

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

AGENDA • AUGUST 22, 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

1. CALL TO ORDER**2. ROLL CALL****3. INVOCATION****4. PLEDGE OF ALLEGIANCE****5. MINUTES**

1. Bopa Meeting August 1, 2022 Minutes

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

6. AGENDA ITEM(S)**7. ORDINANCES**

1. Ordinance 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 649 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF a SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; 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 IN EXHIBIT a FROM APUD (AGRICULTURE PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; 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, Regulating Planned Unit Developments; Amending Chapter 114 Titled Zoning, Section 114-771 Titled Planned Unit Development Regulations, of the Land Development Regulations, to Add Definitions and Reduce the Percentage of Required Open Space; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

8. OLD BUSINESS

A. City Planner Clarification on 732 Avondale Avenue Variance

9. BOARD / STAFF COMMUNICATIONS

10. 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**

5.1

**Board of Planning and Appeals
Agenda Item**

MEETING DATE: August 22, 2022
FROM: Eleni Deligianis
SUBJECT: Bopa Meeting August 1, 2022 Minutes
NUMBER: (ID # 3871)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 1, 2022 BOPA Meeting

MOTION:

Approve as submitted by staff.

- BOPA MINUTES AUGUST 1, 2022 (PDF)
- R. Hanger Form 8B 8-1-2022 (PDF)



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • AUGUST 1, 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

1. 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	Present	

2. INVOCATION

Invocation was led by Mike Myer.

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Robin Hanger.

4. MINUTES

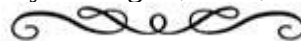
1. July 11, 2022 BOPA Minutes

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

Motion to approve minutes for August 1, 2022 by Loretta Arthur and two seconds by Tony Cassata and Robin Hanger.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Myer, Hanger, Smith, Cassata, Arthur

Enacted and approved this 1st day of August, 2022, in Holly Hill



5. AGENDA ITEM(S)

- VARIANCE – 732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Foot (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is

Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue

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

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

732 Avondale Avenue requests a variance from the requirements of Sec. 114-765 - schedule of dimensional requirements, requiring that principal structures in the R-3 zoning district be a minimum of 20ft from the rear property line. Such request is made in order to build a 293 square feet screen room addition onto the south side of the existing house. The request is made for property located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue; V-2022-02 (Gladys Silva, Applicant) (Brian Walker, Community Development Director).

Staff recommends approval of a rear yard setback variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, from twenty-feet (20 feet) to zero feet (0 feet), to allow the construction of a 293 square-foot attached screen room addition, on the south side of the existing home, located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue.

Motion to recommend approval of the variance for a setback from 20ft to 0ft to allow construction of screen room addition at 732 Avondale Avenue by Robin Hanger and seconded by Loretta Arthur.



6. ORDINANCES

1. An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit a from Cc-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to Bpud (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Board Member, Robin Hanger, recused himself from Board for this agenda item due to conflict of interest. He is one of the applicants. Please see Form 8B attached.

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

Holly Hill RV Park - consider a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit

Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and 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).

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically currently 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.

Applicant, Robin Hanger spoke on behalf of the request.

Members of the public to speak:

Christina Bolin - 1716 Center Avenue - Spoke against the rezone.

Ed O'Connell - 1607 Tuscaloosa Avenue - Spoke against the rezone.

Mike Moon- 1615 Tuscaloosa Avenue - Neutral - had concerns.

John Butterfield - 503 Peacock Rd - Spoke in favor.

Roger St. Onge - 1701 Anniston Avenue - Neutral - had concerns.

Zev Cohen Engineer - Mark Karet - Spoke on behalf of plans/engineering.

Motion to recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically currently 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 by Tony Cassata and two seconds by Loretta Arthur and Dennis Smith.



7. OLD BUSINESS

None.

8. BOARD / STAFF COMMUNICATIONS

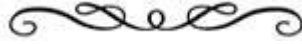
See following agenda item.

9. AGENDA ITEM

1. September Date Change

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

September meeting cancelled and moved to August 22, 2022 @6pm.



10. ADJOURNMENT

Adjourned at 7:04PM.

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>BOARD OF PLANNING</i>
MAILING ADDRESS <i>929 STATE AVE</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>HOUSTON</i> COUNTY <i>H-11</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>8-1-22</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 HANGER, hereby disclose that on 8-1-22, 2022:

(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 THE OWNER OF THIS PROPERTY
THIS WILL BE ONE OF MY PROJECTS
I REMOVED MYSELF FROM THE BOARD FOR
THIS ITEM*

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.

8-1-22

Date Filed



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: August 22, 2022
FROM: Brian Walker
SUBJECT: 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 649 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF a SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; 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 IN EXHIBIT a FROM APUD (AGRICULTURE PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NUMBER: (ID # 3848)
APPLICANT: Brian Walker
PLANNER:

Introduction

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from Low Density Single-Family Residential (LDSFR) to Medium Density Residential (MDR), and a separate Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development) to RPUD (Residential Planned Unit Development) for 4 parcels together totaling approximately 14.24 acres located approximately 900 feet west of Center Avenue on the south side of

6th Street and more specifically known as 661 6th Street, 659 6th Street, 649 6th Street and 538 Cedar Ave. (CPA-2022-01) and (RZ-2022-04) (Rick Maugeri, Applicant).

Background

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Low Density Single-Family Residential to Medium Density Residential, and a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development), to RPUD (Residential Planned Unit Development), in order to develop a 134-unit townhome development. The largest of the 4 parcels, 649 6th Street, was at one time an active farm. In March of 2020, a demolition permit was obtained to demolish a house on the site and the demolition has been completed. Therefore, the property is currently vacant.

The subject property abuts residential homes on the south and east, and commercial property on the west, commonly known as the News Journal Building. To the north across 6th Street, are residential homes.

Although the R-4A and R-6 zoning districts allow for townhome development, the applicant is proposing a Residential Planned Unit Development for their townhome project. This is because the R-4A and R-6 zoning districts are districts that do not allow for any flexibility with regard to development standards. For example, the R-4A zoning district allows a maximum density of 7 dwelling units per acre. However, the applicant is proposing more than that. The R-6 zoning district requires a 30-foot rear setback. However, the applicant's project proposes a 10-foot rear setback. For these reasons, the project does not qualify for the R-4A or R-6 zoning district. Therefore, the applicant is requesting a Residential Planned Unit Development (RPUD) which allows for some flexibility with respect to development standards. The applicant is also proposing to provide enhanced development standards in other areas of the project, such as with buffers and landscaping.

Site Information

Size of Property: The property consists of 4 parcels and is approximately 14.24 acres

Legal Description: (Exhibit A)

Parcel Identification Numbers: Per Property Appraiser. **(Exhibit B)**

General Location: The property is approximately 900 feet west of Center Avenue on the south side of 6th Street. **(Exhibit C)**

Frontage: The property has approximately 780 feet of frontage along 6th Street.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (Exhibit D)

Existing Development: The property is currently vacant.

Future Land Use Designation: The current FLU designation is Low Density Single-Family Residential and the proposed FLU designation is Medium Density Residential. **(Exhibit E)**

Zoning: Current Zoning is R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development), and the proposed is zoning is RPUD (Residential Planned Unit Development). **(Exhibit F)**.

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, most of the property is flood prone. **(Exhibit G)**

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

Buffers: Enhanced landscaped buffers are proposed and will be fully landscaped upon development.

Required Vacates: In order to develop the project as shown on the Preliminary Plan, a portion of Bay Avenue, south of 6th Street and a portion of Cedar Avenue, south of 6th Street will need to be vacated.

Zoning and Land Uses

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled “**Zoning and Land Use Table.**”

Project Analysis

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its 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 have been analyzed **based on gross acreage** and are summarized below. Supporting details for the analysis are shown in **Exhibit H** titled, Facility Impact Analysis. The School Board has also provided a Finding of Adequate Capacity attached as **Exhibit I**.

Development Potential

Current FLU: The maximum permitted density under the property’s current FLUM of Low Density Single-Family Residential (LDSFR) is 6 dwelling units per net acre.

Proposed FLU: The maximum permitted density under the proposed FLU of Medium Density Residential is 7 up to 19 dwelling units per net acre.

Potable Water Data and Analysis:

Potable Water Demand under the Current FLUM Designation is an average daily flow of 25,500 gallons per day.

Potable Water Demand under the Proposed FLUM Designation is an average daily flow of 85,500 gallons per day.

Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment is an increase of 60,000 gpd.

Capacity: The City's potable water treatment plant has a processing capacity of 2.3 MGD. The current maximum daily flow is 1.3 MGD. Therefore, the plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. Development will be required to connect to City water.

Sanitary Sewer Data and Analysis:

Maximum Sanitary Sewer Demand under the Current FLUM Designation is an average daily flow of 21,250 gallons per day.

Sanitary Sewer Demand under the Proposed FLUM Designation is 71,250 gallons per day.

Change in Sanitary Sewer Usage

The change in Sanitary Sewer Demand resulting from a Land Use Amendment is an increase of 50,000 gpd.

Capacity: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. The anticipated amount of wastewater to be generated by the increased density is 71,250 gallons per day. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect to City sewer.

Transportation: The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Stormwater Management: The proposed use is medium density residential. The existing drainage patterns will be maintained and all stormwater calculations will comply with current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency. This project will attenuate and treat the stormwater for the mean annual, 25-year, 24-hour and 100-year, 24-hour storm events. The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

Consistency with Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban

sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following policies:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the Medium Density Residential FLU at more than 6 but fewer than 20 per net acre.

The parcel is currently vacant. Future development on the subject parcel will be required to comply with this requirement.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

The parcel is currently vacant. Any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Chapter 3 - Housing Element

- **Policy 1.1.1** - The City shall maintain sufficient residentially zoned land to accommodate the projected housing development with a reasonable degree of flexibility and choice in location, density, housing type and cost.
- **Policy 1.1.4** - Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.
- **Policy 1.3.1** - The City shall continue to encourage the use of innovative land development techniques including planned-unit-development and cluster

development which could reduce land development and housing construction costs while maintaining and improving the quality of housing and neighborhoods.

