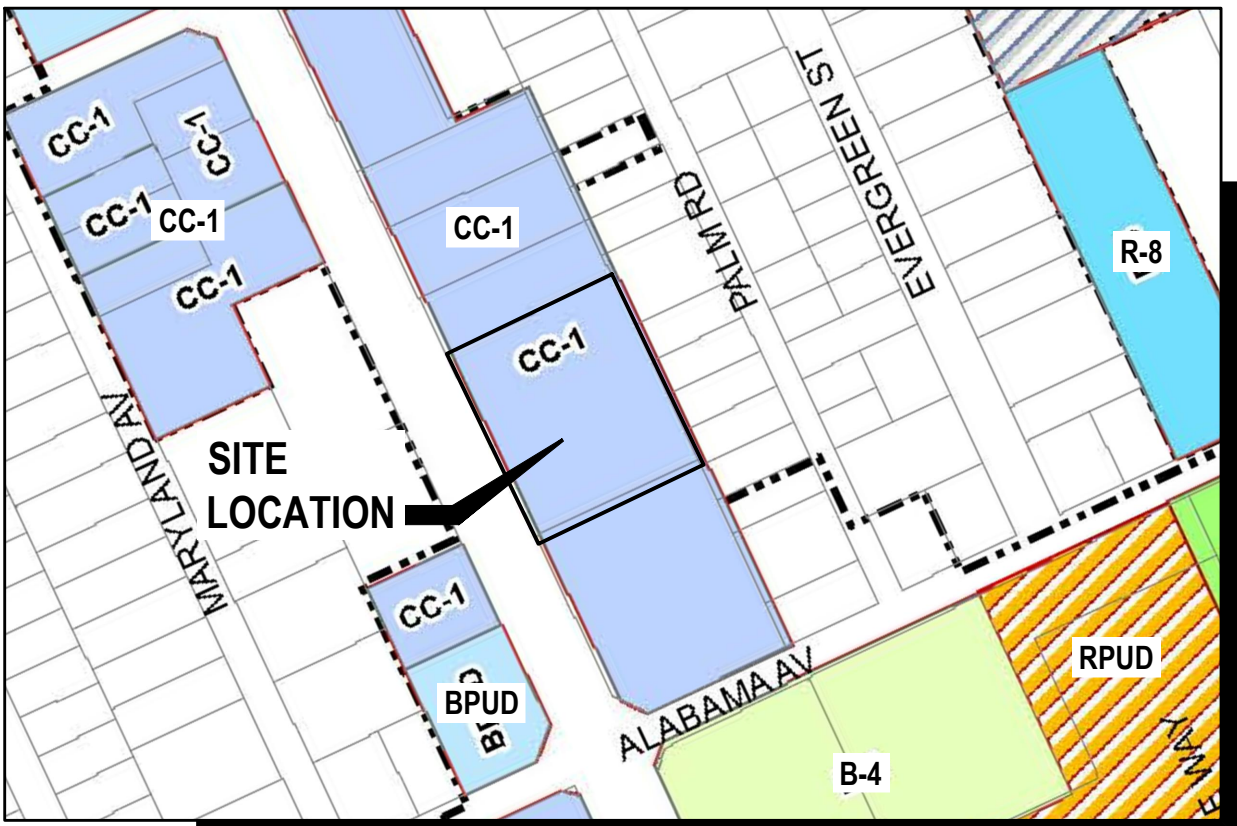


LOCATION MAP
SCALE: 1" = 600'



