

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JANUARY 23, 2024

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by Mayor Chris Via
- c. Pledge of Allegiance

2. PUBLIC COMMENTS**3. APPROVAL OF MINUTES**

- 1. Minutes - January 9, 2024, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEM (1)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2024-R-6 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of a 2024 Ford F-350 Mini Dump Truck at a Cost of \$80,845.70 to Bartow Ford and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

- 1. Resolution -2024-R-7 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Contract #19632, Awarding an Agreement with Raftelis Financial Consultants, Inc., to Provide a Utility Rate Study for the City of Holly Hill at a Cost of \$45,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

6. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2024-O-3069 FIRST READING - 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 in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low-Density Residential to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Personal Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND FIRST READING - Ordinance 3070 - an Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance -2024-O-3071 FIRST READING - 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 Attachment a from R-6 (Low Density Multifamily Residential District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. COMMUNICATIONS

A. City Manager Comments

- a. Discuss Direction of the City Annex Building

(Requested by Joseph Forte, City Manager)

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

8. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

3.1

MEETING DATE: January 23, 2024
FROM: Valerie Manning
SUBJECT: Minutes - January 9, 2024, Regular City Commission Meeting
NUMBER: (ID # 4386)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 9, 2024 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - January 9, 2024 - Regular CC meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 9, 2024

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	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 COMMENTS

None.

3. APPROVAL OF MINUTES

1.

Minutes - December 12, 2023 Workshop and December 12, 2023 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 9th day of January, 2024, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience that wished to speak on any item on the Consent Agenda or if any member of the City Commission wished to pull an item for further discussion. There was no one.

1. -2024-R-1 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Sourcewell Contract 062421, Approving an Agreement with USA Services for the Provision of Street Sweeping for an Annual Cost of \$51,600.36 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:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2024-R-1**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF SOURCEWELL CONTRACT 062421, APPROVING AN AGREEMENT WITH USA SERVICES FOR THE PROVISION OF STREET SWEEPING FOR AN ANNUAL COST OF \$51,600.36 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, APPROVING THE PIGGYBACKING OF SOURCEWELL CONTRACT 062421, APPROVING AN AGREEMENT WITH USA SERVICES FOR THE PROVISION OF STREET SWEEPING FOR AN ANNUAL COST OF \$51,600.36 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of continued street sweeping services in order to reduce flooding risks and promote City beautification; and

WHEREAS, USA Services has had a positive relationship with the City of Holly Hill since 2013; and

WHEREAS, USA Services has an active competitively bid Sourcewell Contract #062421 for the provision of street sweeping services; and

WHEREAS, in order to ensure that rates are competitive, USA Services has agreed to match the curb mile and hourly costs with an active contract between USA Services and the City of New Smyrna Beach.

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

SECTION 1. That the City Commission does hereby approve the piggyback of contract 062421 between Sourcewell and USA Services.

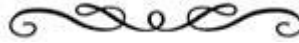
SECTION 2. That the City Commission does hereby approve annual expenditures in the amount of \$51,600.36 for street sweeping throughout the City of Holly Hill.

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 9th day of JANUARY, 2024.

Enacted and approved this 9th day of January, 2024, in Holly Hill



2. -2024-R-2 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggy-Back of Orange County, Florida Term Agreement (ITB# Y21-120-MV) with Hydra Services, Inc., for Abs Pumps, Repairs and Parts in an Amount Not to Exceed \$110,000 Annually, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2024-R-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED \$110,000 ANNUALLY, 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 PIGGY-BACK OF ORANGE COUNTY, FLORIDA, TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED \$110,000 ANNUALLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires pumps, repairs and parts services to maintain continuous sewer collection and wastewater treatment as required under the Florida Department of Environmental Protection permit; and

WHEREAS, Hydra Services, Inc., is a local service provider with an active Term Contract with Orange County, Florida (ITB# Y21-170-MV) for pumps, repairs and parts; and

WHEREAS, The City purchasing policy 2.39 states the City of Holly Hill may

utilize piggy-back agreements for contract services; and

WHEREAS, adequate budget is available within the City utility sewer divisional funds to pay for the purchase of pumps, repairs and parts in an amount not to exceed \$110,000.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggy-back of Orange County, Florida (ITB# Y21-179-MV) contract with Hydra Services, Inc.

SECTION 2. That the Commission of the City of Holly Hill approve pumps, repairs and parts services from Hydra Services, Inc., in an amount not to exceed \$110,000 annually and authorize the City Manager to execute the same.

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 9th day of JANUARY, 2024.

Enacted and approved this 9th day of January, 2024, in Holly Hill



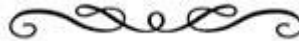
3.

LPR-Flock Agreement Extension Request

(Requested by Jeff Miller, Police)

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

Enacted and approved this 9th day of January, 2024, in Holly Hill



4.

Award of Alta Drive and 10Th Street Stormwater Emergency Repair

(Requested by Antoine Khoury, Public Works)

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

Enacted and approved this 9th day of January, 2024, in Holly Hill



5. REGULAR AGENDA

1. -2024-R-3 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Contract #19632, Awarding an Agreement with Raftelis Financial Consultants, Inc., to Provide a Utility Rate Study for the City of Holly Hill at a Cost of \$45,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mr. Walker stated that this item will be pulled per the request of the applicant because they are unable to make it to the meeting due to the bad weather. Mr. Walker stated this will move to the next meeting scheduled for Tuesday, January 23, 2024 at 6:00 PM. ***There was CONSENSUS from the City Commission to pull this item and reschedule it.***

RESULT:	PULLED BY THE ASSISTANT CITY MANAGER
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2. -2024-R-4 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of an F-350 Mini-Dump Vehicle, a Utility Department Rate Study, and Centennial Park and Sunrise Pier Renovations; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2024-R-4**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS FOR THE PURCHASE OF AN F-350 MINI-DUMP VEHICLE, A UTILITY DEPARTMENT RATE STUDY, AND CENTENNIAL PARK AND SUNRISE PIER RENOVATIONS; 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 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024; and as amended 2023-R-58, 2023-R-59, and 2023-R-69.

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for completion of certain City operations and 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 carry forward funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated purchases for fiscal year 2023-2024 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, 2023 through September 30, 2024. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of JANUARY, 2024.

Enacted and approved this 9th day of January, 2024, in Holly Hill



3. -2024-R-5 Resolution

A Resolution of the City of Holly Hill, Florida, Vacating the Plat Recorded for the Property Described Herein and Retaining a Permanent Utility Easement, as Described Herein, Over a Portion of Said Property; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

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

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2024-R-5

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, VACATING THE PLAT RECORDED FOR THE PROPERTY DESCRIBED HEREIN AND RETAINING A PERMANENT UTILITY EASEMENT, AS DESCRIBED HEREIN, OVER A PORTION OF SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, VACATING THE PLAT RECORDED FOR THE PROPERTY DESCRIBED HEREIN AND RETAINING A PERMANENT UTILITY EASEMENT, AS DESCRIBED HEREIN, OVER A PORTION OF SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of certain property located in the City of Holly Hill

described in attached Exhibit “A” has requested that the City vacate the plat for said property; and

WHEREAS, the City of Holly Hill is willing to vacate said plat, however there are existing utilities in a portion of said platted area and the City of Holly Hill must retain a permanent utility easement over said area as described in attached Exhibit “B”.

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

SECTION 1. The City of Holly Hill hereby vacates the plat of record for the property as described in attached Exhibit “A”, subject to the City of Holly Hill retaining a Permanent Utility Easement over the portion of the property described in attached Exhibit “B”. The Permanent Utility Easement shall authorize the City of Holly Hill to operate, maintain and repair utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment,) including the right to transmit and convey public utilities through, above and under said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements. The City of Holly Hill also retains the right of access over the Permanent Utility Easement area for the purpose of exercising the rights granted herein. Utility providers other than the City of Holly Hill have the right to use the Permanent Utility Easement for the rights granted herein as if said easement was a publicly dedicated right-of-way.

SECTION 2. The above retained Permanent Utility Easement and the rights and obligations hereunder shall run with title to the respective properties encumbered and benefitted hereby and shall be appurtenant thereto, and shall bind and inure to the benefit of the City of Holly Hill, its successors and assigns until such time as the Permanent Utility Easement is vacated and/or terminated. The retained Permanent Utility Easement shall be governed by the

laws of the State of Florida. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided at law or equity. The waiver of any breach of this Permanent Utility Easement shall not be construed as a waiver of any subsequent breach. All rights, privileges, benefits and burdens created herein run with the land.

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

SECTION 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its adoption.

APPROVE AND AUTHENTICATED on this 9th day of JANUARY, 2024.

EXHIBIT A

<u>LEGAL</u>	<u>DESCRIPTION:</u>
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(NO. 1 - ORIGINAL OWNERSHIP OF REAR PARCEL.)

PARCEL 1:

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C.

FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST COMER OF THE NORTH 1/2 OF LOT 23; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL

RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL CONTAINING 5.19 ACRES, MORE OR LESS.

LEGAL

DESCRIPTION:

(NO. 2 - PLAT VACATION PARCEL)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 140.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S25°41'21"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 75.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°57'02", A CHORD BEARING OF S70°39'52"E AND A CHORD DISTANCE OF 70.68 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.50 FEET TO THE POINT OF CUSP AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AS SHOWN ON THE PLAT OF SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE S64°21'37"W ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 94.97 FEET TO A POINT ON THE EAST LINE OF LOT 7, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 7 AND LOT 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 40.03

FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 89°58'38", A CHORD BEARING OF N70°39'04"W AND A CHORD DISTANCE OF 106.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 117.78 FEET; THENCE S64°21'37" ALONG THE NORTH LINE OF LOTS 1 THROUGH 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 370.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 69.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6.07 ACRES, MORE OR LESS.

LEGAL

DESCRIPTION:

(NO. 3 - NEW REAR PARCEL BOUNDARY AFTER PLAT VACATION)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,

FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.64 ACRES, MORE OR LESS.

LEGAL

DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23,

BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

EXHIBIT B

See Legal and Sketches of Description for Easement Areas.

Enacted and approved this 9th day of January, 2024, in Holly Hill



4.

Request for a Code Enforcement Lien Reduction - 18 Timber Trail

(Requested by Joseph Forte, City Manager)

Mr. Walker read through the staff report for the Mayor and City Commissioners as follows. The property located at 18 Timber Trail, Holly Hill, FL 32174, Parcel ID# 424269000090. (Property) has had several code violations which continue for months

even following repeated requests for compliance and code enforcement action by the City of Holly Hill (City). Richard Quint from West Avenue Group, LLC is the owner of record of the property. The owner was issued a Notice of Violation on March 9, 2023 and a Notice to Appear on April 4, 2023 for violations of Section 26-61 - Special Items declared a Nuisance, Section 114-33(2) interpretations of permitted uses and structures, Section 62-27, Delinquency Penalties and Section 50-26 Sale of Personal Property within Residential Zones. All violations were brought into compliance by August 18, 2023. The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property. A lien was recorded on the property on July 13, 2023 and accumulated to \$15,800 plus the \$250.00 Special Master fee for a total lien amount of \$16,050.00. Mr. Walker stated that Mr. Forte, the City Manager, negotiated with the property owner for an agreed upon settlement of \$2,147.66 to be paid no later than February 9, 2024.

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 9th day of January, 2024, in Holly Hill



6. PUBLIC HEARINGS

1. -2024-O-3068 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Malkit Salh Business Planned Unit (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mr. Walker stated back on March 11, 2003, the City Commission adopted Ordinance 2653, which approved a rezone from B-5 Heavy Commercial (Volusia County) to Business Planned Unit Development (BPUD) Holly Hill for the property on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue. The property contains two structures and was approved for automotive sales, services and repairs and for use as a single-family dwelling. On January 27, 2004 the City Commission approved a major amendment to the BPUD to allow the uses stated in the B-5 zoning district. This added the uses described in Exhibit A. Over the last 19 years, there have been changes along Nova Road S, and the applicant's property is now surrounded by properties that are zoned CC-1 that permit a greater variety of uses. In response to changing times, the applicant would like to add additional uses to their BPUD and make adjustments to development requirements such as setbacks and minimum building separation. That is the purpose of this major amendment request. Mr. Walker stated, now over the past 19 years there have been changes along Nova Road South the applicant's property now is

surrounded by properties that are Zone CC1 and the CC1 zoning District allows greater uses and has more flexibility than the property that is kind of in the center of those uses. In response to those changes, the applicant has requested to add additional uses to their BPUD and to make adjustments to the development requirements. When I say make adjustments to the development requirements I mean things such as the setback and the minimum building separation and that's because those development standards for CC1 are more relaxed than what they are for this specific property, so this would kind of bring them into conformity with what's around them. The applicant is requesting to amend the BPUD as follows:

1. The use of a single-family home has been removed. Shed sales and display along with all uses within the B-6 zoning district have been added as permitted uses. (Exhibit B) Specific criteria have been added as a requirement for any proposed shed use. See letter D of the proposed amendment.
2. Development standards have been updated. An example is that setbacks and minimum building separations have been reduced and are now consistent with those of the surrounding CC-1 zoned properties. See letter E in the proposed amendment.

Based on that staff would request that the City Commission recommend that the City Commission approve or adopt the Ordinance enacting a rezone from business plan unit development to business plan unit development a major amendment adding uses and modifying specific development standards and the associated development agreement for approximately .8 acres west side of Nova Road South on the corner South Nova Road and Alabama Avenue more specifically known as 1190 and 1184 South Nova Road. Commissioner Currie stated Mr. Walker, is this the property that has existing sheds on it now?

Mr. Walker stated, yes.

Commissioner Currie stated that's what she has a little bit of heartburn about. So, they have not come in to get the proper paperwork or permitting taken care of; we throw the sheds on and then we beg for forgiveness and try to get approval. Is that where we're at?

Mr. Walker stated that's exactly right.

Commissioner Currie stated, thank you.

Mayor Via asked are there, and he asked Mr. Walker earlier and he doesn't remember the answer, are there currently any shed sales in Holly Hill? Any uses that you're aware of?

Mr. Walker stated he's not aware of any properties that have shed sales at this time.

Mayor Via stated, okay. And this, what is before them, he understands that he would have to come back with a site plan for staff but before us tonight, are we able to limit the amount of sheds that they have through this Ordinance here tonight?

Mr. Walker stated this is the board, you can limit how many sheds they have on the property, absolutely.

Mayor Via stated, okay. And to Commissioner Curries point, did they, he knows this business has been there for several months, did they come in for permission to put it in or did they do it without staff's knowledge and just go ahead and put the granite company there and the shed company there?

Mr. Walker stated the granite company is actually an approved use. There have been similar uses like that in the past. The use of the sheds was a surprise to staff and staff had specifically mentioned to them that sheds could not be placed on the property until such time as the City Commission approved that use.

Mayor Via stated okay and his last question is, is there currently a Code Enforcement case against the property or the businesses?

Mr. Walker stated they are currently under Code Enforcement.

Mayor Via asked is it for violating that or is it for other reasons?

Mr. Walker stated it's for the sheds.

Commissioner Currie stated Mr. Walker, since there are currently sheds on the property, are they selling the sheds now?

Mr. Walker stated his impression is that they're using the site to display their inventory, all of their inventory. He thinks the thought was that if they were approved that they would maybe demonstrate some samples of the types of sheds that they sold. But at this point, he thinks what they've done is they've stuck their inventory out there and are selling sheds.

Commissioner Currie stated, Attorney Simpson, are we allowed to say, until they come back for the proper permitting and the paperwork, are we allowed to say those sheds need to be removed from the property because she doesn't think they should be allowed to have them until they're permitted to have them.

Attorney Simpson stated basically, the city has already said that through enforcement, that's the position we're taking.

Commissioner Currie stated so that's why they're in a Code Enforcement action.

Attorney Simpson stated, yes because Code Enforcement is saying that they're in violation, according to Mr. Walker he said that they're in violation because they have sheds on the property that's not permitted.

Commissioner Currie stated it's just that's the way Holly Hill did business thirty plus years ago or twenty plus years ago. That's not Holly Hill today and that's what she has a problem with. People think that they can just come in set up shop and then if we catch them, oh we'll beg for forgiveness now and we'll try to go through the proper channels, instead of doing that first of all. We're one of few cities that happens to and she's really getting tired of it. She wants to know what she can do at this point, about the sale of items that they're not permitted for.

Attorney Simpson stated if you technically look at, you know this is a quasa-judicial hearing, so what you're looking for is substantial componential...does their request comply with our Comprehensive Plan? Their violation of our Codes, technically, is not one of those review criteria, which you look at, in terms of the Comprehensive Plan says, are they or are they not compliance, that's not technically listed but he completely understands the concern. So, there's a couple things he thinks the City Commission could do. One, is you could continue the item; say that you don't want to entertain this until they're in full compliance. Two, you could pass it on first reading and say, do not bring it back for second reading until they're in full compliance. The third option, you could go

out and say, you know we're going to deny this because you're violating our codes. And whether or not they would look to challenge that is not competent as substantial evidence to support the violation but that's really the only grounds that would, that he's heard, that would be the basis for saying no and he thinks, what if, if we would to deny, they can't make a request for a year, right?

Mr. Walker stated he hasn't seen that in the Code.

Attorney Simpson stated, okay. It may be better to, because staff has looked at it and determined that it's consistent...what they want to do is consistent with our Comprehensive Plan, they just.

Commissioner Currie stated and she doesn't have a problem with that.

Attorney Simpson stated and they jumped the gun and said and then, basically they want to ask for forgiveness instead of asking for permission.

Commissioner Currie stated she wouldn't have had a problem in the world had something come before her and that wasn't taking place.

Attorney Simpson stated he would probably throw out the two options. Either, we want to continue this and don't bring it back to us until they're in compliance or adopt on first reading and say do not bring second reading back to us until they are in compliance. He doesn't know if Mr. Walker has a preference over one of those two but he thinks those may be two options.

Commissioner Danio asked in compliance with what?

Attorney Simpson stated the sheds would have to be removed.

Commissioner Currie stated Commissioner Danio, they currently have a Code Enforcement action for that.

Commissioner Danio stated he understands that, he gets the whole thing.

Commissioner Penny asked Mr. Walker, have they been to Special Master yet?

Mr. Walker stated, no.

Commissioner Penny stated basically, they received the violation and they've been given a time...when is their deadline to come into compliance, do you know?

Mr. Walker stated he thinks that they are approaching the deadline, so he would say, he believes it's sometime within the next week or so. It's possible that they've just passed it. He didn't check the latest date but we're right around that time period.

Commissioner Johnson stated it probably would affect him more than anyone else because he's probably the closest neighbor but he can understand they shouldn't be allowed to violate the Codes, which he learned, kind of the hard way, because of the tenants he had, but to have new sheds there, when north of them is a new unused tire place just in this south of the tire place between them and is a trailer sales place, which is similar to the sheds. They have new sheds there that are really not an eye sore and it looks good, there's no problem. They had the slate or tile or whatever it is, he sees them using a forklift to move them around and then south of that they have a Kennedy's Car Sales lot. So, really there's no problem with the sheds. He would think it would be a hardship to take make a business move the sheds out then give up them permission to bring the sheds back, he can understand that but to violate the Code is wrong, not to do it the way that it should be done. He's the type that believes you should cut the business some slack and let them survive. He sees it every day and he doesn't really see where there's a problem with it to tell them the truth.

Mayor Via opened public participation. No one spoke.

Mayor Via stated Commissioner Danio, the purpose of those questions, and you can correct me Commissioner Currie if I'm wrong, and my questions, and to you Commissioner Johnson, is that he doesn't have anything against the business, like you said, I want the business to succeed but the property owner invited that violation full well knowing that it wasn't allowed, knowing that forgiveness was going to be asked instead of permission. And as Commissioner Currie stated that is how business was done years and years ago and it doesn't happen anymore and I want to make sure it doesn't happen anymore. To that end, as Commissioner Currie stated too, he would have been welcomed if they became before the Commission and asked the Commission this. Now, it's exactly as you said Commissioner Johnson, if we don't agree with sheds being sold on that property, now we have to be the bad guys and feel bad for kicking out those business owners that are renting that location. So, now the impetus is put on us and it shouldn't be that way because if it came before us, just as my questions tonight and tonight my recommendation is to reduce the amount of sheds that are allowed on there so that we can have a more aesthetically pleasing type business if we're going to allow sheds to be sold. To Commissioner Currie's point, is that it should have come before us so we could have given the guidelines and told them they need to be this far off of the road and all of the normal things that all of the rest of the business owners that go through the right way of doing things, by coming in and speaking to Mr. Walker or his staff, speaking to the City Manager, getting the okays, making sure everything is legal and sometimes that means being patient and maybe it means three months' worth of rent to that person but what that does is by cheating you're only cheating the rest of the people that are following the rules that we have set. He fully understands Commissioner Danio's line of questioning and that's where I'm going with it as well.