- **Policy 1.7.1** - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve the increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category

The property is sandwiched between commercial property on the west and residential homes on the east. Homes are also to the north and south. The property is less than 1500 feet from Nova Road which is classified as a Principal Arterial, and 600 feet from Center Avenue, which is classified as a Collector road. The Residential Planned Unit Development to allow townhomes, is an appropriate zoning classification to transition from the commercial property along Nova Road on the west, to the residential homes on the east, north and south. Most of the property is surrounded by R-2 zoning which requires that homes have a minimum floor area of 1000 square feet. The minimum floor area of the proposed townhomes is 1060 square feet.

Staff Recommendation

Adopt 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 649 6th street having parcel number 4244-01-20-0037 and 661 6th street having parcel number 4244-01-20-0048 and 659 6th street having parcel number 4244-01-20-0045 and 538 cedar avenue having parcel number 4244-01-20-0046, by virtue of a small scale future land use map amendment; changing the future land use map designation from low density single-family residential to medium density residential; providing for conflicting ordinances; providing for severability; and providing an effective date.

and

Adopt the proposed Ordinance enacting a Rezone from R-2 (Low Medium-Density Single-Family Residential) and APUD (Agriculture Planned Unit Development) to RPUD (Residential Planned Unit Development) and approve the associated Preliminary Plan and Written Development Agreement, for 4 parcels together totaling approximately 14.24 acres located approximately 900 feet west of Center Avenue on the south side of 6th Street and more specifically known as 661 6th Street, 659 Sixth Street, 649 6th Street and 538 Cedar.

ATTACHMENTS:

- Application (PDF)
- Development Agreement - The Vineyards (PDF)

- Exhibit A - Legal Description (PDF)
- Exhibit B - Property Appraiser (PDF)
- Exhibit C - Location Map (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Current and Proposed FLU of Property (PDF)
- Exhibit F - Current and Proposed Zoning of Property (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Facility Impact Analysis (PDF)
- Exhibit I - Finding-of-Adequate-Capacity (PDF)
- Preliminary Development Plan (PDF)
- Zoning and Land Use Table (PDF)
- Land Use and Zoning District Descriptions (PDF)
- Boundary and Tree Survey (PDF)

Ordinance No. (ID # 3848)

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 649 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6TH STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; 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 IN EXHIBIT A FROM APUD (AGRICULTURE PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO.

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 649 6th STREET HAVING PARCEL NUMBER 4244-01-20-0037 AND 661 6th STREET HAVING PARCEL NUMBER 4244-01-20-0048 AND 659 6th STREET HAVING PARCEL NUMBER 4244-01-20-0045 AND 538 CEDAR AVENUE HAVING PARCEL NUMBER 4244-01-20-0046, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment A and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

Section 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 649 6th Street having parcel number 4244-01-20-0037 and 661 6th Street having parcel number 4244-01-20-0048 and 659 6th Street having parcel number 4244-01-20-0045 and 538 Cedar Avenue having parcel number 4244-01-20-0046 as described in Attachment A, as Medium Density Residential.

Section 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

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

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

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

Section 6. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

ATTACHMENT A

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES

SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM APUD (AGRICULTURE PLANNED UNIT DEVELOPMENT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment to the

Land Development Regulations is consistent with its adopted comprehensive plan,

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

Section 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Attachment B and incorporated in this Ordinance by reference.

Section 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

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

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

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

Section 6. This ordinance shall become effective following approval of the future land use map amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

ATTACHMENT A

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY,

FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

ATTACHMENT B DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as The Vineyards Residential Planned Unit Development (RPUD) located at 649 6th Street, Holly Hill, Florida 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ____ day of _____, 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 The Vineyards Townhomes, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer 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 to, or contract to purchase, the Subject Property, and intends to develop such property as The Vineyards Townhomes; and

WHEREAS the Owner/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 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, concurrency management system, and all land development regulations; and

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

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Agreement as the Written Agreement of the RPUD and an **Exhibit "B"**, attached hereto as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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

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

2. Ownership. The legal and equitable owners of the Subject Property are: The Vineyards Townhomes, LLC, a Florida limited liability company.

3. Title Opinion/Certification. The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

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

A. Permitted principal uses allowable on the Subject Property:

1. Residential Townhomes

B. Proposed maximum density (in number of dwelling units per net acre): 14 dwelling units per net acre.

C. Required Open Space is 35 percent.

D. Required Common Open Space is 25 percent.

E. Open Space Provided: 57.2% and includes all green space and ponds

F. Common Open Space Provided: 31.7%.

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

H. Minimum lot size area (in square feet): 1,800 square feet

I. Minimum townhome floor area: 1060 square feet

J. Minimum lot width (in feet): 20 feet

K. Minimum Building Separation: 20 feet

L. Minimum yard setbacks:

- | | |
|----------------------|---------|
| 1. Front yard: | 25 feet |
| 2. Side yard: | 0 feet |
| 3. Street side yard: | 10 feet |
| 4. Rear yard: | 10 feet |

M. Maximum building height (in feet): 30 feet

N. Minimum parking standards are as shown and stated on the Preliminary Plan.

O. Lighting shall not exceed .5-foot candles at the property line.

P. Emergency Access: Emergency access to be provided on Cavanah Drive.

- Q.** Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association, as defined within this Agreement.
- R.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.
- S.** Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowners Association and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Homeowners Association, 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.
- T.** 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, because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. Public Facilities/Land Dedication. Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property **are, as follows:** None.

8. 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.

9. Obligations. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to

complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in Paragraph (19) hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. 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 apply.

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

12. **Compliance.** The Owner/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 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 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.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/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 thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/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 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 in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph (19)** of this Agreement.

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

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

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

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

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

19. **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 REPRESENTATIVES:

The Vineyards Townhomes, LLC
123 Magnolia Avenue
Daytona Beach, Florida 32114

With copy to:

Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

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

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

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

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

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

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

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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

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

29. **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.

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

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



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: The Vineyards
 PARCEL ID #(S): 424401200037, 42440120045, 424401200046 & 424401200048
 LOCATION: 649 6th Street
 EXISTING USE(S): Vacant vineyard and residential
 PROPOSED USE(S): Townhome residential development
 TOTAL ACREAGE: 14.249
 WATER PROVIDER: Holly Hill
 PRIVATE WELL: NA
 CURRENT ZONING: R2
 CURRENT FUTURE LAND USE: Residential
 SEWER PROVIDER: Holly Hill
 PRIVATE SEPTIC: NA
 PROPOSED ZONING: PD
 PROPOSED FUTURE LAND USE: Residential

APPLICANT INFORMATION:

Name: Rick Maugeri, Manager
 Address: 123 Magnolia Avenue, Daytona Beach, FL 32114
 Company: The Vineyards Townhomes, LLC
 E-Mail: rickm@ridge-development.com
 Phone: 386-547-6176
 Fax: _____
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Christopher Payne, Manager
 Vineyard and Produce of Holly Hill, Inc.
 Address: 176 S Orchard Street
 Ormond Beach, FL 32174
 E-Mail: _____
 Phone: _____
 Fax: _____

CONSULTANT INFORMATION:

Name: Harry Newkirk, PE #62971
 Address: 1230 N US Highway 1, Suite 3, Ormond Beach
 Company: Newkirk Engineering, Inc.
 E-Mail: harry@newkirk-engineering.com
 Phone: 386-872-7794
 Fax: _____

Attachment: Application (3848 : The Vineyards - CPA and Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_____ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☒ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☒ APPLICATION AND FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☒ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☒ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☒ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☒ PRELIMINARY DEVELOPMENT PLAN (PD REZONE ONLY - SEE CODE SEC. 114-771)
- ☒ **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- ☒ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity:** Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: 
(Signature)

Rick Maugeri

(Print)

6/6/22
(Date)

Attachment: Application (3848 : The Vineyards - CPA and Rezone)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is:

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

I, The Vineyards Townhomes, LLC, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 424401200045, 424401200046, 424401200048 hereby affirm that Newkirk Engineering, Inc. is hereby designated to act as my authorized agent for the filing of the attached application and make binding statements and commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☒ Development Plan
☐ Special Event Permit ☐ Vacate ☐ Sign ☒ Rezone/Comp Plan Amendment
☐ Other Subdivision and Plat

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

Date

6/6/22

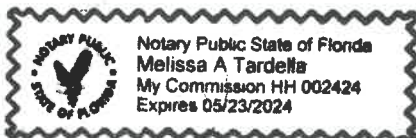
Owner's Signature
Rick Maugeri

Owner's Name

STATE OF FLORIDA

COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Richard C Maugeri, who is personally known to me "or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 6th day of June, 2022.



