CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● FEBRUARY 13, 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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner John Penny
c. Pledge of Allegiance

2. PRESENTATIONS

A. 2023 Employee of the Year - Elizabeth Wrenn, Public Works Administrative Assistant

1. 2023 Employee of the Year - Elizabeth Wrenn

   (Requested by Valerie Manning, City Clerk)

B. 2023 Citzen of the Year - Kimberly Lawson, Simply Gina's

1. 2023 Citizen of the Year - Kimberly Lawson, Simply Gina's

   (Requested by Valerie Manning, City Clerk)

C. 2023 Business of the Year - Carmen Ruiz, FastSigns

1. 2023 Business of the Year - Carmen Ruiz, FastSigns

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - January 23, 2024 Workshop and January 23, 2024 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 2)

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-3 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 1 with Parker Mynchenberg & Associates, Inc., to Include Surveying Services for the 10Th Street Sewer Main Extension Project in an Amount Not to Exceed $6,237.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-8 A Resolution of the City of Holly Hill, Florida, Approving the Purchase of 25 Laptops with Accessories at a Cost of $100,312.50 to Empire Computing and Consulting, Inc., 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. REGULAR AGENDA

1. Resolution –2024-R-9 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Sawcross, Inc., for the Construction of the 3Rd Biological Treatment Unit and Influent Headworks Modifications at a Cost of $8,971,000.00 and Authorizing the City Manager to Execute an Affiliated Budget Amendment; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Request that the City Commission Determine Whether or Not a Nuisance Exist at 1625 Anniston Avenue, and If So, Determine What Course of Action Should be Taken

   (Requested by Joseph Forte, City Manager)

7. 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-3068 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)

2. Ordinance –2024-O-3069 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)

3. 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.

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

8. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

9. 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.

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/13/24 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4397

PRESENTATION (ID # 4397)

2023 Employee of the Year - Elizabeth Wrenn

A RESOLUTION OF THE CITY OF HOLLY HILL, RECOGNIZING ELIZABETH WRENN, ADMINISTRATIVE ASSISTANT IN THE PUBLIC WORKS DEPARTMENT AS THE 2023 EMPLOYEE OF THE YEAR.

WHEREAS, Elizabeth "Beth" Wrenn began her employment career with the City of Holly Hill as the Administrative Assistant in the Public Works Department on April 9, 2007; and

WHEREAS, Beth has shown herself to be a bright, dependable employee with an impeccable work ethic and is often the first line of communication for the Public Works Department; and

WHEREAS, Beth has always and continues to treat citizens in an exceptional, courteous manner and has a very strong institutional knowledge of the Public Works Department which translates into a time and cost savings to the city as most calls are able to be resolved at the time of the call, while the remainder are routinely routed to the appropriate staff; and

WHEREAS, beyond Beth's normal duties, she has been a member of the Wellness Committee and has actively and patiently assisted coworkers in health-related items including software applications. She has been involved and extraordinarily helpful in special events such as the annual Christmas Parade and the Christmas Tree Lighting Ceremonies and has dutifully served as a main point of contact for the city during disaster response.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES ELIZABETH WRENN ADMINISTRATIVE ASSISTANT TO THE PUBLIC WORKS DEPARTMENT AS EMPLOYEE OF THE YEAR 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of February 2024.

City of Holly Hill, Florida

_____

Chris Via, Mayor

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/13/24 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4399

PRESENTATION (ID # 4399)

2023 Citizen of the Year - Kimberly Lawson, Simply Gina's

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING KIMBERLY LAWSON AS CITIZEN OF THE YEAR FOR 2023.

WHEREAS, the City Commission, in unanimous agreement, has designated Kimberly Lawson as the deserving recipient of the 2023 Citizen of the Year award; and

WHEREAS, Kimberly Lawson, the sole proprietor of Simply Gina's, showcased her dedication to the community by not only establishing her restaurant in Holly Hill but also investing in a home within our city shortly thereafter, illustrating her profound attachment to the community in which she operates and holds dear; and

WHEREAS, Kimberly's contributions to the community are numerous, including her initiatives during the COVID-19 pandemic such as providing free meals for children and supporting programs like No Kid Hungry, alongside regular donations to Meals on Wheels; and

WHEREAS, Kimberly is actively engaged in the community, volunteering on the city's Police Pension Board, participating in events like National Night Out by offering free meal coupons, and providing assistance to first responders and residents in need during hurricanes; and

WHEREAS, her philanthropic efforts extend to annual events such as the Holly Hill Police Toy Drive and Thanksgiving, where she donates all sales and tips to support local families, and provides free lunches to students involved in the Holly Hill Police Department's programs at UBIC and Holly Hill School; and

WHEREAS, Kimberly's contributions are not limited to her role as a business owner, but stem from a personal commitment to making a positive impact in the lives of others throughout our entire community; and

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES KIMBERLY LAWSON AS CITIZEN OF THE YEAR 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of February 2024.

City of Holly Hill, Florida

_____

Chris Via, Mayor

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/13/24 06:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4400

PRESENTATION (ID # 4400)

2023 Business of the Year - Carmen Ruiz, FastSigns

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING CARMEN RUIZ FROM FASTSIGNS AS THE CORPORATE CITIZEN OF THE YEAR FOR 2023.

WHEREAS, the Holly Hill Chamber of Commerce has nominated Carmen Ruiz from FASTSIGNS as the Corporate Citizen of the Year for 2023; and

WHEREAS, Carmen Ruiz assumed leadership at FASTSIGNS in 2017, bringing about significant growth and fostering community engagement by joining the Holly Hill Chamber of Commerce as an active member in that same year; and

WHEREAS, Carmen Ruiz has demonstrated exemplary commitment to the City of Holly Hill through her active participation in various community programs spanning throughout Volusia County, earning accolades such as "Woman in Business / Small Business Woman of the Year" in 2020 and being recognized as a "40 Under 40 Honoree" in 2021; and

WHEREAS, her leadership extends beyond business success, with her involvement in charitable endeavors, including serving on the Executive Committee at the Domestic Abuse Council Board of Directors as Chairwoman and participating in community giveback initiatives such as the "Show Us How You Care" campaign, where FASTSIGNS was honored for their contributions to the community, including donations to the Holly Hill Police Department for the Five-O Club program at Holly Hill School and UBIC Academy; and

WHEREAS, Carmen Ruiz's philanthropic spirit is further evidenced by her ongoing support for local charities through donations and discounts, including offering reduced rates for nonprofits and veterans, it is always apparent that her main mission in life is to give back.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES CARMEN RUIZ FROM FASTSIGNS AS THE CORPORATE CITIZEN OF THE YEAR 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of February 2024.

City of Holly Hill, Florida

_____

Chris Via, Mayor

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 13, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - January 23, 2024 Workshop and January 23, 2024 Regular City Commission Meeting**
NUMBER: **(ID # 4395)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 23, 2024 workshop and regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - January 23, 2024 - Workshop - Waste Pro (PDF)
- Minutes - January 23, 2024 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JANUARY 23, 2024

City Commission Chamber | **Work Session** | **5:00 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

2. 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	

3. WASTE PRO DISCUSSION

1.

Waste Pro Discussion

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated if the Commission recalls, back some time ago we had talked about trying to increase the rates that the city charges for solid waste so that we can build up a bit of a reserve in anticipation of the Waste Pro contract expiring in 2027 and then going out for bid, in anticipation that that bid would likely come back significantly higher based on what we're seeing in the industry, if you look at some of the other agencies that have gone out for bids. In doing that, right around that same time, he had a meeting with Tim Dolan who represents Waste Pro and he is here in the audience tonight. Instead of getting a big hit in 2027, they'd get a little bit of an increase now and then run it out past the renewal time and that it would be a smoother rate increase rather than one big hit. Staff has engaged with Bill Redman to work with Tim Dolan and to run some numbers and he's done that and we'll get some of those spreadsheets up on the overhead for the Commission to take a look at. In essence of what he has done is Mr. Redman added a $2.50 increase per household per month plus up to 5% CPI plus fuel cost adjustments and the up to 5% means that if you get a year where the CPI is a 2% increase, it's 2% increase. If you get a year where the CPI is 7% they would only get a 5% increase that year but that extra 2% would carry over the following year, that let's say, if it was 2% that year then they would make it up and they would get 4%. That's kind of the model that that Mr. Redman had done and he ran out four different strategies on that and he will go over each one of them for the Commissioners. For the most part, what the Commission is

Attachment: Minutes - January 23, 2024 - Workshop - Waste Pro (4395 : Minutes)

going to see is this rate increase will run out for 13 years; you will see there are 14 years on the spreadsheet. In the initial rate increase it showed a $2.50 increase plus up to 5% CPI for Waste Pro to get that for the first five years and then after that it would drop down to just CPI's. Staff ran the city's rate increase going out the entire time and the purpose of that was for us to continue to build some type of a reserve in that particular fund. That doesn't mean that you have to run that $2.50 after that 13 or 14 years, it just means that on the spreadsheet you ran it out, at any time in advance of or during the process, you may decide right we're not going to…the reserves are healthy enough, we don't feel that we need to continue to do the $2.50 rate increase and you may decide to stop that in year 8 or 10 or year 12 or whatever, it's an option. Mr. Forte stated he is going to let Mr. Redman talk a little bit about the four spreadsheets with the Commissioners at this time. At the end of the meeting security two things that he would like direction on. One is with regards to this discussion, the Commission is going to have three options. The first option is to take the proposal that's in front of them and maybe it needs a couple of tweaks and they direct the staff to bring it back at a at a near future meeting for formal decision making. The second option is there's a lot more questions that need to be answered and the Commission directs staff to continue to work with Mr. Redman and Mr. Dolan and come back at another work session with more information. The third option is they do nothing. The Commission may decide that the city will go ahead and increase its rates but we do nothing with Waste Pro and the city goes out to bid in 3 years and see what the open market does. The risk with that is not knowing what the open market is going to be in three years. As a conservative manager, his concern is it's always going to be higher but there's a possibility that…he won't say lower but maybe it will be fair. It won't be as drastic of an increase but that's the risk that we have to take and we have to do that with as much information as we possibly can and make some decisions. Mr. Forte turned the presentation of the four spreadsheets over to Mr. Redman to go discuss them at this time with the Mayor and City Commissioners. Mr. Dolan was present as well and spoke briefly on the spreadsheets and was available for any questions that the Mayor or City Commissioners may have.

There was ***consensus*** from the Mayor and City Commissioners to let Mr. Forte know what they would like to do with this at the regular City Commission meeting at the end of the meeting. *The spreadsheets were a part of the agenda packet and available for a copy in the City Clerk's Office.*

(A copy of this workshop in its entirety is available upon request in the City Clerk's Office to be uploaded on a CD or available online on the city's YouTube channel)

4. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.

Attachment: Minutes - January 23, 2024 - Workshop - Waste Pro (4395 : Minutes)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

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)
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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

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)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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	

7. COMMUNICATIONS

A. City Manager Comments

a.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

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.

Attachment: Minutes - January 23, 2024 - Regular City Commission meeting (4395 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 13, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 1 with Parker Mynchenberg & Associates, Inc., to Include Surveying Services for the 10Th Street Sewer Main Extension Project in an Amount Not to Exceed $6,237.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-3**
APPLICANT:
PLANNER:

DISCUSSION:

The City entered into an agreement for an appropriations grant to extend the sewer force main at 10th Street further west across Nova Road. To facilitate the grant, the City entered into an engineering support contract with Parker Mynchenberg & Associates to evaluate and provide the design for the approximate 1,500 linear foot run of HDPE force main pipe to a Volusia County proposed development that will have a private lift station and pump sewer to the City of Holly Hill for treatment and disposal. The proposed zoning of the subject parcel will allow for up to 134 new residential units.

Change Order # 1 provides for additional specific sub-surface survey work required to complete the design of the project. The original scope from Parker Mynchenberg & Associates, Inc. did not anticipate this complex survey which is required to expedite the grant project. Change Order #1 in attached under “Exhibit A”.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., on January 25, 2022 for a term of five (5) years with (2) (1) year renewal options.

Change Order No. 1 increases the engineering cost by $6,237.00 for the project. The original scope of services was $47,700.00 with survey for the professional consultant services has been budgeted in account number 407-8110-580-6300 and Project Code 24-WW-07. The new total for Engineering and Survey is $53,937.00. Florida State Legislative action has awarded the City funding to complete the extension of sewer services across Nova Road in the amount of $1,360,000. The State funding is anticipated to fund the engineering with the additional survey

as well as all construction.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 1 with Parker Mynchenberg & Associates, Inc., to include surveying services for the 10th Street Sewer Force Main Extension Project in an amount Not to Exceed $6,237.00.

COMMISSION GOALS:

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:

AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 1 WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO INCLUDE SURVEYING SERVICES FOR THE 10th STREET SEWER FORCE MAIN EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $6,237.00.

ATTACHMENTS:

- Exhibit A – Engineering Change Order No 1 (PDF)

Resolution No. 2024-3

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO INCLUDE SURVEYING SERVICES FOR THE 10TH STREET SEWER MAIN EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $6,237.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO INCLUDE SURVEYING SERVICES FOR THE 10TH STREET SEWER MAIN EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $6,237.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to extend the sewer force main at 10th Street further west across Nova Road; and

WHEREAS, the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., for this project on September 26, 2023 through Resolution No 2023-R-46; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has provided change order No. 1 for $6,237.00 to include subsurface surveying required to complete their engineering design.

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 does hereby authorize the City Manager to execute Change Order Number 1 Parker Mynchenberg & Associates, Inc., to include surveying services for the 10th Street Sewer Main Extension Project in an amount not to exceed $6,397.00; bringing the total cost of engineering/CEI to $53,937.00.

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of FEBRUARY, 2024.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

January 22, 2024

Mr. Antoine Khoury
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Via email: akhoury@hollyhillfl.org

Re: CITY OF HOLLY HILL – 10TH STREET SEWER EXTENSION
Change Order #1

Dear Mr. Khoury:

We are pleased to offer the Professional Engineering Change Order #1 for the 10th Street Sewer Extension. The project includes extending a force main further west across Nova Rd. This is approximately 1,500 LF of HDPE force main installed by directional drill. The sewer service will be for proposed development in the County that will have a private lift station and pump sewer to the City of Holly Holl for treatment and disposal. The proposed zoning of the subject parcel will allow for up to 134 new residential units.

During the survey phase for this project it was apparent that there are a lot of underground utilities that are not located with above ground markers. Due to the fact that the proposed pipeline will be within Volusia County, FDOT and City rights-of-way we are recommending SUE Locates to identify the below ground utilities that are existing in this corridor. The SUE Locates will be performed by SSMC in accordance with the attached proposal.

The Scope of Work is as follows:

PART A – SUBCONSULTANTS

1. Subconsultant allowance for SUE Locates. Subconsultant cost will be billed at actual cost plus 5%.

Not included in the above Scope of Work are as follows:

1. Permit application and fees (to be borne by the Owner).
2. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
3. Preparation of Easement Sketch and Legal Descriptions (if required).
4. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
5. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
6. Preparation of Signage Plans (to be provided by architect or sign company).
7. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
8. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
9. Preparation and assistance associated with LEED design certification.
10. Title Opinion.
11. Traffic Studies (to be prepared by Traffic Engineer) (if required).
12. Preparation of Environmental Reports (if required by the County/SJRWMD).
13. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
14. Preparation of Structural Permit Applications.
15. Preparation of Colored Renderings.
16. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design.

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

(to be prepared by an Electrical Engineer).
17. Gopher Tortoise Survey or Permitting Relocation.
18. Preparation of an Endangered and Threatened Species Report.
19. Onsite Construction supervision.
20. Electrical Service or Distribution Design (by Electrical Engineer).
21. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
22. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
23. Traffic Fair Share Agreement.
24. Sanitary Pump Station Design and Permitting (if required).
25. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
26. Required bacteriological testing in conjunction with water main clearance (if required).
27. Bidding
28. Construction Phase Services
29. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work.)

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

PART A – SUBCONSULTANTS:	**$**	**6,237.00**
TOTAL:	**$**	**6,237.00**

SIX THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND 00/100

Please note that miscellaneous expenses such as reproducibles, mileage, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the ***Hourly Rate Schedule*** included with this proposal.

After reviewing this proposal, if it meets with your approval, please execute the ***Professional Service Agreement*** and return to me as the Notice to Proceed. Please feel free to call with any questions you may have concerning this proposal or the project in general.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

PROFESSIONAL SERVICES AGREEMENT

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE SERVICES IDENTIFIED IN THE DETAILED SCOPE OF WORK.

FEE BASIS

☒ Schedule of Hourly Rates Attached
☒ Miscellaneous Expenses
☒ Lump Sum Not to Exceed Fee

PAYMENT BASIS

☒ Monthly
☐ At time of Completion
☐ Retainer Required: $ N/A

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of $1,000,000. or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1.5% per month (18% per annum). This service charge shall be applied to the total outstanding balance due.

VENUE and COST OF LITIGATION

On all amounts not paid within 30 days from the date of invoice, the Client shall be responsible for all collection costs, including but not limited to Attorney's fees. In the event of a fee dispute, venue of any litigation to resolve said dispute shall be in Volusia County, Florida. Reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the proposal.

Work shall commence upon execution of the Professional Services Agreement.

FOR: PARKER MYNCHENBERG & ASSOCIATES, INC.

BY: _____
Parker Mynchenberg, President

DATE: 01/22/2024

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

HOURLY RATE SCHEDULE

Principal Engineer	$300.00/hour
Senior Project Engineer	$250.00/hour
Landscape Architect	$250.00/hour
Project Engineer	$175.00/hour
Senior CAD Technician	$150.00/hour
CAD Technician	$130.00/hour
Administrative	$ 55.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24”x36”	$2.00/ea.
30”x42”	$3.00/ea.
36”x48”	$4.00/ea.
42”x60”	$6.00/ea.

REPRODUCIBLES

Mylar	$20.00/ea.

COPIES

8.5”x11”	$0.25/ea.
8.5”x14”	$0.35/ea.
11”x17”	$0.40/ea.
Color	$1.50/ea.

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

SSMC™
SUE • SURVEY • GIS

January 19, 2024

VIA EMAIL: akhoury@hollyhillfl.or
CC: klee@parkermynchenberg.cor

Mr. Antoine Khoury, PE | City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117
O. 386.248.9463

RE: Holly Hill 10th St Sewer Extension
10th Street, From Rosalie Drive to Grand Hickory Circle, Holly Hill, Fl 32117
Section 37, Township 15 South, Range 32 East, Volusia County, Florida

Dear Mr. Khoury,

PROJECT STATEMENT: We are pleased to submit our proposal for Utility Services on the above-referenced project. It is ou understanding that City of Holly Hill requires a Subsurface Utility Designation to support the design of the Holly Hill 10th S Sewer Extension Project. The specific area is identified on Attached exhibit. We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines gravity sewer lines and irrigation of the full right-of-way as shown in **red** on the attached exhibit provided by Parke Mynchenberg & Associates, Inc. via email on January 11, 2024.

OPTIONAL SURVEY:
For an additional fee, an option that is available is the location of all utility data using GPS or conventional surveying equipment, with control furnished by the client.

DELIVERABLE
The final product will be a field manifest.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at ou then current hourly rates.

UTILITY TERMS AND CONDITIONS
City of Holly Hill agrees to abide by the Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, an regulations that pertain to the services provided.

City of Holly Hill **MUST** provide Southeastern Surveying and Mapping Corporation (SSMC) all plans and records for this site prior to the commencement of field efforts **AND** review plans with SSMC technician. SSMC will rely on the accuracy of such plans and records and will notify City of Holly Hill if there are any patently or reasonably identifiable defects in the documents prior to performing services. City of Holly Hill representative will be responsible for reviewing plans with SSMC technician and indicate what utility structure are expected to be encountered and where.

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

SSMC shall review the site conditions with the use of a Ground Penetrating Radar (GPR) in the presence of City of Holly Hil Authorized Representative based upon the plans and records provided.
City of Holly Hill is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar and Electronic Line Locating Equipment, as needed. Additional research will only be conducted by SSMC if requested in writing by City of Holly Hill.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficien Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm tha no other subsurface utility is possibly undetected by these efforts.

SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative t the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate th utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in th event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessar defense costs to the extent caused by SSMC's negligence.

PROJECT TIMELINE:
We anticipate the completion of the above-described work within **six (6) weeks** after receipt of a written notice to proceed

EXPENSES AND FEES
Our fee for this project will be as follows:

Subsurface Utility Designation: **$ 5,940.00**

PAYMENT TERMS:
Payment is expected within **thirty (30) days** from the date of the invoice.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, pape checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee c 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,

Grozio E. Blevins
Utility Division Project Manager

GEB.CRE

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

If the above scope, period of service, and method of compensation meets with your approval, please have an authorize person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed alon with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of th proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

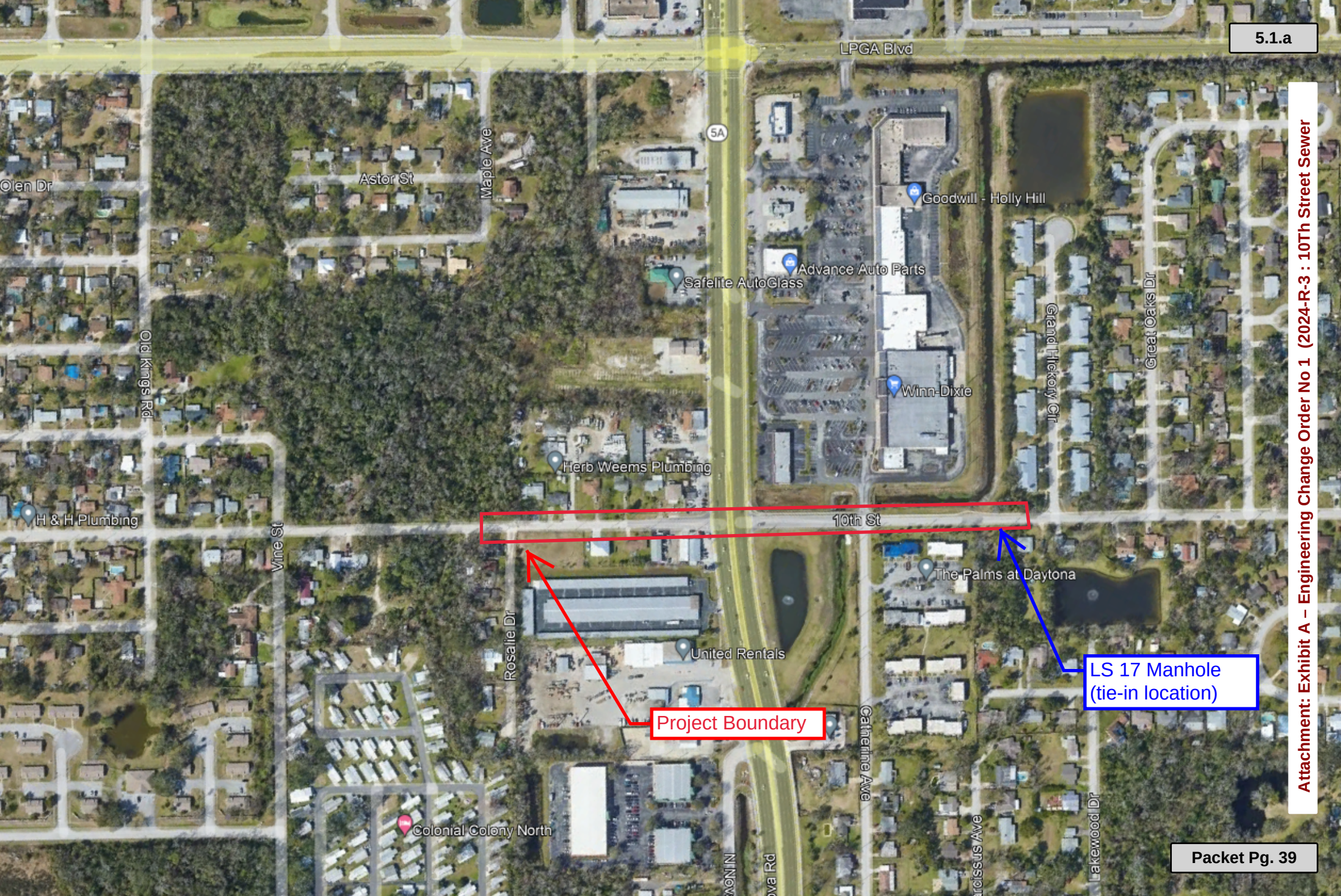
INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer Extension - Change Order No. 1)



Attachment: Exhibit A – Engineering Change Order No 1 (2024-R-3 : 10Th Street Sewer

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 13, 2024**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving the Purchase of 25 Laptops with Accessories at a Cost of $100,312.50 to Empire Computing and Consulting, Inc., and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-8**
APPLICANT:
PLANNER:

DISCUSSION:

Laptops in the Police Department have reached their 5 year in service use and items such as hard drives are beginning to fail. It has been the city's practice to replace the lap tops when the reach this point in their useful life there, it is the staff's intent to replace twenty-five laptops to include installing a dedicated mount for the laptops to be purchased. The staff will make the purchase using a Piggy Back of the OMNIA Partners, National Cooperative Purchasing Alliance (NCPA). NCPA Contract #01-97 attached.

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 the 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:

This is budgeted in the Machinery and Equipment line item 001-1306-516-6400.

STAFF RECOMMENDATION:

Recommend approval for the Piggy Back purchase of twenty-five laptops under the OMNIA Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVING THE PURCHASE OF 25 LAPTOP COMPUTERS WITH ACCESSORIES AT A COST OF $100,312.50 TO EMPIRE COMPUTING AND CONSULTING, INC., UTILIZING THE OMNIA (NCPA) PIGGYBACK AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME. NCPA CONTRACT #01-97.

ATTACHMENTS:

- Empire Computing & Consulting Quote - 25 Laptops (PDF)
- NCPA-Extension-letter-July-2024 (PDF)
- NCPA 01-97 (PDF)

Resolution No. 2024-8

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF 25 LAPTOPS WITH ACCESSORIES AT A COST OF $100,312.50 TO EMPIRE COMPUTING AND CONSULTING, INC., 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 PURCHASE OF 25 LAPTOPS WITH ACCESSORIES AT A COST OF $100,312.50 TO EMPIRE COMPUTING AND CONSULTING, INC., UTILIZING THE OMNIA (NCPA) PIGGYBACK AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill budgeted to purchase 25 laptops in the 2023/2024 budget year.

WHEREAS, National Cooperative Purchasing Alliance has an agreement with OMNIA Partners that can be used to piggyback the purchase.

WHEREAS, Empire Computing and Consulting, Inc., is a competitive product under the OMNIA Agreement in the amount of $100,312.50.

WHEREAS, 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 the 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.); and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the OMNIA Partners, 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: That the City Commission of the City of Holly Hill approves the purchase of 25 laptops with Empire Computing and Consulting, Inc., utilizing the OMNIA (NCPA) piggyback agreement, in the amount of $100,312.50, and authorizes the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 13th day of FEBRUARY, 2024.

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	[illegible]
Quote Date:	1/18/2024
Page:	
Customer #:	73

Quoted To:
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Valid Through: 1/31/2024

Phone: 386-248-9459	Cust PO: Getac/Holly Hill	Terms:
Reference: Holly Hill	Ship Via: Ground	Salesperson: PETEM

Stock Code	Description	Quantity	Price	Extende
GE-SVSREXT1Y	Extended Warranty - Laptop (Year 4)-For Semi-Rug	25.00	155.73	3,893.2
GAD2X8	GETAC : Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	25.00	95.69	2,392.2
OHHGTC619	GETAC : S410 Havis Vehicle Dock w/o RF (black) vehicle adapter sold separate	25.00	955.26	23,881.5
FREIGHT		1.00	95.00	95.0
ST476AQASJXX	GETAC:S410G5: i7-1360P, WinHello, Win11+16GB, 256GB PCIe SSD, SR FHD LCD+TS+Stylus, Backlit KBD, WIFI+BT+4G+GPS+PT, TB4, 3 Yr Li	25.00	2,802.02	70,050.5

NCPA Contract #01-97

SubTotal:	100,312.5
Tax:	0.0
Shipping:	0.0
Total:	100,312.5

Attachment: Empire Computing & Consulting Quote - 25 Laptops (2024-R-8 : Empire Computing and Consulting, Inc. - Quote for 25 Laptops)

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, September 1st, 2021

SYNNEX Corporation
ATTN: Daniel T. Brennan
39 Pelham Ridge Drive
Greenville, SC 29615

Re: Annual Renewal of NCPA contract #01-97

Dear David:

Region XIV Education Service Center is happy to announce that SYNNEX Corporation has been awarded an annual contract renewal for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2024, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Attachment: NCPA-Extension-letter-July-2024 (2024-R-8 : Empire Computing and Consulting, Inc. - Quote for 25 Laptops)

Attachment: NCPA 01-97 (2024-R-8 : Empire Computing and Consulting, Inc. - Quote for 25 Laptops)

NCPA (National Cooperative Purchasing Alliance) 01-97 Advanced Technology Solutions Aggregator
(https://www.ncpa.us/)

NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are awarded based on quality, performance, and most importantly pricing.

NCPA contracts are available for use to over 90,000 agencies nationwide in both the public and nonprofit sectors including: K-12, Higher Education, City, County, State, Healthcare, Church/Religious and all Non-profit organizations.

Authorized Dealer Program

TD SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of TD SYNNEX , subject to the following requirements:

- Reseller must have a current account in good standing at TD SYNNEX and signed Dealer Agreement. To participate, please send request to Contracts@tdsynnex.com (mailto:Contracts@tdsynnex.com).
- Dealer quote will include the NCPA contract price and your cost from TD SYNNEX .
- Enduser pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to TD SYNNEX . Quotes can be obtained at NCPA@tdsynnex.com (mailto:NCPA@tdsynnex.com).
- Both the End user and Dealer POs should reference the NCPA Contract number (NCPA 01-97). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- TD SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

- Reseller must submit a report of all sales, or a zero sales report, by the 5th of each month through our reporting portal here (https://www.synnexcorp.com/us/govsolv/monthly-contract-reporting/).

NCPA Contract Extension Letter (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2022/07/NCPA-Extension-letter-July-2024.pdf)

Authorized Resellers (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2023/11/OMNIA-01-97-Authorized-Reseller-Listing-Dec23-Jan-24.xlsx)

NCPA Membership (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2022/02/NCPA-Monthly-Membership.xlsx)

NCPA Terms and Conditions (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2022/10/NCPA-Terms-and-Conditions.pdf)

NCPA SYNNEX Services (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2022/03/NCPA-SYNNEX-Services-MSRP-NTE-Discounts-3-2-22-1.pdf)

NCPA Pricing Calculator (https://www.synnexcorp.com/us/govsolv/synnex-catalog-contract-pricing-calculator/)

Reach out to your dedicated Public Sector Specialist listed on the **Public Sector Contracts Team Map (https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2023/06/Contract-Specialist-Map-6.22.pdf)** for help with our Contracts.

The NCPA 01-97 Contract covers all vendor product lines available at TD SYNNEX . TD SYNNEX' and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract. Please reach out to NCPA@TDSYNNEX.com for assistance.



(https://ec.synnex.com/ecx/)

Attachment: NCPA 01-97 (2024-R-8 : Empire Computing and Consulting, Inc. - Quote for 25 Laptops)



(https://www.synnexcorp.com/us/govsolv/wp-content/uploads/sites/9/2016/04/Field-Services-e-rate.pdf)

Legal Information (https://www.synnexcorp.com/legal-information/)

Privacy Policy (https://www.tdsynnex.com/us/en/privacy.html)

Environmental Policy (https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXEnvironmentalPolicy.pdf)

Qualilty Policy (https://www.synnexcorp.com/us/wp-content/uploads/sites/64/2017/09/SYNNEXQualityPolicy.pdf)

Terms & Conditions (https://www.tdsynnex.com/us/en/terms-and-conditions.html)

Accessibility (https://www.tdsynnex.com/us/en/accessibility-statement.html)

Copyright Policy (https://www.synnexcorp.com/copyright-policy/)

Attachment: NCPA 01-97 (2024-R-8 : Empire Computing and Consulting, Inc. - Quote for 25 Laptops)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 13, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Sawcross, Inc., for the Construction of the 3Rd Biological Treatment Unit and Influent Headworks Modifications at a Cost of $8,971,000.00 and Authorizing the City Manager to Execute an Affiliated Budget Amendment; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-9**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill was awarded an American Rescue Plan Act (ARPA) grant in the amount of $6,189,048. This grant was executed through the State of Florida Division of Emergency Management Coronavirus Local Fiscal Recovery Fund on August 16, 2021. The city received the first half of this grant on September 28, 2021 valued at $3,094,524. City Resolution 2022-R-33 amended the City's Utility Capital Projects to include this grant for the purchase and installation of a third Biological Treatment Unit (BTU) at the Wastewater Treatment plant.

Following the posting of this project for construction, the City received four (4) bids for 3rd BTU and Influent Headworks Modifications on January 9, 2024. After the review of bids received, Mead & Hunt, the Engineer of Record for this project, has issued a Recommendation of Award. This Recommendation of Award is attached as "EXHIBIT A".

The Base Bids with Options ranged from a high bid of $11,772,320.00 to a low bid of $8,971,000.00, with the three (3) low bidders being very competitive with only a 4% difference in price. Sawcross, Inc., was the lowest bid with options with only 1% separating them form the next lowest bidder. Sawcross Inc's., bid submittal for the WWTP 3RD BTU & Influent Headworks Modifications project is attached as "EXHIBIT B".

Unfortunately, even with competitive bids, the construction costs were significantly higher than the ARPA funding and will require a budget amendment to implement the improvements. A budget amendment request is attached as "EXHIBIT C".

The design goals of the improvements are to increase resilient treatment capacity with 3rd BTU, improve equalization basin efficiency, provide a new and improved screen for the headworks and upgrades outdated chemical feed systems. The operational and

sustainability benefits are required to help ensure effluent reuse (reclaimed water) standards are maintained as the utility transitions away from the river discharge currently used as primary disposal of effluent in compliance with Senate Bill 64 (SB 64). SB 64 requires all utilities with river discharge to move to a minimum of 90% reclaimed reuse by year 2032.

FISCAL ANALYSIS:

The City was awarded $ 6,189,048 in ARPA funding with the State of Florida Division of Emergency Management Coronavirus Local Fiscal Recovery Fund on August 16, 2021. The cost of engineering for this project was $736,000.00, leaving a remaining balance of $5,453,048 to fund the treatment plant improvements. A budget amendment to defer $3,518,012.00 in other fiscal year 2023/24 capitals projects is needed to fund the 3rd BTU improvements bid valued at $8,971,000.00. A summary of the budget amendment is provided below:

CIP Project #	Description	FY 23/24 Budget	Deferred CIP	Justification
22WA03	Annual Water Main replacements	$ 290,626	$ (290,626)	Delay Project.
22WW02	Force Main 10" under canal	$ 350,000	$ (350,000)	Delay Project
22WW06	Compliance with SB # 64	$ 1,785,000	$ (1,301,378)	Fund FY 23/24 only
23WA04	3rd St-Gibbons to Eddie Main Replace $413,866	$ (293,066)		FY 23/24 Engineering only
24WA01	Clearwell Improvements	$ 1,492,300	$ (719,368)	Reduce Project Scope
24WA05	W Main Repl. 3rd/Cavanah/FL	$ 763,574	$ (563,574)	FY 23/24 Engineering only
	Total	$ 5,095,366	$ (3,518,012)	

City Staff, with the help of Mead & Hunt, are actively seeking state appropriations and other State and Federal grants to replace diverted capital monies listed in the budget amendment to fund the 3rd BTU project and augment additional future financial monies required to comply with SB 64.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City manager enter into a construction agreement with Sawcross, Inc. for the 3rd BTU & Influent Headworks Modifications project and approve Budget Amendments to facilitate funding required for the project.

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:

APPROVE SAWCROSS, INC., AS THE LOWEST, MOST QUALIFIED CONTRACTOR TO CONSTRUCT THE 3RD BTU & INFLUENT HEADWORKS MODIFICATIONS PROJECT WITH OPTIONS, APPROVE THE AFFILIATED BUDGET AMENDMENT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Engineer Recommendation of Award (PDF)
- Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (PDF)
- Exhibit C - Budget Amendment Request (PDF)

Resolution No. 2024-9

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAWCROSS, INC., FOR THE CONSTRUCTION OF THE 3RD BIOLOGICAL TREATMENT UNIT AND INFLUENT HEADWORKS MODIFICATIONS AT A COST OF $8,971,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AFFILIATED BUDGET AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAWCROSS, INC. FOR THE CONSTRUCTION OF THE 3rd BIOLOGICAL TREATMENT UNIT AND INFLUENT HEADWORKS MODIFICATIONS AT A COST OF $8,971,00.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AFFILIATED BUDGET AMENDMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised to solicit proposals for the 3rd BTU and Influent Headworks Modifications Project ITB No. 22-WW-08 on November 3, 2023; and

WHEREAS, four (4) contractors submitted responsive bids for this project on January l9, 2024; and

WHEREAS, Sawcross, Inc., proposed the lowest and most responsible bid with options to construct the improvements at a cost of $8,971,000.00; and

WHEREAS, the capital project is to be funded with $5,453,048.00 in remaining APRA funds as approved through Resolution No. 2022-R-33; and

WHEREAS, adjustments to project budgets have been recommended in order to fund a capital budget in the amount of $3,518,012 to fund the balance of this project.

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 does hereby award the contract to Sawcross, Inc., as the lowest responsive/responsible bidder and authorize the City Manager to enter into an agreement with Sawcross, Inc., to provide for the Construction of the 3rd Biological Treatment Unit and Influent Headworks Modifications in

the amount of $8,971,000.00.

SECTION 2. That the City Commission of the City of Holly Hill does hereby authorize the City Manager utilize the remaining $5,453.048.00 in ARPA funds and approve a budget amendment in the amount of $3,518,012 to fund this project.

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 13th day of FEBRUARY, 2024.

Mead & Hunt

January 25, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

RE: WWTP 3RD BTU AND INFLUENT HEADWORKS MODIFICATIONS, ITB NO. 22-WW-08
RECOMMENDATION OF AWARD

Dear Mr. Khoury,

The City received four (4) bids on the above referenced project on January 9, 2024. Sawcross, Inc., of Jacksonville, Florida was the low bidder with a base bid totaling $7,391,00.00, plus Alternates 1A-1E totaling $1,580,000.00, for a grand total of $8,971,000.00 (bid tabulation attached). We recommend proceeding with the Base Bid plus alternates, in lieu of the base bid only.

This recommendation is based upon the significant operational improvements offered by the equalization basin, headworks and chemical feed upgrades included with the alternates. The operational and sustainability benefits obtained with inclusion of alternates is in the City's best interest. Specifically, the resilience improvements help ensure reclaimed water reuse standards are maintained as the utility transitions away from the river discharge in compliance with SB 64. It also includes the cost of complying with additional grants, which we are optimistic about receiving.

We have worked with Sawcross, Inc. on projects of a similar nature in the past. Therefore, we recommend that the City award this project, in its entirety, to Sawcross, Inc. in the total amount of $8,971,000.00. Thank you for this opportunity to continue to be of service.