Commissioner Penny stated he agrees with what has been said that he wished the tenants would have followed the rules but as a business owner, maybe the tenant didn't know the rules and maybe the landlord knew the rules. He would feel more comfortable moving forward with this since it's a PUD, let's see the site plan, let's see how many sheds are going to be on this place specifically, let's not approve this and let staff approve the site plan and let...the property is in non-compliance right now, it's in the Code Enforcement process. If we don't make any change, if we do nothing tonight and we continue this to further meeting, so you get more details about the number of sheds and the placement of sheds, not the exact sheds because they're going to move. Maybe there's a 12, you can have up to a 12x 15 here, and you can have up to a 20 x 20 here, or you're going to have no more than eight sheds on any particular time. He would feel more comfortable approving something like that sometime in the future but in the meantime, he gets the feeling that the Commission wants maybe a pound of flesh. The pound of flesh is in the process. They are in Code Enforcement process now. If we take no action, they're still in non-conforming tomorrow. They'll end up in Special Master and it's probably going to take two months for us to get this situation resolved. His concern is, as a business owner, to bear the cost to get those sheds there and then to move those sheds, store them and pay some place to store them and not be able to sell them for 90-days, could make that business go bankrupt. If we're looking for the pound of flesh, let the Code Enforcement process take its process, let them go to Special Master, they won't be in compliance, the Special Master can fine them \$100 a day, that's our pound or ounce of flesh or whatever it might be, and let us get more detailed information on this PUD so that we're all more

comfortable with it. He doesn't know if that's possible, if it's legal but those are his thoughts.

Commissioner Currie stated she thinks you stated very well, Mayor, my position. She would not have had a problem with this business had they followed the rules. That's her whole thing. You don't follow the rules...and she can agree with you're position and what you stated. The only concern that she has is them still being able to sell those sheds on that property and doing so. That's the only reason why she said something about having them removed. She's just concerned that they're still going to move forward with selling them, who cares what the city says, we'll go through their little process. No. You should not be selling them. She doesn't know what the city can do to remedy that stop without making them remove the sheds. She doesn't want to put any hardship on them but they shouldn't be selling them. They're not permitted to.

Mayor Via stated he thinks the greater question is, is it the property owner or the business owner who should bear this? He thinks, like Commissioner Penny said, the business owner may just be renting and never knew...he might have said yes, put the sheds out there.

Commissioner Currie stated, right.

Mayor Via stated now, ignorance is not an excuse to the law.

Commissioner Currie stated she just doesn't want them to continue selling until they're permitted to do so.

Commissioner Penny stated let's say a fireworks shop opened up next to the Methodist Church, Lutheran Church and it's not zoned for that, they would go to code violation, they would go to Special Master and we couldn't do a cease and desist but we couldn't stop them from selling their fireworks illegally until they went through the code process. He understands the frustration. He just doesn't think we can hit them where we want to hit them without making them go out of business.

Commissioner Currie stated and she doesn't want to do that and she doesn't want to make them move the sheds because that's a huge pain.

Commissioner Danio stated he doesn't want to open any old wounds but it seems to him like we went through something like this a few months ago with the food trucks and what did we do? We gave them more time anyway. Didn't they do the same thing?

Mayor Via asked what do you mean? Gave who more time?

Commissioner Danio stated we rewarded them after they went ahead and did stuff that were out of compliance. He means, we got to pick a side.

Commissioner Currie stated she is willing to let the Code Enforcement process go through. Hopefully, they will discontinue selling sheds on the property because in her humble opinion, that's not going to bode well when they come before the Commission to permit the business if they're continuing that.

Mayor Via stated and let him share with the Commission before he opens the floor for a motion, that when this sprung up, I too, Commissioner Johnson, live right next to it, I actually take Alabama all the time to turn right onto Nova and several months ago it just sprung up and they're very close, if you guys have driven by it, they're very close to the road, very obstructive viewing and so he called the City Manager and he said what are you talking about there's no sheds there; he had no clue about it whatsoever. After discussing with it him again yesterday and today he stated that once they did speak about it, it was his impression was more like Home Depot or those type of places where you

have, and I believe you talked about this Mr. Walker in your presentation, is where you have maybe two or three different sizes and then you have a book that says you can get them in this color and with this roof and that. That would be something that he would feel would be a lot better for that property and something he would like to see. Now, he doesn't want to right now set those criteria but what you said, Commissioner Penny, when we make the motion I would like to be able to see the site plan as well so that we can determine how many are going to be on there and where they're going to be so that they're not right on the road.

Commissioner Penny stated here's his concern. Attorney Simpson. correct me if I'm wrong, my idea would be to pull and take no action on this item tonight and bring it back at a later date with the site plan. My concern is that if we approve this then there's going to be a zoning change in process which would give them leniency with the Special Master.

Commissioner Currie asked should we just then continue it?

Commissioner Penny stated if we approve this on first reading and tell them to come back with more details and they go to the Special Master, they're going to say, oh the Commission is changing it, the Special Master will go yeah, they are changing it so we'll give you more time. Whereas, if you take no action tonight and bring this back at some time in the future, there would be nothing on the table with the Special Master and they would continue.

Attorney Simpson stated he wants to address some issues about the details. He's not sure what they're referring to as a site plan. Site plans don't come back before this body.

Commissioner Penny stated no, it's not a site plan. He wants to see...

Attorney Simpson stated you're talking about the attached development plan to the PUD.

Commissioner Penny stated he wants to see that there's no more than eight sheds on the property at any given time.

Mayor Via stated wait a second, the Commission has seen layouts of when PUD's come before us we can see where those are, what type of structures they are, what use of the proper plans...

Attorney Simpson stated you have seen the development plans attached to the PUD's but not the site plans. He just wants to make sure they're using the right terminology.

Commissioner Penny stated he was using the wrong terminology, you're correct. He wants to see how many sheds are going to be on this property.

Attorney Simpson stated we can come back with a more detailed development plan with more details based on whatever the Commission says. The issue about if the Special Master holds off on enforcing or not enforcing, it kind of goes back to do you want them to have to take those sheds off before you approve?

Commissioner Penny stated, I don't personally.

Attorney Simpson stated well, then why do you care what the Special Master does?

Commissioner Penny stated because the Special Master will...they're not in compliance and the Special Master will fine them \$50 a day and they'll end up having to pay some type of punitive damage for violating the rules.

Attorney Simpson stated and they'll have to move those sheds to get the fine to stop.

Commissioner Penny stated not if we change the rules.

Attorney Simpson stated unless you the rules.

Commissioner Penny stated if we change the rules before they remove them they would now be in compliance under their rules.

Commissioner Currie stated so, that would give them incentive to get the development plan submitted.

Mr. Walker stated he thinks what would happen is if they went to Special Master they would explain to the Special Master that they're going through the process of a rezone and the Special Master would very likely hold off on fining them, pending the results of their request to rezone the property.

Commissioner Penny stated but can we ask the Special Master to rule on it and if we don't make the changes the fines go back to the first day?

Mr. Walker asked, retroactively?

Attorney Simpson stated they go back, the way it works with the Special Magistrate, they will say you're in violation and you're given so many days to come into compliance and they aren't retroactive. They'll give so many days to come into compliance and determine those number of days would most likely take in the time how long will it take the city to decide whether they're going to rezone.

Commissioner Currie asked should we just make a motion to continue?

Attorney Simpson stated he's not 100% sure what the Commission is trying to accomplish to be perfectly honest with them. If a majority of the Commission doesn't want to make them remove the sheds then what he would do is consider...but there's some discussions about more details needed in the site plan (development plan), that maybe the Commission approves it tonight with direction that these details discussed and with Mr. Walker. The details that the Commission wants to see in there and then bring that back for second reading and the level of details. There's language in here that talks about if we deny something they may not be able to bring it back for a year. He doesn't think denying is a good idea and he's not sure...

Commissioner Currie stated that's why she said continuing it.

Attorney Simpson stated you can continue it if you want to do first reading again to make them bring it back for first reading, the improved or enhanced development plan for first reading, but it can also be between first and second reading; there's another reading that has to occur.

Commissioner Penny stated we always say that the goal of Code Enforcement is compliance, right? And he doesn't think any of us like the number of sheds or the position of the sheds. He first thought was to continue it, let's see if we can fine them. It sounds like we're not going to get a pound of flesh, we're not going to get an ounce of flesh. They're never going to be fined but if our goal is to come into compliance then we should approve this at first reading as Attorney Simpson has said and have second reading come back with more details because if we kick this down the road for another two weeks or another month, they're going to be out of compliance that much longer. If we if we approve it tonight with direction to staff to come back with we want to see a development agreement showing how many sheds and where they're going to be, then if we approve it at second reading and they don't come into compliance within 10-days, now we can spank them but right now...

Attorney Simpson stated the only thing that they would have to do once the Commission

approves, if the Commission were to approve the rezoning request, the amendment, then all they need to do is pull the business tax receipt. That's the only thing they would need to do to come into compliance, other than move...

Commissioner Penny stated but let's say they had 30 sheds and we only allow them 10, they have to take 20 sheds away.

Attorney Simpson stated, right.

Mr. Walker stated this is their effort to come into compliance.

Commissioner Currie stated, okay.

Mr. Walker stated they got Code Enforcement violations.

Commissioner Currie stated if the Commission approves this tonight and we have them bring back more details in the site plan (development plan) then we don't have a chance, at that point, because it's the second reading, if the Commission wants to make changes to said site plan (development plan) that the Commission doesn't like how many sheds that they're trying to put or the Commission needs to change something about that, then we're just going to be kicking it down the road again because it's not going to be approved if the Commission wants changes. So, she says, why don't we just make them bring back that information on the first reading and then the Commission will have the ability to look it over, make any changes or not make any changes and then at second reading all that is hashed out.

Commissioner Penny asked if the applicant is here?

Mr. Walker stated no he is not.

Commissioner Penny stated he would highly recommend that the applicant come to the next meeting since this is a PUD and negotiation and we can discuss it at the floor and make that decision then.

Mr. Walker stated he was told he needed to be here.

Commissioner Currie stated he has people fighting for him and he doesn't want to be here.

Attorney Simpson stated he is fine if the Commission wants to continue this but he would like for them to come back with a consensus that this is what we would like to see on the development plan or we can do it before first and second reading. If we got to second reading and you weren't happy with the development plan then you can still say no, we're not passing it.

Commissioner Currie stated that's why, wouldn't it just be cleaner to continue it, have them bring the information back for the first reading. We can hash out whatever we need to hash out, if anything, we might not and then the second reading its just done.

Attorney Simpson stated they are still looking at three meetings. Tonight, the first reading, again at second reading or tonight...

Commissioner Currie stated she just doesn't see the benefits on voting on the first reading tonight. What are the benefits?

Attorney Simpson stated you're not going to save anything. You're still going to have two more meetings, potentially, from tonight. If, at the next meeting, the City Commission is not satisfied with the site plan (development plan) and you ask for more changes, those will have to be brought back between first and second reading at the next meeting.

Commissioner Penny stated how about, the applicant's not here, we continue it because he's not here and he better be here the next time or we're going to deny it.

Commissioner Currie stated, yes. If he didn't want to take time out of his day to be here, it wasn't that important to him. She doesn't think she has to vote on first reading.

Attorney Simpson stated I still think the Commission should give direction to Mr. Walker what you all want to see in the sight plan (development plant). He still thinks that's a good idea.

Commissioner Currie stated that's probably important.

Attorney Simpson stated just so when it comes back next time we've attempted or the applicant has attempted to address your concerns.

Commissioner Currie stated she agrees.

Commissioner Penny stated his concern is he doesn't have a visual overlay of that property with where those sheds are. It looks like visual clutter when you drive by at 45 miles an hour.

Commissioner Currie stated yes, it does.

Attorney Simpson stated we generally, and I'm speaking for Mr. Walker here and I don't want to but I think it would be helpful to say, okay, these are the things we want to see improve. Based on your visual observations of the site.

Mayor Via stated and he's laid out one earlier and we talked about this Mr. Walker, the City Manager and I have spoken about this, is that you have those samples on site. There's a couple of different sizes, you have a book to show them what different colors. Those, then would not be right on Nova Road because it's too close to Nova Road. Those would be back where the building is, where the rest of that parking lot is, that's personally, what he would like to see with the sheds. As it relates to the granite business, he's not sure if the Commission can dictate that those are also moved off of the street as well but it also needs to be addressed that the current business there is also out of compliance with several different yard signs that are right out front in front of the business, advertising the business. If they are going to have temporary signage they need to have the proper permits for that. That's, personally, what he would like to see when this comes back to the Commission.

Commissioner Penny stated he thinks he would go the other way Mr. Walker. He would let the applicant tell the Commission what he wants to do that would be most attractive because as a business owner if you have...if someone wants to buy a shed and they're like me and they want to decide on Friday they're going to buy a shed they're going to buy a shed on Saturday and if you...the more inventory he has, the better, I understand that because if he's got a blue one and my wife wants a yellow one and he doesn't have it, we're going to go to Home Depot and get the yellow one. So, he understands the importance and he doesn't want to dictate how much inventory he wants. He would like him to bring the Commission a proposal, this is the most attractive way to position sheds that I can make a living because if the city dictates that he can only have four sheds and six books with options, he might go out of business. He wants it to be his proposal, with his blessings that the Commission can then agree or disagree with.

Mayor Via stated he can go for that.

Commissioner Penny stated because I'm not a shed salesman. My friend Robin has a trailer sales over here. I ask him why he has 100 trailers on there. He has as many as he can because if someone wants one with an option and he doesn't have it, they're going down Nova Road to buy one. He doesn't think the Commission should sit here and

dictate how he runs his business. He should make his business as attractive and appealing to Nova Road as he can and then we can either agree or disagree with him.

Mayor Via stated he stands corrected. Good point.

Mr. Walker stated he has a suggestion. it's common in these types of situations to delineate an envelope and say this is the area, we've looked at the site, we know where your parking is, we know where your drive aisles are, we know where your vegetation is, your entrances and your exits and we delineate on the site plan an envelope or an area, a bubbled area, where sheds can be displayed. That way you're staying away from a specific number because two sheds that are 30 x 20 are different than two sheds that are 10 x 10. So, it gives them the flexibility to be able to display different types of sheds in different sizes but they all occur within that specific envelope. That's his suggestion.

Mayor Via stated, true.

Commissioner Currie stated she likes that but she would also like to go a step further and she thinks we're kind of on the same line with this, her my concern is public safety if you will for the visibility of traffic. She doesn't think that they need to be right up on Nova Road. That's her concern.

Mr. Walker stated well, that's the envelope.

Commissioner Currie stated, okay.

Mr. Walker stated that would be solved by the envelope. If the envelope is pulled back 25 ft from Nova Road then you have no sheds that are close to Nova Road.

Commissioner Currie stated okay, sounds like a good...

Commissioner Penny stated at least meet the setbacks; whatever the setbacks are for Nova Road, right?

Mayor Via stated well, the setbacks are pretty small.

Mr. Walker stated it's a pretty tight property.

Commissioner Currie stated but we have to be concerned for that. That's concern for future traffic and pedestrians and whatever else is going on there.

Mr. Walker stated and to your point, Commissioner, there are, for signs, visibility triangles and those are specifically designed for areas that are at intersections, which this is. It's on a corner. If we apply that same principle to the shed because the wall of a shed could be determined to be a sign like object then we would consider that in the envelope. If it pleases the Commission, he can get with the applicant to do a site plan (development plan), show an envelope and then how ever many sheds they can get in that envelope, that's it. This is the area that you can do it in and no where else and bring that back.

Commissioner Currie stated she likes that idea.

Commissioner Penny stated that's kind of what he was meaning. Let's show where they can be. Do we need a motion to continue this to the next meeting?

Attorney Simpson stated, yes.

Mr. Walker stated the next meeting wouldn't give them very much time.

Mayor Via asked should they just remove it from the agenda?

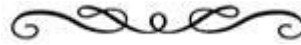
Mr. Walker stated he would suggest the first meeting in February as a date certain.

Mayor Via stated, okay.

*Commissioner Johnson made a motion to **CONTINUE THIS ITEM TO THE FIRST MEETING IN FEBRUARY, WHICH WOULD BE FEBRUARY 13, 2024**, seconded by Commissioner Currie.*

PASSED, 5-0.

RESULT:	CONTINUED TO A DATE CERTAIN [UNANIMOUS]Next: 2/13/2024 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7. COMMUNICATIONS

A. City Manager Comments

Mr. Walker just had an information item that he wanted to update the Commissioners on pertaining to the Mirage pond. It had come up, he believes at the last meeting, the issue with regard to the improvements related to The Mirage Pond and the question came up with regard to the cost for CPI. Staff have found out that it would be \$22,000 and Mead and Hunt would be the ones who would be performing that service, the inspections related to the improvements for that pond.

Mayor Via stated meaning more than what we approved at the last meeting?

Mr. Walker stated he believes it was an additional item that the Commission...we knew it had to be done but he doesn't think we knew the cost but Mr. Khoury from Public Works can give you more detail on that.

Mr. Khoury stated this is for contract management, CPI and approval of **chop (not audible)** that means a contractor has to submit things for the designer to approve. This is about \$22,000 to do that, all of that, and getting this contract under the contract because we waived the requirement and we didn't have a contract with so that's the purpose of this \$22,000.

Mayor Via stated so, do we have to bring it back for a budget amendment or is it...

Mr. Khoury stated, no.

a.

Discuss Direction of the City Annex Building

(Requested by Joseph Forte, City Manager)

Mr. Walker mentioned that this will be discussed by Mr. Forte at the next City Commission meeting on January 23, 2024 under his comments.



B. City Attorney Comments

Attorney Simpson briefly mentioned a proposed Resolution that he received today and he sent it out to the cities he represents. Some law firm is soliciting cities to see if they can get cities to join in to file suit to challenge the Form 6 Financial Disclosure requirement that goes into effect this year as opposed to Form 1 Financial Disclosure that local

governments. They are looking for ten cities to join or an individual elected officials. They would charge each, they were looking for 10, they want it's \$10,000 per city or elected official, so they're looking for \$100,000 total. I'm not aware of this law firm. I have not looked into their legal basis for challenging. Mr. Forte just thought, he thinks Mr. Forte's email to him was, I don't think we're interested but you can ask, or advise the Commission tonight.

Mayor Via stated thank you and before you go further I would just caution this Commission, although we don't like it, is a requirement right now, we have to for the audience that does not know, every year any elected official or board member in the State of Florida local elected below county has to file a Form 1 requirement, which just basically explains in a nutshell your finances or any debts that you may have to people, which I think is important to know and then so just this past year now we will all be under a Form 6, which is a higher requirement which is required by any State official or County official, which then, dollar by dollar, you have to announce all of your finances, the number of debt, the income where your income sources are all of those will be public record and although there are many public officials, local elected officials, there's an exodus of Commissioners and Mayors, more over a hundred, that are resigning to not do that and I do believe it was a overreach. It could have waited until the term was over so that way the people running knew what they were getting into. There's many professions like lawyers that can't disclose certain clients income and things of that nature but nonetheless, it's there. Let me just remind this this Commission that we just received over \$2 million last year from the State, which was signed by the Governor, which was signed by the House and the Senate and I would advise us not to be involved with this even if, personally, we don't like it or agree with moving forward. He will be against supporting joining this lawsuit. Especially, as we continue to seek appropriations.

Commissioner Penny stated he doesn't anyone disagrees.

Commissioner Danio stated he just thinks...he's trying to wrap his head around an \$8,000 year job to pay \$10,000 to sue to get \$20,000 worth of fines if you screw up.

Attorney Simpson stated he wasn't bringing it to them to advocate for it. Mr. Forte just thought he should make sure everybody was aware of it. There may be a city on their own that goes and challenges it anyway. He thinks there's probably a pretty strong lobbying effort to try to change it and if they get 10 cities to join in and they win, we get the benefit of it.

Mayor Via stated not our fight though. They passed the State law and we will abide by it and the law is the law. We also were going to discuss the City Annex building and he would recommend that we wait until Mr. Forte is here because he's been knee-deep in the negotiations of that unless someone else feels strongly. They will wait for Mr. Forte on that.

C. City Commission Comments

Commissioner Currie wished everyone a Happy New.

Commissioner Penny mentioned there was a Volusia League of Cities board meeting today; next dinner will be in Lake Helen and he mentioned that there may be a ballot initiative for an additional \$25,000 Homestead Exemption.

Commissioner Johnson mentioned there's a Go-Fund Me page for a 10 year old for a friend of his daughter who fell off the horse, found a dark spot on her stomach, stage four colon cancer; congratulated Mr. Walker as the city's Assistant City Manager.

Commissioner Danio mentioned he is looking forward to the ground breaking ceremony at the Fire Station. Thanked everyone for their prayers during December and he appreciates it.

D. Mayor's Comments

Mayor Via asked for a motion for CITIZEN OF THE YEAR 2023. The Business of the Year 2023 is Fast Signs, Carmen Ruiz.