NOTARY PUBLIC

Melissa A Tardella

Attachment: Application (3848 : The Vineyards - CPA and Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is:

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

I, Vineyard & Produce of Holly Hill, LLC, the owner of record for the following described property
(Legal Description or Tax/Parcel ID Number) 424401200037
hereby affirm that The Vineyards Townhomes, LLC & Newkirk Engineering is hereby designated to act as
my authorized agent for the filing of the attached application and make binding statements and
commitments regarding the request for a:

☐ Arbor Permit ☐ Special Exception ☐ Variance ☒ Development Plan
☐ Special Event Permit ☐ Vacate ☐ Sign ☒ Rezone/Comp Plan Amendment
☒ Other Subdivision & Plat

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

Date

June 6th, 2022

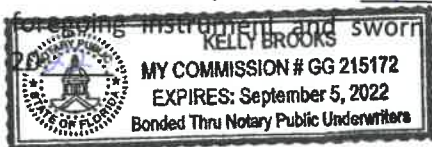
Owner's Signature
Christopher Payne

Owner's Name

STATE OF FLORIDA

COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Christopher Payne, who is personally known to me or who has produced a FL DL as identification and who executed the



an oath on this 6 day of June

Kelly Brooks
NOTARY PUBLIC

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as The Vineyards Residential Planned Unit Development (RPUD) located at 649 6th Street, Holly Hill, Florida 32117 (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 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 The Vineyards Townhomes, LLC, a Florida limited liability company, (hereinafter referred to as the “Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Owner/Developer 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 to, or contract to purchase, the Subject Property, and intends to develop such property as The Vineyards Townhomes; and

WHEREAS the Owner/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 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, concurrency management system, and all land development regulations; and

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

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code. The PUD shall consist of this Agreement as the Written Agreement of the RPUD and an **Exhibit “B”**, attached hereto as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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

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

2. **Ownership.** The legal and equitable owners of the Subject Property are: The Vineyards Townhomes, LLC, a Florida limited liability company.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

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

A. Permitted principal uses allowable on the Subject Property:

1. Residential Townhomes

B. Proposed maximum density (in number of dwelling units per net acre): 14 dwelling units per net acre.

C. Required Open Space is 35 percent.

- D.** Required Common Open Space is 25 percent.
- E.** Open Space Provided: 57.2% and includes all green space and ponds
- F.** Common Open Space Provided: 31.7%.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.
- H.** Minimum lot size area (in square feet): 1,800 square feet
- I.** Minimum townhome floor area: 1060 square feet
- J.** Minimum lot width (in feet): 20 feet
- K.** Minimum Building Separation: 20 feet
- L.** Minimum yard setbacks:
 - 1. Front yard: 25 feet
 - 2. Side yard: 0 feet
 - 3. Street side yard: 10 feet
 - 4. Rear yard: 10 feet
- M.** Maximum building height (in feet): 30 feet
- N.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- O.** Lighting shall not exceed .5-foot candles at the property line.
- P.** Emergency Access: Emergency access to be provided on Cavanah Drive.
- Q.** Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association, as defined within this Agreement.
- R.** Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

- S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowners Association and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Homeowners Association, 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.
- T. 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, because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: None.

8. **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.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in Paragraph (19) hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. 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 apply.

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

12. **Compliance.** The Owner/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 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 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.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/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 thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/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 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 in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (19) of this Agreement.

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

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

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

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

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

19. **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 REPRESENTATIVES:

The Vineyards Townhomes, LLC
123 Magnolia Avenue
Daytona Beach, Florida 32114

With copy to:

Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

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

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.

Holly Hill, Florida 32725

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

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

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

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

23. **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.

24. **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.

25. **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.

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

27. **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.

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

29. **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.

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

31. **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/Developer and the City have executed this Agreement.

OWNER/DEVELOPER

**By: The Vineyards Townhomes, LLC, a
Florida limited liability company**

Signature of Witness # 1

Richard C. Maugeri, Manager

Print or type name

Signature of Witness #2

Print or type name

Mailing Address: 123 Magnolia Avenue
Daytona Beach, FL 32114

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Richard C. Maugeri, as Manager of Ridge Development Group, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

Attachment: Development Agreement - The Vineyards (3848 : The Vineyards - CPA and Rezone)

CITY OF HOLLY HILL:**By:**_____
Chris Via, Mayor**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

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.

EXHIBIT B



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221842 Parcel ID: 424401200037
VINEYARD & PRODUCE OF HOLLY HILL LLC 649 6TH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key: 3221842
Parcel ID: 424401200037
Township-Range-Section: 14 - 32 - 44
Subdivision-Block-Lot: 01 - 20 - 0037
Owner(s): VINEYARD & PRODUCE OF HOLLY HILL LLC - FS - Fee Simple -
Mailing Address On File: 175 S ORCHARD ST
ORMOND BEACH FL 32174
Physical Address: 649 6TH ST, HOLLY HILL 32117
Property Use: 0000 - VACANT RES
Tax District: 203-HOLLY HILL
2021 Certified Millage Rate: 19.817
Neighborhood: 2002
Business Name:
Subdivision Name:
Homestead Property: No



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221931 Parcel ID: 424401200046
RIDGE DEVELOPMENT GROUP LLC 538 CEDAR AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key: 3221931
Parcel ID: 424401200046
Township-Range-Section: 14 - 32 - 44
Subdivision-Block-Lot: 01 - 20 - 0046
Owner(s): RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File: 123 MAGNOLIA AVE
DAYTONA BEACH FL 32114
Physical Address: 538 CEDAR AVE, HOLLY HILL 32117
Property Use: 0000 - VACANT RES
Tax District: 203-HOLLY HILL
2021 Certified Millage Rate: 19.817
Neighborhood: 2002
Business Name:
Subdivision Name:
Homestead Property: No



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221923 Parcel ID: 424401200045
RIDGE DEVELOPMENT GROUP LLC 659 6TH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key: 3221923
Parcel ID: 424401200045
Township-Range-Section: 14 - 32 - 44
Subdivision-Block-Lot: 01 - 20 - 0045
Owner(s): RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File: 123 MAGNOLIA AVE
DAYTONA BEACH FL 32114
Physical Address: 659 6TH ST, HOLLY HILL 32117
Property Use: 0000 - VACANT RES
Tax District: 203-HOLLY HILL
2021 Certified Millage Rate: 19.817
Neighborhood: 2002
Business Name:
Subdivision Name:
Homestead Property: No



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3221958 Parcel ID: 424401200048
RIDGE DEVELOPMENT GROUP LLC 661 6TH ST, HOLLY HILL, FL

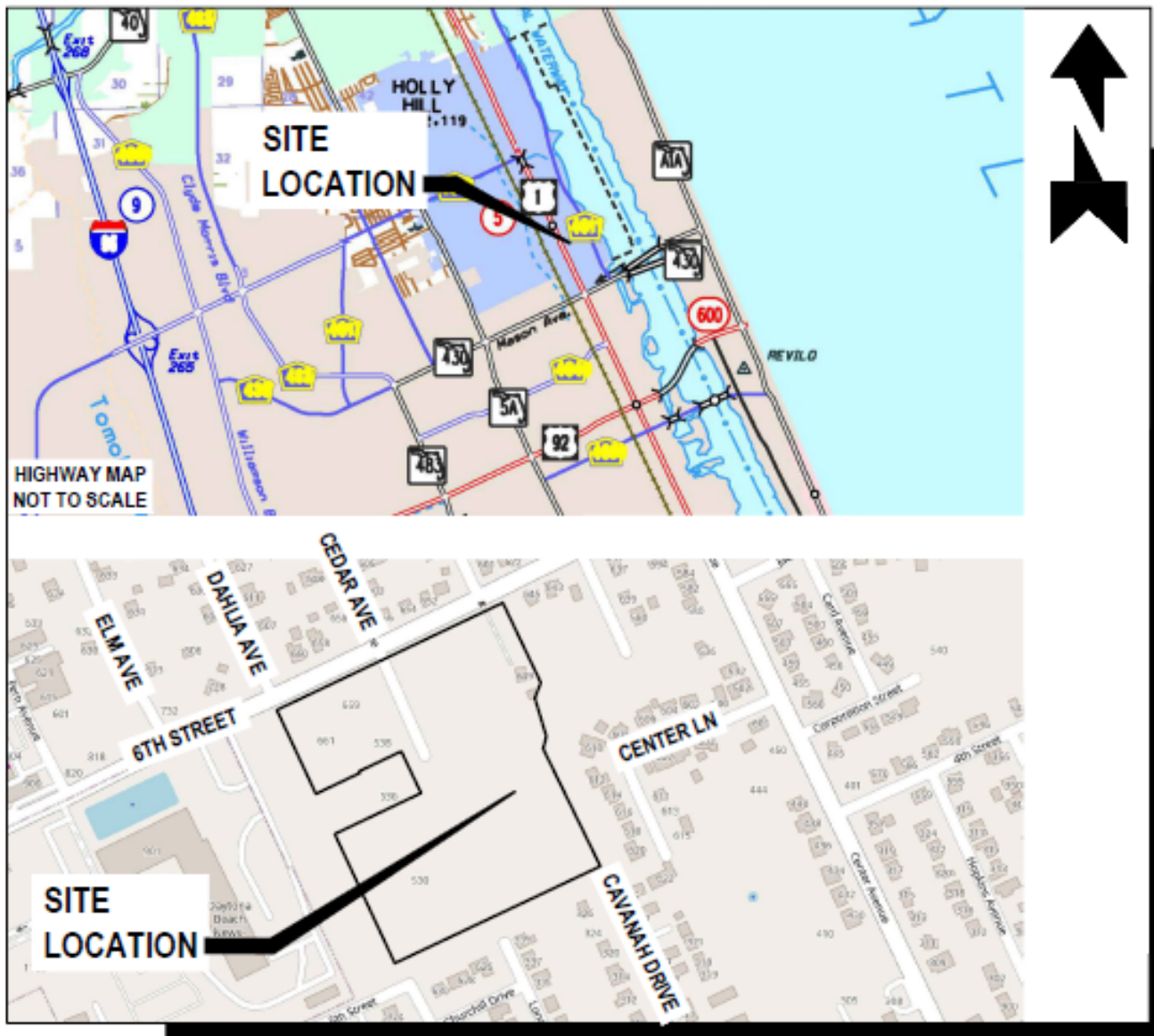
Parcel Summary

Alternate Key: 3221958
Parcel ID: 424401200048
Township-Range-Section: 14 - 32 - 44
Subdivision-Block-Lot: 01 - 20 - 0048
Owner(s): RIDGE DEVELOPMENT GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File: 123 MAGNOLIA AVE
DAYTONA BEACH FL 32114
Physical Address: 661 6TH ST, HOLLY HILL 32117
Property Use: 0000 - VACANT RES
Tax District: 203-HOLLY HILL
2021 Certified Millage Rate: 19.817
Neighborhood: 2002
Business Name:
Subdivision Name:
Homestead Property: No

Property Appraiser Information

Attachment: Exhibit B - Property Appraiser (3848 : The Vineyards - CPA and Rezone)

EXHIBIT C



LOCATION MAP

SCALE: 1" = 500'