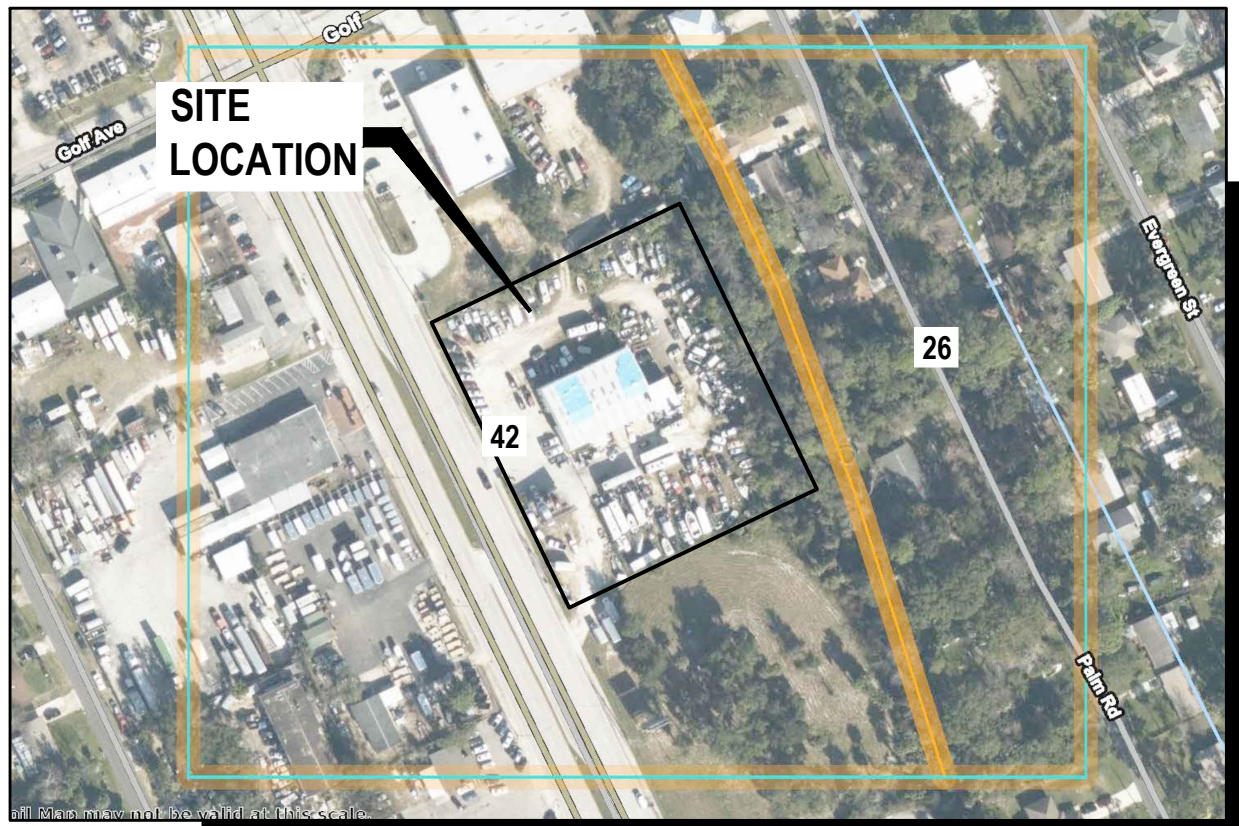
FLOOD ZONE MAP
SCALE: 1" = 500'

FLOOD ZONE "X"
PANEL No. 12127C0214 J
DATED FEBRUARY 19, 2014



ZONING MAP
SCALE: 1" = 300'

ZONING : CC-1 (COMMERCIAL CORRIDOR DISTRICT)



SOILS MAP
SCALE: 1" = 200'

SOIL TYPES: (42) PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES

PROJECT TEAM

PROPERTY OWNER/
APPLICANT: AERIAL HYDRAULICS, INC.
1706 RIDGE AVENUE
HOLLY HILL, FL 32117
PHONE: (386) 295-2214
EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER /
PROJECT MANAGER /
LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