*Commissioner Penny made a motion for **CITIZEN OF THE YEAR 2023 AS KIM LAWSON**, seconded by Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mayor Via thanked Chief Miller and Commissioner Currie for have worked in the police department for many years. Today is Law Enforcement Appreciation Day. Thank you to all of our men and women who serve our community.

8. **ADJOURNMENT**

The meeting adjourned at approximately 7:20 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: January 23, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of a 2024 Ford F-350 Mini Dump Truck at a Cost of \$80,845.70 to Bartow Ford and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-6
APPLICANT:
PLANNER:

DISCUSSION:

A Ford F-350 pickup truck was approved in the fiscal year 2022 budget to replace a 2004 truck in the Streets Division. Unfortunately, F-350 vehicles had been unavailable until recently and the cost of these trucks have increased dramatically since the 2022 budget was approved. As such, on January 9, 2024, the City Commission approved a budget amendment increasing the total budget for a replacement Ford F-350 to \$81,000.

This Resolution authorizes the City Manager to utilize a piggyback agreement between Charlotte County and Bartow Ford for the purchase of a Ford F-350 Mini Dump Truck. This contract offers a 4.27% discount off of Ford Factory Invoices and a 0% mark-up on dealer installed options. The total cost of a 2024 F-350 Mini Dump truck through this contract is \$80,845.70

Charlotte County contract # 2021000541 was awarded on September 14, 2021 and has been extended through September 30, 2024. Charlotte County contract # 2021000541 is included under "Exhibit A".

The proposal from Bartow Ford is included under "Exhibit B"

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental 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.).

Section 2.39 of the City's Purchasing Policy is included under "Exhibit C".

FISCAL ANALYSIS:

Following the approved budget amendment of January 9, 2024, there is \$81,000 available under general ledger account 001-8110-580-6400, project 22ST02-Q. The cost of the proposal received from Bartow Ford for a 2024 Ford F-350 Mini Dump Truck is \$80,845.70.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of Charlotte County contract # 2021000541 with Bartow Ford, award the purchase of a 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE PIGGY-BACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Charlotte County Contract 2021000541 (PDF)
- Exhibit B- Bartow Ford Proposal (PDF)
- Exhibit C - Purchasing Policy Section 2.39 (PDF)

Resolution No. 2024-6

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 TO BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 TO BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Ford F-350 Mini Dump Truck was approved to be purchased in fiscal year 2022 and has recently become available for purchase; and

WHEREAS, the City Commission approved a budget amendment on January 9, 2024 to allow for adequate funding to purchase this vehicle; and

WHEREAS, the City of Holly Hill desires to purchase the vehicle under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; 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 Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous

way to procure these goods and services.

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

SECTION 1. Pursuant to the City’s purchasing policy, “piggyback” contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of a 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70.

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 23rd day of JANUARY. 2024.



Charlotte County Purchasing

Administrative Contract Renewal Approval Form

Vehicles - Annual Contract

Contract #:	2021000541	Award Date:	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term:	10/1/2021	To:	9/30/2022
From:			
Renewal Term:	10/1/2023	To:	9/30/2024
From:			

Description & Background of Contract

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	Email:	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	Fax:	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	Signature:	See Attached
Fiscal Reviewed By:	Daniels, Harold, Senior Financial Analyst-08/01/2023		
Department Approved By:	Gutierrez, Lorrie, Fleet Operations Manager - 8/17/2023		
Purchasing Approved By:	Corbett, Kimberly, Senior Division Mgr-Purchasing - 8/17/2023		
Administration Approved By: (when applicable)	Flores, Hector, County Administrator - 8/17/2023		

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2024-R-6 : Ford F-350 Purchase)

Charlotte County Purchasing Contractor/Vendor Performance Evaluation

Contract #: 2021000541 **Title:** Vehicles - Annual Contract

Department: Fleet Management

Contractor/Vendor: Bartow Ford

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

- | | |
|---|-----|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | No |
| 2. Was quality of product/service rendered in conformance with specs? | Yes |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | N/A |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | Yes |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | Yes |

Additional Comments (optional):

Supply chain issues and communication lacks.

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Gutierrez, Lorrie, Fleet Operations Manager-08/17/2023

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2024-R-6 : Ford F-350 Purchase)



Charlotte County Purchasing

Administrative Contract Renewal Approval Form

Vehicles - Annual Contract

Contract #:	2021000541	Award Date:	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term:	10/1/2021	To:	9/30/2022
From:			
Renewal Term:	10/1/2023	To:	9/30/2024
From:			

Description & Background of Contract

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	Email:	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	Fax:	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By: Richard Weissinger
Bartow Ford
thefordtruckguy@gmail.com

Signature:

Richard Weissinger

Fiscal Reviewed By:

Department Approved By:

Purchasing Approved By:

Administration Approved By: (when applicable)

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2024-R-6 : Ford F-350 Purchase)

City of Holly Hill
Steve Reeves

DESCRIPTION		
F3H	2024 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL	
99T	6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Engine	
44G	10 Speed Automatic Transmission	
X4N	Limited Slip w/4.10 Axle Ratio	
90L	Power Equipment Group	
18B	Platform Running Boards	
872	Rear View Camera & Prep Kit	
36M	Dual 68 AH/65 AGM Battery	
	Factory Invoice	\$61,847.00
	Government Price Concession Discount	\$600.00
	4.27% Contract Discount	\$2,615.25
	9' Dump Body with 16" Fixed Sides, Cab Shield, Electric Sub Frame Hoist, Hitch Receiver, Trailer Plug, Install Back Up Camera, Hand Crank Rewind Tarp, Deep Tinted Glass, (2) Amber LED's Mounted in Grill Area, (2) Amber LED's Mounted in Rear, Back Up Alarm	\$22,075.00
	Yellow CITY Tag	\$138.95
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$80,845.70

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me

**Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485**

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are



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

**City Commission
Resolution**

5.1

MEETING DATE: January 23, 2024
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Contract #19632, Awarding an Agreement with Raftelis Financial Consultants, Inc., to Provide a Utility Rate Study for the City of Holly Hill at a Cost of \$45,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

NUMBER: 2024-R-7
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility performs a rate sufficiency analysis report every five (5) years. The analysis is necessary to ensure appropriate utility funding levels for operations, renewal and replacement of equipment and as well as future potential debt issuance to financing large capital projects are acceptable to maintain resilient services. The last study was performed by Stantec in Fiscal Year 2019 and 2020. This Rate Study would also look at the rate structure that the City currently has in place. Having a satisfactory Utility Rate Study gives the local government information to better manage the financial operation and ensure costs are equitably applied to the user consumers.

In order to successfully update the Water & Sewer Fees, a Utility Rate Study must be conducted to calculate the allowable fees that will recover departmental costs, capital infrastructure improvements needed system wide and all current and future debt service. Raftelis Financial Consultants, Inc., can accomplish these services and currently have an agreement with the City of Daytona Beach, Florida for ongoing utility rate and management consulting services. City staff recommend that Commission approve the piggyback of this agreement as the larger City provides a beneficial rate.

The scope of services to be performed by Raftelis is estimated to cost \$45,600 as described in Attachment A of their proposal. Projects of this type are generally anticipated to be completed within one hundred and eighty (180) days from receipt of the authorization to proceed. The proposal from Raftelis Financial Consultants, Inc and City of Daytona Beach agreement 19632 are included under "Exhibit A".

City of Holly Hill Purchasing Policy Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental 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.).

FISCAL ANALYSIS:

The funding will be provided by the Water and Sewer Fund from the following budgets:

400-3010-533.31-01 \$22,800.00

400-3020-535.31-01 \$22,800.00

STAFF RECOMMENDATION:

Approve the piggybacking of City of Daytona Beach contract #19632, award an agreement with Raftelis Financial Consultants, Inc., to provide a Utility Rate Study for the City of Holly Hill at a cost of \$45,600 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE PIGGYBACKING OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF \$45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Raftelis Proposal and CODB Agreement (PDF)

Resolution No. 2024-7

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF \$45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF \$45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Utility Rate Study is necessary to ensure appropriate utility funding levels for operations, renewal and replacement of equipment and capital projects; and

WHEREAS, the Raftelis Financial Consultants, Inc., can accomplish these services and have a current agreement with the City of Daytona Beach to provide ongoing utility rate and management consulting services; 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 between Raftelis Financial Consultants, Inc., is the most economically advantageous way to procure these services.

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 City of Daytona Beach Contract #19632.

SECTION 2. That the City Commission of the City of Holly Hill approve the award of an agreement with Raftelis Financial Consultants, Inc., to provide a Utility Rate Study at a cost of \$45,600 and authorize the City Manager to execute the same.

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 9th day of JANUARY, 2024.

November 13, 2023

Josef Grusauskas
Deputy Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

Subject: Task Authorization to Provide Water and Wastewater Utility Revenue Sufficiency Study

Dear Mr. Grusauskas:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this task authorization to the City of Holly Hill (the "City" or "Client") to provide utility rate and financial consulting services on behalf of the City's Utility Department (the "Utility Department"). Based on our discussions, Raftelis will perform a revenue sufficiency study for the water and wastewater systems. This Task Authorization is pursuant to the terms and conditions of the City of Daytona Beach General Services Contract No. 19632, dated March 4, 2020 between the City of Daytona Beach and Raftelis (the "Piggyback Agreement") that provides for ongoing utility rate and management consulting services. A copy of the Piggyback Agreement is attached as Attachment D. Based on our understanding of the needs of the City, we propose the following:

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment A. Projects of this type are generally anticipated to be completed within one hundred and eighty (180) days from receipt of the authorization to proceed.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the Project Director and Shawn A. Ocasio will be the Project Manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this Task Authorization shall be billed based on the direct labor rates set out in Attachment B.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget of \$45,600 to provide consulting services associated with the performance of the Water and Wastewater Utility Revenue Sufficiency Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue for twelve (12) months after the date of execution of this agreement.

TERMS AND CONDITIONS

Standard terms and conditions, that are made part of this Task Authorization, are set forth in Attachment D.

We appreciate the opportunity to submit this Task Authorization to the City to provide utility consulting services on behalf of the City's Utility Department. Upon execution of this Authorization, please return a signed copy to Raftelis along with an executed purchase order which we will then take as our notice to proceed.

We appreciate the opportunity to be of service to the City.

Sincerely,



Henry L. Thomas
Vice President
407-628-2600
hthomas@raftelis.com

Accepted By:

City of Holly Hill

Name

Title

Date

**ATTACHMENT A
CITY OF HOLLY HILL, FLORIDA
WATER AND WASTEWATER UTILITY REVENUE SUFFICIENCY STUDY**

SCOPE OF SERVICES

The scope of service to be performed by Raftelis is related to the preparation of a water and wastewater utility revenue sufficiency study. The study will include updating the City's financial forecast in order to project Water and Wastewater System financial operations over the five-year period beginning with the fiscal year ending September 30, 2024. The activities associated with the Water and Wastewater Utility Revenue Study are summarized below by major task:

1. *Data Request, Data Gathering, and Project Kickoff Call* – Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the annual rate review. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, and customer billing data. The initial data request will be as comprehensive as possible; however, based on review the City's initial response it is contemplated that follow up data requests will be required during the course of the review. Once the City has responded to the initial data request, the data provided will be reviewed and incorporated into the City's utility rate and financial planning model. Raftelis will also attend, via virtual conference call, a working group teleconference call in order to discuss study objectives, concerns and goals for the study.
2. *Customer, Sales, and Revenue Forecast* – Raftelis will prepare a forecast of customer and usage requirements based on customer account and sales information provided by the City. This task will include review of the most recent historical customer and usage statistics by rate classification and development of a forecast of customers and sales based on the best available information about future growth. This task also includes preparing a summary profile of billing determinants to be included in the financial forecast. The first step of this task will be to work with City staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast model and rate sufficiency review. A forecast of utility rate revenue will be developed based on historical revenue trends, the City's budget, and applying the currently adopted rates to the customer and sales forecast and summary profile of water and wastewater billing determinants.
3. *Review of Capital Improvements Program* – This task will involve the development of a capital finance plan to identify the funding sources for the City's Water and Wastewater System Five Year Capital Improvements Program (CIP). In addition to reviewing the City's current CIP, this activity will also include identification of available funding sources and fund balances and development of an updated capital funding strategy based on project timing and proposed funding sources.
4. *Development of Projected Revenue Requirements* – Raftelis will prepare a five-year financial forecast and revenue requirements analysis based on the City's adopted FY 2024 and Operating Budget and Capital Improvement Program. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenue will be based on applying the currently adopted rates to the customer and sales forecast and profile of water and wastewater billing determinants described in Task 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements in order to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, Raftelis will

recommend overall Water and Wastewater System rate adjustments in conjunction with the City staff. Raftelis will attend one (1) on site and one (1) virtual meeting with City staff to review and discuss study assumptions, results, and recommendations.

5. *Develop Proposed Water and Wastewater Rates* – Raftelis will recommend proposed monthly rates for Water and Wastewater Service including monthly base charges and metered usage charges based on the proposed rate adjustments associated with the costs of providing service identified in Task 4. This task will include a comparison of existing and proposed rates with the rates of neighboring utilities.
6. *Present Study Results* – Raftelis will attend one (1) on site meeting to present the results of the Water and Wastewater Utility Revenue Sufficiency Study to the City Commission. This task will also include preparation of a briefing document and letter report to summarize the study results.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Five Year Financial Forecast
- Proposed Water and Wastewater Rates
- Rate Comparison with Other Jurisdictions
- Briefing Document to Summarize the Study
- Letter Report Summarizing Study

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from Raftelis. Such services may include: 1) assisting in the gathering of detailed billing information; 2) developing cost of service rate designs options in addition to across the board rate increases already contemplated; 3) significantly updating the financial analysis with revised assumptions after the City's review and subsequent to completion of the draft letter report; 4) preparing documentation associated with future debt issuance; 5) project delays that require updated analyses that are not the fault of Raftelis; and 6) additional meetings above the two (2) virtual and two (2) onsite meeting included in this scope of services. The Client will be billed for such additional services based on the direct labor rates as set forth herein and any direct out of pocket expenses associated with such additional work.

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY BILLING RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$269.00
Associate	\$226.00
Senior Consultant	\$145.00
Consultant	\$123.00
Rate Analyst	\$ 96.00
Administrative	\$ 75.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch, and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

(Remainder of page intentionally left blank)

Attachment C
City of Holly Hill, Florida

Project Cost Estimate for Water and Wastewater Utility Revenue Sufficiency Study

Line No.		Project Director / Principal	Project Manager / Associate	Associate Consultant / Rate Analyst	Clerical and Administration	Totals
	Project Billing Rates (\$/Hr.)	\$269.00	\$226.00	\$96.00	\$75.00	
1	Task 1 - Data Request and Data Gathering	1	8	8	0	17
2	Project Kickoff Call / Virtual Meeting	1	2	1	0	4
3	Task 2 - Customer, Sales, and Revenue Forecast	1	12	24	0	37
4	Task 3 - Review of Capital Improvements Program	2	8	16	0	26
	Task 4 - Development of Projected Revenue Requirements					
5	Projection of Operating and Maintenance Expenses	1	8	16	0	25
6	Existing and Proposed Debt Service Analysis	1	8	12	0	21
7	Projection of Other Operating Revenues	1	4	8	0	13
8	Projection of Other Revenue Requirements	1	4	8	0	13
9	Review Adequacy of Existing Rates	2	4	8	0	14
10	Debt Service Coverage Compliance Review	1	6	12	0	19
11	One (1) Onsite Meeting to Review Preliminary Results	5	5	0	0	10
12	One (1) Virtual Meeting to Review Revised Results	1	1	1	0	3
	Task 5 - Develop Proposed Water and Wastewater Rates					
13	Develop Proposed Water and Wastewater Rates	1	2	4	0	7
14	Preparation of Rate Comparison	0	1	8	0	9
	Task 6 - Present Study Results					
15	Preparation of Presentation Briefing Documents	1	4	8	0	13
16	Preparation of Letter Report	2	12	4	8	26
17	Presentation to City Commission	6	6	0	0	12
18	Project Management	2	8	0	2	12
19	Total Hours	30	103	138	10	281
20	Direct Labor Cost	\$8,070	\$23,278	\$13,248	\$750	\$45,346
	<u>Allowance for Indirect Costs</u>					
21	Miscellaneous (Phone\Postage\Reproduction\Other)					\$54
22	Travel Expenses (Car Rental, Gas, Tolls, etc.)					200
23	Total Allowance for Indirect Costs					\$254
24	Total Project Cost (Rounded)					\$45,600

Attachment: Exhibit A - Raffetis Proposal and CODB Agreement (2024-R-7 : Utility Rate Study)



ATTACHMENT D

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

January 18, 2023

**CONTRACT RENEWAL
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632**

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The subject Contract is hereby changed as follows:

The City of Daytona Beach desires to exercise the second of three renewal options to have these services continued by Raftelis Financial Consultants for the period effective March 4, 2023, through March 3, 2024.

Per Section 3. Fee(s):

At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties. Adjusted hourly rates are hereby attached as Exhibit B-1.

All other terms and conditions remain unchanged.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

1-23-23

Date

C: Shannon Ponitz Director of Utilities
Eric Smith, Deputy Director of Utilities

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-7 : Utility Rate Study)

ATTACHMENT D

5.1.a

City of Daytona Beach, FL

March 4, 2023 Requested Hourly Rate Increases

Line No.		Current Hourly Rate	Maximum Adjustment Allowed [1]	Maximum Hourly Rate (3/4/2023)	Requested Hourly Rate (3/4/2023)
1	Principal	\$250.00	7.7%	\$269.25	\$269.00
2	Associate	\$210.00	7.7%	\$226.17	\$226.00
3	Managing Consultant	\$195.00	7.7%	\$210.02	\$210.00
4	Principal Consultant	\$175.00	7.7%	\$188.48	\$188.00
5	Supervising Consultant	\$155.00	7.7%	\$166.94	\$166.00
6	Senior Consultant	\$135.00	7.7%	\$145.40	\$145.00
7	Rate Consultant	\$125.00	7.7%	\$134.63	\$134.00
8	Consultant	\$115.00	7.7%	\$123.86	\$123.00
9	Senior Rate Analyst	\$105.00	7.7%	\$113.09	\$113.00
10	Rate Analyst	\$90.00	7.7%	\$96.93	\$96.00
11	Analyst	\$75.00	7.7%	\$80.78	\$80.00
12	Assistant Analyst	\$60.00	7.7%	\$64.62	\$64.00
13	Clerical and Administration	\$70.00	7.7%	\$75.39	\$75.00

[1] Based on CPI-U from October 2021 to October 2022.

Attachment: Exhibit A - Raffelis Proposal and CODB Agreement (2024-R-7 : Utility Rate Study)

ATTACHMENT D



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL
rsmith@raftelis.com
rori@raftelis.com

Raftelis Financial Consultants, Inc
Ryan Smith, Manager
341 North Maitland Avenue, Suite 300
Maitland, FL 32751
Ph: 407-628-2600

Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/2021 through 3/3/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

10-20-21
Date

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-7 : Utility Rate Study)

**GENERAL SERVICES CONTRACT
CONTRACT NO. 19632**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Rafftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services.

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

Section 2. Work Authorization.

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

Section 3. Fee(s).

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

Section 4. Billing; Manner of Payment.

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

Section 5. Standard of Performance.

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties.

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The

City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

(b) **Public Records**

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Phone: 386 671-8023
Email: clerk@codb.us
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 8. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services.

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification.

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance.

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) **Professional Liability Insurance**, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

Section 13. Notice.

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

James V. Chisholm, City Manager
City of Daytona Beach
301 S. Ridgewood Ave.
Daytona Beach, FL 32115
Fax: 386-671-8010
Email: ChisholmJames@CODB.us

To the Consultant:

Robert J. Ori, Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Fax: 407-628-2610
Email: ROri@Raftelis.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel.

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities.

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers.

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

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Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

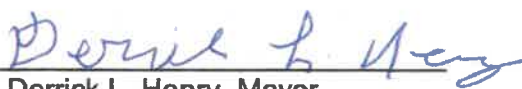
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

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IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY OF DAYTONA BEACH,
FLORIDA**

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

By: 
Derrick L. Henry, Mayor

Date: 3/4/20

By: 

Printed Name: Robert J. Ori

Title: Executive Vice President

Date: February 17, 2020

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

Attachment: Exhibit A - Rafftelis Proposal and CODB Agreement (2024-R-7 : Utility Rate Study)

EXHIBIT A

SCOPE OF SERVICES

1.0 **PURPOSE**

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

2.0 **SCOPE**

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.
6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.
8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.
10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.
12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.
13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.
15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.
19. Provide assistance to the City in support or determination of service affordability programs.
20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.
21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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EXHIBIT B
DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE

RAFTELIS FINANCIAL CONSULTANTS, INC.