Location Map

EXHIBIT D



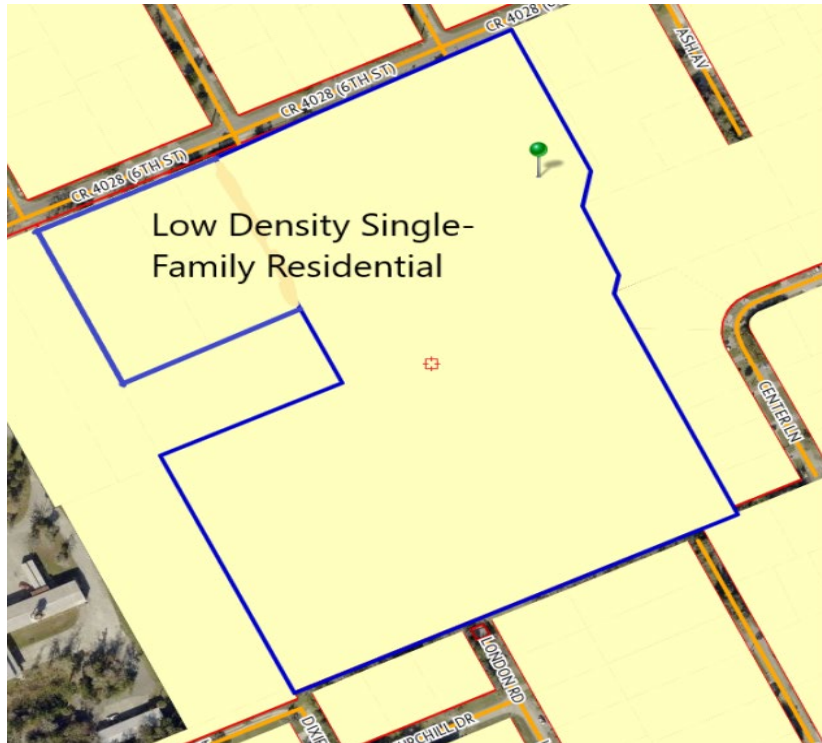
AERIAL MAP

SCALE: 1" = 300'

Aerial Map

EXHIBIT E

Current FLU – Low Density Single-Family Residential



Proposed FLU – Medium Density Residential

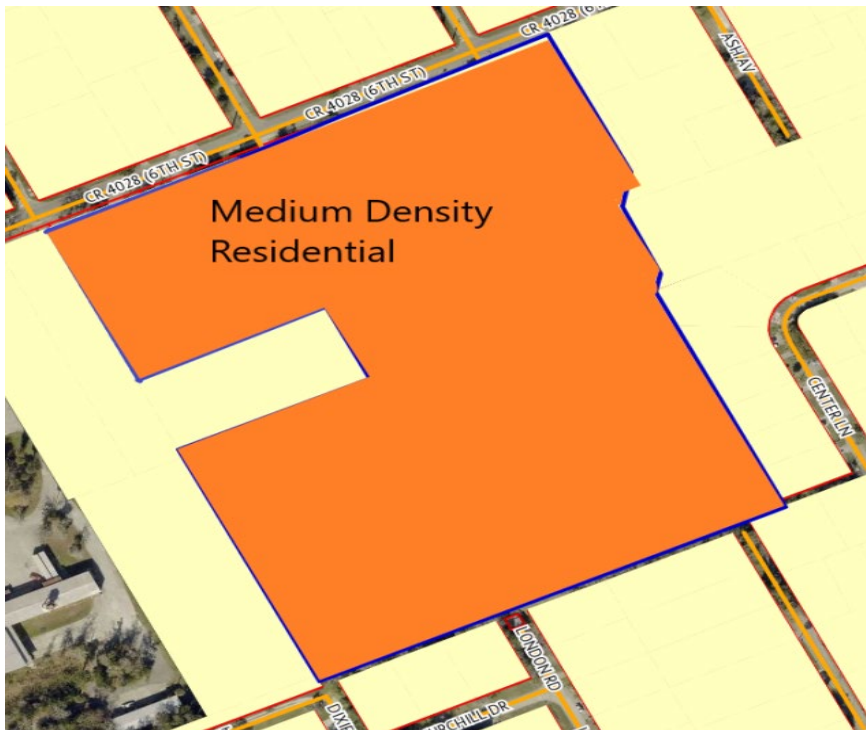
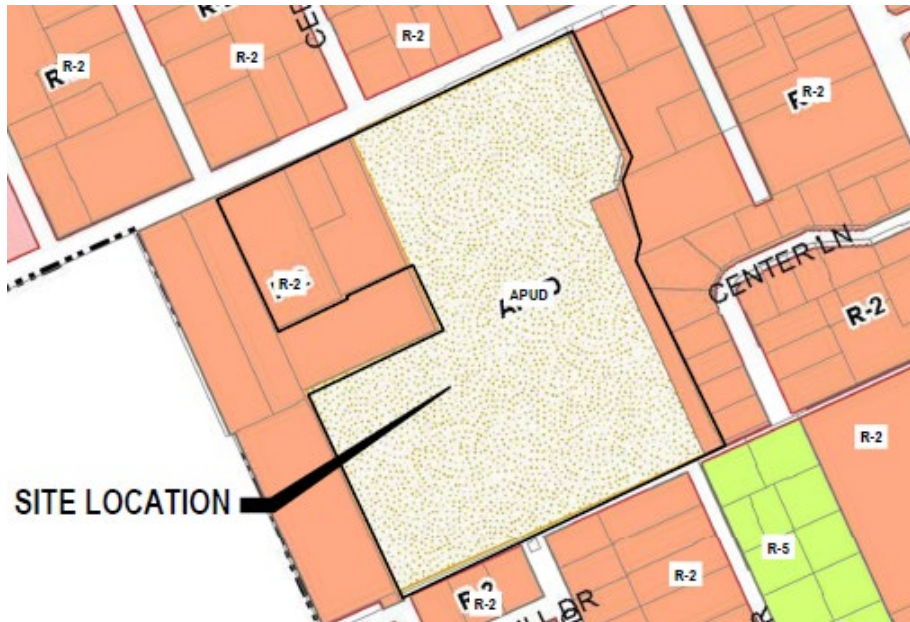


EXHIBIT F

CURRENT ZONING – APUD and R-2



PROPOSED ZONING RPUD

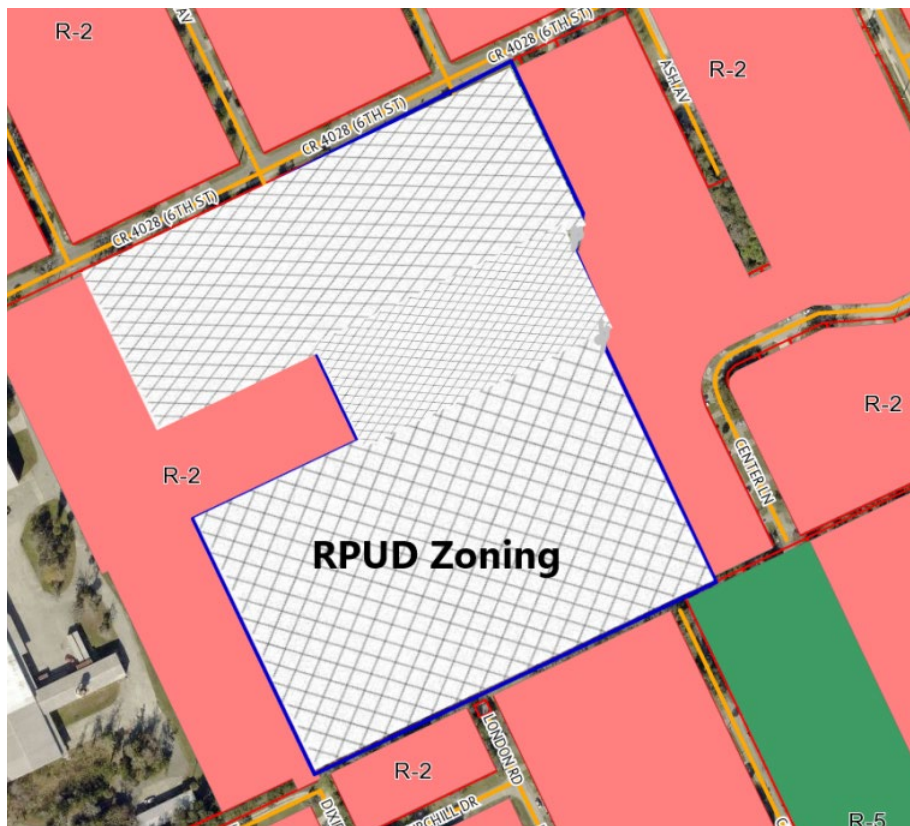


EXHIBIT G



FLOOD ZONE MAP

SCALE: 1" = 300'

FLOOD ZONE "X" & "A" (EL 7.5 NAVD)

PANEL 12127C0356J, 9/29/2017

Flood Map



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

July 6, 2022

Brian M. Walker, AICP, Community Development Director

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

**Re: The Vineyards (R-2022-2)
Facility Demand Analysis**

Dear Mr. Walker:

Sanitary Sewer Data and Analysis

Current FLU Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	250/unit	21,250	63,750

Proposed FLU Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	250/unit	71,250	213,750

Proposed Project Sanitary Sewer Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	250/unit	33,500	100,500

Attachment: Exhibit H - Facility Impact Analysis (3848 : The Vineyards - CPA and Rezone)

Potable Water Data and Analysis

Current FLU Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	300/unit	25,500	76,500

Proposed FLU Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	300/unit	85,500	256,500

Proposed Project Potable Water Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Per Capital Flow (gal/day)	Average Daily Flow (gal/day)	Peak Flow (gal/day) (Average x 3)
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	300/unit	40,200	120,600

Traffic Data and Analysis

Current FLU Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use ITE	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	ITE 210 Single Family Residential	813	64	86

Proposed FLU Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Medium Density Residential	14.25	R3	20 units/acre	285	ITE 210 Single Family Residential	2727	214	288

Proposed Project Traffic Demand								
Future Land Use	Area (ac)	Zoning Categories	Proposed Density	Current Units	Type of Use	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trip
Medium Density Residential	14.25	PUD	9.4 units/acre	134	ITE 230 Residential Townhouse	779	59	70

Solid Waste Data and Analysis

The nearest solid waste landfill (Tomoka Landfill operated by Volusia County) is 3,400 acres and will not reach capacity until the year 2052. The Tomoka Landfill has sufficient capacity to accommodate the proposed FLUM designation.

