CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● 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

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 Mayor Chris Via
Mayor Via led the invocation.

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

2. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Legary, Holly Hill.

3. APPROVAL OF MINUTES

1. -DOC-2024-2

Minutes - January 9, 2024, Regular City Commission Meeting

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

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

Enacted and approved this 23rd day of January, 2024, in Holly Hill

4. CONSENT AGENDA - ITEM (1)

1. –2024-R-6 Resolution

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)
Mayor Via opened public participation. No one spoke.

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

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.

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.

Enacted and approved this 23rd day of January, 2024, in Holly Hill

5. REGULAR AGENDA

1. 2024-R-7 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 Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

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.

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.

Enacted and approved this 23rd day of January, 2024, in Holly Hill

6. PUBLIC HEARINGS

1. 2024-O-3069 Ordinance

SECOND 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 SECOND 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)
Mayor Via asked if there was any ***ex'parte communication*** from any member of the Commission and there was no one. Mayor Via stated that he has spoken to the applicant, Brandon Adkins briefly about his request pertaining to the second major amendment to the PUD, Plaza Grande, LLC.

ORDINANCES 3069 and 3070 - FIRST READING

Mr. Walker briefly went through both Ordinances and presented them to the Mayor and City Commissioners at one time. These Ordinances will be voted on separately. Mr. Walker went through his staff report for the Mayor and City Commissioners for them to 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. Mr. Walker read through the background history of this Future Land Use Map Amendment. 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 manger'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

Mr. Walker mentioned that 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. Mr. Walker stated 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 in their agenda packets with this item. 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. Mr. Walker stated that staff's recommendation is to adopt an **Ordinance 3069** 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 and to adopt a proposed **Ordinance 3070** 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.

Brandon Adkins, the applicant for the Riviera Oaks Self Storage, 975 Golf Avenue spoke to the Mayor and City Commissioners about his requests.

Mayor Via opened public participation.

Heidi Heller, Holly Hill, spoke.

Mayor Via closed public participation.
There was discussion amongst the Commissioners and there was ***consensus*** that they would prefer to have these units air conditioned and asked if staff can get with the applicant and see if he would be willing to change his request to reference that. They agreed to approve it tonight on first reading, however, stressed that having the units air conditioned will play a determining factor for voting at the second reading.
ORDINANCE 3069
Commissioner Johnson made a motion to ***APPROVE ORDINANCE 3069 ON FIRST READING, 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,*** *seconded by Commissioner Penny.*
PASSED, 5-0.

ORDINANCE 3070
Commissioner Johnson made a motion to ***APPROVE ORDINANCE 3070 ON FIRST READING, APPROVING THE SECOND MAJOR AMENDMENT TO THE PLAZA GRANDE, LLC, INDUSTRIAL PLANNED UNIT DEVELOPMENT,*** *seconded by Commissioner Danio.*
PASSED, 5-0.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]** **Next: 2/13/2024 6:00 PM**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

2. 2024-O-3071 Ordinance

SECOND 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)
Mayor Via asked if any of the City Commissioners had ***ex'parte communications*** with the applicant. **There was no one that spoke to the applicant.**

Mr. Walker briefly went through his staff report for the Commissioners to 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. Some background history on this property is that 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 1and 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. Mr. Walker stated the conditions governing the development of the project are outlined in the attached written development agreement and preliminary development plan in their agenda packets. 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.*" Mr. Walker stated that it is staff's recommendation that the City Commission 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.

Jessica Gow, Associate Attorney for Cobb Cole, Daytona Beach, came forward to briefly speak and mentioned that Mr. Walker did a great job presenting the LDR (Land Development Regulations) amendment request to everyone and was here to answer any questions that the Mayor and City Commissioners might have.

Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 2/13/2024 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

ORDINANCE
2024-O-3071
SECOND 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).

<u>SECTION 2</u>. 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".

<u>SECTIO 3.</u> 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.

<u>SECTION 4.</u> That all ordinances made in conflict with this Ordinance are hereby repealed.

<u>SECTION 5.</u> This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this <u>13th</u> day of FEBRUARY, 2024 for second and final reading.

<u>ATTACHMENT "A"</u>

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)

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 - 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.

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.

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

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 Wat 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

Enacted and approved this 23rd day of January, 2024, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

a.

Discuss Direction of the City Annex Building

(Requested by Joseph Forte, City Manager)
Mr. Forte stated that there was some discussion with the Commission about the future use of what we know as the City Annex Building, which is where the Chamber of Commerce office used to be. The Chamber of Commerce disbanded at the end of December 2023 and the building is currently vacant. He had a request from two

groups that have interest in the property and occupying the space. One was from Pictona and the other was from the Historic Society. He received several emails this evening from people involved with the Historic Society that are asking for the city to maintain. Mr. Forte stated he doesn't want to call them proposals, necessarily, but he put two letters of interest in the agenda packet and sent them to the Commissioners so that they can take a look at what each group has been interested in, and what they are offering. He figured, it's not necessarily a management decision, he thinks it's more of a policy decision on what we want to do with the future of that building. He will tell the Commissioners that he did look at it from an internal perspective based on a few new employees that he thinks they are going to be hiring here and he thinks when he rearranges some office space in City Hall, he doesn't have a need for use of that Annex building area for what he's hiring. So, that leads it open to the letters of interest that the Commissioners have in front of them tonight in their agenda packet to determine what you think is the highest and best use of that property would be and how we want to move forward with it.