Sincerely,

Brad T. Blais, PE
VP/ Client Manager

BTB:bf
Cc: Josef Grusakis, Deputy Director Public Works-Utilities
Attachment: Bid Tabulation

Attachment: Exhibit A - Engineer Recommendation of Award (2024-R-9 : 3Rd BTU and Influent Headworks Modifications)

CITY OF HOLLY HILL
WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS ITB NO. 22-WW-08
BID TABULATION
January 9, 2024

BASE BID ITEM NO.	Description	Qty	Unit	SGS CONTRACTING SERVICES, INC. High Springs, FL		SAWCROSS, INC. Jacksonville, FL		L7 CONSTRUCTION, INC. Longwood, FL		PWC JOINT VENTURE, LLC Fort Myers, FL	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	$ 200,000	$ 200,000	$ 150,000	$ 150,000	$ 90,000	$ 90,000	$ 470,000	$ 470,000
2	Preconstruction Video	1	LS	$ 100	$ 100	$ 2,000	$ 2,000	$ 4,000	$ 4,000	$ 2,500	$ 2,500
3	Demolition	1	LS	$ 50,000	$ 50,000	$ 60,000	$ 60,000	$ 2,000	$ 2,000	$ 50,000	$ 50,000
4	Sitework	1	LS	$ 150,000	$ 150,000	$ 450,000	$ 450,000	$ 100,000	$ 100,000	$ 728,000	$ 728,000
5	Mechanical (Pipes, Valves, Fittings)	1	LS	$ 500,000	$ 500,000	$ 940,000	$ 940,000	$ 560,000	$ 560,000	$ 1,900,000	$ 1,900,000
6	3rd BTU Orbal Basin Structure	1	LS	$ 4,300,000	$ 4,300,000	$ 4,100,000	$ 4,100,000	$ 4,780,000	$ 4,780,000	$ 4,476,730	$ 4,476,730
7	3rd BTU Orbal Basin Mechanical and Equipment	1	LS	$ 800,000	$ 800,000	$ 600,000	$ 600,000	$ 610,000	$ 610,000	$ 800,000	$ 800,000
8	Internal Recycle Pump	1	EA	$ 110,000	$ 110,000	$ 110,000	$ 110,000	$ 140,000	$ 140,000	$ 120,000	$ 120,000
9	Miscellaneous Metals	1	LS	$ 150,000	$ 150,000	$ 30,000	$ 30,000	$ 130,000	$ 130,000	$ 150,000	$ 150,000
10	Flow Meters at Existing BTUs	2	EA	$ 25,000	$ 50,000	$ 25,000	$ 50,000	$ 7,000	$ 14,000	$ 30,000	$ 60,000
11	Electrical	1	LS	$ 750,000	$ 750,000	$ 650,000	$ 650,000	$ 700,000	$ 700,000	$ 750,000	$ 750,000
12	SCADA and Instrumentation	1	LS	$ 31,600	$ 31,600	$ 60,000	$ 60,000	$ 105,000	$ 105,000	$ 25,000	$ 25,000
13	Permit Allowance	1	LS	$100,000	$ 100,000	$100,000	$ 100,000	$100,000	$ 100,000	$100,000	$ 100,000
14	Unsuitable Materials	2700	CY	$ 50	$ 135,000	$ 30	$ 81,000	$ 40	$ 108,000	$ 100	$ 270,000
15	Submit Certified As-Built Drawings	1	LS	$ 1,000	$ 1,000	$ 8,000	$ 8,000	$ 4,000	$ 4,000	$ 15,000	$ 15,000
	TOTAL BASE BID AMOUNT				**$ 7,327,700**		**$ 7,391,000**		**$ 7,447,000**		**$ 9,917,230**
BID ALTERNATIVES (To be determined by City)											
ITEM											
NO.	Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1A	Equalization Basin Modifications										
	a-1 Demolition	1	LS	$ 25,000	$ 25,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 23,000	$ 23,000
	a-2 Grit Removal	10,000	CF	$ 20	$ 200,000	$ 40	$ 400,000	$ 23	$ 230,000	$ 33	$ 330,000
	a-3 Aeration Mixing System	1	LS	$ 546,000	$ 546,000	$ 300,000	$ 300,000	$ 510,000	$ 510,000	$ 454,000	$ 454,000
	SUB-TOTAL ITEM 1A				**$ 771,000**		**$ 720,000**		**$ 760,000**		**$ 807,000**
1B	Influent Structure Modifications										
	b-1 Demolition	1	LS	$ 5,000	$ 5,000	$ 20,000	$ 20,000	$ 15,000	$ 15,000	$ 60,000	$ 60,000
	b-2 Perforated Plate Screen and Gate Modifications	1	LS	$ 530,000	$ 530,000	$ 520,000	$ 520,000	$ 600,000	$ 600,000	$ 550,000	$ 550,000
	b-3 Electrical and Instrumentation	1	LS	$ 25,000	$ 25,000	$ 20,000	$ 20,000	$ 40,000	$ 40,000	$ 25,000	$ 25,000
	SUB-TOTAL ITEM 1B				**$ 560,000**		**$ 560,000**		**$ 655,000**		**$ 635,000**

Attachment: Exhibit A - Engineer Recommendation of Award (2024-R-9 : 3Rd BTU and Influent Headworks Modifications)

CITY OF HOLLY HILL
WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS ITB NO. 22-WW-08
BID TABULATION
January 9, 2024

1C	New Chemical Feed System										
	c-1 Chemical Feed Skid and Storage Tanks	1	LS	$ 215,000	$ 215,000	$ 150,000	$ 150,000	$ 190,000	$ 190,000	$ 225,000	$ 225,000
	c-2 Electrical and Instrumentation	1	LS	$ 25,000	$ 25,000	$ 20,000	$ 20,000	$ 30,000	$ 30,000	$ 23,000	$ 23,000
	SUB-TOTAL ITEM 1C				**$ 240,000**		**$ 170,000**		**$ 220,000**		**$ 248,000**
1D	Chemical Storage Gravity Drain	1	LS	$ 25,000	$ 25,000	$ 20,000	$ 20,000	$ 13,000	$ 13,000	$ 25,000	$ 25,000
	SUB-TOTAL ITEM 1D	**$**			**25,000**		**$ 20,000**		**$ 13,000**	**$**	**25,000**
1E	Federal Funding Requirements	1	LS	$ 120,000	$ 120,000	$ 110,000	$ 110,000	$ 212,000	$ 212,000	$ 140,000	$ 140,000
	SUB-TOTAL ITEM 1E				**$ 120,000**		**$ 110,000**		**$ 212,000**		**$ 140,000**

Attachment: Exhibit A - Engineer Recommendation of Award (2024-R-9 : 3Rd BTU and Influent Headworks Modifications)

ORIGINAL

SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS
ITB NO. 22-WW-08
(To be completed in Duplicate)

Bidder's Name: Sawcross, Inc.

Submitted: January 9, 2024

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS",** for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. Bid award shall be based upon the City selected combination of base bid and selected alternates. Bid shall be awarded to the lowest, responsive, responsible bidder based upon review and approval of all required submittals, attachments and prequalified criteria.

The base bid total is:

Seven million three hundred ninety-one thousand Dollars
(In Words)

$ 7,391,000.00 (In Figures)

Bid alternate 1A is:

Seven hundred twenty thousand Dollars
(In Words)

$ 720,000.00 (In Figures)

Bid alternate 1B is:

Five hundred sixty thousand Dollars
(In Words)

$ 560,000.00 (In Figures)

Bid alternate 1C is:

One hundred seventy thousand Dollars
(In Words)

$ 170,000.00 (In Figures)

Bid alternate 1D is:

Twenty thousand Dollars
(In Words)

$ 20,000.00 (In Figures)

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Bid alternate 1E is:

One hundred ten thousand _____ Dollars
(In Words)

$ 110,000.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **540 calendar days** and final completion within **30 calendar days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the stated completion times stipulated above, the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holy Hill's Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items:

Section	Description	Manufacturer
33 36 32.36	Prestressed Concrete Storage Tank (Ox Ditch)	a. CROM b. Precon
43 32 69	Metering Pumps and Skid Systems	a. Guardian Equip.
46 53 00	Biological Nutrient Removal Process and Equipment	a. Evoqua
46 51 16.01	Jet Aspirating Mixing Equipment	a. Fluidyne
46 21 53	Perforated Plate Screens	a. SAVECO

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

ALTERNATE MANUFACTURERS/SUPPLIERS

	EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

1/9/2024

Name (signature) Date

Mark Hickinbotham

Name (typed and printed)

President

Title

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 11/27/23
Addendum No. 2 Dated: 12/6/23
Addendum No. 3 Dated: 12/12/23
Addendum No. 4 Dated: 12/21/23
Addendum No. _____ Dated:
Addendum No. _____ Dated:

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Attached hereto is a cashier's check on the N/A Bank of N/A or Bid Bond for the sum of ***FIVE PERCENT OF AMOUNT OF BID*** Dollars ($ ---5%---), made payable to City of Holly Hill (Owner).

Sawcross, Inc.
(Name of Bidder) (Affix Seal)

Mark Hickinbotham
(Signature of Officer)

President
(Title of Officer)

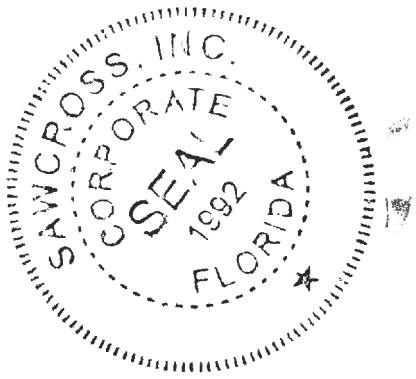
Sawcross, Inc.
Name of Bidder

10970 New Berlin Road
Address

Jacksonville, FL 32226
City/State/Zip

904-751-7500
Telephone

CGC036203
Contractor's Florida License Number



The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Mark Hickinbotham, President/Treasurer of Sawcross, Inc. -

Frances Hickinbotham, Vice President/Secretary of Sawcross, Inc. -

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL
WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS
ITB NO. 22-WW-08

BASE BID ITEM NO.	Description	Qty	Unit	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	$150,000.00	$150,000.00
2	Preconstruction Video	1	LS	$2,000.00	$2,000.00
3	Demolition	1	LS	$60,000.00	$60,000.00
4	Sitework	1	LS	$450,000.00	$450,000.00
5	Mechanical (Pipes, Valves, Fittings)	1	LS	$940,000.00	$940,000.00
6	3rd BTU Orbal Basin Structure	1	LS	$4,100,000.00	$4,100,000.00
7	3rd BTU Orbal Basin Mechanical and Equipment	1	LS	$600,000.00	$600,000.00
8	Internal Recycle Pump	1	EA	$110,000.00	$110,000.00
9	Miscellaneous Metals	1	LS	$30,000.00	$30,000.00
10	Flow Meters at Existing BTUs	2	EA	$25,000.00	$50,000.00
11	Electrical	1	LS	$650,000.00	$650,000.00
12	SCADA and Instrumentation	1	LS	$60,000.00	$60,000.00
13	Permit Allowance	1	LS	$100,000	$100,000
14	Unsuitable Materials	2700	CY	$30.00	$81,000.00
15	Submit Certified As-Built Drawings	1	LS		$8,000.00
	TOTAL BASE BID AMOUNT				**$7,391,000.00**
BID ALTERNATIVES (To be determined by City)					
ITEM NO.	Description	Qty	Unit	Unit Cost	Total
1A	Equalization Basin Modifications				
	a-1 Demolition	1	LS	$20,000.00	$20,000.00
	a-2 Grit Removal	10,000	CF	$40.00	$400,000.00
	a-3 Aeration Mixing System	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL ITEM 1A				**$720,000.00**
1B	Influent Structure Modifications				
	b-1 Demolition	1	LS	$20,000.00	$20,000.00
	b-2 Perforated Plate Screen and Gate Modifications	1	LS	$520,000.00	$520,000.00
	b-3 Electrical and Instrumentation	1	LS	$20,000.00	$20,000.00
	SUB-TOTAL ITEM 1B				**$560,000.00**
1C	New Chemical Feed System				
	c-1 Chemical Feed Skid and Storage Tanks	1	LS	$150,000.00	$150,000.00
	c-2 Electrical and Instrumentation	1	LS	$20,000.00	$20,000.00
	SUB-TOTAL ITEM 1C				**$170,000.00**
1D	Chemical Storage Gravity Drain	1	LS	$20,000.00	$20,000.00
	SUB-TOTAL ITEM 1D				**$20,000.00**
1E	Federal Funding Requirements	1	LS	$110,000.00	$110,000.00
	SUB-TOTAL ITEM 1E				**$110,000.00**

Submitted by: Mark Hickinbotham, President
Contractor: Sawcross, Inc.
Address: 10970 New Berlin Rd, Jacksonville, FL 32226
Telephone: 904-751-7500 Fax: 904-751-0600
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Mark Hickinbotham - CGC036203 / CUC056787 License

Revised per Addendum 2

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. **Sawcross,Inc.**

B. Permanent main office address. **10970 New Berlin Rd, Jacksonville, FL 32226**

C. When organized. **July 31, 1992**

D. If a corporation, where incorporated. **State of Florida**

E. How many years have you been engaged in the contracting business under your present firm or trade name? **31 1/2 years**

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **See subsequent list.**

G. General character of work performed by your company. **See letters of recommendation.**

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? **No.**

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. **See attached letter.**

I. Have you ever defaulted on a contract? If so, where and why? **No.**

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. **See subsequent list.**

K. List your major equipment **See subsequent list.**

L. Experience in construction work similar in type to this project. **See project narratives included with secti 00 33 10.**

M. Background and experience of the principal members of your organization, including the officers. **See included resumes.**

N. Credit available: $ **See attached bonding capacity letter.**

O. Give bank reference: **TD Bank, 9715 Gate Pkwy N, Jacksonville, FL 32246 - 904-807-9022 Attn: Cheryl Snyder**

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Yes.**

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Dated at 2:00 pm this 9th day of January, 20 24

Sawcross, Inc.
Name of Bidder

By: Mark Hickinbotham, President
Title

State of Florida

County of Duval

Mark Hickinbotham being duly sworn deposes and says that

he is the President of Sawcross, Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 9th day of January, 20 24.

Notary Public

Mikayla Parker
Notary Public (Print or Type)

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2026

My commission expires: 5/12/26

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SAWCROSS, INC.
CURRENT PROJECT LISTING as of 1/1/2024

	OWNER	ARCHITECT	SAWCROSS, INC. PROJECT MANAGER / SUPERINTENDENT/ SAFETY MANAGER	CONTRACT AMOUNT	PERCENTAGE COMPLETED	PROJECT END DATE
Orlando - Iron Bridge Regional WRF Biosolids System Improvements 601 Iron Bridge Circle, Orlando, FL 32765 Construction of biosolids system improvements comprising of the demolition of existing 2-belt belt filter presses and gravity belt thickeners and associated sludge feed pumps and piping, addition of two new 3-belt belt filter presses and associated sludge feed, thickened sludge transfer, polymer solution feed and washwater pumps, replacing existing three thickened sludge transfer pumps.	City of Orlando, Florida Procurement and Contracts Division 400 South Orange Avenue Orlando, FL 32801 Sudhan Paranjape (407) 213-2491	Carollo Engineering, Inc. 200 East Robinson Street, Suite 1400 Orlando, FL 32801 Peter Holzer (407) 246-3988	PM: David McLaren Superintendent: Shawn Lambert / Josh Howell Safety Manager: Justin Hanson	$15,098,856.52	94%	3/5/2024
Mourning Dove WTP Solids Train Upgrade 2836 Garden Street, Titusville, FL 32796 The project consists of the construction of one gracity thickener, dewatering facility, a thickened lime sludge pumping station, a new recovery pond, civil piping and manholes, piping, siste work, equipment systems, structures, instrumentation, control and electrical systems, and other appurtenances.	City of Titusville, Florida Purchasing & Contracting Administration 555 South Washington Avenue Titusville, FL 32796	Wright-Pierce, Inc. 601 South Lake Destiny Rd, Suite 1400 Maitland, FL 32751 (407) 906-1776	PM: Chase Rachal Superintendent: Charles Troutman Safety Manager: Justin Hanson	$4,432,376.59	99%	1/1/2024
Nassau County - NAU - Amelia Island Booster Pump Station Replacement Base map USGS Amelia Nassau County 7.5 Minute Quadrangle The project consists of furnishing and install 14-in to 42-in ductile iron piping and fittings, chemical injection ponts, vault, and associated piping, with complete critical transitions which includes time sensitive tie-ins and overnight work.	BOCC Nassau County, FL 96135 Nassau Place, Suite 1 Yulee, FL 32097	GAI Consultants, Inc. 131 Riverplace Blvd., Suite 300 Jacksonville, FL 32207	PM: Justin Hanson Superintendent: Gerald Glover Safety Manager: Justin Hanson	$3,556,863.75	93%	3/1/2024
Freeport - Wastewater Treatment Plant 1.5 MGD Expansion 718 Earl Godwin Road, Freeport, FL 32439 The project consists of constructing the expansion of plant capacity from 0.6 to 1.5 MGD in three phases while keeping the existing plant completely operational during construction activities.	City of Freeport, FL 112 FL-20 Freeport, FL 32439 (850) 835-2822	Dewberry Engineers, Inc. 324 Marina Drive Port St. Joe, FL 32456 Philip Jones (850) 227-6559	PM: Mark Hickinbotham Superintendent: Asa Whitehead Safety Manager: Justin Hanson	$29,025,790.31	91%	4/30/2024
Crestview - WWTP Solids handling Improvements 5101 Arena Road, Crestview, FL 32536 The project consists of furnishing and installing a new Biosolids Dewatering Facility, two additional sludge digesters, as wellas other improvements	City of Crestview, Florida City Clerk's Office 198 N. Wilson Street Crestview, FL 32536	Jacobs Engineering Group, Inc. 25 West Cedar Street, Suite 350 Pensecola, FL 32502	PM: Justin Hanson Superintendent: Cliff Newsome Safety Manager: Justin Hanson	$5,108,867.93	75%	2/1/2024
JEA - Cedar Bay WRF Backup Power System 1840 Cedar Bay Road, jacksonville, FL 32218 The project consists of providing permanent backup power to critical loads at the Headworks/Operations Bldg and UV System/Reuse Water PS associated appourtenances. The emergency generator for the Headworks/Operations Bldg will be a 250 kW, 480 V, 3-phase, 60-hertz diesel generator. The emerg. generator for the UV system/reuse water pump station will be a 600 kW, 480 V, 3-phase, 60-hertz diesel generator.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	CH2M Hill Engineers, Inc. Jacobs Engineering Group, Inc. 245 Riverside Ave., Suite 300 Jacksonville, FL 32202	PM: Chase Rachal Superintendent: Jason Oliver Safety Manager: Justin Hanson	$3,264,000.00	95%	1/31/2024
Orlando - Water Conserv II WRF Preliminary Treatment System Improvements 5420 L.B. McLeod Rd., Orlando, FL 32765 Construction of a new preliminary treatment structure; installation of process equip., including but not limited to perforated plate mechanical screens, grit removal equipment, grit separation and classification equip., screening washing and compacting equip., grit pumps, screening conveying sluice channel, pumps, & slide gates; install of new odor control equip.; install of new prelim pump station including pumps & appurtenances; construction of new CMU block electrical building & electrical equipment.	City of Orlando, Florida Procurement and Contracts Division 400 South Orange Avenue Orlando, FL 32801 Kristina Fries (407) 246-3353 kristina.fries@cityoforlando.com	Black & Veatch 201 South Orange Ave #500 Orlando, FL 32801 Roberto Santiago (913) 458-8950 santiagor@bv.com	PM: David McLaren Superintendent: Dirk Lee Safety Manager: Justin Hanson	$15,691,400.00	75%	7/1/2024
JEA - Wilson Blvd. - Class III/IV Pump Station Upgrades 6217 Wilson Blvd., Jacksonville, FL 32210 The project consists of the rehabilitation of the pump stations.Improvements to replace non-functional or inefficient equipment including influent and wet well flow control, and ventilation. Additional improvements are needed for safety including installation of guardrails along the raised loading dock areas.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	Black & Veatch 201 South Orange Ave #500 Orlando, FL 32801	PM: Kevin DiQuisto Superintendent: Jake Rich Safety Manager: Justin Hanson	$5,580,512.70	93%	2/1/2024