Current FLU Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Low Density Residential	14.25	R2 & APUD	6 units/acre	85	Single Family Residential	1.5/unit	128

Proposed FLU Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Density	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Medium Density Residential	14.25	R3	20 units/acre	285	Single Family Residential	1.5/unit	428

Proposed Project Solid Waste Demand							
Future Land Use	Area (ac)	Zoning Categories	Current Proposed	Current Units	Type of Use	Per Capital Solid Waste (cy/month)	Average Monthly Waste (cy/month)
Medium Density Residential	14.25	PUD	9.4 units/acre	134	Single Family Residential	1.5/unit	201

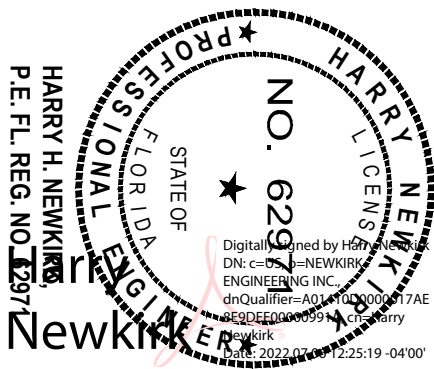
Stormwater Data and Analysis

The proposed use is medium density residential. The existing drainage patterns will be maintained and all stormwater calculations will comply with current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency. This project will attenuate and treat the stormwater for the mean annual, 25-year, 24-hour and 100-year, 24-hour storm events. The site will be developed in accordance with all Local, State and Federal regulations. Post development stormwater discharge rates and volumes will not exceed pre-development discharge rates and volumes.

If you have any questions or need additional information, please feel free to call or email me at Harry@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.



Harry Newkirk, PE No. 62971
President/CEO of Newkirk Engineering, Inc.



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

School Adequate Capacity Determination Finding of Adequate Capacity Letter

July 19, 2022

Mr. Rick Maugeri
Manager
The Vineyards Townhomes, LLC
123 Magnolia Ave
Daytona Beach, FL 32114

RE : The Vineyards – City of Holly Hill
School Capacity Review #22-07-08-002-A

Dear Mr. Maugeri:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed The Vineyards associated with 14 +/- acres of property located at or near the intersection of N Nova Rd and 6th St within Holly Hill city limits. Proposed project would provide for one hundred and thirty-four (134) multi-family townhome units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eighteen (18) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multifamily Dwelling Unit	0.127	134	18
Manufactured Home Dwelling Unit	0.047	0	0
Total		134	18

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

Table 2

Schools	SY 2021/22 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Holly Hill School	1,024	98%	No	11
Mainland High (Halifax CSA)	1,780	91%	No	5
Other				2

The student projections generated by this project **will not** increase the existing percentage above 100% permanent capacity at any school level. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,



Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Brian Walker, Community Development Director, City of Holly Hill
Lisa V. Divina, Volusia County School Board Project File



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	The Vineyards
VCSB Project #	22-07-08-002-A
Jurisdiction Project #	
Parcel ID Numbers	4244-01-20-0037; 4244-01-20-0045; 4244-01-20-0046; 4244-01-20-0048
Project Location	N Nova Rd and 6th St
Potential Residential Units	137 Multi-Family Townhomes
Property Owner/Applicant	The Vineyards Townhomes, LLC
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

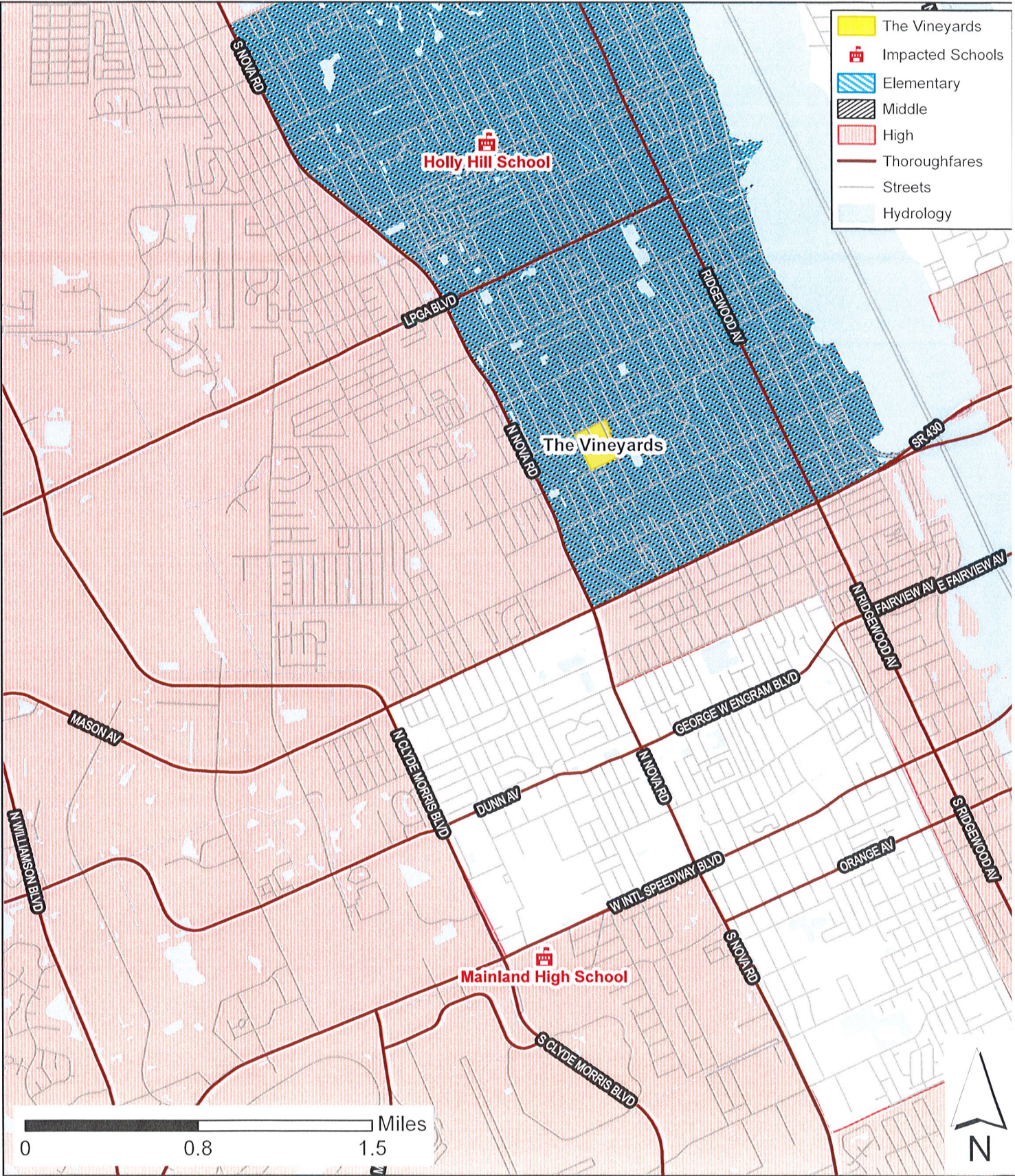
Stephanie B. Doster
Coordinator, Planning

July 19, 2022
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review -

The Vineyards

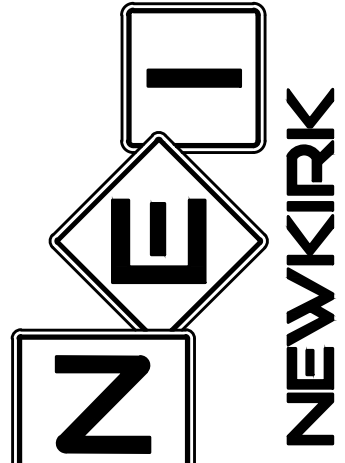


Attachment: Exhibit I - Finding-of-Adequate-Capacity (3848 : The Vineyards - CPA and Rezone)

REVISIONS

DATE	DESCRIPTION

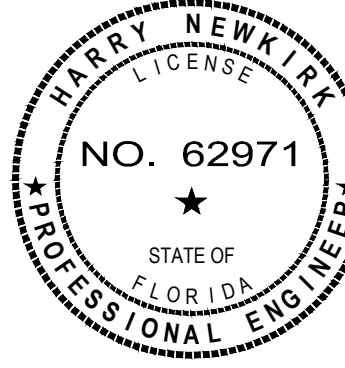
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 2600584
© 2013
Civil Engineering,
Transportation, CEI &
Landscape Architecture



OVERALL SITE PLAN
VINEYARD
649 6TH STREET
HOLLY HILL, FL 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2022-86
DATE:	JUNE 2022
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 50'
DRAWING NUMBER	

2

SITE DEVELOPMENT USAGE

1. SETBACK:	BUILDING	LANDSCAPE
FRONT (6TH ST)	25 FEET	20 FEET
REAR	10 FEET	10 FEET
SIDE	0 FEET	10 FEET
SIDE CORNER	10 FEET	10 FEET
MAXIMUM BUILDING HEIGHT	30 FEET	
MAXIMUM BUILDING COVERAGE	30%	
MAXIMUM IMPERVIOUS	50%	
MINIMUM BUILDING SEPARATION	20 FEET	

2. PROPOSED SITE COVERAGE:

AREA TYPE	SF	ACRE	% OF SITE
BUILDINGS	121,060	2.779	19.5%
PAVEMENT	124,895	2.867	20.1%
SIDEWALK / PADS	19,598	0.450	3.2%
GREEN SPACE	355,133	8.153	57.2%
TOTAL SITE	620,676	14.249	100.0%
COMMON OPEN SPACE	196,663	4.515	31.7%
TOTAL IMPERVIOUS	265,543	6.096	42.8%
TOTAL PERVIOUS	355,133	8.153	57.2%