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [^]
Principal	\$250.00
Associate	\$210.00
Managing Consultant	\$195.00
Principal Consultant	\$175.00
Supervising Consultant	\$155.00
Senior Consultant	\$135.00
Rate Consultant	\$125.00
Consultant	\$115.00
Senior Rate Analyst	\$105.00
Rate Analyst	\$ 90.00
Analyst	\$ 75.00
Assistant Analyst	\$ 60.00
Administrative	\$ 70.00

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

(Remainder of page intentionally left blank)

EXHIBIT C
CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS 19632
WITH
CONSULTANT'S RESPONSIVE PROPOSAL

The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

6.1

MEETING DATE: January 23, 2024
FROM: Brian Walker
SUBJECT: **FIRST READING - 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 in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low-Density Residential to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Personal Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND FIRST READING - Ordinance 3070 - an Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2024-O-3069
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment and an associated text amendment, from Low Density Residential (LDR) to Commercial, and a separate Ordinance enacting an IPUD Major Amendment for approximately 5 acres, located on the south side of Golf Avenue, approximately 1100 feet east of Nova Road S and more specifically known as 975 Golf Avenue.

BACKGROUND

The property at 975 Golf Avenue was annexed into the City of Holly Hill from Volusia County as an existing non-conforming automobile dismantling and salvage yard. On February 11, 2003, the City Commission approved an ordinance that rezoned the property from R-2, Single-Family Residential (Volusia County), to an Industrial Planned Unit Development (IPUD) (Holly Hill). Per the approved development agreement, the non-conforming use was permitted to continue and additional uses related to dismantling and salvage operations were also permitted.

On July 25, 2006, the City Commission approved a major amendment to the IPUD that eliminated the use as a dismantling and salvage yard such being deemed incompatible with the

surrounding residential character of the area. In its stead, an air conditioned, single-phased self-storage facility with a manager's residence was approved as a use.

In February of 2021, the current owner submitted a site plan application to develop 10 buildings totaling 61,800 square feet and consisting of 258 storage units. However, the property currently remains undeveloped. On July 6, 2023, the applicant submitted an application to request that several changes be made to the IPUD. The requested changes are attached and labeled, "Applicant's Request." In summary, the requested changes are as follows:

- a. Allow non-airconditioned units
- b. Permit that the development occurs in 2 phases instead of one
- c. Eliminate the requirement for a manager's residence

The name of the current IPUD will also be changed to Riviera Oaks Self-Storage IPUD

As part of the request for a major amendment, the applicant is also requesting that the land use be changed from low density residential to commercial in order to bring the project into conformity with the City's comprehensive plan. Typically, a future land use amendment is done with a property soon after it is annexed into the City. It is unclear why this was not done back in 2002.

In order to limit the type of commercial development specifically to what has been approved per the IPUD, a text amendment is requested to apply to the parcel now known as 975 Golf Avenue, having a Parcel ID of 42-14-32-04-21-0100, in order to limit the commercial use to only personal storage and no other commercial uses. The proposed language of the text amendment is as follows:

Parcel # 424204210100 also known as 975 Golf Avenue, and legally described in the attachment named "Legal Description of Golf Avenue Parcel with Commercial Use Limitation" shall be restricted to development consisting of personal storage with a maximum floor area ratio of .30. Development of said parcel shall be governed by a PD written development agreement and preliminary plan.

SITE INFORMATION

Size of Property: The property consists of approximately 5 acres.

Legal Description: (Exhibit A)

Parcel Identification Number: Per Property Appraiser. (Exhibit B)

General Location: See Location Map (Exhibit C)

Frontage: The property has approximately 330 feet of frontage along Golf Avenue.

Access: Vehicular access will be from Golf Avenue.

Aerial Photography: (Exhibit D)

Existing Development: The property is vacant.

Future Land Use Designation: The current FLU designation is Low Density Residential and the proposed FLU designation is Commercial with a text amendment. (**Exhibit E**)

Zoning: Current Zoning is IPUD and a major amendment is requested. (**Exhibit F**)

Buffers: Buffering will be provided between commercial and residential uses.

ZONING AND LAND USES

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

PROJECT ANALYSIS

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water, solid waste and stormwater are as follows:

Traffic:

Impacts to traffic were estimated by using an analysis provided by LTG Engineering and Planning, for another project in Holly Hill involving personal storage units for property bordered by Old Kings Road and 13th Street near Nova Road. In that study it was shown that 56 residential units would generate more daily traffic than 700 personal storage units. (221 daily trips vs. 128 daily trips). That study is attached and titled, **Traffic Analysis.**

Extrapolating from that study, the current land use of LDR would permit up to 30 residential units. Such units would generate approximately 118 daily trips. The proposed land use of Commercial, limited to 500 personal storage units, would generate approximately 92 daily trips. Therefore, traffic generated under the commercial use of personal storage units in this situation, is less than that generated by a single-family development.

Water and Wastewater:

Impacts to water and wastewater were estimated using the Florida Administrative Code Table 1.

The current FLU of LDR residential allows up to 30 homes on the 5 acres. Daily potable water flows are 300 gallons per home or 9,000 gallons per day. This also applies to daily estimated sewage flows.

Under the proposed Commercial FLU with text limiting the use to 500 personal storage units and an on-site bathroom, the daily potable water demand is estimated to be 450 gallons per day with the same number of gallons per day applying to sewage flows.

Therefore, the proposed storage facility will use 17,100 fewer gallons per day related to water and sewer, than would a residential community.

Solid Waste:

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

Stormwater Management:

The proposed project has been reviewed by the City's contracted engineer and the plans have been found to be following current rules specified by the City of Holly Hill, Volusia County, St. Johns River Water Management District and Federal Emergency Management Agency.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. Staff finds that the requested small-scale future land use map amendment is consistent with the City's Comprehensive Plan with particular emphasis on the following:

Policy 1.2.15 - The City shall enact and enforce zoning and other land development regulations in such a way as to provide transitional uses between areas of widely disparate land use density or intensity.

Objective 1.9 - The City shall promote urban infill development and redevelopment in areas where public facilities and services are available.

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

Objective 2.1 - Concurrency: The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

The proposed development utilizes the planned unit development process to allow for design of a commercial self-storage use that will create a transitional use between the existing residential uses in an appropriate scale and location within the City. The development will locate a low-intensity use within the area supported by public services and utilities.

CONSISTENCY WITH THE URBAN SPRAWL RULE AS REQUIRED BY FLORIDA STATUTES

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not meet any of the key urban sprawl indicators. This amendment

generally promotes efficiency in the use of urban services.

Recommendation of the Board of Planning and Appeals

At its regular meeting on January 8, 2024, the Board of Planning and Appeals voted unanimously to recommend approval of the proposed major amendment and comprehensive plan FLU and text amendment.

STAFF

RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill Florida, amending the comprehensive plan by amending the future land use map designation of the parcel totaling approximately 5 acres, and listed and legally described in **Exhibit A**, by virtue of a small scale future land use map amendment; changing the future land use map designation from low density residential to Commercial and to further limit permitted commercial activity on such parcels to 500 mini-warehouse storage units via a comprehensive plan text amendment; providing for conflicting ordinances; providing for severability; and providing an effective date.

And A Separate Ordinance

Adopt a proposed Ordinance approving a major amendment to the IPUD known as the Plaza Grande, LLC, IPUD for approximately 5 acres, located on the south side of Golf Avenue, approximately 1100 feet east of Nova Road S and more specifically known as 975 Golf Avenue.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)
- Development Agreement - Golf Avenue (PDF)
- Prelim Dev Plan (PDF)
- Application (PDF)
- Zoning and Land Use Table (PDF)
- Traffic Analysis (PDF)
- Applicant's Request (PDF)
- Current PD Agreement (PDF)

Ordinance No. 2024-3069

FIRST READING - 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 IN ATTACHMENT A, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW-DENSITY RESIDENTIAL TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO PERSONAL STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3070 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC INDUSTRIAL PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 3069

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 IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW-DENSITY RESIDENTIAL TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO PERSONAL STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has reviewed the future land use designation

for the parcels described in Attachment A and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified in **ATTACHMENT “A”** as Commercial.

SECTION 2. The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (**bold** and underline indicates added text):

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.) Certain parcels with the General Commercial Development land use shall be restricted to development consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units. Such parcels are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named “Legal Description of Parcels with Commercial Use Limitation.”

Parcel # 424204210100 also known as 975 Golf Avenue, and legally described in the attachment named “Legal Description of Golf Avenue Parcel with Commercial Use Limitation” shall be restricted to development consisting of personal storage with a maximum floor area ratio of .30. Development of said parcel shall be governed by a PD written development agreement and preliminary plan.

SECTION 3. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 23rd day of JANUARY for first reading.

ATTACHMENT “A”

Legal description of property located at 975 Golf Road Holly Hill Florida 32174:

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

AND

ORDINANCE 3070

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC, INDUSTRIAL PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The City Commission of Holly Hill hereby approves the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development, a true and correct copy attached hereto.

SECTION 2. Development of the property described in Attachment “A” shall conform to the requirements of the Master Development Plan in Attachment “B”, and Land Development Regulations of Holly Hill.

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

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

SECTION 5. This ordinance shall become effective upon approval of the future land use map and text amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on this 23rd day of JANUARY for first reading.

ATTACHMENT “A”

Legal description of property located at 975 Golf Road Holly Hill Florida 32174:

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

ATTACHMENT “B”

MASTER DEVELOPMENT PLAN

Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Riviera Oaks Self-Storage IPUD located at 975 Golf Avenue in Holly Hill, Florida (hereinafter referred to as the “Subject Property”). This Development Agreement replaces in its entirety and supersedes, the agreement dated July 25, 2006, known as the Plaza Grande, LLC Industrial Planned Unit Development.

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the “City”), and 975 GOLF ROAD SELF STORAGE, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 16824 Hastings St NE, Ham Lake, MN 55304.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer 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. **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.

3. **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.

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

5. **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 Land Uses and Requirements Within the IPUD.** The specific land uses permitted within this IPUD are as follows:

1. Self-storage units - units may be air conditioned if desired but is not required.
2. Manager's office - may be provided if desired.
3. Any use customarily associated with and incidental to the permitted use

B. Use Standards.

Self-storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will be through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.

1. Self-storage facilities shall be limited to storage use only. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in

any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises.

2. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
3. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.
4. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
5. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
6. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Perimeter Setback from all property lines - 35 feet
 - a. North - 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
2. Maximum Building Height: No building shall exceed a height of 35 feet.
3. Minimum Floor Area: The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).

D. Off Street Parking and Loading Facilities. Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.

- E. Signage.** Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.
- F. Open Space/Common Area.** A minimum of 35%
- G. Landscaping, Buffers, and Screens.** Waiver of required masonry wall visual screen is granted upon the following conditions - if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the buildings are to be faced with stucco and painted or similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.
- H. Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
1. Access: Access shall be permitted only from Golf Avenue.
 2. Transportation System Improvements. Any and all applicable provisions of the City's Code of Ordinances shall be met.
 3. Traffic Impact Analysis: Any and all applicable provisions of the City's Code of Ordinances shall be met.
 4. Internal Roadways. Any and all applicable provisions of the City's Code of Ordinances shall be met.

M. The project may occur in two phases.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 (16)** of this Agreement.

11. **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.

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

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City Manager

City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117

With copy to:

Director
 Community Development
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21. **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.

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23. **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.

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26. **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.

27. **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.

28. 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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2024, by _____, who is
personally known to me or produced _____ as identification.

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 Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA**COUNTY OF** _____

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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 for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

EXHIBIT B

PRELIMINARY DEVELOPMENT PLAN

Legal Description for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

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Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3168402

Parcel ID: 424204210100

975 GOLF ROAD SELF STORAGE LLC

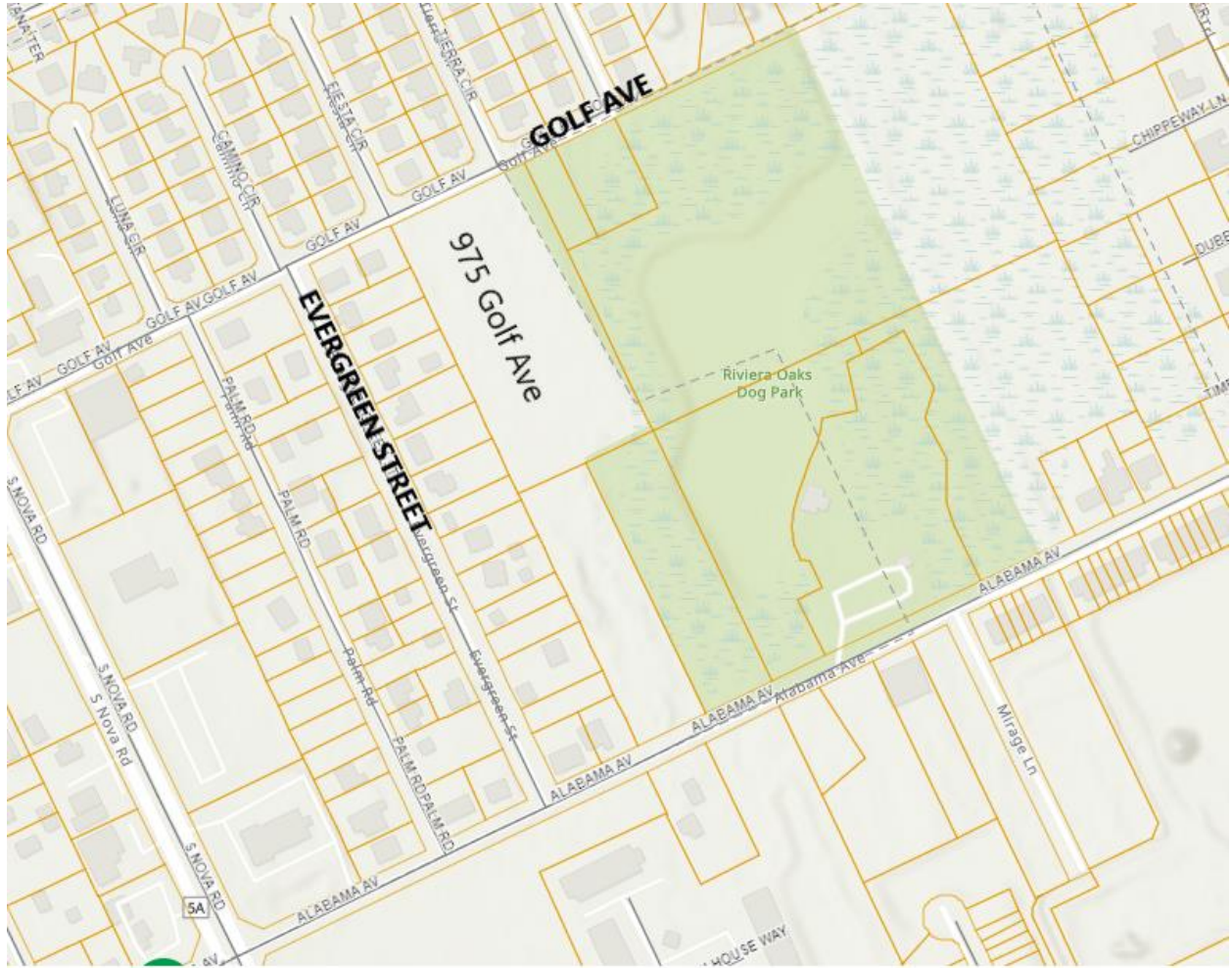
975 GOLF AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3168402
Parcel ID:	424204210100
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 21 - 0100
Owner(s):	975 GOLF ROAD SELF STORAGE LLC - FS - Fee Simple - 10
Mailing Address On File:	16824 HASTINGS ST NE HAM LAKE MN 55304
Physical Address:	975 GOLF AVE, HOLLY HILL 32174
Property Use:	4000 - VACANT INDUS
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7250
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit B (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

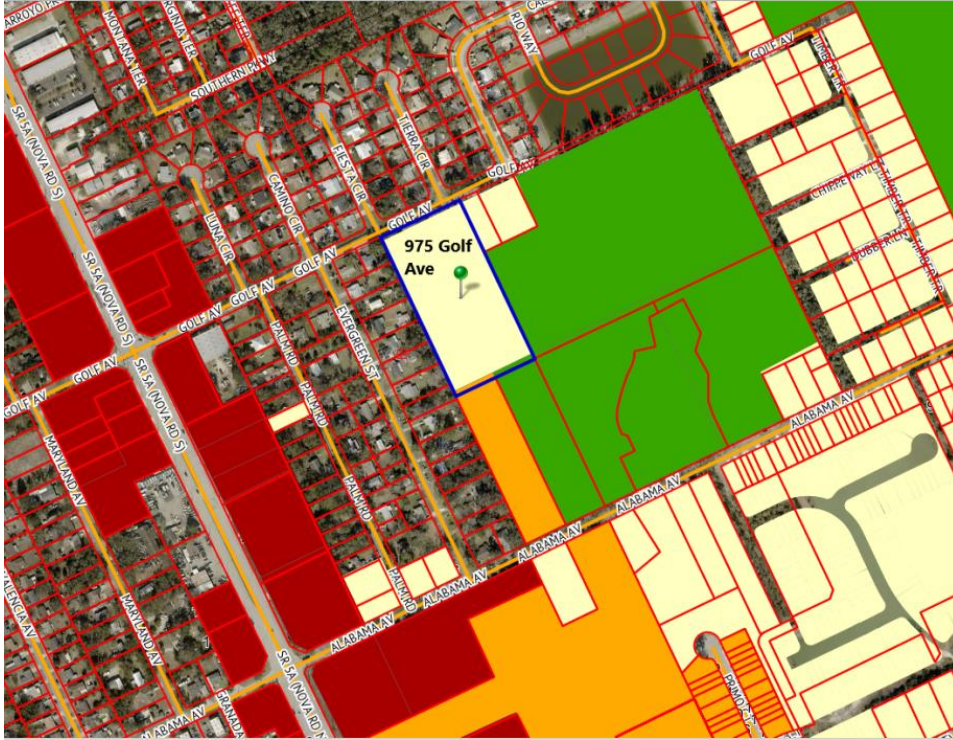
LOCATION MAP



AERIAL MAP



Current LDR FLU – Commercial Proposed



IPUD Zoning

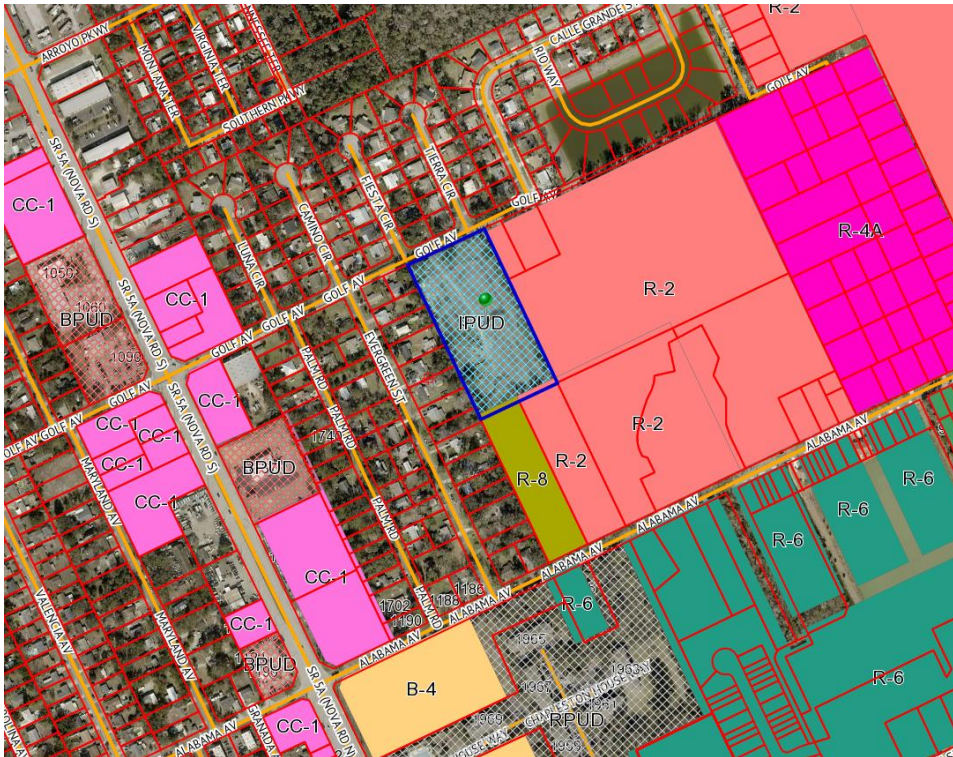


Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Riviera Oaks Self-Storage IPUD located at 975 Golf Avenue in Holly Hill, Florida (hereinafter referred to as the “Subject Property”). This Development Agreement replaces in its entirety and supersedes, the agreement dated July 25th, 2006, known as the Plaza Grande, LLC Industrial Planned Unit Development.