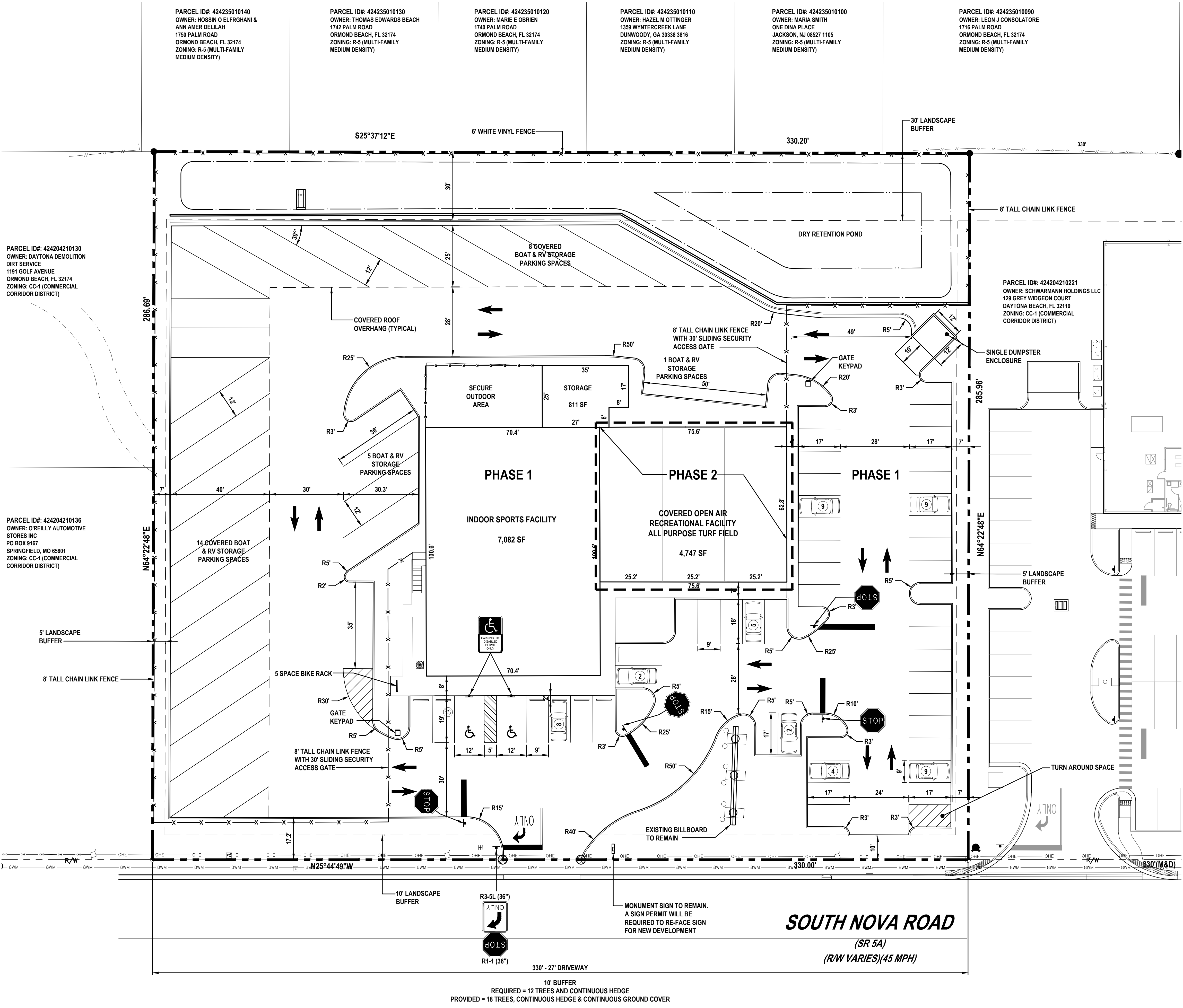
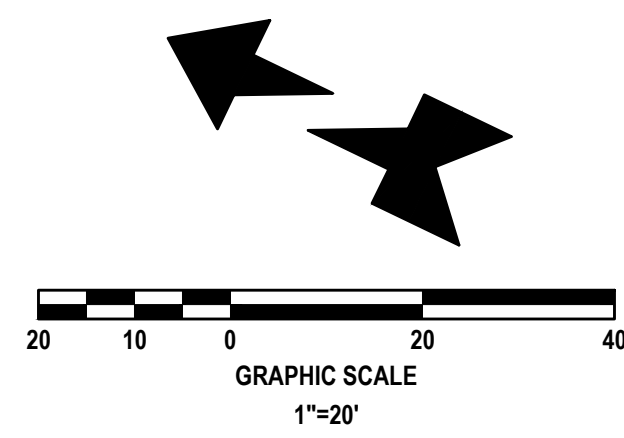
SURVEYOR: A1A SURVEYING, INC.
555 W GRANADA BOULEVARD, SUITE D7
ORMOND BEACH, FL 32174
PHONE: (386) 672-3633
EMAIL: ALLEN@A1ASURVEYING.COM

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewKirk-Engineering.com
C.A. # 30209
L.C. # 26000594
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NEWKIRK
ENGINEERING INC.

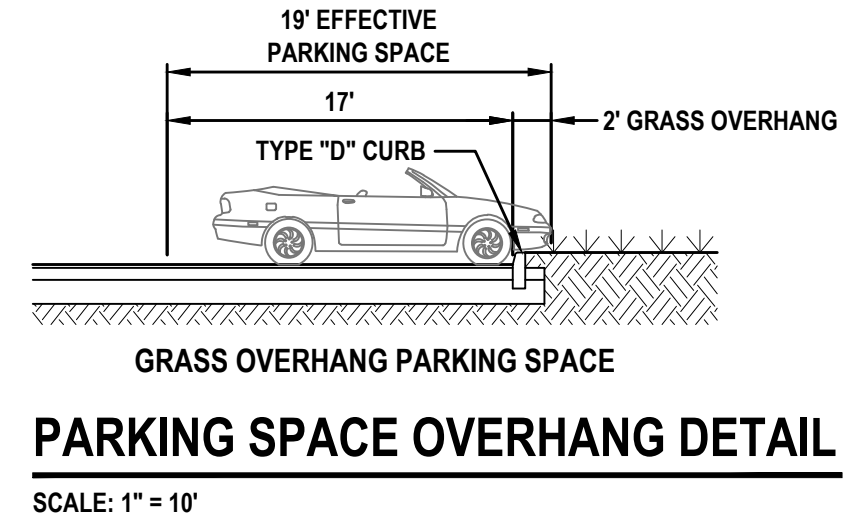
HARRY H. NEWKIRK, P.E. # 62971
DRAWING NUMBER