PROPOSED BUILDING COVERAGE: 19.5%

3. DENSITY

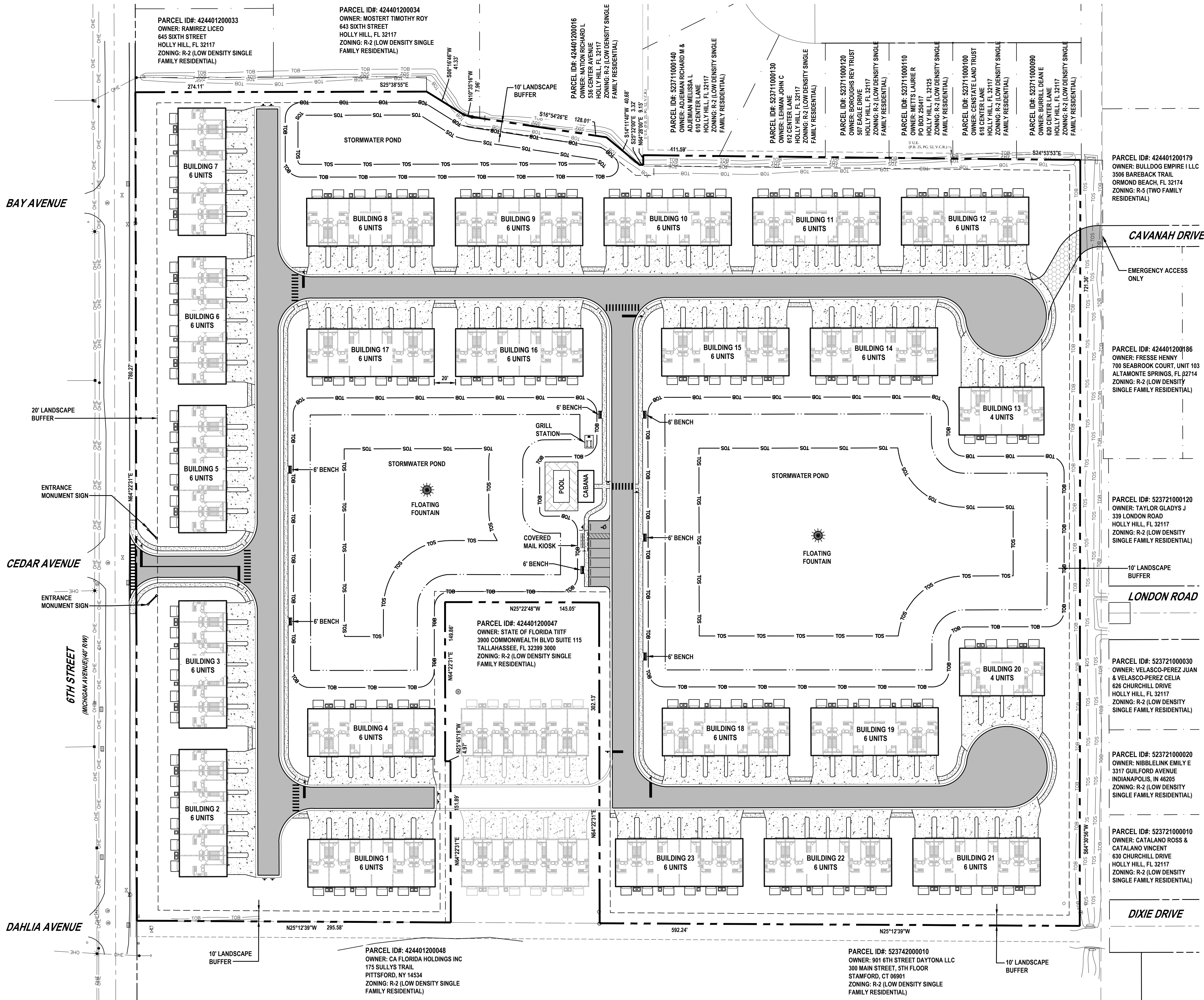
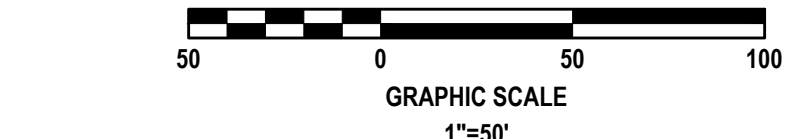
134 UNITS / 14.25 ACRES = 9.40 UNITS PER ACRE (GROSS DENSITY)
134 UNITS / 10.14 ACRES = 13.21 UNITS PER ACRE (NET DENSITY)

4. PARKING REQUIREMENTS

2 SPACES PER UNIT x 134 UNITS = 268 SPACES
TOTAL REQUIRED PARKING = 268 SPACES

5. PARKING PROVIDED

UNIT DRIVEWAY	268	65.7
UNIT GARAGE	134	32.8
POOL ACCESSIBLE	1	0.3
POOL STANDARD	5	1.2
TOTAL PARKING PROVIDED	408	100.0



PARCEL ID#: 523742000010
OWNER: 901 6TH STREET DAYTONA LLC
300 MAIN STREET, 5TH FLOOR
STAMFORD, CT 06901
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 424401200179
OWNER: BULLDOGE EMPIRE I LLC
3506 BAREBACK TRAIL
ORMOND BEACH, FL 32174
ZONING: R-5 (TWO FAMILY RESIDENTIAL)

PARCEL ID#: 424401200186
OWNER: FRESSE HENNY
700 SEABROOK COURT, UNIT 103
ALTA MONTE SPRINGS, FL 32714
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 523721000120
OWNER: TAYLOR GLADYS J
339 LONDON ROAD
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 523721000030
OWNER: VELASCO-PEREZ JUAN & VELASCO-PEREZ CELIA
626 CHURCHILL DRIVE
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 523721000020
OWNER: NIBBLELINK EMILY E
3317 GUILFORD AVENUE
INDIANAPOLIS, IN 46205
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 523721000010
OWNER: CATALANO ROSS & CATALANO VINCENT
630 CHURCHILL DRIVE
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 424401200034
OWNER: RAMIREZ LICEO
645 SIXTH STREET
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 424401200016
OWNER: NATION RICHARD L
538 CENTER AVENUE
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000140
OWNER: ADJEJAN RICHARD M & ADJEJAN MELISSA L
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000130
OWNER: LEHMAN JOHN C
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000120
OWNER: BORGHES REY TRUST
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000110
OWNER: METTS LAURE R
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000100
OWNER: CENSTATE LAND TRUST
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 52371000090
OWNER: CENSTATE LAND TRUST
HOLLY HILL, FL 32117
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 424401200047
OWNER: STATE OF FLORIDA TITF
3900 COMMONWEALTH BLVD SUITE 115
TALLAHASSEE, FL 32399 3000
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 424401200048
OWNER: CA FLORIDA HOLDINGS INC
175 SULLYS TRAIL
PITTSFORD, NY 14534
ZONING: R-2 (LOW DENSITY SINGLE FAMILY RESIDENTIAL)

Table 1: Land Use and Zoning Table

6th Street – The Vineyards

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Vacant Land	Low Density Single-Family Residential	R-2 (Residential) and APUD
North	Residential Development	Low Density Single-Family Residential	R-2 (Residential)
South	Residential Development	Low Density Single-Family Residential	R-2 (Residential)
East	Residential Development	Low Density Single-Family Residential	R-2 (Residential)
West	Retention Pond and Parking for Commercial Development	Low Density Single-Family Residential	R-2 (Residential)

R-2 Low-Medium Density Single-Family Residential District**Sec. 114-132. Permitted principal uses and structures.**

Permitted principal uses and structures in the R-2 district are as follows:

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

Sec. 114-133. Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-2 district are as follows: uses customarily associated with, dependent on and incidental to the permitted principal use.

Sec. 114-134. Special exceptions.

Special exceptions in the R-2 district are as follows:

- (1) Houses of worship. (Refer to section 114-666.)
- (2) Public schools. (Refer to section 114-662.)
- (3) Cemeteries. (Refer to section 114-664.)
- (4) Adult congregate living facilities. (Refer to section 114-665.)

Description of Future Land Uses

Low density residential development - the number of dwelling units shall not exceed 6 per net acre (exclusive of streets, utility and drainage rights-of-way and other non-residential land areas).

Medium density residential development - the number of dwelling units shall be more than 6 but fewer than 20 per net acre.

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 64° 22' 31" E) ALONG THE NORTH LINE OF LOT 1, BLOCK 16, FOR ANGLE MEASUREMENT ONLY.
2. LAND DESCRIPTION WAS PROVIDED BY CLIENT. IT IS IN ACCORD WITH OFFICIAL RECORDS BOOK 6662, PAGE 4670, PUBLIC RECORDS OF VOLUSIA COUNTY RECORDS. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
5. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