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2024, 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 975 GOLF ROAD SELF STORAGE, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 16824 Hastings St NE, Ham Lake, MN 55304.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer 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. **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.

3. **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.

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

5. **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 Land Uses and Requirements Within the IPUD. The specific land uses permitted within this IPUD are as follows:

1. Self-storage units – units may be air conditioned if desired but is not required.

2. Manager's office - may be provided if desired.
3. Any use customarily associated with and incidental to the permitted use

B. Use Standards.

Self-storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will be through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.

1. Self-storage facilities shall be limited to storage use only. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises.
2. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
3. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.

4. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
5. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
6. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Perimeter Setback from all property lines – 35 feet
 - a. North – 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
2. Maximum Building Height: No building shall exceed a height of 35 feet.
3. Minimum Floor Area: The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).

D. Off Street Parking and Loading Facilities. Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.

E. Signage. Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.

F. Open Space/Common Area. A minimum of 35%

G. Landscaping, Buffers, and Screens. Waiver of required masonry wall visual screen is granted upon the following conditions – if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the buildings are to be faced with stucco and painted or

similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.

- H. Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
 - 1. Access: Access shall be permitted only from Golf Avenue.
 - 2. Transportation System Improvements. Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 3. Traffic Impact Analysis: Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 4. Internal Roadways. Any and all applicable provisions of the City's Code of Ordinances shall be met.
- M.** The project may occur in two phases.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 (16)** of this Agreement.

11. **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.

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Holly Hill, Florida 32117

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Community Development
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1065 Ridgewood Ave.
Holly Hill, Florida 32725

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25. **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.

26. **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.

27. **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.

28. **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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** **or** ☐ **online notarization**, this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

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 _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence**
or ☐ **online notarization**, this ____ day of _____, ____ (year), by _____,
who is personally known to me or produced _____ as identification.

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 for 975 Golf Road Holly Hill Florida 32174

Abbreviated form:

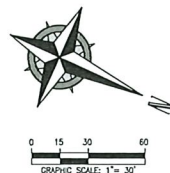
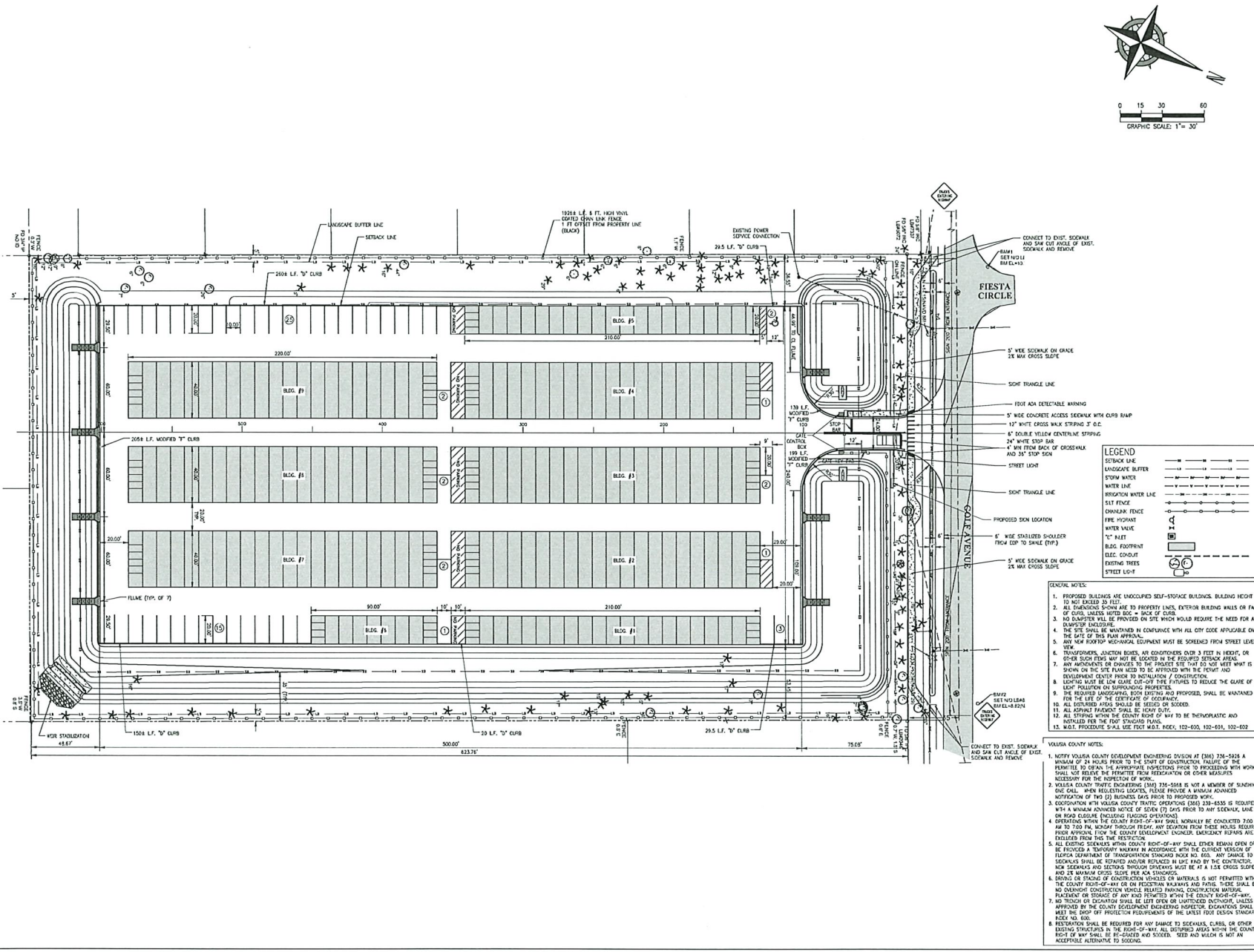
LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-
4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972
PG 0121

Full Legal description:

Lot 10, except the North 10 feet in street, Block 21, of MARY C. FLEMING in the Thomas

Fitch Grant, according to plat thereof, recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida.

Exhibit B
Preliminary Development Plan



LEGEND

SETBACK LINE	1' SETBACK
LANDSCAPE BUFFER	1' LANDSCAPE BUFFER
STORM WATER	STORM WATER
IRRIGATION WATER LINE	IRRIGATION WATER LINE
5' FENCE	5' FENCE
CONCRETE FENCE	CONCRETE FENCE
PIPE POSTING	PIPE POSTING
WATER VALVE	WATER VALVE
1" MET	1" MET
BLDG. FOOTPRINT	BLDG. FOOTPRINT
EXISTING TREES	EXISTING TREES
STREET LIGHT	STREET LIGHT

- GENERAL NOTES:**
1. PROPOSED BUILDINGS ARE UNENCLOSED SELF-STORAGE BUILDINGS. BUILDING HEIGHT TO NOT EXCEED 20 FEET.
 2. ALL DIMENSIONS SHOWN ARE TO PROPERTY LINES, EXTERIOR BUILDING WALLS OR FACE OF CURB, UNLESS NOTED OTHERWISE.
 3. NO DRAINAGE WILL BE PROVIDED ON SITE WHICH WOULD REQUIRE THE NEED FOR A DRAINAGE ENGINEER.
 4. THE SITE SHALL BE MAINTAINED IN CONFORMANCE WITH ALL CITY CODES APPLICABLE ON THE DATE OF THIS PLAN APPROVAL.
 5. ANY NEW ROOFTOP MECHANICAL EQUIPMENT MUST BE SCHEDULED FROM STREET LEVEL VIEW.
 6. TRANSPORTATION, CIRCULATION, AND EQUIPMENT ARE TO BE LOCATED IN THE REAR OF THE SITE. ANY SUCH EQUIPMENT SHALL NOT BE LOCATED IN THE REAR OF THE SITE.
 7. ANY EQUIPMENT OR STORAGE ON THE SITE SHALL BE LOCATED WITHIN THE REAR OF THE SITE. ANY SUCH EQUIPMENT SHALL NOT BE LOCATED IN THE REAR OF THE SITE.
 8. LIGHTING MUST BE LOW GLARE, OUT-OF-THE-WAY, AND SHALL BE LOCATED WITHIN THE REAR OF THE SITE. ANY SUCH LIGHTING SHALL NOT BE LOCATED IN THE REAR OF THE SITE.
 9. THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE DEVELOPMENT.
 10. ALL EXISTING TREES SHALL BE MAINTAINED AND PROTECTED.
 11. ALL EXISTING TREES SHALL BE MAINTAINED AND PROTECTED.
 12. ALL STREETS WITHIN THE COUNTY RIGHT OF WAY TO BE IMPROVED AND RETAILED FOR THE PROPOSED DEVELOPMENT.
 13. M.O.T. PROPOSED SHALL USE FOOT M.O.T. INDEX, 102-600, 102-601, 102-602.

- VOLUSIA COUNTY NOTES:**
1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 734-5626 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE NECESSARY INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REDEMPTION OR OTHER MEASURES NECESSARY FOR THE PROTECTION OF WORK.
 2. VOLUSIA COUNTY TRAFFIC ENGINEERING (TME) 734-5626 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN BUILDING LOCATES, PLEASE PROVIDE A WRITTEN ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROCEED WITH WORK.
 3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC ENGINEERING (TME) 734-5626 IS REQUIRED WITH A WRITTEN ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LAKE OR ROAD CLOSURE (INCLUDING TRUCKING OPERATIONS).
 4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS RESTRICTION.
 5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL REMAIN OPEN OR BE PROVIDED A TEMPORARY MAINTENANCE IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD ROAD NO. 600. ANY CHANGE TO SIDEWALK SHALL BE REVIEWED AND/OR REVIEWED IN WRITING BY THE CONTRACTOR, NON-SEMI-SEMI AND SECTIONS THROUGH OPERATIONS MUST BE AT A 1:24 CROSS SLOPE AND 12" MINIMUM CROSS SLOPE PER AASHTO.
 6. BEFORE OR DURING CONSTRUCTION OPERATIONS OR MATERIALS ARE NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
 7. NO TRUCK OR EQUIPMENT SHALL BE LEFT OVER OR UNATTENDED WITHOUT THE APPROVAL OF THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. OPERATIONS SHALL MEET THE CITY OF PALM BEACH REQUIREMENTS OF THE LATEST ROAD DESIGN STANDARD ROAD NO. 600.
 8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRASSED AND SOILED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SOILING.

REVISIONS

NO.	DATE	APP'D	DESCRIPTION
1	04-02-23	MAA	ISSUED FOR CITY OF PALM BEACH, VOLUSIA COUNTY COMMENTS
2	04-02-23	MAA	ISSUED FOR CITY OF PALM BEACH, VOLUSIA COUNTY COMMENTS
3	04-02-23	MAA	ISSUED FOR CITY OF PALM BEACH, VOLUSIA COUNTY COMMENTS
4	04-02-23	MAA	ISSUED FOR VOLUSIA COUNTY COMMENTS 7-14-23
5	04-02-23	MAA	ISSUED FOR VOLUSIA COUNTY COMMENTS 7-14-23

Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Peninsula Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 • Fax: (386) 252-0020
www.zahneng.com

SITE LAYOUT
GOLF AVENUE STORAGE
VOLUSIA COUNTY, FL
HOLLY HILL

PROJECT NUMBER
136

NOT VALID WITHOUT SEAL

FL P.E. NO. 19083 & 82249 & 65524

SHEET C04 4 OF 17

Permit #
23-1275



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

HOLLY HILL RECEIVED
JUL - 6 2023
COMM. DEV. DEPT.

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: 7/6/23 Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Riviera Oaks Self Storage *(see * Staff Note Below)*
 PARCEL ID #(S): 4242-04-21-0100
 LOCATION: 975 Golf Avenue Ormond Beach FL 32174
 EXISTING USE(S): Vacant Land
 PROPOSED USE(S): Self Storage Facility
 TOTAL ACREAGE: 5 acres
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: IPUD PROPOSED ZONING: IPUD (Amendment)
 CURRENT FUTURE LAND USE: LDR PROPOSED FUTURE LAND USE: COM

APPLICANT INFORMATION:

Name: Brandon Adkins E-Mail: brandon@droitco.com
 Address: 5260 Deerfield Road Phone: 815-342-3323
 Company: Droit LLC Fax: _____
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: 975 Gold Road Self Storage, LLC E-Mail: brandon@droitco.com
 Address: 5260 Deerfield Road Eau Claire WI 54701 Phone: 815-342-3323
 Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

* Staff Note: This application is for a major amendment to the PD and a CPA. Staff is handling the CPA administratively so the applicant is being charged for the PD Amendment and all advertising.



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,400

REZONE (PD)

- ☐ PD REZONE \$2,000
- ☒ MAJOR AMENDMENT TO EXISTING PD \$1,250
- ☐ MINOR AMENDMENT TO EXISTING PD \$400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☒ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)



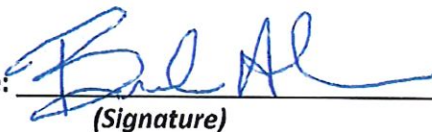
1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

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

Applicant's Signature: _____


(Signature)

6/6/2023

(Date)

Brandon Adkins

(Print)

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

Attachment: Application (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

City of Holly Hill

June 20, 2023

Comprehensive Plan Amendment Statement

We propose the following changes to the existing, outdated PUD which is old and antiquated given all the changes in technology and construction in the self storage industry.

1. Facility development. We propose phasing the build out of the property as follows: As discussed in the pre-construction meeting, we are planning on phasing the construction of the storage buildings. Phase 1 will include 2-3 buildings and all of the site work including all of the asphalt, curb and gutter and concrete slabs for all future buildings. The remaining buildings will be built out as the existing buildings fill up with tenants.
2. Manager's Residence. We propose removing the managers residence from the PUD. We are not in need of a managers residence as listed on the original PUD. The technology we use gives us the ability to remotely manage the storage facility more efficiently.
3. Climate control. We propose the removal of the term "Climate Controlled" from the PUD. The storage buildings are designed with vapor barriers and condensation barriers. The buildings are also designed to maximize natural convective air flow through them to minimize any moisture issues. These improvements remove the need for traditional climate controls to mitigate moisture issues.

PREPARED 10/13/23, 9:03:57
CITY OF HOLLY HILL

PAYMENT DUE
PROGRAM BE **6.1.h**

APPLICATION NUMBER: 23-00001275 975 GOLF AVE
FEE DESCRIPTION AMOUNT DUE

REZONING - PUD AMENDMENT	1250.00
TOTAL DUE	1250.00

Please present this receipt to the cashier with full payment.

Attachment: Application (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

Zoning Table and Land Use Table

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Vacant Land	Low Density Residential	IPUD
North	County Residential	County Residential	County Residential
South	Vacant	Medium Density Residential and Parks and Open Space	R-8 and R-2
East	City Park and Residential	Low Density Residential and Parks and Open Space	R-2
West	County Residential	County Residential	County Residential



Via email: (mikeadams@mcconst.com)

Ref: 5945.01

TECHNICAL MEMORANDUM

To: Mike Adams, Mike Carter Construction, Inc.

From: Matthew West, AICP

Subject: Holly Hill Storage – Comprehensive Plan Amendment (CPA)
Holly Hill, FL

Date: April 20, 2023

INTRODUCTION

LTG, Inc. (LTG) has been retained by Mike Carter Construction, Inc. (the CLIENT) to conduct traffic engineering and transportation planning services on behalf of the proposed future land use change for Holly Hill Storage (the PROJECT). The proposed future land use Comprehensive Plan Amendment (CPA) will change the future land use designation of a 5.65-acre property from Low Medium Density Residential to General Retail Commercial. The CLIENT has agreed to limit trip generation of the development program on the site to an equivalent of 700 storage units/boat RV parking spaces, which equates to 128 daily trips, 8 AM peak hour trips, and 12 PM peak hour trips. The proposed CPA is accompanied by a related rezoning application which is addressed in a separate technical memorandum. The subject property is located north of 13th Street and east of Old Kings Road in Holly Hill, Florida (the CITY). Figure 1 shows the location of the property in relation to the surrounding roadway network.

The methodology and procedures used in this analysis are consistent with the guidelines for the CITY, the Florida Department of Economic Opportunity (FDEO), and the Florida Department of Transportation (FDOT).

TRIP GENERATION FOR THE EXISTING VS PROPOSED FLU DESIGNATION

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed future land use (FLU) designations are shown in Table 1.

First, the existing future land use designation, Low Medium Residential (LMR), was examined. Based on LMR, the maximum allowable density is ten (10) dwelling units per acre which would yield a maximum of 56 multifamily dwelling units. Multifamily Mid-Rise (ITE Land Use Code (LUC) 221) was utilized as the highest trip-generating use. As indicated in Table 1, the existing FLU would generate 221 daily, 13 AM peak hour, and 22 PM peak hour trips.

Next, the proposed General Retail Commercial designation was examined using a proposed trip cap equivalent of 700 personal storage units. Mini-warehouse (ITE LUC 151) was utilized as the highest trip-generating use that would be permitted as found in ITE. As indicated in Table 1, this development program would generate 128 daily, 8 AM peak hour, and 12 PM peak hour trips.

TECHNICAL MEMORANDUM

Mike Adams
April 19, 2023
Page 2

Table 1
Existing and Proposed FLU Trip Generation
Holly Hill Storage – CPA

	Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Existing FLU	Daily	Multifamily Mid-Rise	221	$T = 4.77(X) - 46.46$	56	DU	50%	50%	110	111	221
	AM Peak Hour			$T = 0.44(X) - 11.61$			23%	77%	3	10	13
	PM Peak Hour			$T = 0.39(X) + 0.34$			61%	39%	13	9	22
	Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Proposed FLU	Daily	Mini-Warehouse	151	$T = 18.86(X) - 4.09$	7.00	Storage Units	50%	50%	64	64	128
	AM Peak Hour			$T = 1.21(X)$			51%	49%	4	4	8
	PM Peak Hour			$T = 1.68(X)$			50%	50%	6	6	12

TRIP GENERATION DIFFERENCE BETWEEN EXISTING & PROPOSED FLU DESIGNATION

The trip difference between the existing FLU and the proposed FLU designations is determined by subtracting trips generated by the proposed designation from the trips generated by the existing designation. The results displayed in Table 2 show a potential trip reduction if the comprehensive plan amendment is approved.

Table 2
Difference in Trip Generation
Holly Hill Storage – CPA

	Daily	AM Peak Hour	PM Peak Hour
Existing FLU	221	13	22
Proposed FLU	128	8	12
Decrease	93	5	10

CONCLUSION

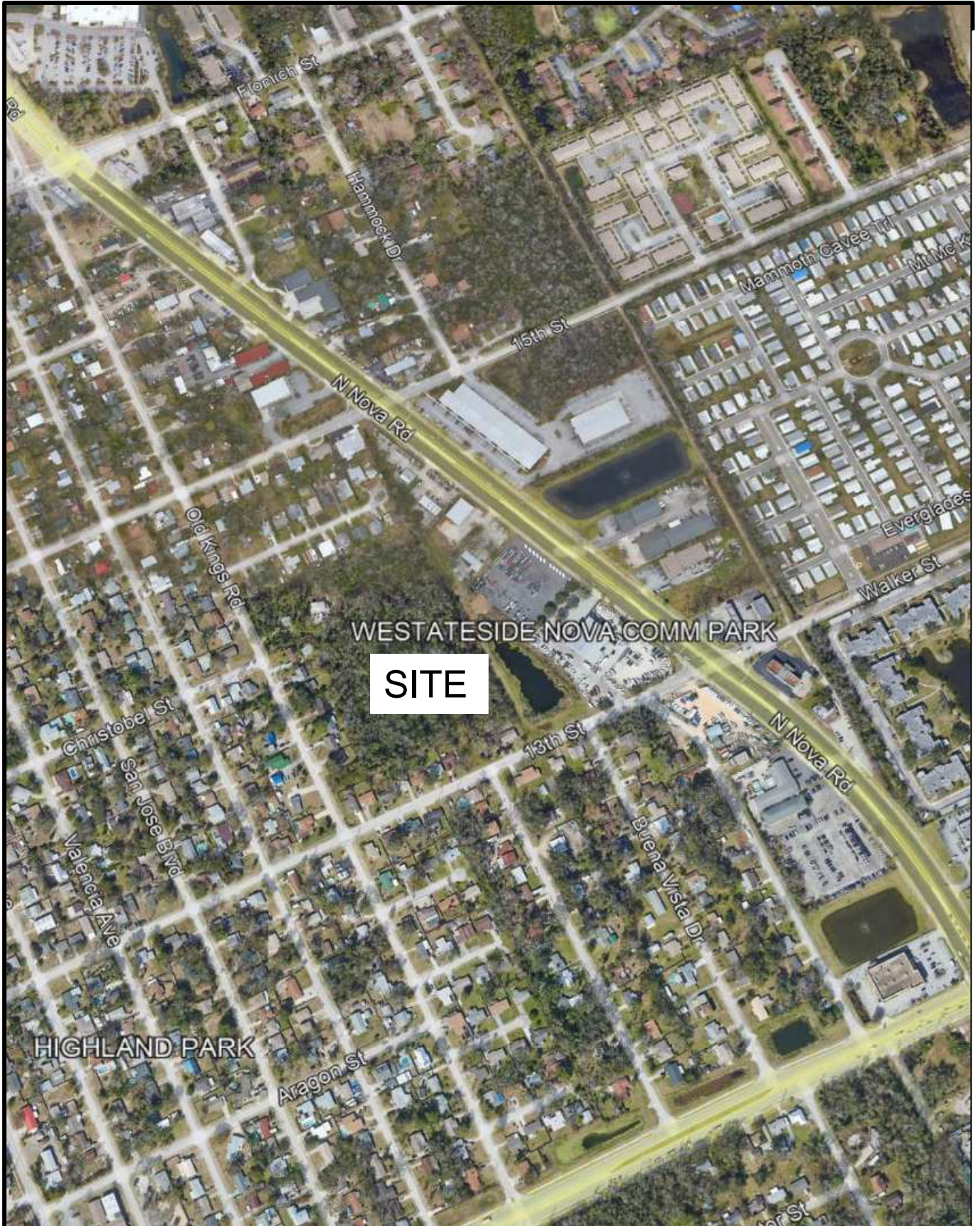
The study was conducted to evaluate the potential impact the proposed CPA would have on area roadways. Based on this analysis, there would be a net decrease in potential trip generation. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West

Signature: _____

Date: April 20, 2023



Attachment: Traffic Analysis (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

Holly Hill Storage



NTS

Location Map

Project No.:5945.01

Figure: 1



LTG Engineering & Planning

1450 West Granada Blvd., Suite 2 – Daytona Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 FB# 0009227

City of Holly Hill

June 20, 2023

Comprehensive Plan Amendment Statement

We propose the following changes to the existing, outdated PUD which is old and antiquated given all the changes in technology and construction in the self storage industry.