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Haskell - JEA - Greenland WRF - Process Piping Systems 11458 Apex Trail, Jacksonville, FL 32256 The project consists of the responsibility for buried process piping, plant grade piping, potable water piping and under-slab piping. Pipe installation shall include but not limited to dewatering, trench excavation, installation, bagging, flush, test, disinfectrion (where required) concrete encasement (where required), backfill and compaction to the existing subgrade elevation. Responsible for the under-slab piping to a point past the end of the encasement which will allow connection the yard pipe.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	Haskell Company 111 Riverside Avenue Jacksonville, FL 32202	PM: Chris Johnson Superintendent: Barry Milam / Justin Williams Safety Manager: Justin Hanson	$18,961,884.15	88%	3/1/2024
JEA - McDuff WTP Refurbishment Project & Norwood WTP Refurbishment Project 1040 McDuff Ave. S., Jacksonville, FL 32205 / 1033 Escambia St., Jacksonville, FL 32208 The project consists of the refurbishment of the McDuff WTP & Norwood WTP to include the removal and replacement of the high service pumps, removal & replacement of the MCC's, installation of variable frequency controllers for the high service pumps, removal & replacement of chlorine analyzers, flow monitoring devices, and refurbishment of the high service pump building.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	CDM Smith 4651 Salisburt Road, Suite 420 Jacksonville, FL 32256 (904) 731-7109	PM: Kevin DiQuisto Superintendent: Jason Oliver Safety Manager: Justin Hanson	$10,790,114.00	63%	12/15/2024
Tallahassee - Biogas Blower Upgrades 4505-B Springhill Road, Tallahasse, FL 32310 The project consists of services needed to upgrade the biogas blower system equipment in the Thoma P. Smith Water Reclamation Facility Digester Gas Equipment Room. The woerk of this project consists of furnishing all labor, equipment and materials for the installation and startup of biogas blower and knockout equipment and associated systems.	City of Tallahassee 300 South Adams Street Tallahassee, FL 32301 (850) 891-1000	Hazen & Sawyer Environmental Engineers & Scientists 2101 Corporate Blvd., Suite 4301 Boca Ratan, FL 33431	PM: Chase Rachal Superintendent: TBD Safety Manager: Justin Hanson	$1,060,000.00	75%	1/31/2024
Sanford - Sanford North WRF Tertiary Filtration System Improvements 1201 W. Seminole Blvd NWRF, Sanford, FL 32771 The project consists ofimproving and ensuring proper filtation and infrastructure reliablity upgrade and repair to be complete.	City of Sanford, Florida 300 North Park Avenue PO Box 1788 OSanford, FL 32771	CPH, Inc. 500 West Fulton Street Sanford, FL 32771 Ben Friese (407) 322-6841	PM: Drew Hickinbotham Superintendent: Josh Saulgozis Safety Manager: Justin Hanson	$3,649,525.78	72%	4/1/2024
JEA - Lofton Oaks WTP Improvements 84262 St Paul Blvd, Yulee, FL 32097 The project consists of implementing improvements to the existing Lofton Oaks WTP to supplement demands within JEA's Nassau Grid. This work will provide and improved water capacity, a new ground storage tank, two new high service pumps, reinstallation of a backup pump, a new bulk sodium hypochlorite storage tank, a new high servie pump building including an electrical room, unisex toilet, a chemical metering roum and chemical storage area.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	Constantine Engineering 100 Center Creek Rd., Suite 108 St. Augustine, FL 320874 (904) 562-2185	PM: Chad Jewell Superintendent: Barrett Milam Safety Manager: Justin Hanson	$5,717,800.00	85%	3/1/2024
JEA - Radio Avenue Wastewater Booster Pump Station 85008 Art Wilson Lane, Yulee, FL 32097 The project consists of theconstructing an In-line booster pump station with two jockey pumps and three high sevie pumps; suction and discharge piping sized to accommodate switching from jockey to high service pups int he future; one emergency diesel engine pump with space for one future emergency diesel engine pump; package submersible drain pump station with one duty pump and one standby pump; prefabricated building for electrical equipment.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	Hazen & Sawyer Environmental Engineers & Scientists 6675 Corporate Center Parkway Jacksonville, FL 32216	PM: Chris Johnson Superintendent: Art Fleming Safety Manager: Justin Hanson	$7,329,150.00	82%	3/1/2024
JEA - District II - Harts Road Wastewater Lift Station 11305 Harts Road, Jacksonville, FL 32218 The project consists of upgrading the lift station with the replacement of the motor control center, transfer switch, programmable logic controiller (PLC), Human-Machine Interface (HMI), controls, and communication equipment. This work will also involve installation of a new precast electric buolding to meet storm resiliency requirements, replacement of three sewer pumps, replacement of piping and valves, replacement of ventilation system, and replacement of lighting.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	CDM Smith 4651 Salisburt Road, Suite 420 Jacksonville, FL 32256 (904) 731-7109	PM: Danny Jenkins Superintendent: James Drummond Safety Manager: Justin Hanson	$4,195,450.00	20%	4/1/2024
JEA - Twin Creeks Pump Station Upgrades 106 County Road 210 W., St. Johns, FL 32259 The project consists of constructing a new Primary Booster Pump Station including pumps, piping, valves, and accessories. Furnish and install a new Jockey Booster Pump Station Including pumps, pipings, valves and accessories. Install a pump out cnnection for full PS emergency bypass. Install and connect air releas vavle dranage piping to the existing stub-out of the reclaimed booster ps duplex grinder ps piping.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	Ardurra Group, Inc. 100 Center Creek Road, Suite 108 St. Augustine, FL 32084 (904) 562-2185	PM: Travis Tilton Superintendent: Shawn Lambert Safety Manager: Justin Hanson	$9,933,000.00	43%	12/31/2024

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

CCUA - Governor's Park Wastewater Lift Station & Reclaimed Water PS 4528 County Road 15A, Green Cove Springs, FL 32043 The project consists of constructing as 4.0 mgd Wastewater LS including 14-ft diameter fiberglass wetwell, submersible pumps and accessories, permanent diesel engine driven bypass pump, 300 kW generator, 1,000-gal fuel tank, automatic transfer switch, electrical building, installation of two (2) horizontal split-case centrifugal pumps, 750,000-gal prestressed reclaimed stroage tank, reclaimed water PS building, HVAC, electrical & instrumentation work.	Clay County Utility Authority 3176 Olf Jennings Road Middleburg, FL 32068-3907	Ardurra Group, Inc. 100 Center Creek Road, Suite 108 St. Augustine, FL 32084 (904) 562-2185	PM: Travis Tilton Superintendent: Gerald Glover Safety Manager: Justin Hanson	$7,683,000.00	25%	12/31/2024
Jacksonville Beach - WTP 1 & 2 Pollution Control Plant Sodium Hypochlorite Disinfection System WTP #1: 1050 Osceola Ave., Jacksonville Beach, FL 32250 WTP #2: 337 1st Ave. South, Jacksonville Beach, FL 32250 PCP: 910 South 10th St., Jacksonville Beach, FL 32250 The project consists of the conversion of the existing chorine gas disinfection system to liquid sodium hypochlorite(12.5%) at all three facilities. The work also included the furnishing and installation of two (2) 14-in. butterfly valves at the SBR air piping system and the furnishing and installation of four (4) air-control vavles to regulate the air to each of the SBR basins.	City of Jacksonville Beach Department of Public Works 1460-A Shetter Avenue Jacksonville, Beach, FL 32250	Dewberry 1479 Town Center Parkway, D214 Lakeland, FL 33803-7972	PM: Keidi Melengu Superintendent: TBD Safety Manager: Justin Hanson	$4,023,720.00	22%	2/1/2025
City of Wildwood - Ashley Water Treatment Plant Well No. 2 Pump Addition 8312 CR 231, Wildwood, FL 34785 The project consists of the installation of a new well pump to increase the capacity of the Ashley WTP to 720,000 gpd and provide backup well redundancy. They project will also iclude installtion of well head piping, vavles, flow meter, 50 LF of 8-in C900 Dr-18 PVC yard piping, pump control panel, associated electrical conduit, wiring, and controls, and a third chemical metering pump and associated piping for disinfection.	City of Wildwood, FL City Hall 100 North Main Street Wildwood, FL 34785	Kimly-Horn & Associates, Inc. 1700 SE 17th Street, Suite 200 Ocala, FL 34471 (352) 438-3000	PM: Kevin DiQuisto Superintendent: Tom Carter Safety Manager: Justin Hanson	$277,000.00	66%	2/13/2024

City of Eustis

Public Utilities Department • P.O. Drawer 68 • Eustis, FL 32727-0068

September 2, 2020

To Whom it May Concern,

On behalf of the City of Eustis, Public Works Department, Eustis, Florida I am pleased to provide a letter of recommendation for Sawcross Incorporated.

Sawcross Incorporated was the general contractor for the $7,501,069 Eustis Eastern Expansion project for the City of Eustis, Public Works Department. Sawcross fulfilled their duties as general contractor to the satisfaction of all parties. The project commenced on 03.17.17 and was completed within schedule on 07.01.18, and on budget as set forth in the contract agreement.

The project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant. The project includes a 1.0-MGD parallel train including a Screening Structure, Master Submersible Influent Pump Station with two 1500 gpm submersible pumps, MLE Process Basins, two Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1500 gpm vertical turbine reclaim water pumps, three (3) 6" return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable speed drives, electrical, an emergency power generator with fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation,

The on-site personnel of Sawcross did a great job in keeping change orders to a minimum and helping the city to achieve federal regulatory funding goals throughout construction. The project workmanship was excellent, communication was upfront and forthright, and all issues addressed in a prompt manner.

In summary, the City of Eustis, Public Works Department would recommend the services of Sawcross Incorporated to others and would not hesitate to use Sawcross Incorporated in the future.

Sincerely,

Rick Gierok, P.E. – Director of Public Works

• Telephone: *(352) 483-5480* • Fax: *(352) 357-0552* • E-Mail: *public.services@ci.eustis.fl.us*

• URL: *http://www.eustis.org*

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

DEPARTMENT OF THE NAVY
ENGINEERING FIELD ACTIVITY SOUTHEAST
RESIDENT OFFICER IN CHARGE OF CONSTRUCTION JACKSONVILLE
P. O. BOX 139,
BUILDING 13
JACKSONVILLE, FL 32212-0139

4330
August 2, 2002

SAWCROSS, INC.
Attention: Mr. Mark Hickinbotham
10970 New Berlin Road
Jacksonville, FL 32226

Subj: LETTER OF APPRECIATION FOR CONTRACT N62467-99-R-0915, STORM DRAIN REPLACEMENT, NAVAL AIR STATION JACKSONVILLE, JACKSONVILLE, FLORIDA

Dear Mr. Hickinbotham,

It is my pleasure to recognize your company's outstanding performance for your exemplary performance under Construction Contract N62467-99-0915, Storm Drain Replacement, NAS Jacksonville, Jacksonville, Florida. Your superior performance places Sawcross Inc., among the most professional of contractors at the Naval Air Station, Jacksonville.

Your aggressive replacement and repair of the storm drain lines on the airfield is greatly appreciated by the command. Maintaining the airfield in an operable condition is absolutely essential to successfully completing the mission at NAS Jacksonville. Your expedient replacement of the storm drain lines eliminated shutting down portions of the airfield for extended periods of time and allowed the fleet to continue its mission without interruption. Your innovative approach to the design-build portion of this contract was particularly noteworthy. Your ingenuity and careful planning were key to the timely completion of this contract without interruption to the Air Station's mission.

You exceeded our greatest expectations in your observance of the contract requirements and provided exemplary construction management and quality control. You displayed a conscientious attitude and obvious pride in workmanship in the replacement of the storm drain lines.

Throughout the course of this contract, you consistently demonstrated a unique sense of diligence, skill, judgment, and technical expertise. I was most impressed by your spirit of cooperation and positive response to the needs of the customer. You continually partnered with the Navy throughout this contract, to overcome all problems and challenges that arose. Your managerial and construction expertise was the key to finishing this project two and half months ahead of a nine-month schedule.

You provided the Navy with superior construction, exceptional service, and outstanding cooperation, and are most deserving of this special recognition. I extend my deepest appreciation for your superb efforts and commend you for a job extremely WELL DONE.

Sincerely,

C. Mendoza
LCDR, CEC, USN

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

RECEIVED
JUL 22 1998
SAWCROSS, INC.

TALQUIN ELECTRIC COOPERATIVE, INC.

Post Office Box 1679
Quincy, Florida
32353-1679

1640 West Jefferson Street
Quincy, Florida
32351-5679

Quincy: (904) 627-7651

Tallahassee: (904) 878-4414

July 20, 1998

(FAX COPY-07/20/98)

Mr. Mark Hickinbotham, P.E.
Sawcross Incorporated
10970 New Berlin Road
Jacksonville, Florida 32226-2270

Dear Mark:

It is not very often that I have the opportunity to write and express the pleasure I had spent working with your organization on the construction of the Lake Jackson wastewater treatment facility. These pleasures are two-fold. First, let me say that you and the people under you are very professional, honest, and straight-forward in their day-to-day business dealings, which makes my job so much easier. Second, the quality of work that your organization demonstrated is seldom found with any other company.

Mark, let me say that Talquin, our engineers, and specifically, I thoroughly enjoyed working with Sawcross. To date, we are experiencing this same pleasure as we proceed with the construction of the Killearn Lakes wastewater treatment facility. I wish you the best of luck on your future endeavors. Hopefully, I will have a third wastewater treatment facility for you to construct in the future.

Sincerely,

TALQUIN ELECTRIC COOPERATIVE, INC

John A. Seal, Jr.
Director of Water Services

JASjr:mlc

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SAWCROSS
Contractors & Engineers
10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (INTERNET)

January 9, 2024

Sawcross, Inc. was involved in a litigation with Jacksonville Electric Authority (JEA).

Litigation was regarding the design responsibility for 54" FRP pipe failure. Both parties agreed on a settlement amount of $300,000.00 arising out of mediation on September 22, 2022, in favor of Sawcross, Inc.

It is noted that in 31 years of business, Sawcross, Inc. has never been involved in any other litigation or legal case of any kind until 2020.

Owner Info:

Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
POC: Mr. Christopher Garrett
Assistant General Council
(904) 255-5075
GarrettC@coj.net



Mark Hickinbotham, President
Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226
(904) 751-7500
markh@sawcross.com

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SAWCROSS, INC.

RECENTLY COMPLETED PROJECT LISTING as of 1/1/2024

	OWNER	CONTRACT AMOUNT	DATE COMPLETED
Bonita Springs RO WTP Phase III & Wellhead Expansion 11900 E. Terry Street, Bonita Springs, FL 34135 The project consists of expanding the RO WTP Facility and associated improvements, by increasing the RP WTP production capacity from 8.56 MGD to 15.0 MGD by adding two 2.0-MGD RO trains and up to 3.0 MGD of Lower Tamiami well bypass blending, and by modifying other process components as needed to produce fiished water that meets BSU goals and FDEP drinking water standards.	Bonita Springs Utilities, Inc. 11900 E. Terry Street Bonita Springs, FL 34135	$6,339,353.93	10/23
JEA - Southwest - Timuquana PS Upgrade Project 4881 Timuquana Road, Jacksonville, FL 32210 The project consists of the rehabilitation, repair and upgrade of the Timuquana Rd, Class III/IV Pump Station.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	$3,709,874.86	10/23
CCUA - Ridgecrest Water Treatment Plant Upgrades 1082 Camp Francis Johnson Rd., Orange Park, FL 32065 The project consists of constructing a new electrical power system with a new standby generator and fuel tank, new I&C for the wells and servie pumps, new electrical equipment for the WTP. The work also icludes the installation of three new high servcie pumps including associated with valves, piping and accessories.	Clay County Utility Authority 3176 Olf Jennings Road Middleburg, FL 32068-3907	$1,092,885.30	11/23
JEA - Cedar Bay WRF Backup Power System 1840 Cedar Bay Road, jacksonville, FL 32218 The project consists of providing permanent backup power to critical loads at the Headworks/Operations Bldg and UV System/Reuse Water PS associated appourtenances. The emergency generator for the Headworks/Operations Bldg will be a 250 kW, 480 V, 3-phase, 60-hertz diesel generator. The emerg. generator for the UV system/reuse water pump station will be a 600 kW, 480 V, 3-phase, 60-hertz diesel generator.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	$3,264,000.00	12/23

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SAWCROSS
Contractors & Engineers
CGC 036203 EB8465

CURRENT COMPANY OWNED EQUIPMENT LIST as of 1/1/2024

EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT	EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT	EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT
Trackhoe 330 2022	X	Trackhoe Komatsu 210 2014	X	Skidsteer John Deere CT332 2007	X
Loader 930 2021	X	Minihoe Cat 305E2 2016	X	Telehandler 2013 Cat TL642	X
Roller CatCS54B 2020	X	Backhoe Cat420F2IT 2015 (2)	X	Backhoe Cat420DIT 2005	X
Dozer CatD3G 2005	X	Skidsteer Cat289D3 2020	X	Telehandler CatTL943C 2014 (2)	X
Skidsteer Cat289D3 2021	X	Roller Bomag BW 1770-5 2018	X	Skidsteer Cat289D 2018	X
Minihoe Cat306 2022	X	Pump MSP HD-150 2022	X	Fork Lift Doosan D455-7	X
Genie Z45/25 2020	X	Trackhoe Cat308E 2016	X	Minihoe Cat303E 2021	X
Crane Grove QRT 655 2019	X	Telehandler CatTL943C 2013	X	Scissor Lift Genie 2014	X
Gator John Deere S4 2021 (2)	X	Backhoe Cat420EIT 2006	X	Scissor Lift JLG 263ES 2017	X
Trackhoe Cat335F 2014	X	Trackhoe 320 2019 (2)	X	Sweeper Lay-Mor SM300	X
Trackhoe Cat314 2014	X	Dozer CatD-5K 2016	X	Double D. Pump 4" yellow 2018 (2)	X
Hydrema 912HM 2019 (2)	X	Telehandler CAT TL1255D 2018 (2)	X	Gator John Deere 835 2019 (2)	X
Telehandler Cat TH360B 2003	X	Backhoe CAT420F2IT 2016	X	Trackhoe 308E 2017	X
Minihoe Cat 305E 2014	X	Minihoe Volvo ECP38 2014	X	Skidsteer Cat257D 2016	X
Skidsteer Cat289D3 2019	X	Skidsteer Cat289D3 2022	X	Genie Z45/25 2005	X
Roller HAMM 2019	X	Genie 260/34 2009	X	John Deere Tractor 3038	X
Double D. Gray Pump 6" yellow (4)	X	Double D. Gray Pump 6" 2021 (2)	X	Roller CatCB114C 2007	X
Jet Pump 6"x3" Pioneer 2011	X	Gator John Deere S4 2018	X	Water Trailer Multi Quip WT5	X
Skidsteer Cat 257D 2017	X	Gator John Deere 835 2022	X	Double. D Pump 4" green	X
Backhoe CAt420F 2014	X	Skidsteer Cat257D 2018	X	Skidsteer Cat299XPS 2018	X
Dozer Cat D-3 2022	X	Minihoe Cat305E2CR 2017	X	Gator John Deere 835 2018	X
Trackhoe Komatsu 228 2004	X	Telehandler CatTL1055D 2018	X	Skidsteer John Deere 2015	X
Loader Cat 930K 2011	X	Scissor Lift JLG 1930ES	X	Telehandler CatTH340B	X
Skidsteer Cat 257D 2015	X	Gator John Deere S2 2014	X		
Double D. Pump 6" blue 2022	X	Gator John Deere S4 2014 (3)	X		
Gator John Deere S4 2019 (3)	X	Trackhoe Cat308E2CR 2017 (2)	X		

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks



Mark Hickinbotham, PE

SAWCROSS INC. PRESIDENT

Project Assignment: Principal-In-Charge

Education
B.S., Mechanical Engineering, Florida Atlantic University

Professional Registration
GA General Contractor
GCCO003348
GA Utility Contractor
UC300564
GA Utility Manager
UM000847
FL Professional Engineer
PE36099
FL General Contractor
CGC036203
FL Mechanical Contractor
CMC056728
Fl Underground Utility Contractor
C056787
FL Plumbing Contractor
CFC1427748
FL Pollutant Storage Systems Contractor
PCC1256908

Experience
40 Years

Professional Affiliations
American Society of Mechanical Engineers (ASME)

National Utility Contractors Association (NUCA)

Publications
Patent #07-012-PTU-CL, *"Vacuum Flotation Separation Technology"*

Special Recognition

In 2002, The United States Navy nominated Sawcross for *Design/Build Project of the Year*. This was for the diligent execution of their Phase II Storm Drain Replacement project that Mr. Hickinbotham was the Project Manager.