Commissioner Currie asked if she could ask Mr. Forte to clarify some information just because there is so much misinformation out there on Facebook and in the emails that she has received this evening. Can you please clarify Pictona, the relationship to the city, the fact that, that facility is not Pictona's, it is the City of Holly Hill's.

Commissioner Penny stated and there's no intent to kick the Historic Society out of the building. Those are the emails that he has received.

Commissioner Currie stated yes, she has received those too.

Mr. Forte stated he didn't get a chance to read any of the emails so he doesn't know but he will clarify anything that comes up that you have read, just let him know. The old baseball fields was redeveloped under a partnership with Marten's Charities, Volusia County, Racing and Rec and the City of Holly Hill's CRA. The Pictona facility was built by those groups; it was built and funded and paid for by those groups. The ownership of the building, all of the assets are owned by the City of Holly Hill, they're assets of the city. The city has a contract with Pictona and Holly Hill and their non-profit to operate the facility for an extended period of time of about 50 years, he believes it is. So, any monies that are made by the non-profit are put back into the facility. For example, if you went over there today you will see that they made a vast improvement of the garden areas that's behind Pictona 2. A huge difference.

Commissioner Currie stated, yes. It's beautiful.

Mr. Forte stated they reinvest money back into the projects. The city doesn't make money on it. In fact, it cost the city money because we pay certain aspects of that like utilities and for a position that's over there. There is no intent of removing the Historic Society from their current location. He has heard that before but that's not a matter that's up for discussion. Where they are right now is where they will be unless something happens in the future but that's nothing that's been discussed.

Commissioner Currie stated thank you for the clarifications.

Mayor Via stated and to clarify further, where are we tonight? Mr. Forte, I know that you brought this before the Commission and we have discussed this and I think there was a good idea by Commissioner Penny about it. But tonight, you get direction from us, are you going to bring this back to the Commission to then make the decision?

What are you looking for tonight?
Mr. Forte stated what he is trying to get from the Commission tonight is some direction on where to you want him to go. He needs to have entered into discussions with members of the Historic Society or enter into discussions with members of Pictona to go more into an agreement. For example, if Pictona wants to run programs out of that facility or they want to operate it as a Welcome Center is there going to be a share in the cost of membership fees or participation fees? If they run an aerobics program out of there and they charge for that service, it would basically be an extension of the city of what would used to be our Recreation Department, which we no longer have. They would operate certain community activities out of that facility, as well as, Sica Hall and possibly the Clubhouse depending on the size of the group and they would provide programs to the community. He would have to bring back whatever agreement he enters into, he would bring it back to the Commissioners but he needs to know which direction to go in.
Mayor Via stated, okay. He just wanted to be clear so that the folks in the audience, you will be able to comment on this before it goes any further. Tonight is more like a workshop where the Commission is going to talk about their ideas. He kind of senses but doesn't know but from their previous discussions that they all might have some different ideas. He knows that he has spoken to Mr. Forte in their private one-on-ones about the possibility of doing a hybrid approach. He hasn't spoken to or heard from the Historic Society, specifically, on what their needs are but from Commissioner Penny in the last meeting stated that they were looking to expand as well and then from the letter that the Commission received. So, he thinks, from all of us, and he'll just say this right off the bat, we all really appreciate the Holly Hill Historic Society it brings a lot of rich history, we need it and we are thankful to all of them. We know how much time and love and energy you pour into it and that is why we support you with utilities and with the building. We are not taking that away as was stated earlies. We are not going to do that. What he would like to know as we move forward, what exactly is the space that you need? He understands to possibly store things but also to maybe have a place to congregate and there's a nice little place in the back of the Chamber that has that. In his discussions with Mr. Forte, he would like to see that to be able to happen. If there's a compromise of Pictona can use this amount of space and then we can also, maybe, reconfigure it…it was Commissioner Penny's idea in the last meeting that they spoke about it to configure it to where the Historic Society has access to the water area in the kitchen of they don't have to wash dishes in the sink or whatever it is right now. Personally, he likes that hybrid approach. Pictona is offering to be the city's Welcome Center, to be able to handle some of that. He's not too sure how much he's into that but he thinks some of the Commissioners may be. It's in his opinion that we can have the best of both worlds. That's where he's at on this. He knows there's probably a lot of opinions on this.
Commissioner Penny stated he is trying to look for win-win situations. Two great organizations and both have different strings and so as he understands it, one of the biggest shortfalls that the Historic Society has had and he never realized it until he was a speaker at one of their meetings is that when they meet they don't have access to a kitchen and they have to wash all their dishes and stuff in the bathroom sink and it's kind of terrible and they don't really have great space to do a presentation. They