1. Facility development. We propose phasing the build out of the property as follows: As discussed in the pre-construction meeting, we are planning on phasing the construction of the storage buildings. Phase 1 will include 2-3 buildings and all of the site work including all of the asphalt, curb and gutter and concrete slabs for all future buildings. The remaining buildings will be built out as the existing buildings fill up with tenants.
2. Manager's Residence. We propose removing the managers residence from the PUD. We are not in need of a managers residence as listed on the original PUD. The technology we use gives us the ability to remotely manage the storage facility more efficiently.
3. Climate control. We propose the removal of the term "Climate Controlled" from the PUD. The storage buildings are designed with vapor barriers and condensation barriers. The buildings are also designed to maximize natural convective air flow through them to minimize any moisture issues. These improvements remove the need for traditional climate controls to mitigate moisture issues.

ORDINANCE NO. 2779

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING ORDINANCE NO. 2352, THE LAND DEVELOPMENT REGULATIONS, BY REZONING APPROXIMATELY 5 ACRES, LOCATED ON THE SOUTH SIDE OF GOLF AVENUE NEAR ITS INTERSECTION WITH FIESTA CIRCLE, AMENDING THE IPUD, INDUSTRIAL PLANNED UNIT DEVELOPMENT DISTRICT; APPROVING AN AMENDED MASTER DEVELOPMENT PLAN AND INCORPORATING IT INTO THIS ORDINANCE FOR THE PURPOSE OF REGULATING THE USE AND DEVELOPMENT OF THE PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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 Ordinance No. 2352, the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the owner of the property described herein has requested that the existing Industrial Planned Unit Development (IPUD) and master development plan with the City be amended providing for the use and development of the property in a manner that accommodates a mini-storage warehouse facility and ensuring reasonable compatibility with nearby residential uses; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as requested and 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 by changing the development agreement of the IPUD, Industrial Planned Unit Development District for the property shown on the attached Exhibit A and described here below:

LEGAL DESCRIPTION:

Tax Parcel Number 4242-04-21-0100

Lot 10 excluding the north 10 feet in street, Block 21, Fleming Fitch Grant per OR 4596, PGS 4429-4430. Containing 5 acres, more or less.

SECTION 2. The Written Development Agreement and Preliminary Site Development Plan as amended, attached hereto as Exhibits B and C and collectively referred to as the Master Development Plan, are hereby approved and incorporated herein. Further, the Master Development Plan shall govern the use and development of the above-described property as prescribed therein. The Mayor is hereby authorized to sign the Written Development Agreement and the Preliminary Site Development Plan as evidence of the Commission's approval.

SECTION 3. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 11th day of July, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 25th day of July, 2006.

It was moved by Commissioner Penny and seconded by Commissioner Blais that said Ordinance be adopted. A roll call vote of the Commission held on said motion to adopt the Ordinance resulted as follows:

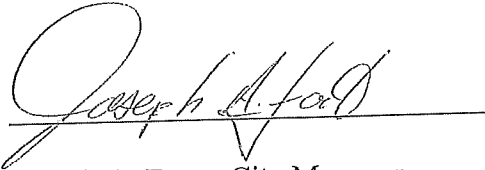
Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 25th day of July, 2006, for the purpose of authenticity as is required by law.

City of Holly Hill, Florida

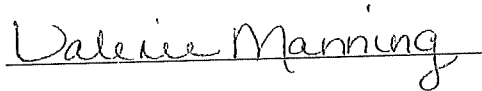


Roland D. Via, Mayor



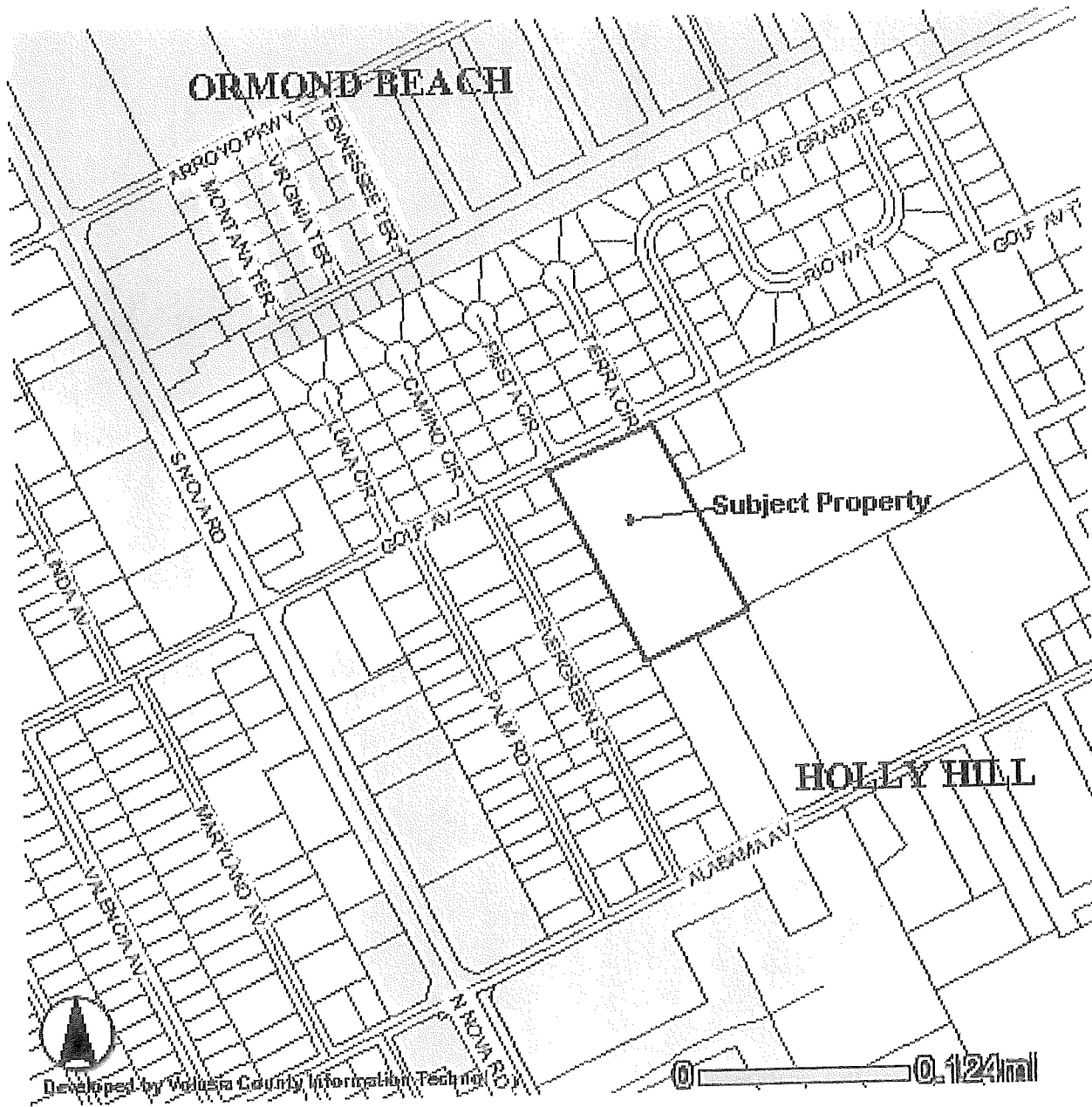
Joseph A. Forte, City Manager

Attest:



Valerie Manning, City Clerk

EXHIBIT A – Ordinance No. 2779
VICINITY MAP – Plaza Grande, LLC INDUSTRIAL PUD



Developed by Volusia County Information Technology

EXHIBIT B – Ordinance No. 2779
Plaza Grande, LLC INDUSTRIAL PUD
WRITTEN DEVELOPMENT AGREEMENT (AMENDED)

(attach here)

Attachment: Current PD Agreement (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

EXHIBIT C – Ordinance No. 2779
Plaza Grande, LLC INDUSTRIAL PUD
PRELIMINARY SITE DEVELOPMENT PLAN

(attach here)

PUD DEVELOPMENT AGREEMENT AMENDMENT
PLAZA GRANDE, LLC
INDUSTRIAL PLANNED UNIT DEVELOPMENT

SECTION 1.

The application of Plaza Grande, LLC, hereinafter, "Applicant", to amend the existing PUD was heard by and before the City Commission of the City of Holly Hill, Florida, on July 25, 2006. Based upon the application and other supporting documents, maps, charts, overlays, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced and evidence received at the Public Hearing on this Application by the Board of Planning and Appeals on June 5, 2006, and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

- A. That the application of Plaza Grande, LLC was duly and properly filed on May 15, 2006, as required by law.
- B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid or have been waived by the City Commission.
- C. That the Applicant is the Owner of a five (5) acre parcel of land which is situated within the corporate boundary of the City of Holly Hill. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".
- D. That the Applicant has held a pre-application meeting as required by the Holly Hill Ordinance No. 2573.
- E. That the Applicant has complied with the "due public notice" requirements of the Holly Hill Code of Ordinances.
- F. That the owner of the property, Plaza Grande, LLC, agrees with the provisions of this Development Agreement and the attached Preliminary Plan which, together, comprise the Master Development Plan for this "PLAZA GRANDE, LLC, IPUD".

SECTION 2. FINDINGS REGARDING REZONING

Whereas, the applicant has applied for an amendment to the Industrial PUD, and

Whereas, said amendment of the Industrial PUD is consistent with the purpose and intent of Ordinance 2352, the Land Use And Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

Now, therefore, be it agreed to by the City Commission of the City of Holly Hill, Florida, in open public meeting duly assembled in the commission chambers, Holly Hill City Hall, Holly Hill, Florida, this 25th day of July, 2006, A.D., as follows:

- A. That the Application of Plaza Grande, LLC. for amending of the PUD of the subject parcel shall be granted.
- B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto shall be amended.
- C. That the Official Zoning Map of the City of Holly Hill shall be amended to show the rezoning of said property PLAZA GRANDE, LLC. IPUD.
- D. That Ordinance 2352, the Land Use and Development Regulations, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this PUD Development Agreement and with respect to any conflict between Ordinance 2352, as amended, and the Development Agreement, the provisions of the Development Agreement shall govern. Ordinance 2352, the Land Use and Development Regulations, as amended, shall govern with respect to any matter not covered by the Development Agreement. The Holly Hill Development Code Administrator will ensure overall compliance with this PUD Development Agreement.
- E. Unless otherwise provided for herein, Article III, Supplementary Regulations of Chapter 114, Sub-part B, Holly Hill Code of Ordinances, shall apply to this IPUD in the same manner as any I-1 zoning district.
- F. Nothing in this PUD Development Agreement shall abridge the requirements of any Ordinance of the City of Holly Hill other than Ordinance 2352, the Land Use and Development Regulations, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Regulations, Sub-part B, Holly Hill Code of Ordinances, as amended.

SECTION 3. DEVELOPMENT AGREEMENT

- A. **Development Concept.** This property was annexed by the City as an existing, non-conforming automobile dismantling and salvage yard. That use shall be not be allowed to continue, to grow, and to evolve as may be necessary to respond to changing market conditions, subject to the limitations set out in the Master Development Plan. Recognizing that the surrounding area is generally residential in character and that an automobile dismantling and salvage yard may is not be compatible with this residential character, the use and development of this property will be limited to self storage with a manager's residence, which would . ~~As necessary to minimize adverse impacts to nearby residents, both existing and future.~~
- B. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Zahn Engineering, Inc. May 26, 2006, and this Development Agreement.
- C. The Preliminary Plan is hereby approved and incorporated into the Master Development Plan by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill.

- D. Amendments.** All amendments of the Master Development Plan, other than those deemed by the Development Code Administrator to be minor amendments as set out in s. 5.6.21, G, 4, as amended by Ordinance 2573, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel.
- E. Subdivision Approval.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- F. Final Site Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by Article III, Ordinance 2352, the Land Use and Development Regulations, as amended.
- G. Unified Ownership.** The Applicant and his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order.
- H. Phases of Development.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. Land Uses Permitted Within the PUD.** The specific land uses permitted within this IPUD shall be limited to those customarily associated with automobile dismantling and salvage operations, including:

1. Self storage units
2. Managers residence
3. Managers office
4. any use customarily associated with and incidental to a permitted use
 1. ~~storage and dismantling of automobiles and light trucks (not exceeding 1-ton rated capacity);~~
 2. ~~repair of automobiles and light trucks including body repair and painting;~~
 3. ~~retail and wholesale sale and distribution of salvaged automobile and light truck parts;~~
 4. ~~sale of used automobiles and light trucks as an accessory and incidental use, provided not more than 5 automobiles and light trucks shall be offered for sale at any time; and~~
 5. ~~any use customarily associated with and incidental to a permitted use.~~

The development of the parcel shall be consistent with the permitted uses prescribed above.

B. Use Standards.

1. ~~Dismantled automobiles shall not be stacked on top of each other to a height which will make them visible by pedestrians or occupants of automobiles from the abutting street right-of-way;~~
2. ~~Cars awaiting processing shall not be parked on the public right-of-way;~~

~~3. A clear aisle at least three (3) feet shall be maintained between the perimeter fence and the stored automobiles with cross aisles at least four (4) feet in width each seventy-five (75) feet of interior dimension exclusive of the three-foot perimeter aisle;~~

~~4. No open burning shall be permitted during the salvage process. This restriction does not apply to the use of welding and cutting equipment;~~

~~5. Retail sales of used parts conducted in conjunction with a salvage operation shall be so classified and off-street parking for customers shall be provided;~~

1. Self storage facilities are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial users. Access will through the interior, no external access is provided. Each user shall have direct access to his rented space during all hours of operation. All storage spaces are air-conditioned. For each cubicle, no utility service, other than lighting and one (1) electrical outlet shall be permitted. Multiple storage cubicles collected into a single building for the purpose of air conditioning or dehumidification may be distinguished from commercial warehouses by the provision of direct access to a secured storage space by the renter.
2. Self storage facilities shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises. The operation of such a facility shall not be deemed to include a transfer and storage business where the use of vehicles is part of the business. Signs advertising individual businesses shall be prohibited. At least 60 percent by area of the structure or structures utilized for storage purposes shall be 200 square feet or smaller. No business activity may be conducted in any storage unit. No sales, including "garage sales", shall be conducted on the premises. No servicing, repair, sales, exchange, or distribution of any goods, materials, equipment or vehicles shall be conducted on the premises. No stock in trade for any business shall be stored on the premises. The operation of a self storage facility shall in no way be deemed to include a transfer and storage business where the use of a vehicle is part of such business
3. All storage on the property shall be kept within an enclosed building. No unattended vehicles shall be permitted on the premises unless stored within an enclosed building.
4. On-Site Circulation and Driveway Widths
 - a. All driveways shall be a minimum of twenty feet (20') in width.
 - c. Traffic direction shall be designated by signing and/or painting on driveway surfaces.
 - d. Access to storage cubicles shall only be provided from the interior of the site.

5. Hours of Operation - Access to storage facilities shall not be allowed except during approved hours of operation. Hours of operation shall be noted on site plan submittals and designed to provide maximum safety for users while not interfering with existing or potential users of adjoining properties.
6. The traffic impact of the storage facility shall be less than the traffic generated if the property is developed at the highest allowable residential zoning density per gross acre.
7. All structures shall be designed to be aesthetically compatible with adjacent residential areas. The entire premises shall be maintained in a clean, safe and sanitary condition.

C. Development Standards. Development of the subject site will comply with the following dimensional requirements:

1. Required Yards:
 - a. Front yard – ~~15~~ 35 feet
 - b. Rear yard - 15 feet
 - c. Side yard - 15 feet
 2. Project Perimeter Setback: ~~All perimeter buildings and stationary machinery shall be a minimum of 35 feet from any abutting residentially zoned property and a minimum of 15 feet from any abutting non-residentially zoned property or right-of-way. Vehicles stored on the property shall be located a minimum of 35 feet from any abutting residentially zoned property and a minimum of 15 feet from any abutting non-residentially zoned property or right-of-way.~~
 3. Maximum Building Height: No building shall exceed a height of 35 feet.
 4. Minimum Floor Area: ~~Any and all applicable provisions of the City's Code of Ordinances shall be met. The ratio of floor area of all buildings to the project area shall not exceed 0.30 (13,068 square feet of building area per acre of project area).~~
- D. Off Street Parking and Loading Facilities.** Off-street parking and loading facilities shall be provided in accordance with Chapter 90, Article III, Division 6 (Off-Street Parking and Loading Facilities), Holly Hill Code.
- E. Signage.** Project signage shall comply with Chapter 110 (Signs), Holly Hill Code.
- F. Open Space/Common Area.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- G. Landscaping, Buffers, and Screens.** ~~Vehicle storage and dismantling areas shall fully enclosed and hidden from view by a 6' high solid fence or wall. Waiver of required masonry wall visual screen is granted upon the following conditions – if a six foot chain link perimeter fence is installed, it shall be vinyl coated and colored green or black; additional landscaping to be provided over and above the landscaping requirements in Chapter 98 pending site plan review of landscaping plans; and the rear elevations of the~~

buildings are to be faced with stucco and painted or similarly treated to be aesthetically pleasing as determined at site plan review. All other landscaping and buffers shall comply with Chapter 98 (Landscaping and Buffering), Holly Hill Code.

- H. **Sidewalks.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- I. **Environmental Considerations.** The provisions of this Master Development Plan shall not be construed as a waiver or variance from any applicable federal, state, or local environmental regulations.
- J. **Sewage Disposal and Potable Water.** All new development shall be served by municipal water and sewer services.
- K. **Stormwater Management.** Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- L. **Access and Transportation System Improvements.** The project shall be in substantial accordance with the following access and transportation system improvements:
 - 1. **Access:** Access shall be permitted only from Golf Avenue.
 - 2. **Transportation System Improvements.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 3. **Traffic Impact Analysis:** Any and all applicable provisions of the City's Code of Ordinances shall be met.
 - 4. **Internal Roadways.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- M. **Building or Property Owners Association.** Any and all applicable provisions of the City's Code of Ordinances shall be met.
- N. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with Sub-part B, Land Development Regulations, Holly Hill Code of Ordinances, as amended.

This PUD Development Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court and recorded within forty-five (45) days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute

the effective date of the PUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

0. **Conceptual Approval.** The parties hereto acknowledge and agree that reductions in density and/or intensity may occur, and that minor changes to the Preliminary Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and locations and design of stormwater storage, landscape buffers may result. Any such changes to the Preliminary Plan may be approved by the Development Code Administrator if he determines that said changes are consistent with the purpose and intent of the Master Development Plan and do not violate any terms of the Development Agreement and any applicable provision of the Holly Hill Code of Ordinances.

The Applicant agrees to revise and record the Revised Preliminary Plan, which reflects any such changes with the Clerk of the Court immediately following approval by the Development Code Administrator. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record assigned to the document, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the Revised Preliminary Plan.