Experience Summary

Mr. Hickinbotham started Sawcross, Inc. in 1992 as sole owner and President. He built his company by providing estimating, bidding, negotiation, contract administration and project management services, which he continues to provide to this day. He has over 40 years of experience in general, infrastructure and water-wastewater contracting, as well as consulting, mechanical-electrical equipment applications engineering. He continues to oversee all projects as Principle-In-Charge and head Project Manager. He has a proven track record of successful management and execution of all facets of treatment plants, pump station design and construction.

Selected Project Experience

- **Belt Filter Press, City of Jacksonville Beach**, $715,000
- **Lake Jackson WWTP, Talquin Electric**, $1,506,000
- **Southeast WPCP Dewatering, City of Douglas, GA**, $1,313,000
- **Repair WWTP and MCAS Beaufort, Dept. of the Navy,** $3,146,000
- **Mayport Clarifiers, Dept. of the Navy,** $435,000
- **Killearn Lakes WWTP, Talquin Electric,** $1,443,000
- **Repair Site 6 Pier Utilities, Dept. of the Navy,** $2,529,000
- **Arlington East Sludge Holding Tank, JEA,** $2,158,000
- **WWTP Improvements, City of Winter Garden**, $1,706,000
- **Water System Improvements, City of Monroe, GA,** $1,723,000
- **Arlington East WRF Expansion, JEA,** $4,487,000
- **Ridaught Landing Reclaimed Water Pump Station, CCUA, Middleburg, FL,** $1,454,000
- **Atlantic Beach Reclaim Water Facility, City of Atlantic Beach, FL,** $1,251,032
- **Buckman RMF Anaerobic Digesters 1 & 2 Cover Replacement, JEA,** $5,044,395
- **Gadsden East WWTP, Talquin Electric,** $1,658,000
- **Hendricks WTP Expansion, JEA,** $2,218,000
- **Design-Build Phase II Storm Drain, NAS Jacksonville,** $4,054,000
- **Summer Camp WTP & WWTP, St. Joe Company,** $3,278,000
- **Nocatee Reclaim Water Storage and Pump Station, JEA,** $2,394,000
- **Starke WWTP Upgrades, City of Starke,** $2,011,000
- **Normandy WTP Upgrades, City of Deltona,** $1,409,000
- **Arlington WTP Booster Pump Station & Fill Line, JEA,** $1,712,795
- **Palm Coast WTP No. 3, City of Pam Coast,** $660,119
- **Reclaimed Water Reservoir Outfall & Filtration, City of Port Orange**, $2,070,000
- **City of Leesburg Plantation WTP Expansion, City of Leesburg,** $3,313,689
- **Ponce De Leon WTP Pump Building and Reservoir Replacement, JEA,** $2,134,567
- **State Road 16 WWTP 1.0 MG Reuse Ground Storage Tank, St. Johns County, Florida,** $1,041,690
- **Fairfax WTP High Service Pump Rehabilitation, JEA,** $1,185,119
- **Greenland Water Treatment Plant Improvement Project, JEA,** $5,486,154
- **Southeast Water Treatment Plant High Service Pump Upgrades, JEA,** $3,078,108
- **McMillian Wastewater Class III/IV Pumping Station Rehabilitation, JEA,** $10,454,785
- **Eastern Wastewater Treatment Plant Expansion, City of Eustis, FL,** $7,501,069
- **Lenox Class III-IV Pump Station Replacement, JEA,** $4,160,504
- **US-1 South Re-Pump & Booster Pump Station, JEA,** $7,155,363
- **Cecil Commerce Water Treatment Plant, JEA,** $3,838,906
- **Iron Bridge Regional WRF Biosolids System Improvements, City of Orlando, FL,** $13,835,500

SAWCROSS Contractors & Engineers

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks



Drew Hickinbotham

SAWCROSS INC. PROJECT MANAGER

Project Assignment: Project Manager

Education
B.S., Building Construction
Minor, Business
Auburn University

Experience
11 Years

Certifications
OSHA 30 Hour
OSHA 10 Hour

Professional Affiliations
American Water Works Association, Florida Section (AWWA)

Design Build Institute of America (DBIA)

Florida Water Environmental Association (FWEA)

Experience Summary

Mr. Hickinbotham has worked in the construction industry for 10 years within the states of Georgia, South Carolina, and Florida, with 6 years exclusively for Sawcross as a project manager and estimator. He has direct experience in water treatment plants, wastewater treatment plants, and emergency high service pump station construction. His experience includes financial management, producing and sustaining construction scheduling, project coordination of superintendents and daily construction activities, engineering teams and clients, permitting and licensing, generating change orders, purchase orders and monthly pay applications to owners, negotiation, bidding and estimating. Additionally, he has familiarity with modern construction technology programs (BIM, Revit, AutoCAD, Primavera), proficient with Microsoft Office products, and has knowledge with the use of PROCORE, Submittal Exchange, IMPACT, E-Builder and other project management software.

Selected Project Experience

- ***Sanford North WRF Tertiary Filtration Systems Improvements, Sanford, Florida – Current –*** Contract Amount: $4,676,000.00
- ***CCUA – Ridgecrest WTP Upgrades, Orange Park, Florida – October 2023 –*** Contract Amount: $1,092,885.00
- ***Southwest – Timuquana Pump Station Upgrade Project, Jacksonville, Florida – October 2023 -*** Contract Amount: $3,758,000.00
- ***Sanford Main WTP Improvements, Sanford, Florida – October 2023 –*** *Contract Amount: $7,563,635*
- ***Marion Oaks Water Treatment Plant #4 Upgrades, Ocala, Florida – November 2019*** – Contract Amount: *$1,423,000.00*
- ***St. Johns County Inlet Beach Master Pump Station Improvements Project, Ponte Vedra Beach, Florida – September 2019*** – Contract Amount: *$1,101,000.00*
- ***Main Street Water Treatment Plant – Well No. 15 Wellhead Assembly and Raw Water Main, Jacksonville, Florida – May 2019*** - Contract Amount: *$704,000.00*
- ***Anastasia Island WWTP Filter Replacement Project, St. Augustine, Florida – June 2018*** – Contract Amount: *$901,000.00*
- ***Georgia Department of Public Safety New Service Building and Headquarters Upgrade, Atlanta, Georgia – August 2018*** – Contract Amount: *$6,737,622.00*
- ***Georgia Emergency Management Agency/Homeland Security Headquarters Expansion and Renovation, Atlanta, Georgia – October 2018*** – Contract Amount: *$8,783,820.00*
- ***Savannah-Chatham County Public Schools, May Howard Elementary School, Savannah, Georgia – October 2017*** - Contract Amount: *$22,244,229.00*
- ***Georgia College & State University (GC&SU) Renovation of Mayfair & McIntosh, Milledgeville, Georgia – July 2017*** - Contract Amount: *$3,099,038.00*
- ***Georgia State University (GSU) Center for Instructional Innovation, Atlanta, Georgia – July 2016*** - Contract Amount: *$950,000.00*
- ***Fulton County East Roswell Library, Roswell, Georgia – December 2014*** – Contract Amount: *$6,219,959.00*
- ***University of Georgia District Energy Plant (DEP-1) Chiller Addition, Athens, Georgia – December 2015*** - Contract Amount: *$4,640,716.00*
- ***Duval County Public Schools Douglas Anderson School of the Arts No. 107, Jacksonville, Florida – August 2015*** - Contract Amount: *$13,500,000.00*
- ***University of North Florida Osprey Clubhouse and Pool Facility, Jacksonville, Florida – August 2014*** Contract Amount: *$5,954,170.00*

SAWCROSS Contractors & Engineers

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks



Jon "Barry" Milam

SAWCROSS INC. GENERAL SUPERINTENDENT

Project Assignment: General Superintendent / Quality Control Manager

Education
Blasting License for Strip Mining
Hewitt Trussville High 1976

Professional Registration
Certified in First Aid, CPR and AED
OSHA Certified Confined Space and Competent Person
NCCER Construction Site Safety, Safety Leadership Development
HRH Certified Scaffolding Inspector
Florida Environmental Stormwater Management Inspector
Certified Mobile Crane Operator
Master Equipment Operator: D-3 to D-9, 920 – 992 Loaders, Trackloaders, Backhoes and Trackhoes

Experience
30 Years

Experience Summary

Mr. Milam has worked in the Florida construction industry for 30 years, with the past 27 years spent exclusively as a Sawcross Superintendent on industrial and municipal water and wastewater treatment plants, water pumping stations and sewer pumping station projects. Barry is extremely respected and well known in the industry for producing the very highest quality projects that are always on schedule. Knowledgeable in all facets of plant construction including demolition, sitework, prestressed concrete tanks, concrete, metal and masonry buildings, all types of piping including stainless, ductile, pvc, hdpe and steel, all types of equipment and pumps installations, instrumentation and electrical.

Selected Project Experience

- General Superintendent: US-1 South Re-Pump Booster Pump Station – Contract Amount: $7,155,363
- General Superintendent: Lenox Class III-IV Pump Station Replacement – Contract Amount: $4,160,504
- General Superintendent: Eastern Water Treatment Plant Expansion – Contract Amount: $7,501,069
- General Superintendent: Northwest Wells #5 and #6 – Contract Amount: $1,774,127
- General Superintendent: Oviedo Water Reclamation Facility Expansion – Contract Amount: $1,211,406
- General Superintendent: SRF Harbor Road Water Treatment Plant Expansion – Contract Amount: $1,259,700
- General Superintendent: Starke Wastewater Treatment Plant – Contract Amount: $2,034,873
- General Superintendent: Nocatee Reclaim Water Pump Station – Contract Amount: $2,394,000
- General Superintendent: Arlington East WRF Phase 2 Expansion – Contract Amount: $4,487,287
- General Superintendent: Arlington East WRF Sludge Holding Facility – Contract Amount: $2,157,632
- General Superintendent: McMillan Wastewater Class III/IV Pumping Station Rehabilitation – Contract Amount: $9,154,785
- General Superintendent: Southeast Water Treatment Plant High Service Pump Upgrades – Contract Amount: $3,078,108
- General Superintendent: Greenland Water Treatment Plant Improvement – Contract Amount: $5,486,154
- General Superintendent: Buckman WWTP Digester Cover Replacement – Contract Amount: $5,010,000
- General Superintendent: Greenland Water Treatment Plant Improvement – Contract Amount: $5,486,154
- General Superintendent: Buckman WWTP Digester Cover Replacement – Contract Amount: $5,010,000

SAWCROSS Contractors & Engineers

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

GUIGNARD
AN UNCOMMON BOND

January 8, 2024

To Whom it May Concern:

RE: Sawcross, Inc.
10970 New Berlin Road, Jacksonville, FL 32226

It is an honor for Guignard Company to be the agency handling the bond requirements for Sawcross, Inc. Bonds have been placed with Western Surety Company, a member of CNA Surety Group, since 2003. Western Surety Company has a current AM Best Key Rating of A, XIV and a Treasury Limit of $151,103,000 as reported in the 2023 edition of the Federal Register, Circular 570.

Prudent surety underwriting requires our satisfaction of financial ability, experience and personnel. Sawcross, Inc. has our complete confidence in these areas.

Although maximum limits have not been established, we would favorably consider single projects in the area of $50,000,000 with an aggregate limit of $200,000,000 to be within their normal operating capacity. Should you award Sawcross, Inc. a contract, and require Performance and Payment Bonds, we would be pleased to provide the required documents.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued as a bonding reference from us as requested by our client. Any arrangement for surety credit is a matter between Sawcross, Inc. and the surety. If you have further questions or require additional information, please contact me at (470) 626-1282 or david.cain@guignardcompany.com.

Sincerely,

David L. Cain
Surety Manager/Producer-Atlanta

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Electrical	Economy Electric Co.	1) City of Daytona Beach, Jason Camara, 386-671-5701 2) City of Palm Coast, Eric Gebo, 386-986-2552 3) City of New Smyrna, Bobby Bryant, 386-690-4906
Special Construction	CROM Corp.	1) 2) See attached reference sheet. 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

CROM TRUSTED | EXPERIENCED | RELIABLE SINCE 1953

Project References

Project Name and Location: (2017M022) Short Fork WWTF Expansion Phase 2, Hernando, MS
Owner's Name and Address: Desoto County Regional Utility Authority, 365 Losher St, Suite 310, Hernando, MS 38632
Owner's Contact Information: Steve Hinton (GC) 985-624-8569
Actual Construction Cost: $4,248,899.00
Completion Date: 07/24/2017
Brief Project Description: One 3.99-MG Elongated Tank and Two .96-MG Clarifier's

Project Name and Location: (2006M019) Plant City WRF, Plant City, FL
Owner's Name and Address: City of Plant City, 302 West Reynolds Street, Plant City, FL 33563
Owner's Contact Information: 813-659-4270
Actual Construction Cost: $3,860,000.00
Completion Date: 04/14/2006
Brief Project Description: 4.0-MG Aeration Basin

Project Name and Location: (2003M031.01) Short Fork WWTF, Hernando, MS
Owner's Name and Address: Department of the Army, Corps of Engineers, Memphis District. Wynne, AR 72396
Owner's Contact Information: Donald Tutor 870-238-7983
Actual Construction Cost: $1,740,000.00
Completion Date: 05/12/2003
Brief Project Description: 3.2-MG Elongated Tank and Two 0.6-MG Clarifiers

Project Name and Location: (1997M050.01**)** Okeechobee WWTP, Okeechobee, FL
Owner's Name and Address: Okeechobee Utility Authority, 100 SW 5th Avenue, Okeechobee, FL 34972
Owner's Contact Information: 941-763-9460
Actual Construction Cost: $915,000.00
Completion Date: 07/17/1997
Brief Project Description: 1.5-MG Aeration Basin, Two 0.5-MG Clarifiers and One 0.5-MG Digester

Project Name and Location: (1998M048.01) City of Brooksville, Cobb Rd, Brooksville, FL
Owner's Name and Address: City of Brooksville, 600 S Brooksville Avenue, Brooksville, FL 34601
Owner's Contact Information: 352-544-5465
Actual Construction Cost: $1,060,000.00
Completion Date: 08/03/1998
Brief Project Description: 1.5-MG Elongated Tank

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Eastern Waste-water Treatment Plant Expansion	City of Eustis	1.0-MGD expansion to the previously existing 0.3-MGD EWWTP. Included a 1.0-MGD BTU with a screening structure and Influent Pump Station with two 1,500 gpm submersible pumps $7,501,069.66	Rick Gierok, P.E. 352-483-5480 gierokr@ci.eustis.fl.us	04/17 - 06/18
2	US-1 South Re-Pump & Booster Pump Station	Jacksonville Electric Authority	Construction of a new 3,044 sqft split-face block building with a booster pump building, electrical room, restroom, and storage room. $7,155,363.00	Brian Phillips 904-665-7625 philbr@jea.com	08/18 - 09/19
3	DEP SRF Harbor Road Wastewater Treatment Facility Phase 1	City of Green Cove Springs	Construction of a 1.25 MG pre-stressed concrete storage tank, two 1,300 split-case reclaimed water high service pumps with 10,000 gal hydropneumatics tank, electrical and controls with backup power generation. $3,407,385.00	Scott Schultz 904-219-7540 sschultz@greencovesprings.com	05/19 - 05/20

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Eastern Wastewater Treatment Plant Expansion

Eustis, Florida



This project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant for the City of Eustis. The project includes a 1.0-MGD Biological Treatment Unit (BTU) including a Screening Structure, Master Submersible Influent Pump Station with two (2) 1,500 gpm submersible pumps, MLE Process Basins, Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1,500 gpm vertical turbine reclaim water pumps, three (3) 6-inch return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable speed drives, electrical including service entrance and an emergency power generator and fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation, Work consists of furnishing all labor, equipment, and materials for the construction of the facility. Due to immediate need for additional capacity, a unique design approach was necessary to expedite the project schedule, which led to the project preliminary design and final design being completed within seven (7) months. Additionally, the construction was required to be completed within one (1) year and pre-purchase of long lead equipment was done to expedite the construction schedule. This meets the package plant qualification requirement as stated in section 00111—Advertisement for Bids.

OWNER
City of Eustis,
Purchasing Department, City Hall
10 North Grove Street,
3rd Floor
Eustis, FL 32726
Rick Gierok, P.E.
(352) 483-5480 office
(321) 388-7485 mobile
gierokr@ci.eustis.fl.us

ENGINEER
Reiss Engineering, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708
Scott Hoxworth, P.E.
(407) 679-5358
swhoxworth@reisseng.com

Project Type
Bid/Build

Original Contract Amount
$7,454,000.00

Final Contract Amount
$7,501,069.66

Notice To Proceed Date
April 2017

Contract Substantial Completion
July 2018

Actual Substantial Completion
June 2018

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

US-1 South Re-Pump & Booster Pump Station

Jacksonville, Florida



Project consisted of the construction of a new 3,044 square foot split-face block building which will include a booster pump room booster pump building including electrical room, restroom, and storage room. Five 2,400 gpm horizontal split case pumps (2 re-pump and 3 booster pumps), duplex grinder pump station, sump pump, process piping, valves, and appurtenances, motor-operated 3-ton bridge crane, HVAC system including fans, louvers, and associated duct work, control panel/PLC, switchboard and VFDs, low voltage power distribution equipment, lighting and receptacles, automatic transfer controller, 750 kw generator, fuel storage tank, and concrete pads, security panel and controls, and lightning protection system. Construction of one (1) 1.5 MG prestressed concrete ground storage tank with tank fill assembly (pressure reducing and sustaining valves), tank appurtenances, tank instrumentation with lightning protection system. A sodium hypochlorite feed and storage system with a duplex chemical pump skid, concrete pad, containment, and a pre-engineered metal building, one (1) double walled 2,500-gallon storage tank and appurtenances, chemical feed piping, valves, and appurtenances, lightning protection system, remote I/O cabinet, low voltage power distribution equipment, lighting and receptacles. All instrumentation, programming and electrical components including conduit, wires, motors, control panels, cabling, and other field instruments for a fully functioning system.

OWNER
Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Brian Phillips
(904) 665-7625
philbr@jea.com

ENGINEER
Mott MacDonald
10245 Centurion Parkway, North
Suite 320
Jacksonville, FL 32256
Leslie Samel, P.E.
(904) 203-1090
leslie.samel@mottmac.com

Project Type
Bid/Build

Original Contract Amount
$7,155,363.00

Final Contract Amount
$7,155,363.00

Notice To Proceed Date
August, 2018

Contract Substantial Completion
March, 2020

Actual Substantial Completion
September, 2019

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

DEP SRF Harbor Road Wastewater Treatment Facility, Phase 1

Green Cove Springs, Florida



This project consisted of the successful construction of a 1.25 MG pre-stressed concrete ground storage tank, two (2) 1,300 split-case reclaimed water high service pumps with 10,000-gallon hydropneumatics tank, electrical and controls with backup power generation, SCADA system with integration into the city's existing system, process yard piping, precast electrical building, precast manholes, a pre-engineered aluminum canopy and various site improvements. Challenges of the job also included working near high traffic railway lines, environmentally sensitive ecosystem, and coordination to keep existing plant operations online and undisturbed. This project was funded through the State Revolving Funds (SRF) and had to adhere to certain requirements for domestic manufacturing and Davis -Bacon wage rates. The timely completion of Phase I allowed for city utility officials to successfully apply for additional funding for critical Phase 2 infrastructure work.

OWNER
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
Scott Schultz
(904) 219-7540
sschutlz@greencovesprings.com

ENGINEER
Mittauer & Associates, Inc.
580-1 Wells Road
Orange Park, FL 32073
Jason Shepler
(904) 392-9536
jshepler@mittauer.com

Project Manager
Kevin DiQuisto

Project Type
Bid/Build

Original Contract Amount
$3,407,385.00

Final Contract Amount
$3,407,385.00

Notice To Proceed
May, 2019

Contract Substantial Completion
May, 2020

Actual Substantial Completion
May, 2020

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sawcross, Inc. as Principal and Western Surety Company of the City of Chicago State of IL, a corporation existing under the laws of the State of ~~Florida,~~ South Dakota as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars ($ ---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

WWTP 3rd BTU AND INFLUENT HEADWORKS MODIFICATIONS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 21st day of December, 2023 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

N/A (Seal)

IN PRESENCE OF:

N/A (Seal)

(Seal)

Individual or Partner

Witness

10970 New Berlin Road

Jacksonville, FL 32226

Address

Sawcross, Inc.