need a presentation space and they need the kitchen. They need storage space but he will have to say that he doesn't think storage of artifacts in that building is the highest and best use of that building. That's the thing that he doesn't think is so great. Pictona says they want to be the city's Welcome Center, they want to run programs through there and he believes Pictona wants to operate it Monday through Friday, five days a week and the Historic Society relies on volunteers and they are only open a couple of days a week. If the city gave the whole building to the Historic Society the city would lose out on the Monday through Friday Welcome Center thing. He truly believes that we can set together a contract so that the Historic Society has access to that gathering/meeting room area, kitchen area the first Friday of every month or two Thursdays a month, whatever it needs to be. Those details can be worked out. We may even need to go so far as to cut a hole in the wall of that kitchen area. Mr. Forte and I went over there and I don't think its that difficult to have like a Jack and Jill access to that kitchen. Pictona can come during the day and the Historic Society could come through the back door. It's like having a roommate. He thinks that it could be worked out but he doesn't think the highest and best use is to store more artifacts. If they have that much stuff then maybe they can rent from one of the new storage air conditioned facilities, they can store some of their stuff there. He truly believes the city has two great organizations that both have strengths and weaknesses and he sees Pictona being a mostly 9:00 AM - 5:00 PM thing and most of the activities that he has seen at the Historic Society are in the evening so they can share the space, they can get along and he thinks they could have a win-win situation. In a perfect world, that's how he would like to see it.

Commissioner Currie stated she is going to ditto all of what Commissioner Penny said. They are both great organizations for the city. The main information that she received in the letter is that they needed the kitchen and meeting area and she doesn't see why that can't be shared. She doesn't have a problem with Pictona using the front part for a Welcome Center and helping the city with other tasks as far as events and then both of them having access to the kitchen and that meeting area in the back. That's what the Commissioners utilize it for during the Christmas parade and there's plenty of room in the kitchen area and the meeting area to hold a meeting. She would definitely be in favor of that.

Commissioner Danio stated they've discussed this already and he agrees with it as well. They hybrid approach is a good idea. It's a win-win for everyone.

Commissioner Johnson stated he agrees with what everybody has said. The city is the landlord and the city is not going to make much of a profit off of either one of the tenants. He believes they can share the building and he thinks it's in the best interest of the city and thinks it will work out for the both of them.

Mayor Via stated he hears ***consensus*** on this and just so you know, the Historic Society, you can get with each of us individually and speak with us, you can speak with Mr. Forte as well on your thoughts of what this is. He thinks they all want to amicably work this out but what he will add to that and this is his opinion, he doesn't know if it's shared by the Commission, Mr. Forte, when you discuss this with both parties, if Pictona is in a "take it or leave it", "all or nothing" approach, he is against that and he will definitely side with not allowing them to move forward because he wants the access for the Holly Hill Historic Society. He doesn't know if he will have

support with that or…
Commissioner Currie stated yes, she feels the same way. They should be able to share it.
Commissioner Penny stated, yes. That building was designed terribly.
Commissioner Currie stated yes, it is designed terribly.
Mayor Via stated so, they have ***consensus*** there, Mr. Forte. Do you have any questions for us?
Mr. Forte stated, no.

____

Mr. Forte handed out a spreadsheet from the Finance Director Mrs. Moore as to the Waste Pro discussion from the workshop prior to the regular meeting at this time. There was comments and brief discussion on the spreadsheet and the spreadsheets from Mr. Redman during the workshop. There was ***consensus*** from the Commission to hold another workshop on a proposal for a rate increase for commercial properties and they will try to hold another workshop before the next regular City Commission meeting to look at the individual rates.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Johnson mentioned there is a TPO meeting tomorrow; on February 12th at 4:00 PM there is going to be presentation to the Police Department to give them Scentsy air fresheners for their patrol cars from the Volusia Sports Center.

Commissioner Currie thanked everyone for coming out and participating.

Commissioner Penny mentioned the State of the City; Commission salaries for the future.

D. Mayor's Comments
Mayor Via mentioned the State of the City Address and he has spoken to Mr. Forte about it yesterday and his thought was to hold it here in the Commission Chambers, possibly before a regular meeting at 5:00 PM and promote it and staff is already here and it's already a regularly scheduled meeting, can use the overhead for a PowerPoint for facts and figures. He's open to doing it the way we've done it but he almost doesn't want to put it on staff to have to do a whole breakfast and coordinate all of that. Hopefully, they can get more people here to hear it and they can also film it. He can set up a camera and then we can post it for the public. It will be his last State of City. He is okay with doing it either way and they're right, there is so much apathy right now and it's unfortunate but it doesn't mean we should try. He will get with Mr. Forte and put something together. He doesn't know if anyone would object to having it right here in the Chambers and inviting everybody for a 5:00 PM or even 5:30 PM because it doesn't have to be that long. He thinks his previous ones were twenty minutes long. Mayor Via thanked Police Chief Miller and his officers for taking care of what took place last Friday night at 7-Eleven. He

appreciates the information he sends out to the Commissioners. Thank you and your officers for keeping us safe.

8. ADJOURNMENT

The meeting adjourned at approximately 8:15 PM.

Valerie Manning, City Clerk,CMC 1/23/2024

Chris Via, Mayor 1/23/2024