CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 12, 2022

City Commission ChamberFirst Public Hearing Budget & Millage Rate Mtg **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

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Roy Johnson
Commissioner Johnson led the invocation.

c. Pledge of Allegiance
Mayor Via led the pledge of allegiance to the flag.

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - FIRST HEARINGS

1. -DOC-2022-5

2022-R-65 - Tentative Operating Millage Rate for Fiscal Year 2022 - 2023

(Requested by Susan Lincoln, Finance)
Attorney Simpson read Resolution 2022-R-65, Tentative Operating Millage Rate for Fiscal Year 2022-2023 in its entirety for the record:

RESOLUTION 2022-R-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 12, 2022, adopted a Fiscal year 2022-2023 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as $819,576,175.

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

SECTION 1. The FY 2022-2023 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.6850 mills by 9.94%.

SECTION 2. The Final Public Hearing will be September 27, 2022 at 6:00 pm.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Chris Via, Mayor 9/12/2022

Valerie Manning, City Clerk,CMC 9/12/2022

RESULT:	**ADOPTED [4-1]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Danio, District 3 - Commissioner
AYES:	Currie, Danio, Penny, Johnson
NAYS:	Via

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners:

Debra Richards, Holly Hill and Dawn Bolin, Holly Hill.

Mayor Via closed public participation.

Commissioner Currie made a motion to ***APPROVE RESOLUTION 2022-R-65, TENTATIVE OPERATING MILLAGE RATE FOR FISCAL YEAR 2022-2023, IS 6.25 MILLS, WHICH IS GREATER THAN THE ROLLED-BACK RATE OF 5.6850***

MILLS BY 9.94% AND THE FINAL PUBLIC HEARING WILL BE ON SEPTEMBER 27, 2022 AT 6:00 PM*, seconded by Commissioner Danio.*

PASSED, 4-1. (Mayor Via voted Nay)

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

Enacted and approved this 12th day of September, 2022, in Holly Hill

2. –DOC-2022-6

2022-R-66 - Tentative Budget Fiscal Year 2022-2023

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 12th day of September, 2022, in Holly Hill

PRESENTATION - STELLA L. GURNEE RETIREMENT PROCLAMATION

3.

Resolution Honoring Stella L. Gurnee Retirement as the City's Finance Director

(Requested by Valerie Manning, City Clerk)

RESULT:	**NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Dawn Bolin, Holly Hill; Debra Richards, Holly Hill; and Christina Bolin, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - August 23, 2022 Workshop and August 23, 2022 Regular City Commission and CRA Meetings

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 12th day of September, 2022, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if there as any member of the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wished to speak on an item.

Dawn Bowlin, Holly Hill spoke to the Mayor and Commissioners. There was no other discussion on any items on the Consent Agenda.

1. 2022-R-67 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Renewal Lease Agreement Between the City and the Volusia/Flagler YMCA; Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-67
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A RENEWAL LEASE AGREEMENT BETWEEN THE CITY AND THE VOLUSIA/FLAGLER YMCA; ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDED RENEWAL LEASE AGREEMENT BETWEEN THE CITY AND THE

VOLUSIA/FLAGLER YMCA; ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill desires to continue its relationship with the Volusia/Flagler YMCA to provide recreational programs at the FACILITY located at 1046 Daytona Avenue; and

WHEREAS, the YMCA has a nationally recognized reputation and long-term history of providing quality community recreation programs.

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

SECTION 1. That the City Commission approve the attached agreement and the City Manager is hereby authorized to sign the lease agreement, attached hereto, so that the Volusia/Flagler YMCA may continue to perform as a recreation provider at the Daytona Avenue FACILITY.

SECTION 2. That the term of this agreement shall commence on October 1, 2022 and shall continue for a period of (1) year expiring on September 30, 2023. The agreement may be renewed in one year increments providing each party has agreed upon terms and conditions no later than June 30th of each year.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

2. –2022-R-68 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding ABC Express Lawn Care the Landscape Maintenance Contract of City Buildings and Grounds in an Annual Amount of $152,200 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-68
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING ABC EXPRESS LAWN CARE THE LANDSCAPE MAINTENANCE CONTRACT OF CITY BUILDINGS AND GROUNDS IN AN ANNUAL AMOUNT OF $152,200 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING ABC EXPRESS LAWN CARE THE LANDSCAPE MAINTENANCE CONTRACT OF CITY BUILDINGS AND GROUNDS IN AN ANNUAL AMOUNT OF $152,200 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received seven (7) bids for the landscaping maintenance contract of City buildings and grounds; and

WHEREAS, an evaluation committee convened to review bids submitted and make a recommendation of award; and

WHEREAS, the evaluation committee unanimously selected ABC Express Lawn Care as the recommended contractor for this work; and

WHEREAS, the terms for this contract are for an initial three (3) year term with an additional two (2) one-year extensions exercised at the discretion of the City Manager.