Corporate Principal

ATTEST:

Mikayla Parker, Witness

Mark Hickinbotham, President AFFIX CORPORATE SEAL

151 N. Franklin Street

Chicago, IL 60606

Address

By

Allyson Foss Wing AFFIX CORPORATE SEAL

Western Surety Company

Corporate Surety

ATTEST:

April L. Lively, Witness

Attorney-in-Fact & FL Licensed Resident Agent

Title

Inquiries: (407) 834-0022

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of December, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 22-WW-08 for WWTP 3rd BTU and Headworks Modifications.

This sworn statement is submitted by Sawcross, Inc. whose business address is 10970 New Berlin Rd, Jacksonville, FL 32226 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3136689. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Mark Hickinbotham any my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

(Signature) _____ Mark Hickinbotham, President Date: 1/9/2024

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mark Hickinbotham who, after first being sworn by me, affixed his/her signature in the space provided above on this 9th day of January, 2024.

Notary Public Mikayla Parker

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2026

My Commission Expires: 5/12/26

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Sawcross, Inc.

SIGNED BY: Mark Hickinbotham
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 10970 New Berlin Rd

CITY AND STATE: Jacksonville, FL

TELEPHONE: 904-751-7500

COMPLETION TIME: 540 Days Substantial / 570 Days Final

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) N/A

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mark Hickinbotham, President

VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 22-WW-08

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Sawcross, Inc.

Authorized representative (printed): Mark Hickinbotham, President

Authorized representative (signature): _____

Date: 1/9/2024

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sawcross, Inc.

2 Business name/disregarded entity name, if different from above

Same As Above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10970 New Berlin Road

Requester's name and address (optional)

6 City, state, and ZIP code

Jacksonville, Florida 32226

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	1	3	6	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Mark Hickinbotham **Date ▶** 1/9/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 22-WW-08 WWTP 3rd BTU and Influent Headworks Modifications

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Sawcross, Inc.
10970 New Berlin Rd
Jacksonville, FL 32226

Consultant/Contractor Name and Address

Signature

Mark Hickinbotham, President

Name and Title

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

Sawcross, Inc.

Doing Business As (DBA) Name

Company ID

906931

Enrollment Date

Sep 03, 2015

Employer Identification Number (EIN)

593136689

Unique Entity Identifier (UEI)

DUNS Number

791309834

Total Number of Employees

100 to 499

NAICS Code

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

10970 New Berlin Road
Jacksonville, FL 322262270

Mailing Address

Same as Physical Address

Edit Company Addresses

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
SLOPED SIDES	$ 2000 00
TRENCH BOX	$ 5000 00

(Cost in Words)

TOTAL $ 7000 00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Sawcross, Inc.

DATE: 1/9/2024 BY: _____ Mark Hickinbotham, President

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frances Hickinbotham, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Mark Hickinbotham who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



AFFIX CORPORATE SEAL

Frances Hickinbotham
Secretary
1/9/2024

END OF SECTION

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**	Minimum Limits Required
X	Commercial General Liability	$ 2,000,000 General Aggregate
X	Occurrence Form	$ 1,000,000 Product/Completed Operations Agg.
___	_____	$ 1,000,000 Personal & Advertising Injury
___	_____	$ 1,000,000 Each Occurrence
___	_____	$ 100,000 Fire Damage Pump Stations
X	**Automobile Liability**	
	Owned, Hired & Non-Owned	$ 1,000,000 Combined Single Limit per Occurrence
X	**Worker's Compensation and Employer's Liability**	Statutory
		$ 100,000 Each Accident
		$ 500,000 Disease - Policy Limit
		$ 100,000 Disease - Each Employee
___	**Professional Liability - Errors & Omissions** (*To be completed by Bidder)	
	* Deductible: $_____	$_____ Aggregate
	* Claims Made (Y/N):_____	$_____ Each Claim
	*Occurrence (Y/N):	
	*Defense included in Limits (Y/N):	
X	**Builder's Risk/Installation Floater** (*To be completed by Bidder)	
		* Flood included $ 6,717,000 Limit$
	100% of Completed or Installed Value,	
		All-Risk Form
	* Transportation included $ 10,000 Limit	
	* Storage included $ 10,000 Limit	
	City must be a named insured. Copy of policy will be required.	
___	**Other**	
	_____	$
	_____	$

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

_____ Mark Hickinbotham, President

A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Client#: 1025198 SAWCRINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Schneider
USI Insurance Svcs LLC, CL 4600 Touchton Rd Building 100, Suite 275 Jacksonville, FL 32246	PHONE (A/C, No, Ext): 352-390-2768 FAX (A/C, No): E-MAIL ADDRESS: Amanda.Schneider@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : AXIS Surplus Insurance Company	26620
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			7036358631	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7036358628	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			7036358614	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7036462181	01/01/2024	01/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
D	Poll/Prof Liab			CM004461032023	01/01/2024	01/01/2025	$1,000,000	
E	Leased/ Rent Equi			7036484214	01/01/2024	01/01/2025	$500,000	
E	Installation Cov			7036484214	01/01/2024	01/01/2025	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Holly Hill, elected officials and employees are Additional Insured with respect to General Liability and Auto Liability as required by written contract. A Waiver of Subrogation is granted in favor of the City of Holly Hill with respect to General Liability, Auto Liability and Workers Compensation as required by written contract. 30 day NOC is granted in favor of the City of Holly Hill.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Coverage Is Provided In:
The Ohio Casualty Insurance Company

175 Berkeley St., Boston, MA 02116

Commercial Inland Marine Declarations Schedule

Policy Number:
BMO (24) 66 10 69 48

Policy Period:
From 08/30/2023 To 08/30/2024
12:01 am Standard Time at Insured Mailing Location

Named Insured

SAWCROSS, INC

Agent

(855) 874-0123
USI INSURANCE SERVICES LLC

SUPPLEMENTAL COVERAGES (cont)

Transit	$ 10,000
Trees, Shrubs, and Plants	$ 10,000
Earthquake Coverage	
(X) Coverage Not Provided	
( ) Coverage Provided, as described below:	
Earthquake Limit -- The most "we" pay for loss to any one building or structure is:	$
Earthquake Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	$
Flood Coverage	
Flood Limit -- The most "we" pay for loss to any one building or structure is:	$ 6,717,000
Flood Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	$ 6,717,000

DEDUCTIBLE

Deductible Amount	$ 10,000
	Deductible Amount
( ) Earthquake Coverage	$
(X) Flood Coverage	$ 25,000
( ) Sewer Backup Coverage	$

COINSURANCE (Select One)

(X) 100%
( ) Coinsurance Provisions Are Waived

PERMISSION TO OCCUPY

(X) Permission to occupy is not granted.

To report a claim, call your Agent or 1-844-325-2467

IM 70 55 08 04

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HICKINBOTHAM, MARK EDWARD

SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270

LICENSE NUMBER: CGC036203

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HICKINBOTHAM, MARK EDWARD

SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270

LICENSE NUMBER: CUC056787

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
SAWCROSS, INC.

Filing Information

Document Number	V55559
FEI/EIN Number	59-3136689
Date Filed	07/31/1992
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/12/2022
Event Effective Date	NONE

Principal Address

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

Changed: 01/06/2011

Mailing Address

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

Changed: 01/06/2011

Registered Agent Name & Address

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256

Address Changed: 01/09/2004

Officer/Director Detail

Name & Address

Title D

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Title VP

HICKINBOTHAM, FRANCES T
8127 WEKIVA LANE
JACKSONVILLE, FL 32256

Title S

HICKINBOTHAM, FRANCES T
8127 WEKIVA LANE
JACKSONVILLE, FL 32256

Title P

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2021	01/06/2021
2022	01/26/2022
2023	01/10/2023

Document Images

01/10/2023 -- ANNUAL REPORT	View image in PDF format
12/12/2022 -- Amendment	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/05/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/21/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
02/07/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
03/02/2009 -- ANNUAL REPORT	View image in PDF format
01/17/2008 -- ANNUAL REPORT	View image in PDF format
07/05/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
01/09/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

02/11/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
01/26/2000 -- ANNUAL REPORT	View image in PDF format
02/15/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
06/18/1997 -- ADDRESS CHANGE	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
01/30/1996 -- ANNUAL REPORT	View image in PDF format
02/03/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# V55559

Entity Name: SAWCROSS, INC.

Current Principal Place of Business:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

Current Mailing Address:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270 US

FEI Number: 59-3136689

FILED
Jan 10, 2023
Secretary of State
2834544773CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D	Title	VP
Name	HICKINBOTHAM, MARK E	Name	HICKINBOTHAM, FRANCES T
Address	8127 WEKIVA LANE	Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256	City-State-Zip:	JACKSONVILLE FL 32256
Title	S	Title	P
Name	HICKINBOTHAM, FRANCES T	Name	HICKINBOTHAM, MARK E
Address	8127 WEKIVA LANE	Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256	City-State-Zip:	JACKSONVILLE FL 32256

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK HICKINBOTHAM PRESIDENT 01/10/2023

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Exhibit B - Sawcross Inc. Bid for WWTP 3RD BTU & Influent Headworks (2024-R-9 : 3Rd BTU and Influent Headworks

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Adjustment Request
Fiscal Year 2023-2024

Requesting Department		Date
Public Works		1/29/2024

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	Infrastructure R&R Funds	$3,518,012.00
	Total	$3,518,012.00

ADD FUNDS TO ACCOUNT NUMBER:		
400-8110-580-6300	Enterprise Infrastructure	$3,518,012.00
	Total	$3,518,012.00

Purpose of Transfer: (include as much detail as possible)

Transfer $290,626 from the Annual Water Main Replacement project (22WA03) ; Transfer $350,000 from the 10" Force Main Under Canal Replacement Project (22WW02); Transfer $1,301,378 from the Compliance with Senate Bill #64 Project (22WW06); Transfer $293,066 from the Water Main Replacement Gibbons to Eddie Project (23WA04); Transfer $719,368 from the Clearwell Improvements Project (24WA01); Transfer $563,574 from the Water Main Replacement 3rd/Cavanah Project. All funds to be transferred into the ARPA 3rd BTU and Influent Headworks Modifications Project 22WW08

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine T. Khoury — Department Head Signature — Date: 1-29-24

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit C - Budget Amendment Request (2024-R-9 : 3Rd BTU and Influent Headworks Modifications)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**February 13, 2024**
FROM:	**Joseph Forte**
SUBJECT:	**Request that the City Commission Determine Whether or Not a Nuisance Exist at 1625 Anniston Avenue, and If So, Determine What Course of Action Should be Taken**
NUMBER:	**(ID # 4405)**
APPLICANT:	**City of Holly Hill**
PLANNER:	**Brian Walker**

DISCUSSION

I have visited the property at 1625 Anniston several times over the past three months. When I sent the last email to the City Commission on October 25th the property owners were making little but some progress. Due to the progress being made I decided to extend the time period an additional 30 days and allowed for the roll off container to remain for an extended period of time. The first roll off was full however, the second roll over was not even half full when it was removed.

I visited the property on Tuesday, January 2nd on my way into the office. I met with the owners and informed them that I actually see more items on the property than had been there on my previous visit. They informed me it would be gone on Wednesday. I told them I would return on Thursday morning. I waited until Friday, January 5th to visit the property again. I made contact with the owners to discuss what appeared to be even more items on the property.

It is clear that the owners have been misleading and deceiving me and the Code staff, for a long period of time, about removing the junk items from their property. It is clear that the owners may have a hoarding problem which affects the conditions of their property and the properties around them. The amount of junk remaining on the property is a harborage for pests, a nuisance to the neighborhood to the point of lowering property values and is becoming a health and safety concern for the neighborhood.

The direction of the City Commission from the September 26, 2023 City Commission meeting is below. Unfortunately, as part of that motion and direction, the City Commission did not specify that the city staff can direct a company to go onto the property to remove the junk. Therefore, I presenting this item to the City Commission this evening with the request to have a third party enter the property to remove all junk causing the code violations. A letter stating these details was delivered to the property owners.

That based on the evidence presented, the city finds 1625 Anniston to constitute a public nuisance; that the property owner brings the property into compliance and abate the nuisance within 30-days. If, based on the inspection of city staff, it is determined that the property is not in

compliance then the City Manager will have discretion to allow "up to" an additional 30-days for compliance pending a, solely in his discretion, whether or not there's been a good faith effort to come into compliance by the property owner; that the city is authorized to provide for a deposit and to pay for up to 2 dumps of a 20 yard dumpster and that, that will be repaid by the property owner in 12 equal installments; if that is not collected that way, that the city is authorized to seek other means of collection; and ask city staff to see if there are other charitable or other means to provide or to reach out to churches or not-for-profits that might be able to provide help and might provide some assistance to the property owner.

HISTORY

DISCUSSION

The purpose of this agenda item is for staff to request that the City Commission determine whether or not a nuisance exist at 1625 Anniston Avenue, and if so, determine what course of action should be taken.

Chapter 26, Section 26-61 of the Holly Hill Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, and storage of junk, as well as other items. Section 26-62 states that it is unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under their care, custody or control. **(Exhibit A - Sections 26-61 and 26-62)**

It is staff's position that the property known as 1625 Anniston Avenue, has a long history of accumulating trash and debris, meeting the definition of a nuisance, and that the property owner has created the nuisance, and permitted the nuisance to continue.

HISTORY

The property was first cited for sanitary nuisances on 12/17/2008. Through the years the property has received numerous Notices of Violation (NOV) related to junk, clutter, untagged and inoperable trailers and vehicles being stored on the property, and for conditions that provide harborage for rats, snakes, and other wildlife. The last NOV was issued on April 4, 2023. **(Exhibit B - Notices of Violation)**

Sample photographs of the property are attached and document the appearance of the property over a span of 10 years. They are titled by the dates taken and labeled as follows:

Pictures taken 02-03-13
Pictures taken 08-28-13
Pictures taken 12-21-22
Pictures taken 04-05-23
Pictures taken 09-14-23

The pictures demonstrate that although items have come and gone from the property, there has consistently been clutter and junk at varying degrees and that at no time during this span, has the

property been in compliance with the City's regulations with regard to junk and clutter on a property.

The property owner has been taken before the Special Magistrate numerous times for violations related to junk, clutter, debris, scrapping and inoperable vehicles on the property, and found to be in violation. For example, some of the dates that the property has been taken before the Special Magistrate for trash, debris and junk related items, are as follows:

July 26, 2013 - storage of junk, litter and trash, harborage for vermin
August 28, 2013 - storage of junk, litter and trash, harborage for vermin
August 26, 2015 - untagged boats, trailers and inoperable vehicles
September 23, 2015- untagged boats, trailers and inoperable vehicles
January 19, 2023 - conducting a scrapping business on the property, junk and debris
April 20, 2023 - Trash, junk debris, scrapping business, and received permission from the Special Magistrate (pending ruling of same by the City Commission) to enter the property and to remove all items declared a nuisance under Section 26-61, at the owner's expense.
(Exhibit C - Magistrate Orders and Related Recorded Liens)

Through the years, the homeowner has repeatedly stated that she would clean up the property. In her case notes of October 16, 2012, Code Enforcement Officer, C. Towne, documented that Ms. Hammond stated she was getting a shed permit to place items into, in an effort to clean up the yard. Yet the property was not brought into compliance.

The Special Magistrate recorded in the write up of the meeting on January 19, 2023 that homeowner (Ms. Hammond) "advised that she will have assistance this upcoming week to help clear all the trash, scrap and debris from the property." This would have meant that the property would have been cleaned up by the end of January 2023. At another meeting of the Special Magistrate on April 20th, 2023, the Special Master recorded in her write up that Ms. Hammond, testified "that she is in the process of getting help in cleaning up her property." And on other occasions, Ms. Hammond has spoken with staff and verbally committed to cleaning up the property. The property was not cleaned up.

Through the years, the Special Master has accessed accumulating fines for multiple violations related to the storage of junk, litter and trash and scrapping. Because the accumulating fines have not encouraged the homeowner to remove the trash and junk, they eventually became liens on the property. As of September 14, 2023, the liens total $873,900 **(Exhibit D)**. The property is homesteaded and not eligible to be foreclosed upon. This means that the nuisance of clutter and junk and scrapping, could potentially remain on the property for many years to come.

Staff has spent many hours working to encouraging the homeowner to clean up the property. Complaints about the property have been responded to, numerous visits to the property have been made, notices of violation issued, paperwork and documentation created, discussions held with the property owner, scheduling appearances before the Special Magistrate, filing of liens, and so on, have cost many staff hours.

The City's latest effort to encourage the property owner to come into compliance, consisted of writing and sending a certified letter on August 31st, 2023, to Sherri Hammond, the homeowner,

as well as to the property's mortgage holder. The letter is attached as **Exhibit E**, and was also posted and hand delivered to the property owner on September 14, 2023. The letter provided the homeowner additional time to remove the nuisance, and advised that if the nuisance continued, staff would be bringing the issue to the City Commission in accordance with Ordinance 3059 which was adopted on February 14, 2023, in order for the Commission to decide as to whether or not a nuisance exist and if so, what if any action should be taken.

Ordinance 3059 allows the City Commission to make a finding with regard to whether or not a nuisance exist. If the Commission finds that a nuisance exists, it must allow the homeowner additional time to bring the property into compliance. If the homeowner fails to do so by the specified time, the Ordinance allows the Commission to authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance.

Given the long history of the homeowner's failure to remove the nuisance of junk, clutter, debris and scrapping on the property, despite repeated efforts by staff, liens, and orders of the Special Magistrate over a period of 10 years, staff request the following in accordance with Ordinance 3059:

1. That based on the evidence submitted, the Commission make a finding that a nuisance exists, and has been allowed to exist for many years in violation of Section 26-61 and 26-62.
2. That the Commission give the homeowner no more than 30 days from the date of this meeting, to remove the nuisance based on Section 26-61, to the City's satisfaction in accordance with the Code.
3. That if the homeowner fails to remove the nuisance by October 26th, 2023, the Commission authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance in accordance with Section 26-61, and to further authorize that all expenses incurred by the City for removal of such items be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem portion of the property tax bill.

FISCAL ANALYSIS:

The city has already spent $620.18 for the cost of the roll off container that was set on the property and emptied twice. The property owner does not have an active water account and has been receiving free trash collection for at least 4 years. The amount of funds lost due to not paying a utility bill or trash collection is undetermined.

STAFF RECOMMENDATION:

Authorize the city staff to hire a company to enter upon the property to remove all items determined by the city staff considered to be code violations and lien the property for these costs. If he property owner does not pay the related hard cost, direct the city attorney to have the cost place upon the tax bill as a non-ad-valorum assessment and publish accordingly.

COMMISSION GOAL:

Goal #2:

Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

As discussed by the City Commission.

- EXHIBIT A - Sections 26-61 and 62 (PDF)
- Exhibit B - Notices of Violation (PDF)
- Exhibit C - Magistrate Orders and Related Liens (PDF)
- Exhibit D - Lien Amounts (PDF)
- Exhibit E - Correspondence / Letter (PDF)
- Pictures taken 2-3-2013 (PDF)
- Pictures taken 8-28-13 (PDF)
- Pictures Taken on 12-21-22 (PDF)
- Pictures - 9-14-23 (PDF)
- Pictures Taken 4-5-23 (PDF)
- Aerial (PDF)
- Sec. 26-61. Special items declared a nuisance. (PDF)
- Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (PDF)
- 1625 Anniston Notice to Owner (PDF)

EXHIBIT A

Sec. 26-61. Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Sec. 26-62. Prohibited.

It shall be unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under his care, custody or control.