1



SITE DEVELOPMENT USAGE

1. BUILDING DEVELOPMENT REQUIREMENTS				2. COVERED VEHICLE STORAGE SPACES			
A. SETBACKS				A. SETBACKS			
i. FRONT:	15 FEET			i. FRONT:	15 FEET		
ii. REAR:	35 FEET			ii. REAR:	30 FEET		
iii. SIDE:	10 FEET			iii. SIDE:	5 FEET		
iv. SIDE CORNER:	N/A FEET			iv. SIDE CORNER:	N/A		
B. MAXIMUM BUILDING HEIGHT:	35 FEET						
C. MINIMUM OPEN SPACE:	25%						
D. MAXIMUM IMPERVIOUS AREA:	75%						
E. MAXIMUM BUILDING COVERAGE:	50%						
F. MAXIMUM FLOOR AREA RATIO:	1.0						
3. PROPOSED SITE COVERAGE:				SQ. FT	ACRE	%	
BUILDING	12,640	0.290	13.4				
PAVEMENT	50,430	1.158	53.3				
CONCRETE SIDEWALKS / PATIOS	2,629	0.060	2.8				
OPEN SPACE	28,787	0.661	30.5				(25% MIN)
TOTAL SITE	94,486	2.169	100.00				
TOTAL IMPERVIOUS	65,699	1.522	69.5				(75% MAX)
FLOOR AREA RATIO (FAR)	0.15	(1.0 MAX)					
4. PARKING REQUIREMENTS							
RECREATIONAL FACILITY - 1 SPACE PER 270 SF							
= 11,829 SF / 270 SF = 44 SPACES							
STORAGE - 1 SPACE PER 4,000 SF							
= 811 SF / 4,000 SF = 1 SPACES							
TOTAL PARKING REQUIRED = 45 SPACES							
5. PARKING PROVIDED				SPC	%		
HANDICAP	2	4.2					
STANDARD	46	95.8					
TOTAL PARKING PROVIDED	48	100.0					
6. BICYCLE PARKING PROVIDED				5			



REVISIONS

DATE	DESCRIPTION
6/11/21	CITY COMMENTS
7/19/21	OWNER

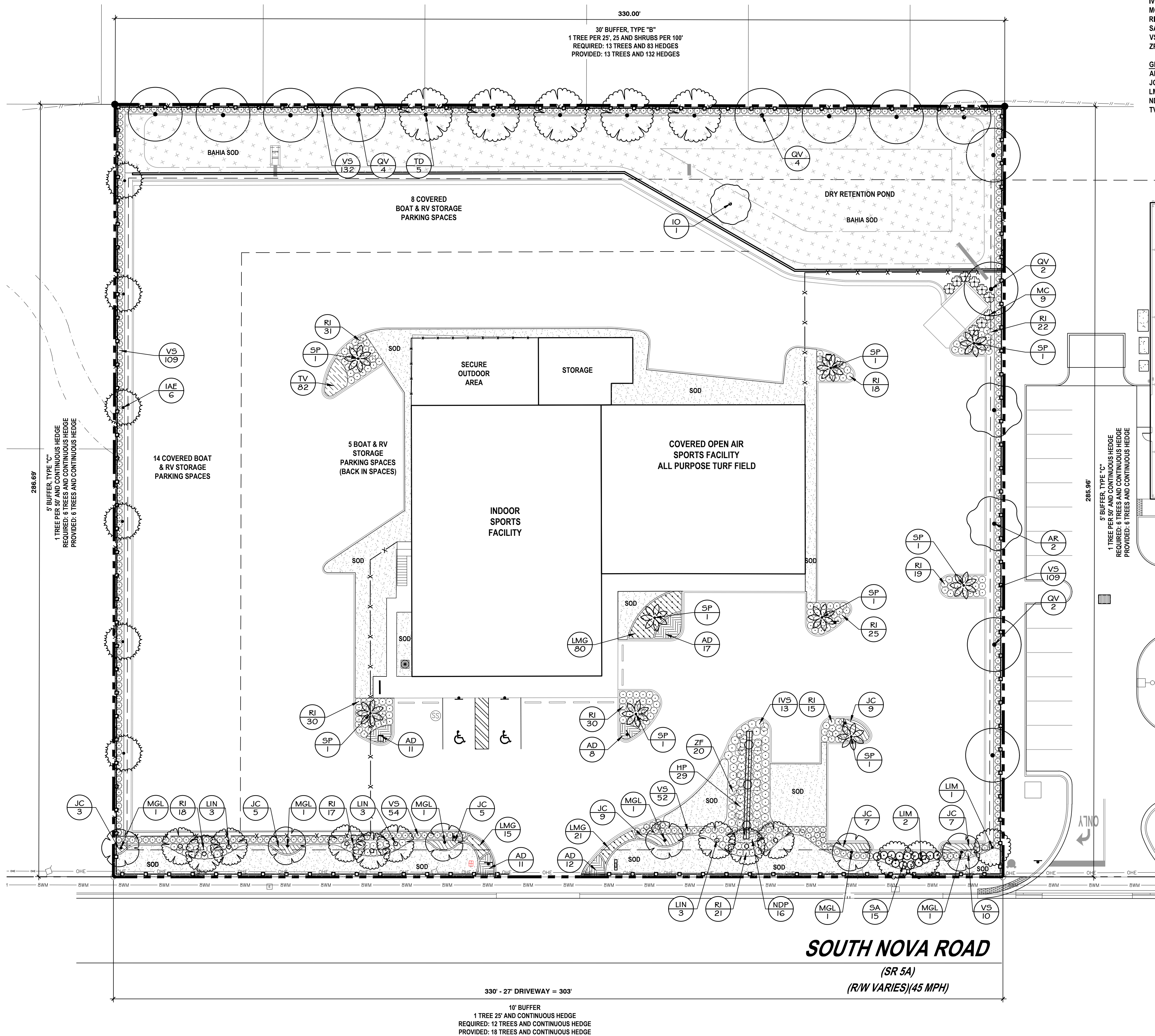
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 2600584
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**NEWKIRK
ENGINEERING INC.**