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

SECTION 1. That the City Commission award the landscape maintenance contract of City buildings and grounds to ABC Express Lawn Care and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

3. –2022-R-69 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Lift Station 11 Replacement Forcemain Piping and Valve Vault Modifications, and Authorizing the City Manager to Execute a Contract with Cain Enterprises Dba Engineering Solutions International in the Amount Not to Exceed $75,222.50; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-69
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 11 REPLACEMENT FORCEMAIN PIPING AND VALVE VAULT MODIFICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CAIN ENTERPRISES DBA ENGINEERING SOLUTIONS INTERNATIONAL IN THE AMOUNT NOT TO EXCEED $75,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE LIFT STATION 11 REPLACEMENT FORCEMAIN PIPING AND VALVE VAULT MODIFICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CAIN ENTERPRISES DBA ENGINEERING SOLUTIONS INTERNATIONAL IN THE AMOUNT NOT TO EXCEED $75,222.50; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lift station #11 is in need of replacement forcemain piping and valve vault modifications; and

WHEREAS, the City received three bids; and

WHEREAS, Cain Enterprises dba Engineering Solutions International submitted the low bid in the amount of $75,222.50; and

WHEREAS, the City's engineers are recommending the contract be awarded to

Cain Enterprises dba Engineering Solutions International.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Lift Station 11 replacement forcemain piping and valve vault modifications to Cain Enterprises dba Engineering Solutions International.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

4. –2022-R-70 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Memorandum of Agreement with the Florida Department of Transportation for the State Highway Rights-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-70
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHTS-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY

RIGHTS-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has an agreement with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway roadsides and median strips located along US1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

WHEREAS, this contract expires on October 4, 2022. FDOT has presented the attached contract; and

WHEREAS, Contract AST42 with the Florida Department of Transportation will commence on the effective date of the Notice to Proceed and will continue for a period of three (3) years; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute this new memorandum of agreement.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute that "Memorandum of Agreement - Highway Maintenance, Contract #AST42," between the City of Holly Hill and Florida Department of Transportation, a copy of which is attached hereto and incorporated herein by reference.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

5. 2022-R-71 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for the Assessment, Evaluation and Prioritization of 577 Sewer Manholes Within the City and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-71
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR THE ASSESSMENT, EVALUATION AND PRIORITIZATION OF 577 SEWER MANHOLES WITHIN THE CITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR THE ASSESSMENT, EVALUATION AND PRIORITIZATION OF 577 SEWER MANHOLES WITHIN THE CITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff desires to assess, evaluate and prioritize 577 deteriorating manholes within the City; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve staff to piggy-back a contract with USSI to assess, evaluate and prioritize 577 manholes within the City and authorize the City Manager to execute an agreement for the purchase of this service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the Toho Water Authority contract and authorize the City Manager to execute an agreement for the purchase of services to assess, evaluate and prioritize 577 sewer manholes with the City.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

6.

Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2023 - December 31, 2023

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 12th day of September, 2022, in Holly Hill

6. REGULAR AGENDA

1. –2022-R-72 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget and Capital Budget, Appropriating Operating and Capital Projects for the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-72
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET AND CAPITAL BUDGET, APPROPRIATING OPERATING AND CAPITAL PROJECTS FOR THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT TO THE FISCAL YEAR 2021-2022 CRA CAPITAL PROJECT FUND BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary reserve funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project funds and reserve funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

2. –2022-R-73 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Fire Station Preliminary Design and Approving Staff to Move Forward with Construction Plans Production and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2022-R-73
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRE STATION PRELIMINARY DESIGN AND APPROVING STAFF TO MOVE FORWARD WITH CONSTRUCTION PLANS PRODUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRE STATION PRELIMINARY DESIGN AND APPROVING STAFF TO MOVE FORWARD WITH CONSTRUCTION PLANS PRODUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Station project has been identified and adopted by the City Commission on June 28, 2022 via Resolution 2022-R-44; and

WHEREAS, Public Works staff and the Fire Chief have made comments and requests to get the final concept as presented in the preliminary design plans; and

WHEREAS, staff is requesting the Commission approve/adopt the preliminary design for the Fire Station and authorize staff to move forward with the construction plans production.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the preliminary design for the Fire Station and authorize staff to move forward with the construction plans production.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022.

