CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● DECEMBER 13, 2022

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by Mayor Chris Via
Mayor Via led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

None

3. APPROVAL OF MINUTES

1.

Minutes - November 22, 2022 Regular City Commission Meeting

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

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

Enacted and approved this 13th day of December, 2022, in Holly Hill

4. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone from the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission would like to further discuss an item. There was no one.

1. 2022-R-94 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; 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 C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION
2022-R-94
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc are considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed $47,697.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed $47,697.00.

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 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

2. 2022-R-95 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Sole Source Purchase of Two (2) Discflo Pumps at the Water Treatment Plant from Gerber Pumps International, Inc. (GP), and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)

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

RESOLUTION
2022-R-95
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING SOLE SOURCE PURCHASE OF TWO (2) DISCFLO PUMPS AT THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC. (GP), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF TWO (2) DISCFLO PUMPS FOR THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC., AT A COST OF $62,100.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has two (2) Discflo pumps at the Water Treatment Plant that are in need of replacement; and

WHEREAS, these pumps are unique in design and only distributed in the State of Florida by Gerber Pumps International, Inc.; and

WHEREAS, there is $35,000 budgeted in the current fiscal year and additional savings from fiscal year 2021-2022 in contingency account 407-8110-589-9910 for this purchase; and

WHEREAS, the requested amount from the contingency account is $30,000.00.

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 sole source purchase of two (2) Discflo pumps at a cost of $62,100 and authorizing 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 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

3.

2022-2023 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2022-2023 Holly Hill Police Department

(Requested by Jeff Miller, Police)

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

4.

FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49

(Requested by Jeff Miller, Police)

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

5.

Edward Byrne Memorial Justice Assistance Grant - Direct - JAGDD-8C033: 2022-2023 HANDHELD RADAR PROJECT

(Requested by Jeff Miller, Police)

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

5. REGULAR AGENDA

1. 2022-R-96 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2022-R-96
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

Sharon H. Miller **Commission Representative**

Michael V. Moon **Commission Representative**

SECTION 2. That the term for said member is set for two (2) years, expiring December 31, 2024.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

2. –2022-R-97 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing for an Effective Date.

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

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

RESOLUTION
2022-R-97
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Police Pension Board of Trustees.

Robert W. Taylor **Commission Representative**

Kimberly A. Lawson **Commission Representative**

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2024.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

3.

Request for Lien Reduction - 1117 Flomich 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, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 13th day of December, 2022, in Holly Hill

6. PUBLIC HEARINGS

1. 2022-O-3058 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business 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 Penny, District 1 - Commissioner
AYES:	Via, Penny, Danio, Johnson

ORDINANCE
2022-O-3058
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-4 (HIGHWAY BUSINESS 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 PARCEL DESCRIBED IN EXHIBIT A FROM B-4 (HIGHWAY BUSINESS 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 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 become effective upon recording.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH

AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. ____________

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (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 BDG, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) 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 or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer 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; and

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

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

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

2. Ownership. The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart **(Sellers)**.

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

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 a 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. Car Wash
2. Restaurant
3. Restaurant with drive thru
4. Retail
5. Gasoline with Convenience

6. Bank or Financial Institution
7. Medical not to include blood plasma centers or blood banks

B. Prohibited principal uses, if any:
Unless a use is specifically stated as permitted, it is prohibited.

C. Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A

D. Maximum density permitted measured in floor area ratio: (Point 30) .30

E. Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.

F. Minimum open space shall be 30% of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:

1. Flomich Street: 10 feet
2. Sunset Lane: 15 feet
3. Nova Road: 12 feet
4. Rear yard (south): 5 Feet

H. Minimum lot size area (in acreage or square footage): 1 acre

I. Minimum lot width (in feet): 180’

J. Minimum yard setbacks:

1. Flomich Street: 25 feet
2. Sunset Lane: 25 feet
3. Nova Road: 25 feet
4. Rear yard: 10 Feet

K. Maximum building height (in feet): 40’

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

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

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

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. 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 species identified for protection (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.

15. **Intentionally Deleted (N/A)**

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 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.