(Code 1984, § 18-2)

Attachment: EXHIBIT A - Sections 26-61 and 62 (4405 : 1625 Anniston Avenue Nuisance Abatement)

VIOLATION NOTICE
CODE ENFORCEMENT DEPARTMENT
CITY OF HOLLY HILL
(386) 248-9483

NAME Sherri W. Hammond DATE 10-16-12

ADDRESS 1625 Anniston

PHONE NO _____ TIME 1238

YOU ARE HEREBY FOUND TO BE IN VIOLATION OF CITY ORDINANCE SECTION(S) INDICATED BELOW ON PROPERTY OWNED OR CONTROLLED BY YOU:

- [X] **Parking or Storage of Vehicles**
  114-792(a)
  It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property with the City of Holly Hill, if said motor vehicle does not have displayed thereon, a current motor vehicle license plate. This paragraph shall not apply to vehicles stored within an enclosed garage or carport or similar structure.

- [ ] **Commercial Vehicles, Trailers, and Equipment**
  114-793
  It shall be unlawful to park commercial vehicles, trailers, and equipment on any residentially zoned property within the City of Holly Hill unless it meets the criteria of the Code of Ordinances.

- [ ] **Parking and Storage of Boats, Recreational Vehicles**
  114-791 (a)
  In residential zoning districts, boats and RVEs in excess of 18 feet in length may only be parked in an enclosed building in the rear yard or the side yard behind a line extending across the front face of an existing building.

- [X] **Keeping and Storing of Dismantled, Non-operative Machinery, Vehicles, Boats, Scrap Metal or Junk**
  114-811
  No person shall keep, store or allow to remain on any property within the City of Holly Hill, any dismantled, partially dismantled, non-operative, or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk.

- [ ] **License required: Registration Fee Required**
  62-27
  No person shall engage in or manage any business, profession or occupation within the city, unless and until a license shall have been procured from the City clerk-City manager and the payment of the amount of license tax required therefor and as provided in this article.

- [ ] **Building Permit Required**
  82-131
  No development activity may be undertaken without prior authorization by a building permit.

- [X] **Sanitary Nuisances**
  26-61
  - Sec. 1 [ ] Grass and weeds in excess of 12 inches in height.
  - Sec. 2 [X] Accumulation of trash, litter, debris, building debris, bricks concrete, scrap lumber or other refuse of any nature.
  - Sec. 3 [X] Any condition which provides harborage for rats, mice, snakes and other vermin.
  - Sec. 5 [ ] All unnecessary or unauthorized noises and annoying vibrations including animal noises.
  - Sec. 10 [ ] Any accumulation of stagnant water.
  - Sec. 11 [X] Storage or accumulation of junk in any area zoned for residential use

- [ ] **Other** CLUTTER & JUNK
  Ordinance Section # _____

Entire Yard fully - Construction Material - windows/Doors

tarps over couch, trailers of debris (2)

Untagged - Non operative Autos Boats - trailers of debris

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

- [X] Mandatory appearance before the Special Master with possible fines of up to $500 per day.
- [ ] Vehicle being towed at the owner's expense.
- [X] City abating nuisance which will result in a lien being placed on your property for cost of same.
- [ ] Other _____

YOU HAVE (10) 10-26-12 DAYS FROM RECEIPT OF THIS NOTICE TO COMPLY WITH SAID ORDINANCE AND CAUSE ALL CORRECTIONS TO BE MADE.

IF YOU WISH TO DISPUTE THIS VIOLATION YOU ARE ENTITLED TO A HEARING BEFORE A SPECIAL MASTER. HOWEVER, IF YOU FAIL TO CORRECT THIS VIOLATION WITHIN THE ALLOTTED TIME FRAME, UNLESS GIVEN AN EXTENSION BY THE CITY OF HOLLY HILL, YOU WILL BE SCHEDULED FOR A MANDATORY APPEARANCE BEFORE A SPECIAL MASTER. FAILURE TO APPEAR AS SCHEDULED WILL BE DEEMED AN ADMISSION OF GUILT AND THE APPROPRIATE PENALTIES WILL BE IMPOSED. ONCE FOUND GUILTY OF A VIOLATION, REPEAT VIOLATIONS ARE SUBJECT TO SHORTER COMPLIANCE TIMES AND DOUBLED PENALTIES. TO REQUEST A HEARING CONTACT (386) 248-9483.

RECEIVED BY: POSTED ON DOOR ENFORCEMENT OFFICER: Cherie Towne HH215

City of Holly Hill , 1065 Ridgewood Ave., Holly Hill, FL 32117.

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

VIOLATION NOTICE
CODE ENFORCEMENT DEPARTMENT
CITY OF HOLLY HILL
(386) 248-9483

NAME Sherri Hammond DATE 3/18/13

ADDRESS 1625 ANNISTON

PHONE NO _____ TIME 1234

YOU ARE HEREBY FOUND TO BE IN VIOLATION OF CITY ORDINANCE SECTION(S) INDICATED BELOW ON PROPERTY OWNED OR CONTROLLED BY YOU:

☒ **Parking or Storage of Vehicles**
114-792(a)
It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property with the City of Holly Hill, if said motor vehicle does not have displayed thereon, a current motor vehicle license plate. This paragraph shall not apply to vehicles stored within an enclosed garage or carport or similar structure.

☐ **Commercial Vehicles, Trailers, and Equipment**
114-793
It shall be unlawful to park commercial vehicles, trailers, and equipment on any residentially zoned property within the City of Holly Hill unless it meets the criteria of the Code of Ordinances.

☐ **Parking and Storage of Boats, Recreational Vehicles**
114-791 (a)
In residential zoning districts, boats and RVEs in excess of 18 feet in length may only be parked in an enclosed building in the rear yard or the side yard behind a line extending across the front face of an existing building.

☒ **Keeping and Storing of Dismantled, Non-operative Machinery, Vehicles, Boats, Scrap Metal or Junk**
114-811
No person shall keep, store or allow to remain on any property within the City of Holly Hill, any dismantled, partially dismantled, non-operative, or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk.

☐ **License required: Registration Fee Required**
62-27
No person shall engage in or manage any business, profession or occupation within the city, unless and until a license shall have been procured from the City clerk-City manager and the payment of the amount of license tax required therefor and as provided in this article.

☐ **Building Permit Required**
82-131
No development activity may be undertaken without prior authorization by a building permit.

☒ **Sanitary Nuisances**
26-61

Sec. 1 ☐ Grass and weeds in excess of 12 inches in height.

Sec. 2 ☒ Accumulation of trash, litter, debris, building debris, bricks concrete, scrap lumber or other refuse of any nature.

Sec. 3 ☒ Any condition which provides harborage for rats, mice, snakes and other vermin.

Sec. 5 ☐ All unnecessary or unauthorized noises and annoying vibrations including animal noises.

Sec. 10 ☐ Any accumulation of stagnant water.

Sec. 11 ☒ Storage or accumulation of junk in any area zoned for residential use

☐ **Other**
Ordinance Section # _____

CLUTTER
2 AUTOS IN BACKYARD
2 BOATS
trailer untagged full of d
Scrap Metal
Building debris - wood etc.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

☒ Mandatory appearance before the Special Master with possible fines of up to $500 per day.
SPECIAL MAGISTR
HEARING WILL BE
APRIL 21 at 1:00

☐ Vehicle being towed at the owner's expense.

☒ City abating nuisance which will result in a lien being placed on your property for cost of same.

☐ Other _____

YOU HAVE (5) Five DAYS FROM RECEIPT OF THIS NOTICE TO COMPLY WITH SAID ORDINANCE AND CAUSE ALL CORRECTIONS TO BE MADE.

IF YOU WISH TO DISPUTE THIS VIOLATION YOU ARE ENTITLED TO A HEARING BEFORE A SPECIAL MASTER. HOWEVER, IF YOU FAIL TO CORRECT THIS VIOLATION WITHIN THE ALLOTTED TIME FRAME, UNLESS GIVEN AN EXTENSION BY THE CITY OF HOLLY HILL, YOU WILL BE SCHEDULED FOR A MANDATORY APPEARANCE BEFORE A SPECIAL MASTER. FAILURE TO APPEAR AS SCHEDULED WILL BE DEEMED AN ADMISSION OF GUILT AND THE APPROPRIATE PENALTIES WILL BE IMPOSED. ONCE FOUND GUILTY OF A VIOLATION, REPEAT VIOLATIONS ARE SUBJECT TO SHORTER COMPLIANCE TIMES AND DOUBLED PENALTIES. TO REQUEST A HEARING CONTACT (386) 248-9483.

RECEIVED BY: Posted on door ENFORCEMENT OFFICER: Cherie Towne HH21

City of Holly Hill , 1065 Ridgewood Ave., Holly Hill, FL 32117.

This has been going on since Oct. 16 w/only some improvements done. Not in compliance.

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

H LY HILL POLICE DEPARTMEI

CODE ENFORCEMENT CITATION/VIOLATION NOTICE
CITY OF HOLLY HILL
1065 RIDGEWOOD AVE HOLLY HILL FL 32117
(386) 248-9483

1013847

NAME: Sherri Hammond PHONE #: _____

ADDRESS: 1625 Anniston

DATE VIOLATION 1ST OBSERVED: ~~6/8/15~~ 5/22/15 TIME VIOLATION 1ST OBSERVED: _____

YOU ARE HEREBY FOUND TO BE IN VIOLATION OF CITY ORDINANCE SECTION(s) INDICATED BELOW ON PROPERTY OWNED OR CONTROLLED BY YOU:

☒ **Parking or Storage of Vehicles (Class I)** 3 boats
114-792(a)
It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property with the City of Holly Hill, if said motor vehicle does not have displayed thereon, a current motor vehicle license plate. This paragraph shall not apply to vehicles stored within an enclosed garage or carport or similar structure.

☐ **Commercial Vehicles, Trailer, and Equipment (Class I)**
114-793
It shall be unlawful to park commercial vehicles, trailers, and equipment on any residentially zoned property within In the City of Holly Hill unless it meets the criteria of the Code of Ordinances.

☒ **Parking or Storage of Boats, Recreational Vehicles (Class I)** 3 boats
114-791 (a)
In residential zoning districts, boats, and RVEs in excess of 18 feet in length may only be parked in an enclosed building in the rear yard or the side yard behind a line extending across the front face of an existing building.

☒ **Keeping and Storing of Dismantled, Non-operative Machinery, Vehicles, Boats, Scrap Metal or Junk (Class I)**
114-811
No person shall keep, store, or allow to remain on any property within the City of Holly Hill, any dismantled, partially dismantled, non-operative, or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk.

☐ **Building Permit Required (Class II)**
82-131
No development activity may be undertaken without prior authorization by a building permit.

☐ **License Required: Registration Fee Required (Class II)**
62-27
No person shall engage in or manage any business, profession or occupation within the City of Holly Hill, unless and until a license shall have been procured from the City Clerk-City Manager and the payment of the amount of license tax required therefor and as provided in this article.

☒ **Sanitary Nuisances (Class I)**
26-61
- ☐ Sec. 1 Grass and weeds in excess of 12 inches in height
- ☒ Sec. 2 Accumulation of trash, litter, debris, building debris, bricks, concrete, scrap lumber, or other refuse of any nature
- ☒ Sec. 3 Any condition which provides harborage for rats, mice, snakes, and other vermin.
- ☐ Sec. 5 All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- ☐ Sec. 10 Any accumulation of stagnant water.
- ☒ Sec. 11 Storage or accumulation of junk in any area zoned for residential use.

☐ **Animals Running at Large (Class II)**
10-36
Any person who owns, keeps or harbors any animal shall not permit such animal to run at large in the city.

☐ **Other:**
Ordinance Section #: _____ Class# _____

_____
_____
_____

☐ FIRST TIME VIOLATION ☒ REPEAT VIOLATION PREVIOUS CASE#: _____ Utilitie trailer ofo street

Facts constituting reasonable cause:
2 untagged autos- 3 boats - Clutter - debris

CORRECTIVE ACTION NEEDED:
All items need to have current tags and operate or be removed.

It is the responsibility of the person cited to contact the city for an inspection when the violation is corrected. The violation will be deemed to be in existence until the code enforcement officer determines that the violation has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

☐ Vehicle being towed at the owner's expense.

☒ City abating nuisance which will result in a lien being placed on your property for cost of same.

☒ Mandatory appearance before the Special Master with possible fines of up to $500 per day.

Hearing Date: July 29 Time: 1300 Address: City Hall, Commission Chambers, 1065 Ridgewood Ave, Holly Hill FL 32117

YOU HAVE 10 DAYS FROM RECEIPT OF THIS NOTICE TO COMPLY WITH SAID ORDINANCE AND CAUSE ALL CORRECTIONS TO BE MADE.

APPLICABLE CIVIL FINE: _____

This citation is issued pursuant to Article III, Code Enforcement, of Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. The violation for which you are charged is a civil infraction. Your signature below does not constitute an admission of guilt.

Upon receipt of this citation you must within (10) days pay the applicable fine indicated above. You can contest this citation by appearing at the special master hearing at the date and time indicated above. This citation will be referred to the special master for further action unless the violation is corrected and the fine paid within the time periods provided. The special master has the legal authority to levy a per day fine from the date the violation was first observed. Payment of the fine amount will be deemed an admission that the violation exists. If you fail to pay the fine OR fail to correct the violation AND fail to appear at the special master hearing, you will be deemed to have waived your right to contest the violation or fine amount. The maximum fine the special master can levy is two hundred and fifty dollars per day ($250.00/day) for the first time violation and five hundred dollars per day ($500.00/Day) for repeat violations.

RECEIVED BY: Sherri Hammond

ENFORCEMENT OFFICER: Cherie Towne HH215 Date of Issuance: 7/7/15 Time of Issuance: 1145
ADDRESS: 1065 RIDGEWOOD AVE HOLLY HILL FL 32117 386-248-9483

WHITE – RECORDS YELLOW – INDIVIDUAL

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL. 32117 (386)248-9433

NOTICE OF VIOLATION / NOTICE TO APPEAR

Date: October 31, 2022 **Case Number:** 23-00002728

HAMMOND SHERRI W
1625 ANNISTON AVENUE
HOLLY HILL, FL 32117

Violation Location: 1625 ANNISTON AVE
Parcel ID: 4 2 42 22 15 0180
Property Owner: HAMMOND SHERRI W
Date of Violation(s): October 31, 2022
Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail
00010 62-27 (a)(b) BUSINESS TAX RECEIPT
Date Est: October 31, 2022 Location: Qty: 001

Violation Text
10/31/2022, 11:24:19 AM HLLHKXM
All businesses must have a valid and current business tax receipt through the city.

Violation Description
No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

It is the responsibility of the persons cited to contact the City for an inspection when the violation(s) are corrected. The violation(s) will be deemed to be in existence until the Code Enforcement Officer determines that the violation(s) has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Applicable Fine:

Mandatory appearance before the Special Master with possible fines of up to $500.00 per day.

Hearing Date: 11/17/2022 Time: 1:00 PM Address: City Hall, Commission Chambers, 1065 Ridgewood Ave., Holly Hill, FL. 32117.

City abating nuisance which will result in a lien being placed on the property for the actual cost of services provided.

This citation is issued pursuant to Division III, Code Enforcement, Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. These violations for which you are charged are civil infractions. Your signature below does not constitute an admission of guilt. Refusing to sign this notice does not relinquish your responsibility for the listed violations.

Upon receipt of this violation/citation you must, within (15) days, pay the applicable civil fine indicated above or within the specified time period, contest the violation or fine by filing a request for specoal master hearing. Any person that receives a citation may contest the citation by filing a written request for hearing providing the written request to the City of Holly Hill Code Enforcement Division within 15 calendar days from the citation issue date. If you elect to pay the applicable civil fine, it will be deemed an admission of the violation. If you fail to pay the appicable civil fine as indicated AND fail to appear at the hearing on the date provided above. You shall be deemed to have waived your right to contest the violation and the Special Master may enter an Order imposing a civil fine up to maximum of two hundred and fifty dollars per day ($250.00) for the first violation and five hundred dollars ($500.00/Day) for a repeat violation.

_____ _____

Received By Date/Time

_____ _____

Code Enforcement Officer Date/Time

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL. 32117 (386)248-9433

NOTICE OF VIOLATION / NOTICE TO APPEAR

Date: November 15, 2022 **Case Number:** 23-00002728

HAMMOND SHERRI W
1625 ANNISTON AVENUE
HOLLY HILL, FL 32117

Violation Location: 1625 ANNISTON AVE
Parcel ID: 4 2 42 22 15 0180
Property Owner: HAMMOND SHERRI W
Date of Violation(s): October 31, 2022
Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail
00010 62-27 (a)(b) BUSINESS TAX RECEIPT
Date Est: October 31, 2022 Location: Qty: 001

Violation Text
10/31/2022, 11:24:19 AM HLLHKXM
All businesses must have a valid and current business tax receipt through the city.

Violation Description
No person shall engage in or manage any business, profession

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

It is the responsibility of the persons cited to contact the City for an inspection when the violation(s) are corrected. The violation(s) will be deemed to be in existence until the Code Enforcement Officer determines that the violation(s) has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Applicable Fine:

Mandatory appearance before the Special Master with possible fines of up to $500.00 per day.

Hearing Date: 12/15/2022 Time: 1:00 PM Address: City Hall, Commission Chambers, 1065 Ridgewood Ave., Holly Hill, FL. 32117.

City abating nuisance which will result in a lien being placed on the property for the actual cost of services provided.

This citation is issued pursuant to Division III, Code Enforcement, Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. These violations for which you are charged are civil infractions. Your signature below does not constitute an admission of guilt. Refusing to sign this notice does not relinquish your responsibility for the listed violations.

Upon receipt of this violation/citation you must, within (15) days, pay the applicable civil fine indicated above or within the specified time period, contest the violation or fine by filing a request for specoal master hearing. Any person that receives a citation may contest the citation by filing a written request for hearing providing the written request to the City of Holly Hill Code Enforcement Division within 15 calendar days from the citation issue date. If you elect to pay the applicable civil fine, it will be deemed an admission of the violation. If you fail to pay the appicable civil fine as indicated AND fail to appear at the hearing on the date provided above. You shall be deemed to have waived your right to contest the violation and the Special Master may enter an Order imposing a civil fine up to maximum of two hundred and fifty dollars per day ($250.00) for the first violation and five hundred dollars ($500.00/Day) for a repeat violation.

_____ _____

Received By Date/Time

_____ _____

Code Enforcement Officer Date/Time

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
(386) 248-9433

NOTICE TO APPEAR

Date: January 4, 2023 **Case Number:** 23-00002728

HAMMOND SHERRI W
1625 ANNISTON AVENUE
HOLLY HILL, FL 32117

Violation Location: 1625 ANNISTON AVE
Parcel ID: 4 2 42 22 15 0180
Property Owner: HAMMOND SHERRI W
Date of Violation(s): October 31, 2022
Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail
00010 62-27 (a)(b) BUSINESS TAX RECEIPT
Date Est: October 31, 2022 Location: Qty: 001

Violation Text
10/31/2022, 11:24:19 AM HLLHKXM
All businesses must have a valid and current business tax receipt through the city.

Violation Description
No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article.
(

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
(386) 248-9433

Please call before your hearing date – (386)248-9433
Hearing Date: January 19, 2023
Hearing Time: 1:00pm
Hearing Location: Holly Hill City Hall, 1065 Ridgewood Avenue, Municipal Court Room

Attention: Person(s) with Disabilities:
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance.

Code Enforcement Officer :
Kyle Mahanes
386-2489483
kmahanes@hollyhillfl.org

Cc: Special Master
File
Post

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
(386) 248-9433

NOTICE TO APPEAR

Date: April 4, 2023 **Case Number:** 23-00002728

HAMMOND SHERRI W
1625 ANNISTON AVENUE
HOLLY HILL, FL 32117

Violation Location: 1625 ANNISTON AVE
Parcel ID: 4 2 42 22 15 0180
Property Owner: HAMMOND SHERRI W
Date of Violation(s): October 31, 2022
Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail
00020 114-33(2) ZONING
Date Est: October 31, 2022 Location: Qty: 001

Violation Text
10/31/2022, 11:26:09 AM HLLHKXM
Scrapping and other storage related businesses may not be operated out of a residentially zoned area.
You must remove the business and all associated material, equipment, vehicles, and scrap from this residential area immediately and relocate it to a suitably zoned site.