The parties further acknowledge and agree that construction or placement of any new building not shown on the approved Preliminary Plan shall not be considered a minor change, and shall not be permitted except by approval of an amendment to the Preliminary Plan in the manner set out in Section 3, Paragraph D of this Written Development Agreement.

WHEREFORE, the undersigned parties, as the duly authorized representatives of the City Commission of the City of Holly Hill, Florida, and the property owner, do hereby agree to the aforestated terms and conditions this 25th day of July, 2006.

ATTEST:

Valerie Manning
Valerie Manning, City Clerk

HOLLY HILL CITY COMMISSION

ROLAND VIA

Roland Via, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of July, 2006, by Valerie Manning and Roland Via, as City Clerk and Mayor, City of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

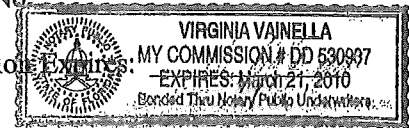
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

VIRGINIA VAINELLA

Commission No.:

My Commission Expires:



WITNESSES:

marco m. padulovich

Steve W. Tyler

Applicant's Name, Title & Corporation

Plaza Grande LLC
Managing Member

Applicant's Name, Title & Corporation

Owner of Property (if other than Applicant)

The foregoing instrument was acknowledged before me this 27 day of July, 2006, by (name). Steve Tyler

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

VIRGINIA VAINELLA

Commission No.:

My Commission Expires:

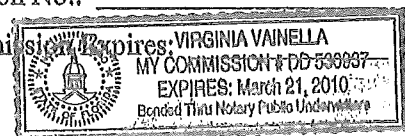


EXHIBIT "A"**SURVEY AND LEGAL DESCRIPTION****Plaza Grande, LLC. Industrial Planned Unit Development****LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 3866 PG
2599 (4242-04-21-0100)**

EXHIBIT "B"
PRELIMINARY PLAN

(Attach preliminary plan here.)

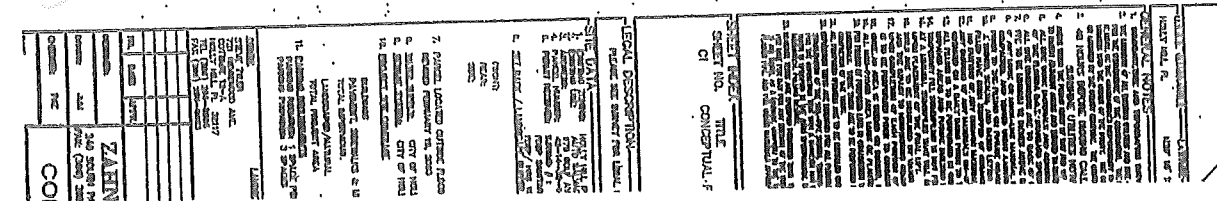
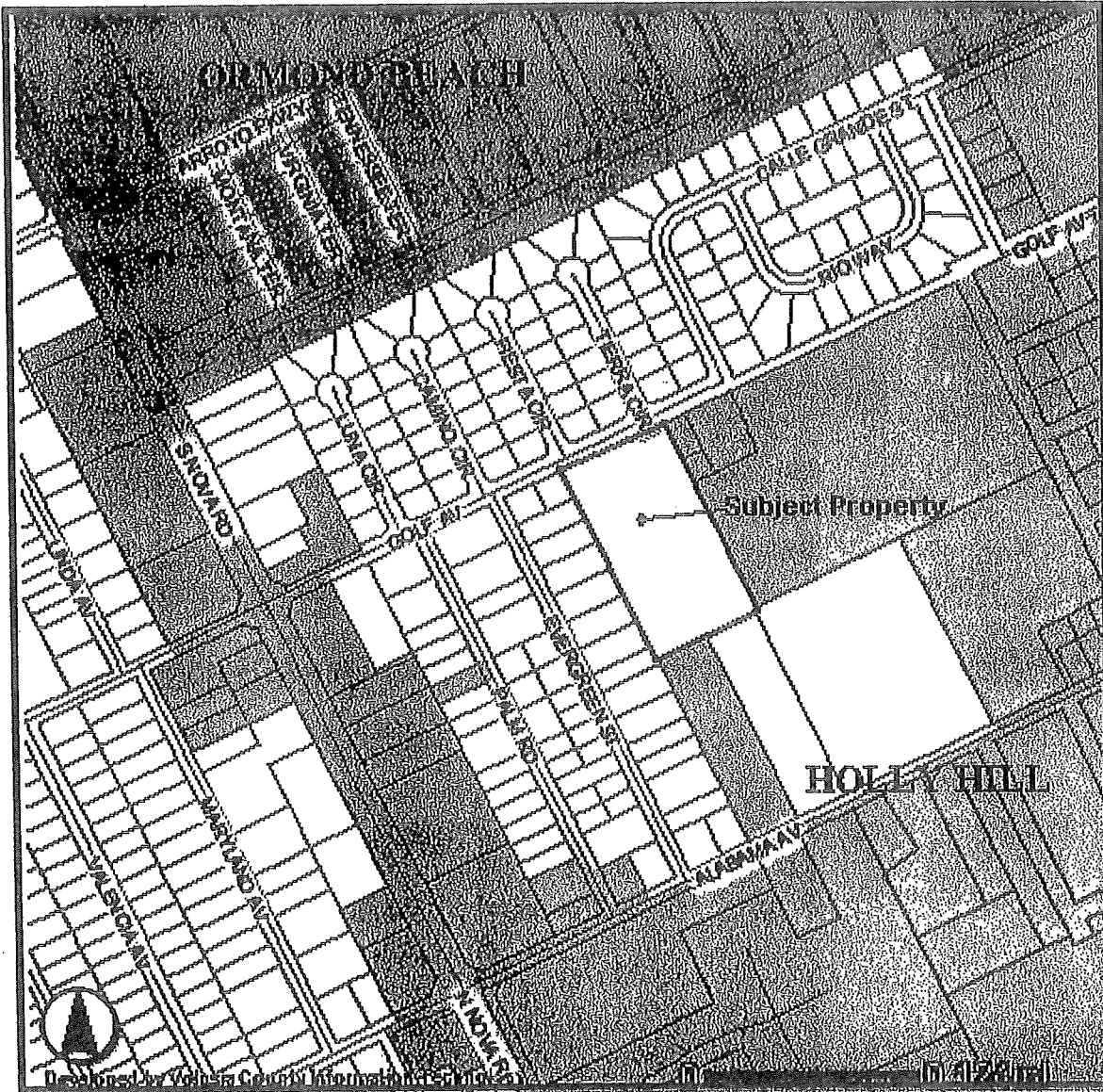


EXHIBIT "C" LOCATION MAP



Attachment: Current PD Agreement (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)



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

**City Commission
Ordinance**

MEETING DATE: January 23, 2024
FROM: Brian Walker
SUBJECT: **FIRST READING - 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 Attachment a from R-6 (Low Density Multifamily Residential District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2024-O-3071
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Rezone from R-6 (Low Density Multifamily Residential District) to Residential Planned Unit Development (RPUD) for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street; (RZ-2024-01) (Cobb Cole, Applicant).

BACKGROUND

In January of 2021, the City Commission voted to approve the annexation of 1088 10th Street into the City of Holly Hill. The zoning and land use were also changed from UMI (Urban Medium Intensity) (Volusia County) to MDR (Medium Density Residential) (Holly Hill) and R-5 (Urban Single-Family Residential) (Volusia County) to R-6 (Low Density Multifamily Residential District) (Holly Hill).

Except for a 1,608 square foot residential structure built in 1958, the property has remained undeveloped. The applicant has recently submitted a plan to develop the property with a 3 story - 70-unit multi-family apartment building. At a proposed density of 10.41 du per net acre, the proposed project meets the requirements of the medium density residential future land use. The project proposes 1, 2, and 3-bedroom units. However, the 1 and 2-bedroom units do not meet the minimum floor size requirement of 900 square feet as required by the R-6 zoning district. The 1 and two-bedroom units will be 616 and 877 square feet respectively. For this reason, the applicant is requesting a rezone from R-6 to RPUD.

The conditions governing the development of the project are outlined in the attached written development agreement and preliminary development plan. In addition to those conditions, the applicant is requesting in Item V of the written development agreement that, “*Minor adjustments*

to the development criteria for lot width, buffer width, and minimum unit size set forth in this Section 5 shall be permitted as minor amendments, so long as such adjustments do not exceed 10% of any of the stated criteria, and shall not impact the general intent and character of the approved project.”

PROJECT INFORMATION

Size of Property: The property is 9.417 Acres +/-

Legal Description: Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also, being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

Parcel Identification Number: 4244-01-04-0080 per Property Appraiser. (Exhibit A)

General Location: The property is generally located on the northeast corner of the intersection of 10th and Vine Streets and is more specifically known as 1088 10th Street. (Exhibit B)

Frontage: The property has approximately 650 feet of frontage along 10th Street and 650 feet of frontage along Vine Street. Only about 250 feet of Vine Street along the property's frontage, is cut and open for traffic.

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

Aerial Photography: (Exhibit C)

Existing Development: The property is currently developed with a single-family home.

FLU and Zoning Designations: The current FLU designation is MDR (Medium Density Residential). Current Zoning is R-6 (Low Density Multifamily Residential District). The

proposed zoning is RPUD. (Exhibit D)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property.

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are wetlands on the subject property. (Exhibit E)

Buffers: Upon development, landscaped buffers along property lines that will be required.

Wellfield Protection Zones: Parcel is not within a Wellfield Protection Zone.

Environmental: Most of the property is within the Gopher Tortoise Overlay.

ZONING AND LAND USES

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

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request. In the attached Exhibit F, the applicant has provided their analysis of each criteria and stated how they feel it is meet. Staff has no objections to the applicant’s analysis.

Consistency with the Comprehensive Plan and Land Development Regulations

The rezoning request is consistent with the goals, objectives and policies of the City’s Comprehensive Plan and Land Development Regulations.

RECOMMENDATION OF THE BOARD OF PLANNING AND APPEALS

At its regular meeting on January 8, 2024, the Board of Planning and Appeals voted unanimously to recommend approval of the requested rezone to RPUD.

STAFF RECOMMENDATION

Adopt the proposed Ordinance enacting a Rezone from R-6 (Low Density Multifamily Residential District) to Residential Planned Unit Development (RPUD) with the associated Development Agreement and Preliminary Plan for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street.

ATTACHMENTS:

- Apartment Elevations (PDF)
- Survey (PDF)
- Application-HFH Fox Pointe (PDF)

- Legal Description (PDF)
- Exhibit A (PDF)
- Exhibit B - General Location (PDF)
- Exhibit C - Aerial (PDF)
- Exhibit D - FLU and Zoning (PDF)
- Exhibit E - Wetland Map (PDF)
- Exhibit F (PDF)
- Zoning and FLU Table (PDF)
- Preliminary Development Plan 12-6-23 (PDF)
- Development Agreement - Fox Point (PDF)

Ordinance No. 2024-3071

FIRST READING - 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 ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT) TO RPUD (RESIDENTIAL 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 AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment

to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment “A” as RPUD (Residential Planned Unit Development).

SECTION 2. Development of the property described in Attachment “A” shall conform to the Land Development Regulations of the City of Holly Hill and Development Agreement attached as Exhibit “B”.

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

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

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 23rd day of JANUARY for
first reading.**

ATTACHMENT “A”

Being that land described and recorded in Official Records Book 4245, Page 2512, Public

Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also, being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwestern corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

ATTACHMENT "B"

Exhibit B to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Fox Point Multifamily Residential Planned Unit Development (RPUD) located along Vine Street and 10th Streets in Holly Hill, Florida (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 _____, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Laura and Adolph Balboa (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of PO Box 250951, Holly Hill, FL 32117.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia

County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer 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. **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.

3. **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.

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

5. **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. Multifamily dwellings.

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.

C. Subject Property Size: Approximately 9.46 acres

D. Proposed density (in number of dwelling units per acre): 10.5 units per net acre (70 units)

E. Impervious surface is not to exceed 50% of the gross square footage for the Subject Property, as illustrated on Exhibit B.

F. Minimum general open space shall be 30% of the Subject Property, as illustrated on Exhibit B, with 15% common open space. Total minimum open space required, including general and common is 40%.

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

Preliminary Plan and described herein. Minimum perimeter landscape buffers as follows:

1. North: 10 feet with Type A or B Visual Screen
2. South: 15 feet
3. West: 5 feet
4. East: 10 feet

H. Minimum unit sizes: 1 BR - 616 sq. ft., 2 BR - 877 sq. ft., 3 BR - 1,064 square feet.

I. Maximum building length: 425 ft.

J. Minimum lot width (in feet): 650 ft.

K. Minimum yard setbacks:

1. North: 35 feet.
2. South: 25 feet
3. East: 15 feet
4. West: 25 feet

L. Maximum building height (in feet): 37'

M. Minimum upland buffer: 25 feet

N. Minimum building separation: 10 ft.

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

P. The project shall consist of 1 phase.

Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

R. 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.

S. 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.

- T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation 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.
- U. The development criteria set forth in this Section 5 shall apply to configuration of the Property in its current configuration. In the event that additional right-of-way is needed for dedication to Volusia County, such dedication shall not impact the development footprint for the Property, which shall be measured from the existing site boundaries.

6. 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.

7. Site Plan/Plat Approval. The Master Development Plan, is the Preliminary Plan 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.

8. 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.

9. **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.

10. **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 (16)** of this Agreement.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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:

With Copy To: Cobb Cole Law Firm

Attn: Jessica Gow

149 S. Ridgewood Avenue, Ste. 700

Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

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.

17. **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.

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

19. **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.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

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 Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2024, by _____, who is
 personally known to me or produced _____ as identification.

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 - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)

Exhibit B**Preliminary Development Plan**



FOX POINT APARTMENTS - FRONT ELEVATION

©2023 F K ARCHITECTURE



FOX POINT APARTMENTS - LEFT ELEVATION

©2023 F K ARCHITECTURE



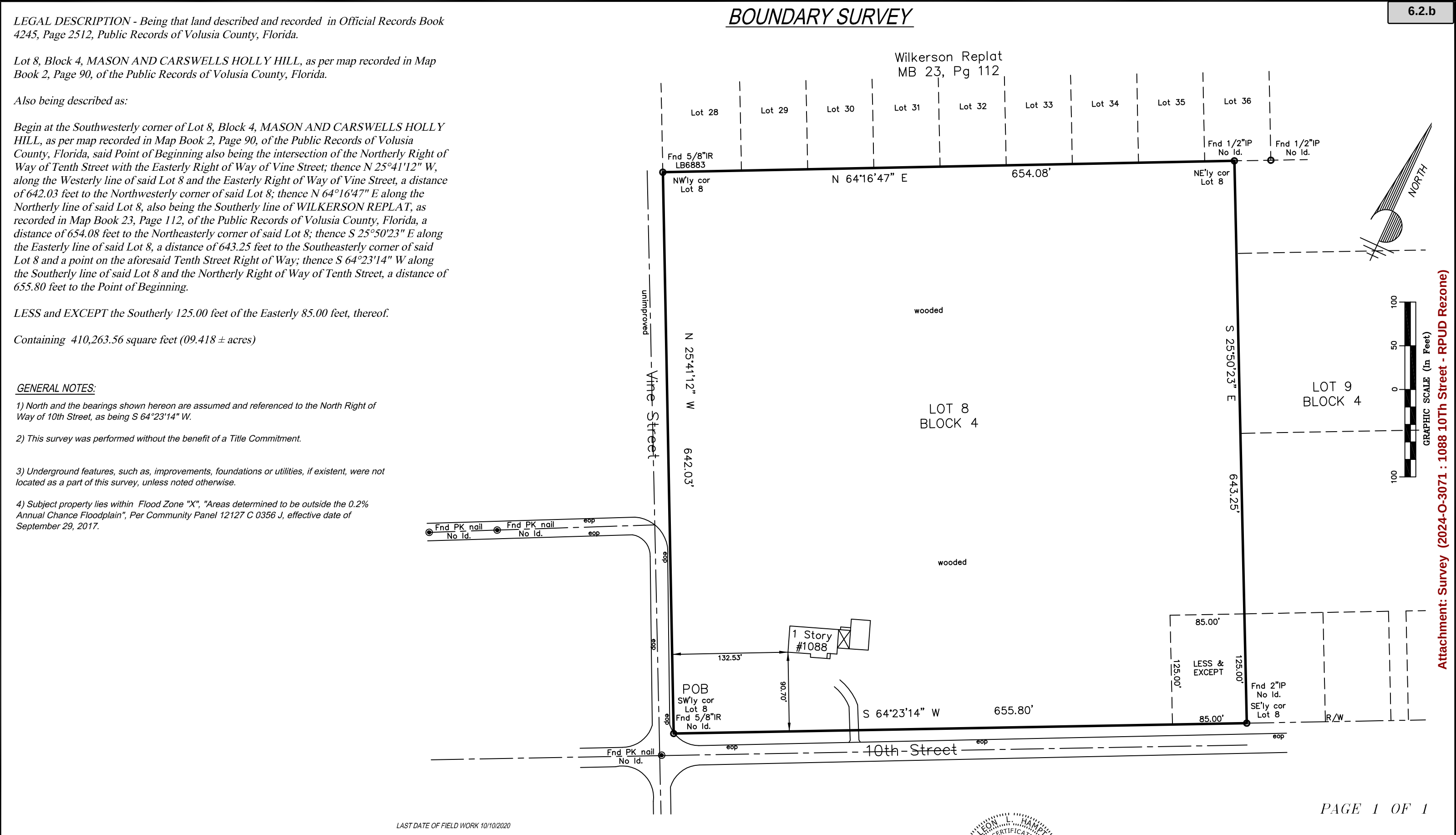
FOX POINT APARTMENTS -REAR ELEVATION

©2023 F K ARCHITECTURE



FOX POINT APARTMENTS - RIGHT ELEVATION

©2023 F K ARCHITECTURE



Leon Hampton, PSM

Land Survey and Consulting

www.Lhpsm.net



Drawn By: LH

Party Chief: BH

Leon Hampton, PSM

203 SHERIDAN AVENUE

LONGWOOD, FLORIDA 32750

Phone: (321) 231-4874

Leon@Lhpsm.net

BOUNDARY SURVEY

Lot 8, Block 4, Mason and Carswells Holly Hill,

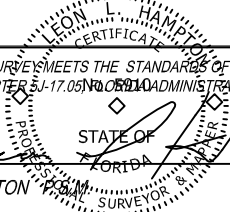
Map Book 2, Page 90, Volusia County, Florida

1088 10th Street

DAYTONA BEACH, FLORIDA 32117

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 63-17.05, F.S., AND ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


LEON L. HAMPTON, PSM
STATE OF FLORIDA
SURVEYOR & MAPPER


11/02/2020
STATE OF FLORIDA
LAND SURVEYOR & MAPPER NO. 5910

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS

PROJECT NO: 2

Packet Pg. 173



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

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

PROJECT INFORMATION:

PROJECT NAME: Fox Point Multifamily PUD
 PARCEL ID #(S): 4244-01-04-0080
 LOCATION: 1088 10th St. Holly Hill FL 32117
 EXISTING USE(S): Low Medium Density Single Family Residential
 PROPOSED USE(S): PUD
 TOTAL ACREAGE: 9.42 +/- Acres
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: R-6 PROPOSED ZONING: R-6
 CURRENT FUTURE LAND USE: Medium Density Residential PROPOSED FUTURE LAND USE: Medium Density Residential

APPLICANT INFORMATION:

Name: Robert A. Merrell III, Esq. E-Mail: Rob.merrell@cobbcole.com
 Address: 149 S. Ridgewood Ave. Suite 700, Datyona Beach, FL 32114 Phone: 386-323-9263
 Company: Cobb Cole Fax: _____
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Adolph & Laura Jean Balboa E-Mail: _____
 Address: 1088 10th St. Holly Hill FL 32117 Phone: _____
 Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Application-HFH Fox Pointe (2024-O-3071 : 1088 10Th Street - RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT OWNER CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,400

REZONE (PD)

- ☒ PD REZONE \$2,000
- ☐ MAJOR AMENDMENT TO EXISTING PD \$1,250
- ☐ MINOR AMENDMENT TO EXISTING PD \$400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)

Attachment: Application-HFH Fox Pointe (2024-O-3071 : 1088 10Th Street - RPUD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

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

Applicant's Signature: _____

JG

(Signature)

10/5/23

(Date)

Jessica Gow

(Print)

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

Attachment: Application-HFH Fox Pointe (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

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Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12"W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.417± acres)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3218361
BALBOA ADOLPH

Parcel ID: 424401040080
1088 10TH ST, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3218361
Parcel ID:	424401040080
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 04 - 0080
Owner(s):	BALBOA ADOLPH - TE - Tenancy in the Entirety - 100% BALBOA LAURA-JEAN - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	PO BOX 250951 HOLLY HILL FL 32125
Physical Address:	1088 10TH ST, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	2716
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit A (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