SITE LAYOUT PLAN
VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

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HARRY H. NEWKIRK
LICENSE
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'
DRAWING NUMBER	



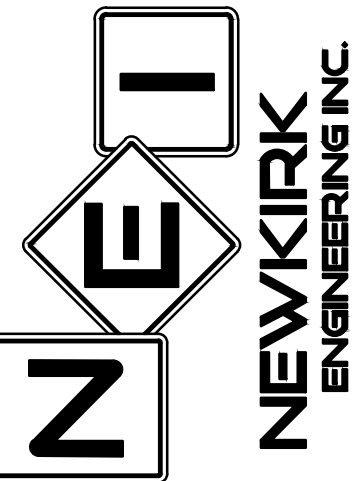
<u>PALM TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>REMARKS</u>
SP	9	SABAL PALMETTO	CABBAGE PALMETTO	14' - 18' C.T., MIXED	
<u>SHADE TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>REMARKS</u>
AR	2	ACER RUBRUM	RED MAPLE	2.5" CAL., 10' HT.	
QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10' HT.	FULL
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" CAL., 10' HT.	FULL
<u>UNDERSTORY TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>REMARKS</u>
IO	1	ILEX OPACA	AMERICAN HOLLY	2" CAL., 8' HT	FULL
IAE	6	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	1.5" CAL., 8' HT.	
LIM	3	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10' HT	M.T. LILAC
LIN	9	LAGERSTROEMIA X 'NATCHEZ'	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8' HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8' HT.	
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>REMARKS</u>
JP	29	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
IVS	13	ILEX VOMITORIA 'NANA'	DWARF YAPOUN HOLLY	3 GAL.	FULL, 36" O.C.
MC	9	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 36" HT, X 12" SPRD	48" O.C. FTG
RI	246	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA 'TRINETTE'	TRINETTE VARIEGATED SCHEFFLERA	3 GAL., 30" HT	
VF	466	VIBURNUM SUSPENSUM	SANDANKYVA VIBURNUM	3 GAL., 30" HT	30" O.C.
ZF	20	ZAMIA FLORIDANA	COONTIE CYCAD	3 GAL.	FULL, 36" O.C.
<u>GROUND COVERS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>REMARKS</u>
AD	89	ASPARAGUS DENSIFLORUS 'MYERS'	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	45	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	136	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIGANT LILYTURF	1 GAL., 12" HT	18" O.C. FTG
NDP	16	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.
TVL	82	TULBAGHIA VILOCEA	SOCIETY GARLIC	12" HT	12" O.C., FULL

[illegible]

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C.A. # 30209
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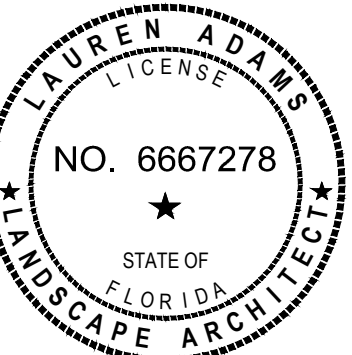


LANDSCAPE PLAN

VOLUSIA SPORTS & STORAGE CENTER

1137 S NOVA ROAD
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AUREN ADAMS, RLA # 6667278

PROJECT No: 2021-10

DATE: APRIL 202

DESIGN BY: LA

RAWN BY: BW

CHECKED BY: LA

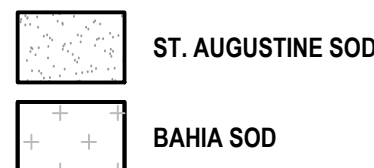
SCALE: 1" = 20'

DRAWING NUMBER

●

3

LEGEND



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

For Recording Purposes Only

Exhibit "B" to Ordinance No. 3041

DEVELOPMENT AGREEMENT for the project known as Volusia Sports and Storage Center Planned Unit Development (PUD) located at 1137 South Nova Road, Holly Hill, FL 32174 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the 11th day of August, 2021, 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"), and Aerial Hydraulics, Inc., (hereinafter referred to as the "Owner" or "Owner/Developer").