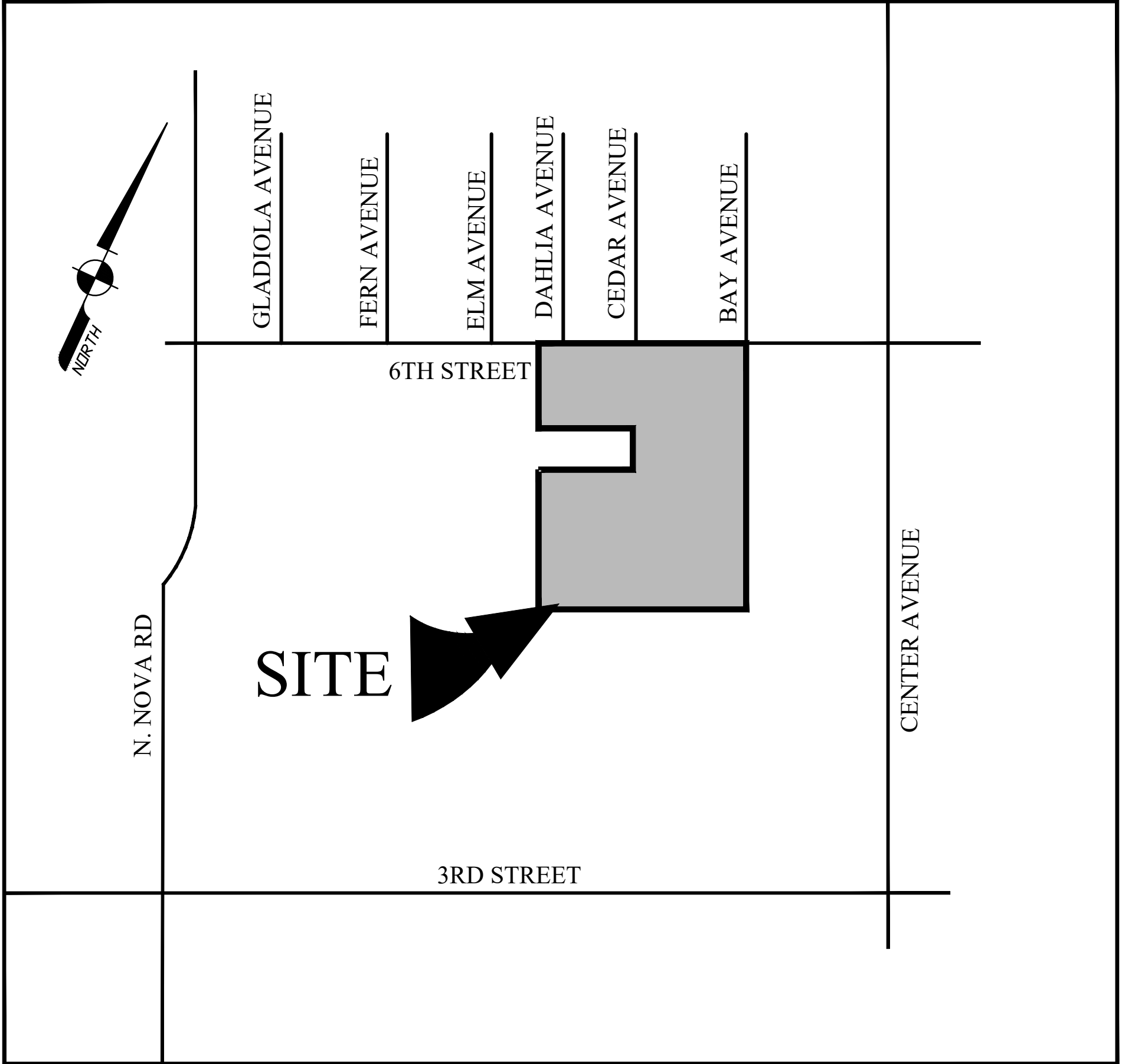
A.) REPLAT OF UNIT NUMBER ONE HOME ACRES, M.B. 11, PG. 64, V.C.R.
B.) HALIFAX MEDIA, M.B. 58, PGS 154-159, V.C.R.
C.) MASON & CARSWELL'S HOLLY HILL, M.B. 2, PG. 90, V.C.R.
D.) WOLFF SUBDIVISION, M.B. 25, PG. 52, V.C.R.
E.) AA WILBERT BOUNDARY SURVEY.
6. DATA SOURCES:
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A CITY OF DAYTONA BEACH DESIGNATION: DM 2604, ELEVATION 12.09 FEET (NAVD 1988).
7. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
8. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
9. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.
B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.
C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).
D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.
E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.
F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.
G.) TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
10. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF HOLLY HILL, FLORIDA NUMBER 125136, PANEL NUMBER 12127 C 0356 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "X" AND FLOOD ZONE A.
11. ABBREVIATIONS: BM = BENCHMARK; BTM = BOTTOM; (C) = CALCULATED; C.L.F. = CHAIN LINK FENCE; CM = CONCRETE MONUMENT; CMP = CORRUGATED METAL PIPE; CONC = CONCRETE; (D) = DEED; FD = FOUND; ID = IDENTIFICATION; IR = IRON ROD; IR/C = IRON ROD & CAP; IP = IRON PIPE; INV = INVERT; LB = LICENSED BUSINESS; (M) = MEASURED; M.B. = MAP BOOK; O.R.B. = OFFICIAL RECORDS BOOK; (P) = PLAT; PG(S) = PAGE(S); PSM = PROFESSIONAL SURVEYOR & MAPPER; PVC = POLYVINYL CHLORIDE; RCP = REINFORCED CORRUGATED PIPE; R/W = RIGHT-OF-WAY; TOB = TOP OF BANK; TOS = TOE OF SLOPE; V.C.R. = VOLUSIA COUNTY RECORDS.

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.



LOCATION SKETCH
NOT TO SCALE

LEGEND

-
- BACK FLOW PREVENTOR VALVE
-
- BENCHMARK
-
- CABLE TELEVISION RISER
-
- CATCH BASIN
-
- CLEAN OUT
-
- CONCRETE UTILITY POLE
-
- CONCRETE UTILITY POLE WITH LIGHT
-
- CURB INLET
-
- ELECTRIC METER
-
- ELECTRIC RISER
-
- ELECTRIC SERVICE BOX
-
- EXISTING ELEVATION
-
- FIRE HYDRANT
-
- MAIL BOX
-
- GUY ANCHOR
-
- OVERHEAD WIRES
-
- SANITARY MANHOLE
-
- SEWER VALVE
-
- SIGN (UNLESS NOTED)
-
- UNDERGROUND FIBER OPTIC MARKER
-
- WATER METER
-
- WATER VALVE
-
- WELL
-
- WOOD UTILITY POLE
-
- WOOD UTILITY POLE WITH LIGHT

TREE LEGEND

-
- ASH
-
- CEDAR
-
- HACKBERRY
-
- OAK
-
- PALM
-
- 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)

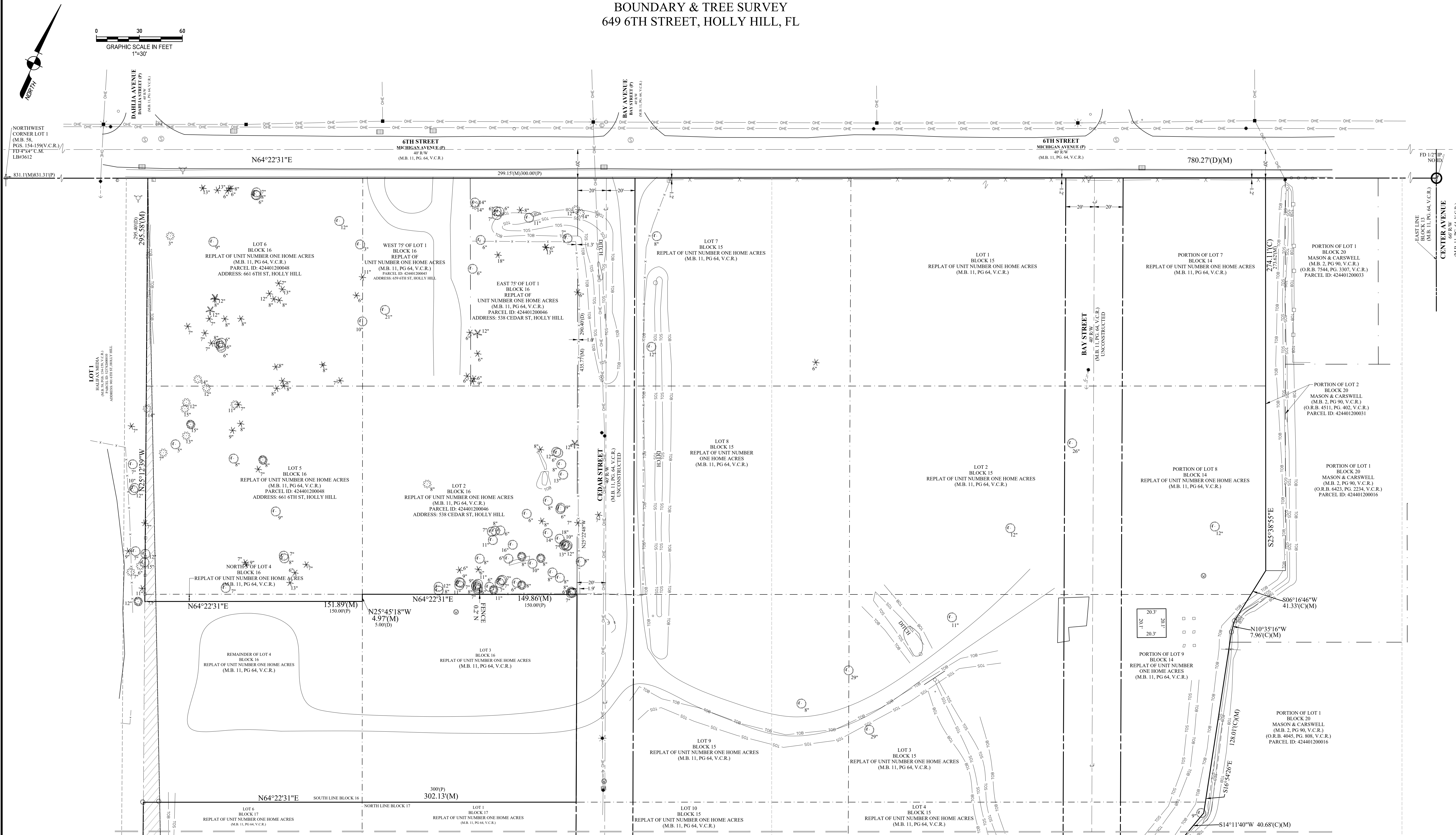
SHEET SU-1

CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE
	REVISIONS:
	SITE ADDRESS: PROJECT:
Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22	649 6TH ST, HOLLY HILL, FL 22-24
Field Book: 19 Page: 30 Scale: 1" = 30'	

Professional Surveyor

SURVEYING, INC.
Residential Commercial Construction
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL



MATCHLINE (SEE SHEET 3 OF 3)

SHEET SU-2

CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE	
	REVISIONS:	
Field Work by: TE	Date: 04/27/22	Office Work by: KB
Field Book: 19	Page: 30	Scale: 1" = 30'
SITE ADDRESS: 649 6TH STREET, HOLLY HILL, FL		PROJECT: 22-24