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:

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

OWNER DEVELOPER:
Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, Fl 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, Fl 33781

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, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its

legislative authority as the same may affect the Subject Property.

23. **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.

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

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, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

________________________ Signature of Witness # 1	________________________ Signature
________________________ Print or type name	________________________ Print or type name
	As:
________________________ Signature of Witness #2	________________________ Print or type
________________________ Print or type name	**ATTEST:**
	________________________ Signature
	________________________ Print or Type Name
	As: ________________________
	Mailing Address: ______________
	________________________
	________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of ________, 2021, by ____________________, who is personally known to me or produced ________________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Signature

____
Printed Name

Commission No.: ___________
My Commission Expires: ___________

DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name
	As:
Signature of Witness #2	Print or type
	ATTEST:
Print or type name	Signature

____
Print or Type Name

As:

____

Mailing Address: ______________________
____
____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of ________, 2021, by ____________________, who is personally known to me or produced _______________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Signature

____
Printed Name

Commission No.: ___________
My Commission Expires: ___________

CITY OF HOLLY HILL:

By: ____

Date: ____

ATTEST:

____

Date: ____

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of ________, 2021, by ____________________, who is personally known to me or produced _______________ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Signature

____
Printed Name

Commission No.: ___________
My Commission Expires: ___________

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

____
Scott Simpson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Enacted and approved this 13th day of December, 2022, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that he needs a letter of support signed again. If they remember when they went for the grant for the fire station and for the sewer line going west of Nova, that they were applying through the lobbyist, he will need another one that he doesn't have written yet but he would like for the Commission to go ahead and authorize the Mayor to sign that support letter on behalf of the Commission and that's actually going to be a grant for backflow preventers, the duckbills for the south end of the city and it will hopefully keep some of that water back from the river.

Mayor Via asked is that for the Florida Legislature?

Mr. Forte stated, yes.

Mayor Via asked if there was any objection from the Commission on that? There was none.

Mr. Forte mentioned this is just a reminder, a year from now, the city will be hosting the Volusia League of Cities dinner on December 7, 2023 and we need to find a location that's going to seat approximately 150 people. He's not sure if we have that capacity anywhere in the city with the exception of the potential of Sica Hall. Just keep that in the back of your minds. Over the next couple of months we'll talk about it but we need to lock in something soon because it's prior to the holidays and things will book up quickly unless we do something here at Sica Hall.

B. City Attorney Comments

Attorney Simpson wished everyone a Merry Christmas and Happy New Year.

C. City Commission Comments

The Commissioners wished everyone a Merry Christmas and Happy New Year. Thanked staff for a nice Christmas tree lighting ceremony and parade; appreciated all the hard work to put them together.

Commissioner Penny reminded everyone that they have to submit their recommendations for Citizen of the Year 2022; 729 Christmas food boxes were put together at R & R Industries for families and 75 of those boxes went to Holly Hill families and thanked everyone who was able to come out and help.

Commissioner Johnson gave a brief TPO meeting update.

D. Mayor's Comments

Mayor Via mentioned at the Mayors Roundtable meeting this week and one of the things that was brought up was the Barracks of Hope; they serve Veterans and they are building a new facility. They have a $1 million dollar grant from the VA to help and $1 million dollars from Volusia County and they are $400,000 short. They are asking for a capital one-time expense help from each of the sixteen cities of $25,000 and we will have our own sponsored room there that we can include things. Mayor Via mentioned that he will get all the information to the Commission at the proper time but he just wanted to give them a heads up and he'll ask for that sometime in the new year, maybe towards budget time. They have Citizen of the Year and he knows that Vice-Mayor brought up Volunteer of the Year who may not live in the city and he's okay with going that way as well. He has recognized a citizen who has done quite a bit and starting to do more and that's Ms. Lesley Graham who has helped with National Night Out and the bounce houses, Movie with A Cop, she does a lot of little things for her neighborhood, cooked meals for her entire street during the hurricanes. He thought it would be a nice recognition if they go with a citizen but if they have anyone else they can mention them in their comments.

8. ADJOURNMENT

The meeting adjourned at approximately 6:20 PM.

Valerie Manning, City Clerk,CMC 12/13/2022

Chris Via, Mayor 12/13/2022