WITNESSETH

WHEREAS, the Owner warrants that it holds 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 Owner/Developer has clear title of the Subject Property; and

WHEREAS, the Owner/Developer or Developer desires 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 Owner/Developer or Developer desires 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 and concurrency management system, and this Agreement does not replace, supersede, or grant variances to those 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 Owner/Developer have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. **3041**, 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 BPUD shall consist of this Agreement as the Written Agreement of the PUD and the Preliminary Plan aka 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 applies.

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. **Ownership.** The legal and equitable owner of the Subject Property is Aerial Hydraulics, Inc.

3. **Proof of Ownership.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, adequate proof to verify 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.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City, and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder,

in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

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

6. **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. Development standards are as follows:

- A. Must comply with the City's Comprehensive Plan Policies.
- B. Permitted principal uses allowable on the Subject Property:
 - 1. Mini-Warehouses
 - 2. Recreational Vehicle and Boat Storage
 - 3. Indoor Private Recreational Activities
 - 4. Outdoor Private Recreational Activities and Facilities
 - 5. Retail sales and services
- C. Prohibited principal uses in addition to any use not specifically stated:
 - 1. Used Car Lots
 - 2. Self-service Laundromats
 - 3. Paint and Body Shops
 - 4. Auto, Motorcycle and Marine Repair
- D. Proposed maximum intensity (measured in floor area ratio and building coverage):
 - 1. FAR = 1.0
 - 2. Building Coverage = 50%.
- E. Impervious surface ratio is not to exceed 75% of the gross square footage for the Subject Property.
- F. Maximum lot coverage is 75 %. (Dry retention systems can be counted towards the open space requirement)
- G. Minimum landscaping and bufferyard requirements are per the preliminary development plan.
- H. Minimum lot size area (in acreage or square footage): 2.169 acres
- I. Minimum lot width (in feet): 330 feet

J. Minimum yard setbacks:

1. Front yard: 15 feet building & 15 feet covered vehicle storage
2. Side yard: 10 feet building & 5 feet covered vehicle storage
3. Rear yard: 35 feet building & 30 feet covered vehicle storage

K. Maximum building height (in feet): 35 feet**L. Minimum parking standards are per the preliminary development plan.****M. Maximum light spillage at any property line abutting residential property shall not exceed 0.5 foot candles at the property line.****N. Utility provision and dedication:** The Owner/Developer shall connect to central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to the agency providing utility services, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the service provider's specifications.**O. Stormwater and environmental:** Per parcel stormwater systems or master stormwater system shall be owned and maintained by the property owner 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 requirements, and shall be the sole responsibility of 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.**P. Transportation, site access, and traffic devices:** The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed as a result of the proposed development, for site function to maintain or improve the level of service for area roadways, and ensure 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.

7. Development Permits/Fees. The Owner/Developer is 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.

8. **Site Plan/Plat Approval.** The Master Development Plan consist of this Development Agreement and the Preliminary Plan attached as **Exhibit B**. The Master Development Plan shall not replace, supersede, or absolve the Owner/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 applies.

9. **Indemnification.** The Owner/Developer or 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 or not inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer or Developer agrees 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 Owner/Developer or 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 Owner/Developer or 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.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to, improvements 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 Owner/Developer or 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 Owner/Developer or Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or 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 Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (18) of this Agreement.

12. Concurrency and Vested Rights. The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development permit for the Property, the Owner/Developer or Developer must verify the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property.

13. Environmental and Tree Preservation. The Owner/Developer or 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. This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. 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 this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer or Developer shall be responsible for the payment of all of 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 Owner/Developer or 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.

15. Utility Easements. For any easement not established on a plat for the Subject Property, the Owner/Developer or Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer or Developer, as the City 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.

16. **Amendments.** Amendments to the MPUD written Development Agreement or Preliminary Development Plan or Master Development Plan, shall be subject to the requirements of Section 144-771(g)(4) of the City of Holly Hill Land Development Regulations. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the agreement, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. 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.

17. **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 on the basis of 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.

18. **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:

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:

Roy Johnson
Aerial Hydraulics, Inc.
1706 Ridge Avenue
Holly Hill, FL 32117

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 Owner/Developer's or Developer obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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

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

21. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer or 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.

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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 Owner/Developer or Developer shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. 3041; 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.

28. **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.

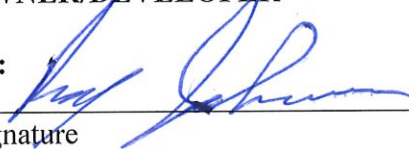
29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

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


Signature of Witness # 1

Rickie Lee
Print or type name

OWNER/DEVELOPER

By: 
Signature

ROY JOHNSON
Print or type name

[Signature]
Signature of Witness #2

Randy Ast
Print or type name

As: Code Enforcement Officer
Print or type

ATTEST:
Valerie Manning
Signature

Valerie Manning
Print or Type Name

As: City Clerk, CMC

Mailing Address: 1065 Ridgewood
Avenue, Holly Hill, FL 32117

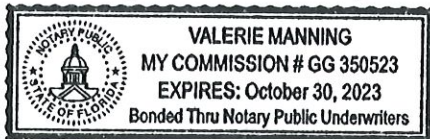
STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12th day of August, 2021, by Roy Johnson, owner, and Randy Ast, Rickie Lee, of city of Holly Hill, FL, who is/are personally known to me or who has/have produced n/a as identification and who did not (did) take an oath.