Enacted and approved this 12th day of September, 2022, in Holly Hill

3.

Request for a Code Enforcement Lien Reduction - 1539 Decatur Avenue

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 12th day of September, 2022, in Holly Hill

7. PUBLIC HEARINGS

1. -2022-O-3055 Ordinance

SECOND READING - ORDINANCE 3055 - 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 Ordinance; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - ORDINANCE 3056 - 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 (Agricultural 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 for an Effective Date.

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

Attorney Simpson explained the process of these two Ordinances tonight for the Mayor, Commissioners and the audience. These two Ordinances will be presented together but voted on separately.

Harry Newkirk, P.E., President/CEO for Newkirk Engineering, Inc., 1230 US HWY1, Ste. 3, Ormond Beach the consultant for the applicant discussed The Vineyards Townhomes, LLC to the Mayor, City Commissioners, staff and the audience. Mr. Newkirk briefly described Ordinance 3055 and 3056 and answered any questions or concerns that the Commission may have.

The Mayor and City Commissioners shared any ex parte communications they may or may not have had with the applicant.

Mayor Via reminded the Commissioners that they would be voting on these two Ordinances separately for the record.

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners: *(Please excuse any names that may be misspelt)*

1. Heidi Heller, Holly Hill
2. Debra Richards, Holly Hill
3. Mike Uleski, Holly Hill
4. Kevin Juneau, Holly Hill
5. Steve Richards, Holly Hill
6. Joanne Lane, Holly Hill
7. Joe Lehman, Holly Hill
8. Kimberly Dibble, Holly Hill
9. Christina Bolin, Holly Hill
10. Scott Fitzwater, Holly Hill
11. Phil Canellis, Holly Hill
12. Dawn Bolin, Holly Hill

FIRST VOTE: ORDINANCE 3055 - AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP

Commissioner Currie made a motion to ***APPROVE ORDINANCE 3055 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***, seconded by Commissioner Johnson.

PASSED, 4-1. (Mayor Via voted NAY).

SECOND VOTE: ORDINANCE 3056 - AMENDING THE LAND DEVELOPMENT REGULATIONS

Commissioner Johnson made a motion to ***APPROVE ORDINANCE 3056 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***, seconded by Commissioner Currie.

PASSED, 5-0 unanimously.

(A copy of this meeting in its entirety is available on CD upon request at the City Clerk's Office and is also available online on the city's YouTube channel).

Mayor Via recessed the meeting for a short break at approximately 8:55 PM and reconvened at approximately 9:00 PM.

RESULT:	**APPROVED AT 1ST READING [4 TO 1]**	**Next: 9/27/2022 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Penny, Currie, Danio, Johnson	
NAYS:	Via	

2. 2022-O-3057 Ordinance

SECOND READING - 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)

Mayor Via opened public participation.

Kimberly Dibble, Holly Hill; Christina Bolin, Holly Hill; and Dawn Bolin, Holly Hill.

Mayor Via closed public participation.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 9/27/2022 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

3. 2022-O-3046 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Adding Text to Allow Recreational Vehicle Parks as a Permitted Use on Parcels with the Low Density Residential and the Industrial Aka Wholesale Commercial and Industrial Land Uses, and Further Restricting Recreational Vehicle Parks to Specific Parcels Identified as 4242-04-28-0171 Aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 Aka 504 Flomich Street, by Virtue of a Large Scale Comprehensive Plan Text Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation.

Kimberly Dibble, Holly Hill.

Mayor Via closed public participation.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE
2022-O-3046
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT TO ALLOW RECREATIONAL VEHICLE PARKS AS A PERMITTED USE ON PARCELS WITH THE LOW DENSITY RESIDENTIAL AND THE INDUSTRIAL AKA WHOLESALE COMMERCIAL AND INDUSTRIAL LAND USES, AND FURTHER RESTRICTING RECREATIONAL VEHICLE PARKS TO SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING TEXT TO ALLOW RECREATIONAL VEHICLE

PARKS AS A PERMITTED USE ON PARCELS WITH THE LOW DENSITY RESIDENTIAL AND THE INDUSTRIAL AKA WHOLESALE COMMERCIAL AND INDUSTRIAL LAND USES, AND FURTHER RESTRICTING RECREATIONAL VEHICLE PARKS TO SPECIFIC PARCELS IDENTIFIED AS 4242-04-28-0171 AKA 490 FLOMICH STREET, 4242-38-02-0080, 4242-38-02-0010 AND 4242-38-01-0010 AKA 504 FLOMICH STREET, BY VIRTUE OF A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires the City of Holly Hill to maintain a comprehensive plan to guide its future development and growth; and

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 plan and determined that it is necessary to amend said plan by adopting text to allow recreational vehicle parks as a permitted use on parcels with the Low Density Residential and the Industrial aka Wholesale Commercial and Industrial land uses, and further restricting recreational vehicle parks to specific parcels identified in Exhibit A, in order to more effectively implement its adopted comprehensive plan.