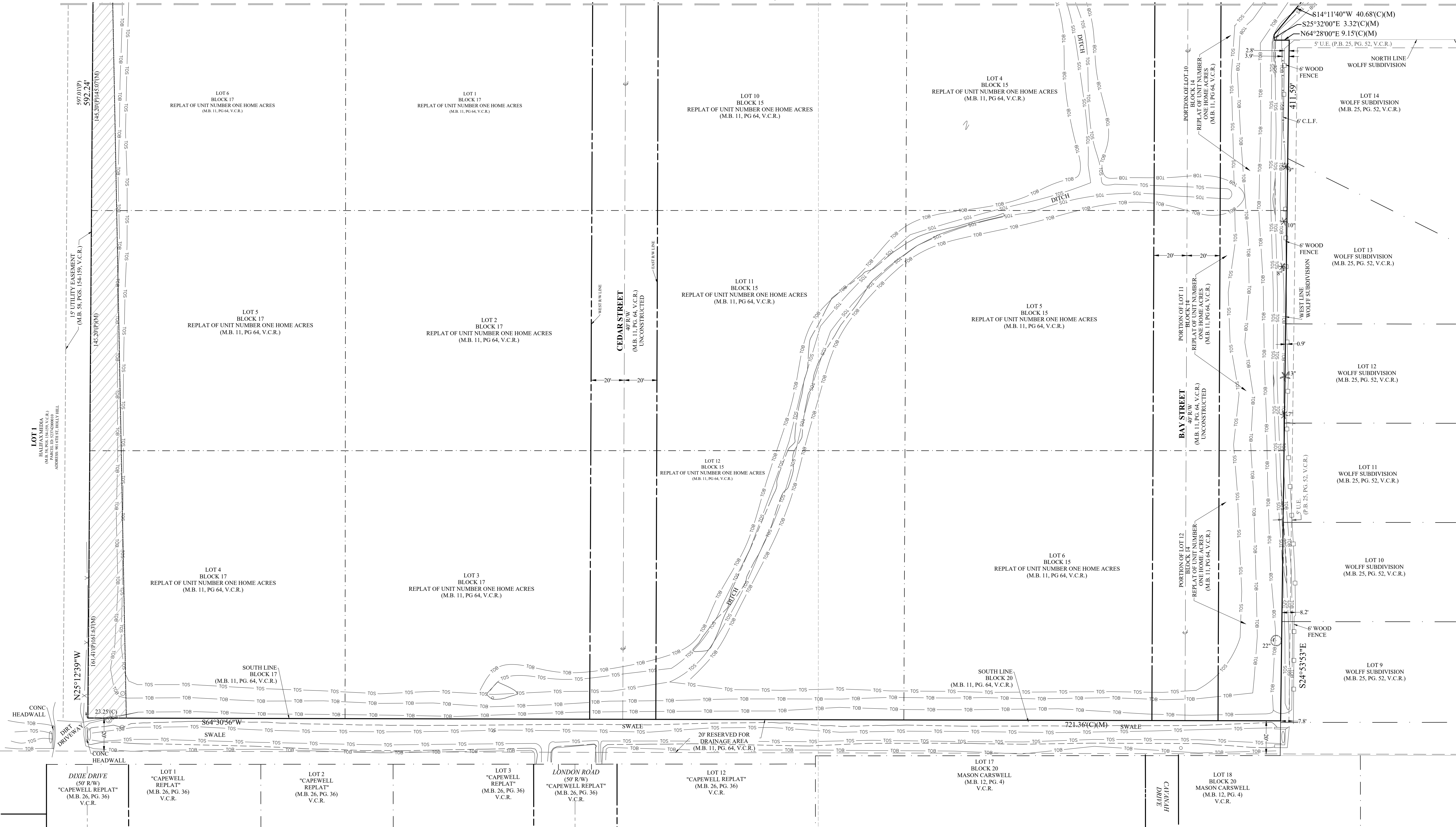


Professional Surveyor
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

NOT VALID WITHOUT
SHEETS 1 THRU 3

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

MATCHLINE (SEE SHEET 2 OF 3)



SHEET SU-3

CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE
	REVISIONS:
Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22	SITE ADDRESS: PROJECT:
Field Book: 19 Page: 30 Scale: 1"=30'	649 6TH ST, HOLLY HILL, FL 22-24



NOT VALID WITHOUT
SHEETS 1 THRU 3



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

Board of Planning and Appeals
Ordinance

MEETING DATE: August 22, 2022
FROM: Brian Walker
SUBJECT: An Ordinance of the City of Holly Hill, Florida, Regulating Planned Unit Developments; Amending Chapter 114 Titled Zoning, Section 114-771 Titled Planned Unit Development Regulations, of the Land Development Regulations, to Add Definitions and Reduce the Percentage of Required Open Space; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 3846)
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an Ordinance of the City of Holly Hill, Florida, amending the land development regulations by amending Chapter 114 (Zoning), Section 114-771 (e) and (e)(1), concerning Planned Unit Developments.

BACKGROUND

The proposed ordinance amends section 114-771(e) and (e)(1) of the land development regulations which address open space requirements for residentially based planned unit developments (RPUD), and the residential portion of a mixed-use planned unit development (MPUD). The current regulations state that 60% of an RPUD and the residential portion of a MPUD shall be open space. *Open space* is defined in the land development regulations as that portion of land or water not used for buildings, street rights-of-way or off-street parking and loading areas.

The code further requires that a minimum of 35% of the open space shall be designated as common open space. *Common open space* means a commonly owned area of land reserved primarily for the leisure or recreational use of the owners of a residential development. In this respect, common open space is a subset of open space.

It is staff's opinion that the percentage of required open space for residential planned unit developments and the residential portion of an MPUD, is unnecessarily high. Based on staff's experience, such a high open space requirement is very restrictive for the types and sizes of parcels available for such developments within the City of Holly Hill. For example, the minimum parcel size required to develop an RPUD within the City is 2 acres. A 60% open space requirement for a parcel of this size means that only .8 acres can be used for any previous development. Staff has also reviewed the residential PUD open space requirements of several other jurisdictions in the area, and found that most are at about 35%. The proposed Ordinance reduces the amount of required open space for residentially based planned unit developments

(RPUD), and the residential portion of an MPUD from 60% to 25%. It also requires that if retention ponds are to be counted toward the open space requirement, that they be amenitized. A definition of what amenitized means is also provided.

Current regulations require that 35% of the required open space be dedicated to common open space that can be used by all residents. The proposed Ordinance reduces this type of required open space to 15%, and removes it as a subset of general open space. It further adds language to specifically allow community pools, pool houses, or other recreational facilities such as a fitness center, excluding the office areas of such facilities, to be counted as common open space.

In summary, the Ordinance reduces total open space from 60% of the site, to 40% of the site; requires that retention ponds counted as open space be amenitized, and allows that 15% of that open space contain recreational structures.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill, Florida, enacting an amendment to the land development regulations by amending Chapter 114 titled Zoning, Section 114-771, titled Planned Unit Development Regulations, of the land development regulations, to add definitions and reduce the percentage of required open space; providing for codification; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Current Regulations (PDF)
- Proposed Regulations (PDF)

Ordinance No. (ID # 3846)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING PLANNED UNIT DEVELOPMENTS; AMENDING CHAPTER 114 TITLED ZONING, SECTION 114-771 TITLED PLANNED UNIT DEVELOPMENT REGULATIONS, OF THE LAND DEVELOPMENT REGULATIONS, TO ADD DEFINITIONS AND REDUCE THE PERCENTAGE OF REQUIRED OPEN SPACE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING PLANNED UNIT DEVELOPMENTS; AMENDING CHAPTER 114 TITLED ZONING, SECTION 114-771 TITLED PLANNED UNIT DEVELOPMENT REGULATIONS, OF THE LAND DEVELOPMENT REGULATIONS, TO ADD DEFINITIONS AND REDUCE THE PERCENTAGE OF REQUIRED OPEN SPACE FOR AN RPUD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to update regulations concerning of the required percentage of open space for an RPUD; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendment to the Land Development Regulations;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Holly Hill that Section 114-771(e) and (e)(1) of Chapter 114 - Zoning, is amended as set forth in the following amendment, as shown in ~~strike through~~ and underline format.

SECTION 1. AMENDMENT TO CHAPTER 14 SECTION 114-771 (e) and (e)(1)

- e) *Open space requirements.* ~~Sixty~~ A minimum of twenty-five percent (25%) of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. Retention ponds must be amenitized in order to count toward the open space requirement. An amenitized pond means a pond that has a fountain or is surrounded by an

area such as a walking trail, accessible benches or picnic area. A minimum of 35 fifteen percent (15%) of the ~~open space~~ gross site area shall be designated as common open space which shall not be counted toward the open space requirement but is in addition to such requirement. Common open space shall meet the following standards:

- (1) It shall be dedicated to and usable by all residents of the RPUD/MPUD and can include community pools, pool houses, or other recreational facilities such as fitness center, however excludes the office areas of such facilities. Its location, shape, size and character ~~shall need to be~~ illustrated on the ~~master development~~ preliminary plan.

SECTION 2. SEVERABILITY.

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

SECTION 3. CONFLICTS

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

SECTION 4. EFFECTIVE DATE

That this Ordinance shall become effective immediately upon its adoption.

Current Regulations

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.

PROPOSED REGULATIONS

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~~ A minimum of twenty-five percent (25%) of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. Retention ponds must be amenitized in order to count toward the open space requirement. An amenitized pond means a pond that has a fountain or is surrounded by an area such as a walking trail, accessible benches or picnic area. A minimum of ~~35~~ fifteen percent (15%) of the ~~open-space~~ gross site area shall be designated as common open space which shall not be counted toward the open space requirement but is in addition to such requirement. Common open space shall meet the following standards:
 - (1) It shall be dedicated to and usable by all residents of the RPUD/MPUD and can include community pools, pool houses, or other recreational facilities such as fitness center, however excludes the office areas of such facilities. Its location, shape, size and character ~~shall need to be~~ illustrated on the ~~master development preliminary plan.~~
 - (2) Maintenance guarantees shall be approved by the city commission.