General Location Map

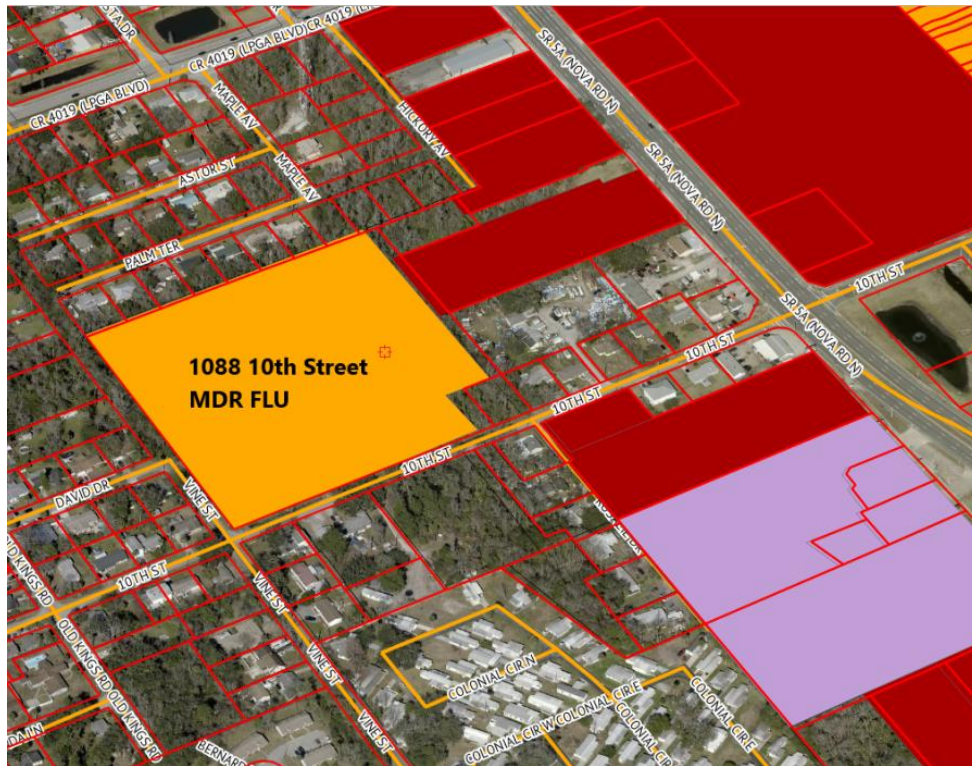


Aerial Map



Attachment: Exhibit C - Aerial (2024-O-3071 : 1088 10th Street - RPUD Rezone)

MDR FLU



Current R-6 Zoning – Proposing RPUD Zoning



Wetland Map



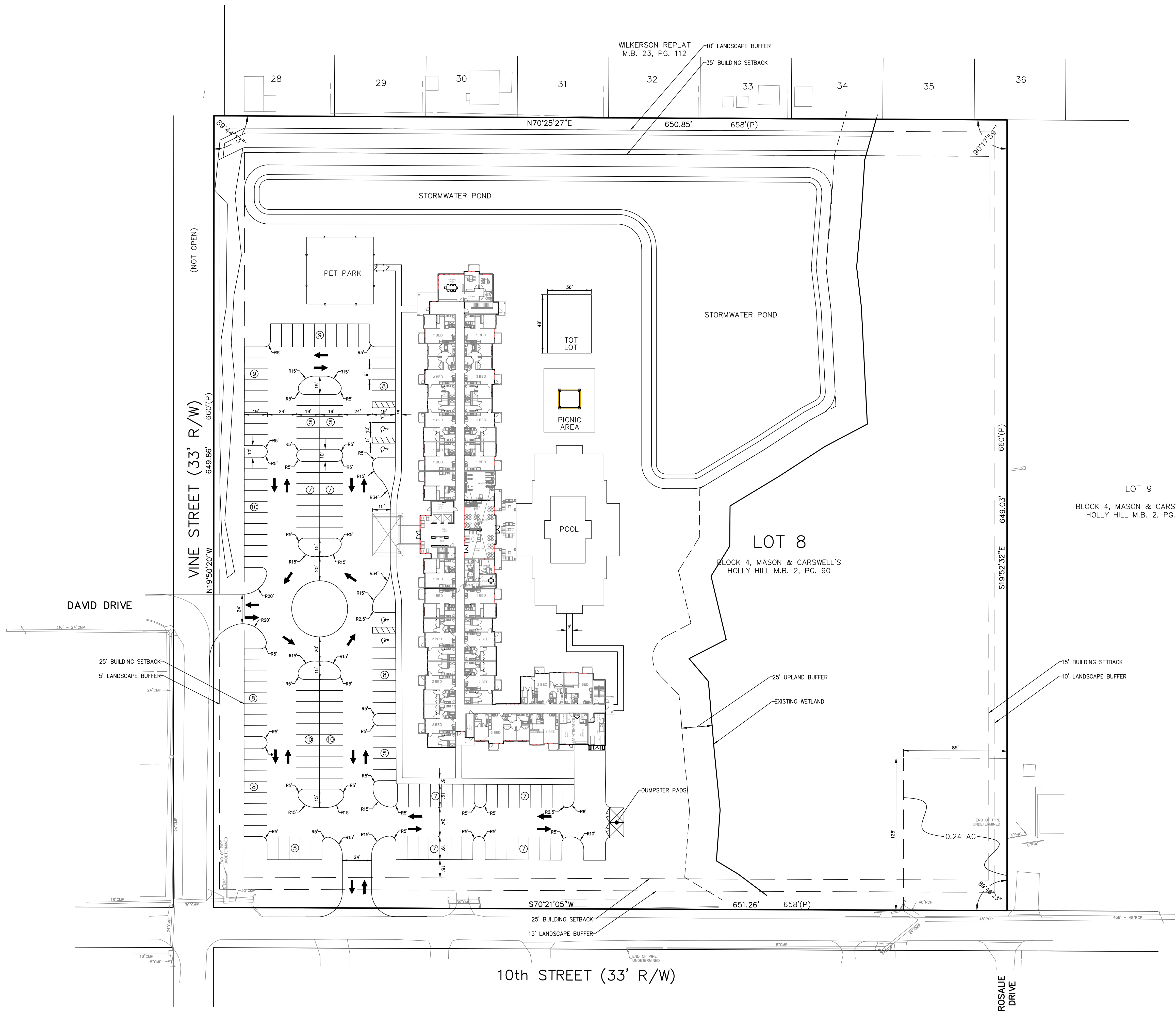
Attachment: Exhibit E - Wetland Map (2024-O-3071 : 1088 10th Street - RPUD Rezone)

The Owner is requesting the rezoning to develop the subject property for multiple family residential uses. In support of this request, below is a review of the rezoning review standards set forth by the City of Holly Hill:

1. Is it consistent with all adopted elements of the comprehensive plan?
 - a. **Response: Yes, the proposed rezoning is consistent with the comprehensive plan as applied to the site, and will allow multifamily development at a density and configuration that is appropriate for the site. The Medium Density Future Land Use on the site allows for density between 6 and 20 units/acre.**
2. What is its impact upon the environment or natural resources?
 - a. **Response: The proposed development will follow City regulations regarding review and permitting of environmental and natural resource areas.**
3. What is its impact upon the economy of any affected area?
 - a. **Response: The proposed development will provide for new construction that will result in an increased value associated with the real property.**
4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems?
 - a. **Response: The proposed development does not increase density of development beyond what is currently permitted under the future land use of the site, and will be reviewed for impacts to surrounding infrastructure at the time of site development permit review.**
5. Are there any changes in circumstances or conditions affecting the area?
 - a. **Response: The proposed development of the site would include development of a multifamily project targeted for workforce households within the community and will provided needed housing infrastructure within this corridor of the City.**
6. Are there any mistakes in the original classification?
 - a. **Response: We believe that the revised classification will allow for development of a unique product type that will permit a range of socio-economic housing options within the City of Holly Hill.**
7. What is its effect upon the use or value of the affected area?
 - a. **Response: The proposed use will provided needed housing infrastructure to residents of the City of Holly Hill.**
8. What is its impact upon the public health, welfare, safety, or morals?
 - a. **Response: The proposed project will allow for needed housing infrastructure that will promote public health and welfare by providing housing infrastructure that is affordable in a suitable living environment within our community.**

ZONING & FLU TABLE

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Single-Family Home	MDR	R-6
North	Single-Family Residential	UMI	R-5
South	ROW and Single-Family Residential	UMI	MH-5
East	Commercial Business and Single-Family Residential	MXZ and General Commercial	Business Planned Unit Development (BPUD) and R-7
West	ROW and Single-Family Residential	UMI	R-5



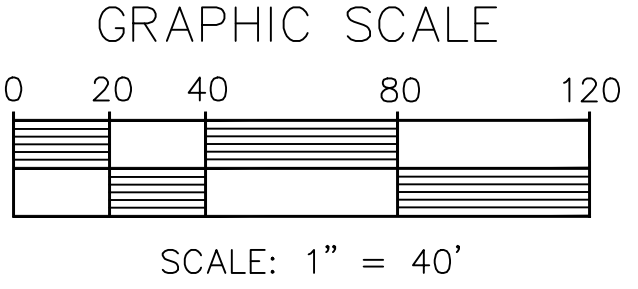
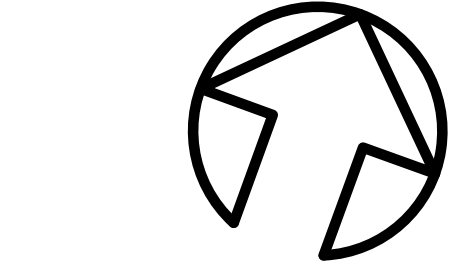
VICINITY MAP



SITE DATA

PROPOSED USE: 3 STORY 70 UNIT APARTMENT BUILDING			
EXISTING LAND USE: MEDIUM DENSITY RESIDENTIAL (12DU/AC)			
EXISTING ZONING: R-6			
TOTAL AREA: 9.70 ACRES - 0.24 ACRES = 9.46 ACRES			
TOTAL UPLAND AREA = 9.7066 AC - 2.7339 AC - 0.2511 AC = 6.7216 AC			
DESCRIPTION	S.F.	ACRES	%
TOTAL SITE AREA:	412,078	9.46	100
PROPOSED BUILDING:	27,724	0.63	6
PROPOSED ASPHALT AND CONCRETE:	71,700	1.65	18
TOTAL IMPERVIOUS AREA:	99,424	2.28	24
TOTAL PERVIOUS AREA:	312,654	7.18	76
ALLOWABLE NUMBER OF UNITS = 12DU/AC X 6.72 = 80.6DU			
PROPOSED UNITS = 70			
MINIMUM FLOOR AREA PROVIDED = 616 S.F. (1BR)			
877 S.F. (2BR)			
1,064 S.F. (3BR)			
MINIMUM AVG. FLOOR AREA PROVIDED =			
616(36) + 877(24) + 1,064(10)/70 = 769.5 S.F.			
BUILDING SETBACKS:			
NORTH = 35' (ABUTTING SINGLE FAMILY RESIDENTIAL)			
SOUTH = 25' (10th STREET)			
EAST = 15'			
WEST = 25' (VINE STREET)			
MAXIMUM BUILDING HEIGHT = 35'			
MAXIMUM BUILDING COVERAGE = 35%			
LANDSCAPE BUFFERS:			
NORTH = 10' WITH TYPE A OR B VISUAL SCREEN			
SOUTH = 15'			
EAST = 10'			
WEST = 5'			
PARKING REQUIRED: 70 DU x 2SP / DU = 140 SPACES			
PARKING PROVIDED: 142 SPACES (INCLUDES 5 H/C SPACES)			
BICYCLE PARKING REQUIRED = 140 X 0.10 = 14 SP			
BICYCLE PARKING PROVIDED = 16			

UNIT MIX BUILDING A				
	A-1 1BED-1BATH	B-1 2BED-2BATH	C-1 3BED-3BATH	SUB-TOTAL
LEVEL 3	15	8	3	36
LEVEL 2	11	8	4	24
LEVEL 1	10	8	3	10
TOTAL	36	24	10	70



REVISION

APPR.

DATE

NO.

PROJECT NO.

863

1 of 1

PRELIMINARY DEVELOPMENT PLAN

FOX POINTE APARTMENTS

HOLLY HILL, FLORIDA

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE 1" = 40'

DESIGNED MSD

DRAWN RCM

CHECKED MSD

DATE 12-06-23

BY

863-CON-MOD

11-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Fox Point Multifamily Planned Unit Development (PUD) located along Vine Street and 10th Street in Holly Hill, Florida (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 _____, 2024, 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 Laura and Adolph Balboa (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of PO Box 250951, Holly Hill, FL 32117.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer 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

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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. **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.

3. **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.

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

5. **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. Multifamily dwellings.

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- B.** Prohibited principal uses, if any:
 - 1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Subject Property Size: Approximately 9.46 acres
- D.** Proposed density (in number of dwelling units per acre): 10.5 units per net acre (70 units)
- E.** Impervious surface is not to exceed 50% of the gross square footage for the Subject Property, as illustrated on Exhibit B.
- F.** Minimum general open space shall be 30% of the Subject Property, as illustrated on Exhibit B, with 15% common open space. Total minimum open space required, including general and common 40%.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and described herein. Minimum perimeter landscape buffers as follows:
 - 1. North: 10 feet with Type A or B Visual Screen
 - 2. South: 15 feet
 - 3. West: 5 feet
 - 4. East: 10 feet
- H.** Minimum unit sizes: 1 BR - 600 sq. ft., 2 BR - 850 sq. ft., 3 BR - 1,000 square feet.
- I.** Maximum building length: 425 ft.
- J.** Minimum lot width (in feet): 550 ft.
- K.** Minimum yard setbacks:
 - 1. North: 35 feet.
 - 2. South: 25 feet
 - 3. East: 15 feet
 - 4. West: 25 feet
- L.** Maximum building height (in feet): 37'
- M.** Minimum upland buffer: 25 feet
- N.** Minimum building separation: 10 ft.
- O.** Minimum parking standards are as shown and stated on the Preliminary Plan.

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- P.** The project shall consist of 1 phase.
- Q.** Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.
- R.** 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.
- S.** 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.
- T.** Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation 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.
- U.** The development criteria set forth in this Section 5 shall apply to configuration of the Property in its current configuration. In the event that additional right-of-way is needed for dedication to Volusia County, such dedication shall not impact the development footprint for the Property, which shall be measured from the existing site boundaries.
- V.** Minor adjustments to the development criteria for lot width, buffer width, and minimum unit size set forth in this Section 5 shall be permitted as minor amendments, so long as such adjustments do not exceed 10% of any of the stated criteria, and shall not impact the general intent and character of the approved project.

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6. 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.

7. Site Plan/Plat Approval. The Master Development Plan, is the Preliminary Plan 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.

8. 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.

9. 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.

10. Obligations for Improvements. Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater

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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 (16)** of this Agreement.

11. 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.

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

13. 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

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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.

14. **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.

15. **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.

16. **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:

With Copy To: Cobb Cole Law Firm
Attn: Jessica Gow
149 S. Ridgewood Ave, Ste 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

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

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With copy to:

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

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

17. **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.

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

19. **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.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **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.

22. **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

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and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

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

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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**STATE OF FLORIDA****COUNTY OF** _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA_____
Notary Signature_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: Development Agreement - Fox Point (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

CITY OF HOLLY HILL:**By:** _____**Date:** _____**ATTEST:****Date:** _____

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence**
or ☐ **online notarization**, this ____ day of _____, ____ (year), by _____,
 who is personally known to me or produced _____ as identification.

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 4387)

7.A.a

Meeting: 01/23/24 06:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Joseph A. Forte

Sponsors: City Manager Joseph A. Forte

DOC ID: 4387

Discuss Direction of the City Annex Building

Attached are two letters of intent/interest. One from the Holly Hill Historical Society and the other a follow up letter from Rainer Martens and Pictona. The purpose of this item is to seek direction from the City Commission on how to move forward with this space.



Branding Holly Hill

It was encouraging to see the reception to Holly Hill and Pictona last evening. We all want to make this little city a prominent place in the greater Daytona area.

I'd like to pick up on several discussions we've had about branding Holly Hill as a pickleball center. Our team has been using "pickleball paradise" in some of our promotions. That brand or slogan seems to work well for us but we are not locked into it . . . yet.

Take a look at this article about small city branding.

<https://www.townweb.com/post/small-town-branding-how-to-make-your-city-more-attractive>

Collectively, we can enhance the city image.

Our management team is meeting Monday to consider in greater detail the possibilities for Sica Hall. As we've discussed we want to make it an activity center. We recognize it is not easy to attract folks to become active, physically and mentally. We are analyzing what we can offer and how we can attract participants to overcome the inertia of inactivity. We haven't come up with the answers, but we are contemplating it. We may not succeed, but we'll never know if we don't try.

Pictona and the Holly Hill Activity Center would be the focus of branding. There is of course more to promote in the City, but "activity" can be a strong brand if done correctly.

You have told us that the Chamber space will be offered to the Historical Center. We would like you to reconsider that decision. Pictona would like to occupy that space to be the City of Holly Hill's Information Center and Pictona's Welcome Center. Through signage and social and print media we would direct visitors to the Center. We would have literature on various activities, hotels and restaurants, and of course Pictona and the Activity Center (Sica Hall). We would use the space to "brand" the City and its features. We would use the space to register for events. We would also use the space for meetings and offices.

We hope you'll consider this suggestion.



Holly Hill
Historic Preservation
Society, Inc.

City of Holly Hill Commission
 1065 Ridgewood Av
 Holly Hill FL 32117

January 1, 2024

Dear Commissioners,

It is with a heavy heart that after 63 years the Holly Hill Chamber of Commerce is dissolving. The Holly Hill Historic Preservation Society & Museum shares the City Annex, at 1066 Ridgewood Avenue, Suite B, on the north side. The Chamber was the fourth occupant of the south suite since the building closed as the library. Expanding the Museum will be an advantage to the community. As the museum has grown the need for space has become imperative to meet the demands of the museum.

We began as a City Historic Preservation Board 22 years ago in 2001 at the 2nd Street Market and formed as a non-profit 17 years ago in 2006. Due to the generosity of the City of Holly Hill we have been provided our current location since 2012 and recently celebrated our Museum's 11 year anniversary. Our goal is to continue preservation of both the history and heritage of Holly Hill and Volusia County. The Society provides the City and citizen's research, archives, documents, memorabilia and mementos of Holly Hill and the Halifax area. We have been the first contact for many new residents and businesses who were considering Holly Hill as their new home. They are always impressed at how much the City has to offer.

The Holly Hill Historic Preservation Society would like the City to consider allowing us to expand into the available space when the Chamber of Commerce leaves. We have proven to be a positive asset for Holly Hill and have so much more we can offer our residents. We have now outgrown our space and when the City did not win the bid for the Union Congregational Church property we now feel it was because this is a better opportunity.

We have survived the times of Covid-19 shut down and financial hardship that caused the closing of so many others. As a 501(c) 3 non-profit organization, we have operated on donations and volunteer staff only all this time while continuing to grow. The Museum has hosted dozens of programs, outreach, and research.

The Museum would like to use the rear room to host programs for large crowds as the City of Holly Hill does not have a permanent space for an audio/visual auditorium program setting. The room is perfect in that it can be accessed from the back allowing other groups to host programs privately without access to the rest of the building.

With this additional space, we would be able to apply for the Florida History Cultural Grants to have programs and speakers. We may also qualify to host Smithsonian traveling exhibits. The remaining space would provide much needed storage space and room to display large artifacts. We would be able welcome center for Holly Hill and continue the mission of the Chamber of Commerce.

Attachment: HHHS - Letter of Intent for City Annex (4387 : Discuss Direction of the City Annex Building)

The space also offers a kitchen that was needed when the Museum was originally planned. This would greatly improve our ability to host special events. When we have to clean items or food prep volunteers have to use the restroom sink. Our kitchen supplies take up storage that we need for archiving.

The occupancy of the entire building will allow the Historic Society to focus on building a community-based and innovating strategy that will attract attendance of schools, businesses and tourists. The gift shop has minimum space for visitors to explore and make purchases. The gift shop is one of the primary areas of focus based on products sold to generate revenue. The gift shop needs expansion because of the much needed space for a retail-type setting. This will enhance foot traffic as well as generate revenue. The counter and locking doors can provide better security for it and safety for our volunteers.

We hope you have seen what the Holly Hill Historic Society has provided for the city and allow us this opportunity to continue to more.

Sincerely,

Polly Cappuccio, President
Jordan Hobson, Vice-President
Lynn Jackson, Secretary
Dean Wiggins, Treasurer
Carolyn Glass, At-Large
Kirk Hawk, At-Large
Holly Hill Historic Preservation Society, Inc.