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

<u>SECTION 1.</u> The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (<u>underline</u> indicates added text):

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), <u>except that recreational vehicle parks may be located on such lands at 6 units per gross acre, and be clustered so as to preserve open space, such that overall density is not increased. Recreational vehicle parks shall be permitted only on the following parcels having the low density residential</u>

future land use and identified by the Volusia County Property Appraiser as of the date of the adoption of this ordinance, as parcel identification numbers: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development shall also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Industrial development - the ratio of building floor area to total site area shall not exceed 1.95, except that recreational vehicle parks may be located on such lands at a total floor area ratio not to exceed .35 (point thirty-five.). Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use and identified by the Volusia County Property Appraiser as of the date of the adoption of this ordinance as parcel identification number: 4242-04-28-017. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, Florida Statutes.

SECTION 3. Within 10 working days after the adoption of this ordinance, the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 4. The effective date of this plan amendment shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to comply. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED

IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

Enacted and approved this 12th day of September, 2022, in Holly Hill

4. 2022-O-3053 <u>Ordinance</u>

SECOND READING - 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)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE
2022-O-3053
SECOND READING - 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.

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.

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 Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; 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.

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

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

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

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION 4. That this Ordinance shall be posted at City Hall as required by law.

SECTION 5. That this Ordinance shall become effective following approval of the Comprehensive Plan text amendment designated as 22-01ESR, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS

SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

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EXHIBIT B

Exhibit to Ordinance 3053

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort

Planned Unit Development (PUD) located at 490 Flomich 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 Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (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 of the Subject Property and intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer 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. 3053**, 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 Written Agreement and the Preliminary Development Plan attached as **Exhibit "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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

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

2. **Ownership.** The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or 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 Lien holder 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. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

B. Prohibited principal uses, if any:
1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

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

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:

a. West boundary: Twenty-five (25) feet
b. South boundary (Flomich Street): Twenty-five (25) feet <u>average with a minimum distance of twenty (20) feet</u>
c. East boundary (railroad tracks): Zero (0) feet
d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

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

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

M. 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.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System

(NPDES) criteria are required.

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

8. **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 forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) 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 or 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 17** hereof.

9. **Site Plan/Plat Approval. The Master Development Plan**, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. 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 the Overall Development Plan, the more detailed criteria apply.

10. **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.

11. **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.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities 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 forty-five (45) days written notice to commence and one hundred-twenty (120) 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 one hundred-twenty (120) 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 or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph 17** of this Agreement.

13. **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 a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if 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.

15. **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 a 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.

16. **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.

17. **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:

Mr. Robin Hanger

Holy Hill RV Resort, LLC

950 Ridgewood Avenue

Holly Hill, Florida 32117

Rainer and Julie Martens

2190 John Anderson Drive

Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director of the Community Development Department

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

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

18. **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.

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

20. **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.

21. **Subsequently Enacted State or Federal Law.** If either state of 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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28**. Amendments.** Amendments to the Preliminary Development Plan, 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 Master Development Plan (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 changes to the general location 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.

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

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

Exhibit B (2 Pages)

Preliminary Development Plan

Enacted and approved this 12th day of September, 2022, in Holly Hill

8. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte informed the Mayor and Commissioners that he will be putting together the Request for Proposal (RFP) for the sale of the 8th Street and Ridgewood property; a workshop is needed to finalize the language for the Veterans Memorial monument and asked if September 27th at 5:00 PM works for everyone and there was consensus to schedule a workshop for that date and time; shared his concern about September 11th and the need to "Never Forget" what happened on 9/11 and that it's 21 years later and encouraged everyone to remember and not to forget that day.

B. City Attorney Comments
None.

C. City Commission Comments
None.

D. Mayor's Comments
None.

9. ADJOURNMENT

The meeting adjourned at approximately 10:15 PM.

Valerie Manning
Valerie Manning, City Clerk,CMC 9/12/2022

Chris Via
Chris Via, Mayor 9/12/2022