Valerie Manning
Signature of Notary

Valerie Manning
Print or type name

(NOTARY SEAL)



CITY OF HOLLY HILL:

By: Date: 8-11-2021

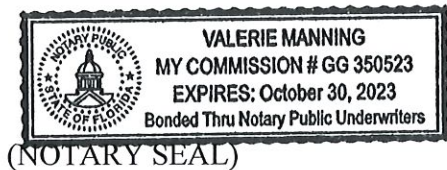
ATTEST:

Valerie ManningDate: 8/12/2021

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

STATE OF FLORIDA
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12th day of August, 2021, by Joseph Forte, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.



Valerie Manning
 Signature of Notary

Valerie Manning
 Print or type name

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

Scott G. Simpson
 Scott Simpson
 City Attorney

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

Preliminary Plan aka Preliminary Development Plan

INDEX OF SHEETS	
DWG NO	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

LEGAL DESCRIPTION

PAGE 1:
THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 10 EXCEPT THE WESTERLY PART IN STATE ROAD 413 BLOCK 21 OF MAP C PLANNED SUBDIVISION OF THE THOMAS FITZ GRANT AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH

PAGE 2:
THE SOUTHERLY 1/4 OF LOT 10 BLOCK 21 OF MAP C PLANNED SUBDIVISION OF THE THOMAS FITZ GRANT AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH

PAGE 3:
THE NORTHERLY 1/4 OF THE SOUTHERLY 200 FEET OF LOT 10 BLOCK 21 OF MAP C PLANNED SUBDIVISION OF THE THOMAS FITZ GRANT AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THAT PORTION THEREOF IN NOW ROAD ALSO DESCRIBED AS THE SOUTHERLY 1/4 OF THE SOUTHERLY 1/4 OF LOT 10 OF THE SOUTH 1/2 OF LOT 10 EXCEPT THE WESTERLY PART IN STATE ROAD 413 BLOCK 21 OF MAP C PLANNED SUBDIVISION OF THE THOMAS FITZ GRANT AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REDEVELOP FROM EXISTING TO A MIXED-USE DEVELOPMENT CONSISTING OF MULTIPLE SPORTS RECREATIONAL BUILDINGS AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.8 ACRE COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY **PERMIT No.**
CITY OF HOLLY HILL (3653) **2020-04**

BPUD PLANS FOR

VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174
MAY 2021
REVISED JUNE 2021

PROJECT TEAM

PROPERTY OWNER: JESAL HYDRAULICS, INC.
APPLICANT: JESAL HYDRAULICS, INC.
PHONE: (904) 280-2114
EMAIL: JESAL@JESALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER: NICHOLSON ENGINEERING, INC.
LANDSCAPE ARCHITECT: NICHOLSON ENGINEERING, INC. (SUITE 1)
PHONE: (904) 280-2114
EMAIL: NICHOLSON@NICHOLSONENGINEERING.COM

SURVEYOR: JVA SURVEYING, INC.
330 N. WINDWARD BOULEVARD, SUITE 207
BIRMINGHAM, AL 35203
PHONE: (205) 975-2000
EMAIL: ALLEN@JVASURVEYING.COM

AERIAL MAP
SCALE: 1" = 330'

LOCATION MAP
SCALE: 1" = 500'

FLOOD ZONE MAP
SCALE: 1" = 330'

ZONING MAP
SCALE: 1" = 330'

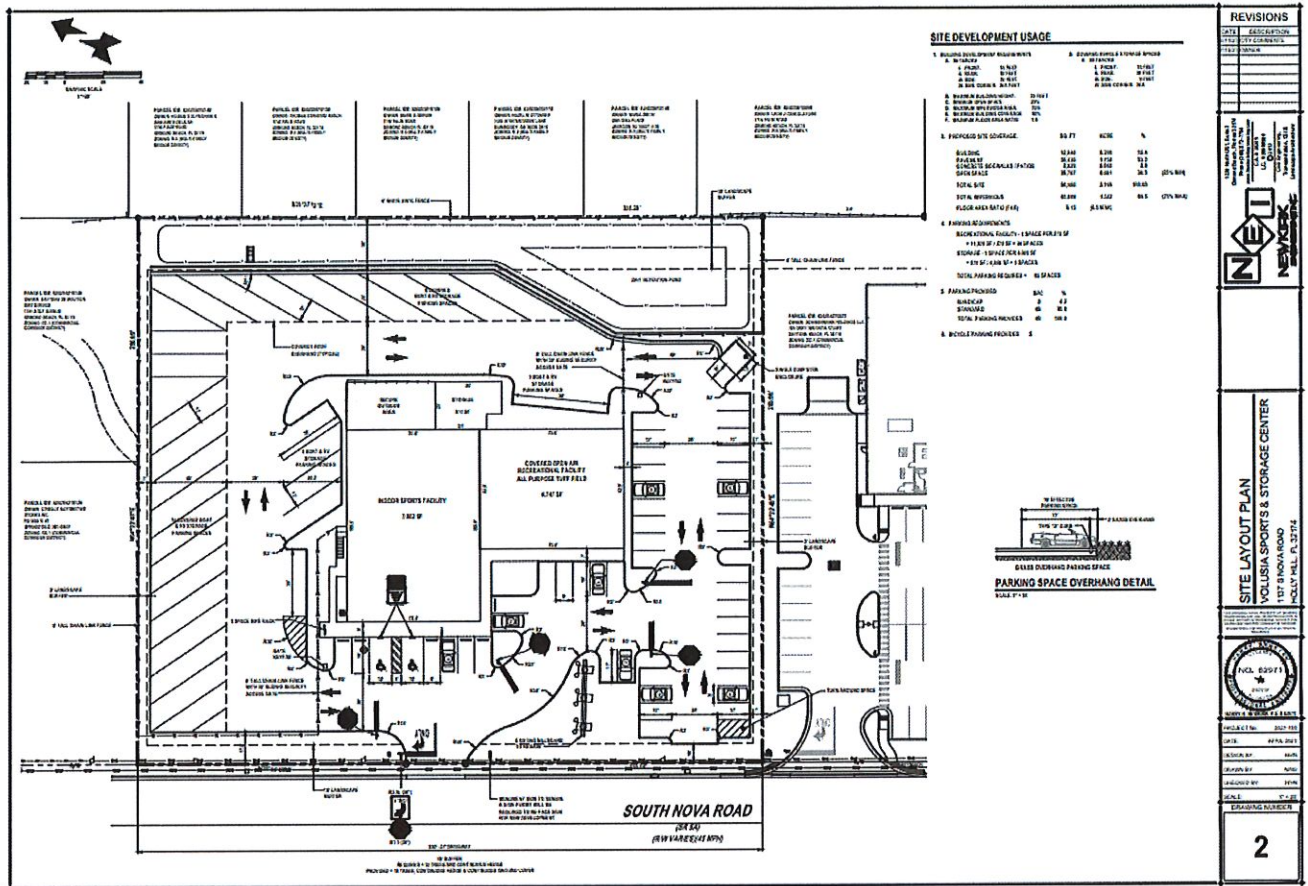
SOILS MAP
SCALE: 1" = 330'

NEED NEW

1

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE SUBCONTRACTOR ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTOR ONLY CHANGING ORIGINAL DRAWINGS FOR ITS WORK. BEFORE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NICHOLSON ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NICHOLSON ENGINEERING, INC. COPYRIGHT 2019 ALL RIGHTS RESERVED.





Zoning & Location Map

PART II - CODE OF ORDINANCES
Chapter 114 - ZONING
ARTICLE II. - DISTRICT REGULATIONS
DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

- (1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

- (2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.
- (5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.
- (6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

- (1) *Minimum project size:*

Area:

- a. Agriculture PUD: Eight acres.
 - b. Residential PUD: Two acres.
 - c. Business and Industrial PUD: No minimum.
 - d. Mixed Use PUD: One acre.
- (2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.
 - (3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

- (1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.
- (2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Sec. 114-771. Planned unit development regulations.

- (a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.
- (b) **Unified ownership.** All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.
- (c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.
- (d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.
- (e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:
 - (1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.
 - (2) Maintenance guarantees shall be approved by the city commission.
- (f) **Procedure for rezoning to PUD.**
 - (1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.
 - a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.
 - b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

- c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.
- (4) **BPUD, IPUD or MPUD application stage.** An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:
- a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:
 - i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.
 - ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.
 - iii. Driveway and access controls, including number and approximate location of driveways.
 - iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.
 - v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.
 - vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.
 - vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.
 - viii. General location of signs.
 - ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.
 - b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:
 - i. Evidence of unified ownership and control.
 - ii. Statement agreeing to:
 - iii. Proceed with the proposed development according to all regulations;
 - iv. Provide appropriate performance and maintenance guarantees;

- v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.
- vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.
- vii. Maximum building heights.
- viii. Minimum building spacing and floor areas.
- ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.
- x. Statement regarding ingress/egress controls to the site.
- xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.
- xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.
- xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.
- xiv. The proposed language of any covenants, easements or other restrictions.
- xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

- (1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.
- (2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.
- (3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.
- (4) *Amendments.* 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 deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)