Violation Description
(2) Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
(386) 248-9433

Hearing Date: April 20, 2023
Hearing Time: 1:00pm
Hearing Location: Holly Hill City Hall, 1065 Ridgewood Avenue, Municipal Court Room

Attention: Person(s) with Disabilities:
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance.

Code Enforcement Officer :
Kyle Mahanes
386-2489483
kmahanes@hollyhillfl.org

Cc: Special Master
File
Post

Attachment: Exhibit B - Notices of Violation (4405 : 1625 Anniston Avenue Nuisance Abatement)

Instrument# 2014-066172 # 2
Book: 6978
Page: 4627

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MASTER HEARING
HOLLY HILL FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Parcel No. 42-14-32-22-15-0180
Case No. 427940

-vs-

Sherri Hammond (Owner's)

Respondent(s),

ORDER NON- COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 26th day of July, 2013, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 1625 Anniston Ave., Holly Hill 32117 has been cited for 26-61 2 Trash Litter Garbage, 26-61 3 Harborage for Vermin, 26-61 11 Junk and 82-0131 No permit fence wall installed. The Respondent was found in non-compliance for all of the above.

CONCLUSIONS OF LAW

The Respondent(s) was found in non-compliance 26-61 2 Trash Litter Garbage, 26-61 3 Harborage for Vermin, 26-61 11 Junk and 82-0131 No permit fence wall installed

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty ($250.00) dollars, which if not paid in ninety days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above

Respondent has until August 28th 2013 hearing to bring the property into compliance. At that time it will be determined if any additional fines will be imposed. The Respondent was noticed in open court of the next court date.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Instrument# 2014-066172 # 3
Book: 6978
Page: 4628

The Respondent must notify the Code Enforcement Officer, Jason Weiss, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above

DONE AND ORDERED this 7 day of August 2013, at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, John A. Pascucci
John A. Pascucci, Special Magistrate

Attest: OFC J. WEISS #217
Code Enforcement Official

This instrument prepared by John A. Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Instrument# 2014-066172 # 4
Book: 6978
Page: 4629
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 7 day of August 2013 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

1. Ms. Sherri Hammond
   1625 Anniston Ave.
   Holly Hill, Florida 32117

ORC J. Weiss # 217
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Jason Weiss, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Return To: (Enclose Self Addressed Envelope	
Name:	Kurt Swartzlander
Address:	1065 Ridgewwod Avenue
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-22-15-0180	

04/15/2014 01:17 PM
Instrument# 2014-066172
Book: 6978
Page: 4626

6.2.c

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swatzlander, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Hammond Sherri W
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Administration fine $250.00

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 17 EXC S 24 FT & LOT 18 EXC N 13 FT BLK 15 FLOMICH GARDE
NS SEC HOLLY HILL HTS PER OR 1999 PG 0099 PER OR 5342 PGS 00
1625 Anniston Ave Holly Hill, FL 32117

owned by Hammond Sherri W

of a total value of Two Hundred Fifty Dollars ($250.00)
of which remains unpaid as of first notified of the items on April 8, 2014.

OKALEA CIRCELLI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE114396
Expires 7/20/2015

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 10 day of April 2014

_____
Notary Public

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Instrument# 2014-066170 # 2
Book: 6978
Page: 4620

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida
Petitioner,

-vs-

Sherri Hammond Owner(s)
Respondent(s),

Parcel No. 42-14-32-22-15-0180
Case No. 427940

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 28th day of August 2013, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), owner(s) of property located at 1625 Anniston Ave. Holly Hill 32117 has been cited for 82-131 No permit fence and wall installed, 26-61, (2) Trash and litter, 26-61 (3) Any condition which provides harborage for rates mice snakes and other vermin, and 26-61 (11) Junk stored in residential property.

CONCLUSIONS OF LAW

That the Respondent(s) are in violation of Holy Hill Zoning and Ordinances: Violation, 82-131 No permit fence and wall installed, 26-61 (2) Trash and litter, 26-61 (3) Any condition which provides harborage for rates mice snakes and other vermin and 26-61 (11) Junk stored in a residential property.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty ($250.00) dollars, ordered at the last hearing. which if not paid in ninety days from the date of the last order it shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Instrument# 2014-066170 # 2
Book: 6978
Page: 4621
Diane M. Matousek
Volusia County, Clerk of Court

homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above.

The violation 82-131No permit fence and wall installed are not brought into compliance in ten (10) days from the date of this order a fine of thirty ($30.00) dollars a day for each and every day the violation continues to exist.

If the violation 26-61(2) litter and trash are not brought into compliance in ten (10) days from the date of this order a fine of thirty ($30.00) dollars a day for each and every day the violation continues to exist.

If the violation 26-61(3) harborage for vermin are not brought into compliance in ten (10) days from the date of this order a fine of Thirty ($30.00) dollars a day for each and every day the violation continues to exist.

If the violation 26-61(11) junk stored residential property are not brought into compliance in ten (10) days from the date of this order a fine of Thirty ($30.00) dollars a day for each and every day the violation continues to exist.

DONE AND ORDERED this 06 day of September 2013, at Holly Hill County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, John A Pascucci
John A. Pascucci, Special Magistrate

Attest: ORC J. WEISS
Code Enforcement Official

This instrument prepared by John A. Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 06 day of September, 2013 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

1. Ms. Sherry Hammond
   1625 Anniston Ave.
   Holly Hill, Florida 32117

ORC J. WEISS
Code Enforcement Official

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, Jason Weiss, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Return To: (Enclose Self Addressed Envelope	
Name:	Kurt Swartzlander
Address:	1065 Ridgewwod Avenue
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4242-22-15-0180	

04/15/2014 01:17 PM
Instrument# 2014-06617(
Book: 6978
Page: 4619

6.2.c

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swatzlander, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Hammond Sherri W
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Install fence without permits $30.00 a day. Litter & trash $30.00 a day. Harborage for vermin $30.00 a day. Junk stored on residential property $30.00 a day Beginning on September 12, 2013.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
LOT 17 EXC S 24 FT & LOT 18 EXC N 13 FT BLK 15 FLOMICH GARDE
NS SEC HOLLY HILL HTS PER OR 1999 PG 0099 PER OR 5342 PGS 00
1625 Anniston Ave Holly Hill, FL 32117

owned by Hammond Sherri W

of a total value of One Hundred Twenty Dollars a day ($120.00) until property comes into compliance which remains unpaid as of April 8, 2014.

OKALEA CIRCELLI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE114396
Expires 7/20/2015

Lienor: City of Holly Hill
By _____ (Agent)
Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 10 day of April 2014

_____
Notary Public

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Sherri Hammond, Owner(s)
Respondent(s),

Parcel No. 42-14-32-22-15-0180

Case No. 1013847

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 26th day of August, 2015 and the 23rd of September 2015 and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Respondent(s), Owner(s) of the property located at 1625 Anniston Street, Holly Hill, Florida 32117 has been noticed on or about the 22nd of May, 2015 and in June of 2015 for the following violations 114-792(a) – It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property within the city if the motor vehicle does not have displayed thereon both a current motor vehicle license plate and an unexpired inspection sticker, if applicable to the motor vehicle.; and 114-811(a) - No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section.

At the hearing held on the 26th day of August, 2015, the testimony and evidence of the Holly Hill Code Enforcement Officer confirm that four boats and one inoperable motor vehicle were stored on the property. At that hearing, the Officer testified that three of the boats remained untagged. Additionally, the Officer stated that no more than 2 boats could be stored outdoors on any one residential property in accordance with 114-791(g). The Respondent appeared and advised that she is currently working to resolve all the violations. The Respondent was granted 30 days to correct all violations.

At the hearing held on the 23rd of September 2015, the Respondent did not appear at the hearing. The Code Enforcement Officer advised that three boats remained unlicensed, one non-operable truck remains on the property unlicensed and a trailer without a license was also found on the property. Additionally, the Code Enforcement Officer reiterated that no more than two boats are permitted to be left outdoors on any residential property.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CONCLUSIONS OF LAW

That the Respondent(s), Owner(s) of property located at 1625 Anniston Street, Holly Hill, Florida 32117 is in violation of one (1) count of 114-792(a) – It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property within the city if the motor vehicle does not have displayed thereon both a current motor vehicle license plate and an unexpired inspection sticker, if applicable to the motor vehicle. The unlicensed and untagged vehicle has remained on the property through every hearing and remains uncorrected.

That the Respondent(s), Owner(s) of property located at 1625 Anniston Street, Holly Hill, Florida 32117 is in violation four (4) counts of 114-811(a) - No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section. The inoperable vehicle and three boats remain on the property and have not been removed or repaired to rectify this issue. Additionally, the three boats remain untagged or licensed.

That the Respondent(s), Owner(s) of property located at 1625 Anniston Street, Holly Hill, Florida 32117 is in violation of one (1) count of 114-791(g) - No more than two items which are either boats or RVEs may be parked outdoors (including within a structure which is not fully enclosed) at any one residential property. There are currently four boats and a trailer on the property in violation of this ordinance.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) pay an administrative fine of two hundred and fifty ($250.00) dollars, which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above.

If violation of 114-792(a) – It shall be unlawful to park or store a motor vehicle on any public street or on any residentially zoned property within the city if the motor vehicle does not have displayed thereon both a current motor vehicle license plate and an unexpired inspection sticker, if applicable to the motor vehicle is not brought into compliance in five (5) days from the date of this order a fine of twenty-five ($25.00) dollars a day for each and every day the violation continues to exist.

If the violation of four (4) counts of 114-811(a) - No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

provided in this section is not brought into compliance in five (5) days from the date of this order a fine of twenty-five ($25.00) dollars per count, per day for each and every day the violation continues to exist.

If the violation of 114-791(g) - No more than two items which are either boats or RVEs may be parked outdoors (including within a structure which is not fully enclosed) at any one residential property is not brought into compliance in five (5) days from the date of this order a fine of twenty-five ($25.00) dollars per day for each and every day the violation continues to exist.

DONE AND ORDERED this 29th day of September, 2015, at Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: Scott D Marquez
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 30th day of September, 2015 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Sherri Hammond
1625 Anniston Street
Holly Hill, FL 32117

Scott D Marquez
Code Enforcement Official

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Return To:	
Name:	Jonathan McKinney
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s):	4242-22-15-0180

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Jonathan McKinney, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)
City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Sherri W Hammond
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Special Magistrate Administrative Hearing Fine of $250.00, ordered on September 29, 2015. Special Master Administration Fine of $25.00 per day, per violation against this property. The six sited violations have not been corrected; the property has not come into compliance. $25.00 per day fine, per violation commencing on October 5, 2015.

on the following described real property in Volusia County, Florida: (Describe real property sufficiently for identification, including street and number, if known)
LOT 17 EXC S 24 FT & LOT 18 EXC N 13 FT BLK 15 FLOMICH GARDENS SEC HOLLY HILL HTS PER OR 1999 PG 0099 PER OR 5342 PGS [redacted] PER OR 5421 PGS [redacted] INC PER D/C 6685 PG 2331

1625 Anniston Avenue Holly Hill, FL 32117

owned by with Sherri W Hammond

of a total value of One Hundred Fifty Dollars ($150.00) per day for property code violations, commencing on October 5, 2015. In addition a Two Hundred Fifty Dollar ($250.00) Special Magistrate Hearing Fine; both fines which remain unpaid as of November 5, 2018.

Okalea Circelli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires [redacted]

Lienor/City of Holly Hill
By _____ (Agent)
Print Name: Jonathan McKinney

Sworn to and subscribed before me this 5th day of November 2018.

Notary Public

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political
Sub-division of the State of Florida

Petitioner,

-vs-

Sherri W. Hammond, Owner

Respondent.

Parcel No. 4242-2215-0180
Case No. 23-2728

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 19th of January, 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Sherri W. Hammond, Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 was issued a Notice of Violation on the 31st of October, 2022 and a Notice to Appear on the 4th of January, 2023 for the violation of Section 62-27 - Required; delinquency penalty. (a) No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article. (b) Any person who shall carry on, conduct or manage any business, occupation or profession for which a receipt is required under this article without having first obtained such a receipt shall be subject to a penalty of 25 percent of the receipt determined to be due and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

At the hearing, the Code Enforcement Officer Mahanes provided evidence through photographs and testimony that the Respondent is engaging in a scrapping business without paying a business license tax, and in a zone that is not authorized to conduct this type of business. The City of Holly Hill has offered to provide a dumpster to the Owner, at the Owner's expense. The cost of the dumpster shall be recorded as a lien on the property. The Owner of the property appeared at the hearing and advised that she will have assistance this upcoming week to help clear all the trash, scrap and debris from the property.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 62-27 - Required; delinquency penalty. (a) No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article. (b) Any person who shall carry on, conduct or manage any business, occupation or profession for which a receipt is required under this article without having first obtained such a receipt shall be subject to a penalty of 25 percent of the receipt determined to be due and Section 114-33(2) - Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all the violations listed above into compliance within fifteen (15) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars ($50.00) a day, PER VIOLATION until the property comes into compliance.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 25th day of January 2023, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____day of _____, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Sherri W. Hammond
1625 Anniston Avenue
Holly Hill, FL 32117

_____
Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Sherri W. Hammond, Owner

Respondent.

Parcel No. 4242-2215-0180
Case No. 23-000002728

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th of April 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Sherri W. Hammond, Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 was issued a Notice of Violation on the 31st of October, 2022 and a Notice to Appear on the 4th of April, 2023 for the violation of Section 26-61 – Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 114-33(2) – Interpretations of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

At the hearing, the Code Enforcement Officer Mahanes testified that this property has previously been cited for trash and debris accumulation and continues to have these violations. Officer Mahanes provided evidence through photographs and testimony that there continues to be trash and debris all over the property. This property is not zoned, permitted, or authorized to be used as a storage or scrapping facility. The City of Holly Hill continues to receive complaints regarding this property. The City of Holly Hill Code Enforcement is requesting permission (pending a ruling of the same from the City Commissioners) to enter the property to remove all items declared a nuisance under Section 26-61, at the Owner's expense. The Owner was present at the hearing and testified that she is in the process of getting help in cleaning up her property. Although

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

she has made some progress in removal of some items, the Owner has failed to bring the property into compliance.

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61 - The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 114-33(2) – Interpretations of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the Respondent fails to correct all the violations within fourteen (14) days, the City of Holly Hill employees, subcontractors, and/or agents shall be granted permission (pending a ruling of the same from the City Commissioners) to enter the property to remove all items declared a nuisance according to city ordinance Section 26-61. All costs and expenses incurred by the City of Holly Hill for the removal of the items shall be paid by the Owner. If the Owner fails to pay these costs and expenses they shall be recorded as a lien on the property.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 26th day of April 2023, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 27th, day of April, 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

_____
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 27th day of April, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Sherri W. Hammond
1625 Anniston Avenue
Holly Hill, FL 32117

_____
Code Enforcement Official

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: Exhibit C - Magistrate Orders and Related Liens (4405 : 1625 Anniston Avenue Nuisance Abatement)

SM Case # and Hearing Date	Daily Amount	Start Date	Last Date Calculated	# of Days	Total Amount
427940 on Aug. 28, 2013	$120.00	9/16/2013	9/14/2023	3652	**$438,250**
1013847 on Sept. 23, 2015	$150.00	10/5/2015	9/14/2023	2902	**$435,400**
$250 ordered on the dates of 7/26/23 and 8/28/13 and 9/23/15	Special Master Admin Fees				**$750**
					$874,400
See Attached Pages					

Attachment: Exhibit D - Lien Amounts (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Community Services
386-248-9435
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9459
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

Sherri Hammond
1625 Anniston Avenue
Holly Hill, FL 32117

August 31, 2023

NYMT Loan Trust 1
90 Park Avenue, 23rd Floor
New York, NY 10016

Re: Case No: 23-2728

THIS IS AN IMPORTANT LETTER

Dear Ms. Hammond,

On April 20, 2023, the Special Master heard testimony under oath regarding Case # 23-2728. The case concerns the accumulation of trash and debris at your property at 1625 Anniston Avenue, Holly Hill, FL. A copy of the Special Master's signed orders is attached.

You were given until Wednesday, May 10th, 2023, to correct all violations. If the violations were not corrected by that date, the Special Master granted permission for the City to enter your property (pending ruling of same by the City Commission) and remove all items declared a nuisance according to Section 26-61 – Special items declared a nuisance (Attached).

As of the date of this letter, the violations continue to exist. In order to come into compliance, you must do the following: Remove all trash and debris (items declared a nuisance according to Section 26-61) from the property and receive an inspection from a code enforcement official stating that you are in compliance. It is your responsibility to contact the code enforcement division.

You are given until Sunday, September 17, 2023, to correct all violations. On Monday, September 18th, your property will be inspected by a code enforcement official. If it is deemed that the violations have not been corrected in full, your case will be heard before the City Commission on **Tuesday, September 26th, 2023 at 6:00 pm.**

If you do not receive written confirmation on or before Tuesday, September 19th, that you are complaint, then you must attend the hearing on Tuesday, September 26, 2023 at 6:00 pm.

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)

The purpose of the meeting is for staff to request that the City Commission determine whether or not a public nuisance exists, and if so, and what course of action should be taken, which may include authorizing City employees, subcontractors, and/or agents, to enter your property and remove all items declared a nuisance. If staff is authorized to enter your property to remove all items declared a nuisance, staff will further request that all expenses incurred by the City for removal of such items be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem tax portion of the property tax bill.

Questions regarding this letter can be directed to Brian Walker, Community Development Director, at 386-248-9424 or bwalker@hollyhillfl.org. You can also contact your code enforcement officer, Kyle Mahanes at 386-248-9483 or kmahanes@hollyhillfl.org. It is preferable to contact both staff members via email. If you write to one, please copy the other.

Sincerely,

Brian Walker
Community Development Director

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)

Sec. 26-61. Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Sherri W. Hammond, Owner

Respondent.

Parcel No. 4242-2215-0180
Case No. 23-000002728

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th of April 2023, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Sherri W. Hammond, Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 was issued a Notice of Violation on the 31st of October, 2022 and a Notice to Appear on the 4th of April, 2023 for the violation of Section 26-61 – Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 114-33(2) – Interpretations of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

At the hearing, the Code Enforcement Officer Mahanes testified that this property has previously been cited for trash and debris accumulation and continues to have these violations. Officer Mahanes provided evidence through photographs and testimony that there continues to be trash and debris all over the property. This property is not zoned, permitted, or authorized to be used as a storage or scrapping facility. The City of Holly Hill continues to receive complaints regarding this property. The City of Holly Hill Code Enforcement is requesting permission (pending a ruling of the same from the City Commissioners) to enter the property to remove all items declared a nuisance under Section 26-61, at the Owner's expense. The Owner was present at the hearing and testified that she is in the process of getting help in cleaning up her property. Although

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)

she has made some progress in removal of some items, the Owner has failed to bring the property into compliance.

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 1625 Anniston Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61 - The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 114-33(2) – Interpretations of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-118, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the Respondent fails to correct all the violations within fourteen (14) days, the City of Holly Hill employees, subcontractors, and/or agents shall be granted permission (pending a ruling of the same from the City Commissioners) to enter the property to remove all items declared a nuisance according to city ordinance Section 26-61. All costs and expenses incurred by the City of Holly Hill for the removal of the items shall be paid by the Owner. If the Owner fails to pay these costs and expenses they shall be recorded as a lien on the property.

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 26th day of April 2023, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 27th, day of April, 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

_____
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 27th day of April, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Sherri W. Hammond
1625 Anniston Avenue
Holly Hill, FL 32117

_____
Code Enforcement Official

Attachment: Exhibit E - Correspondence / Letter (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 2-3-2013 (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 2-3-2013 (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 2-3-2013 (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 2-3-2013 (4405 : 1625 Anniston Avenue Nuisance Abatement)





Attachment: Pictures taken 8-28-13 (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 8-28-13 (4405 : 1625 Anniston Avenue Nuisance Abatement)





Attachment: Pictures taken 8-28-13 (4405 : 1625 Anniston Avenue Nuisance Abatement)



Attachment: Pictures taken 8-28-13 (4405 : 1625 Anniston Avenue Nuisance Abatement)

Pictures Taken of 1625 Anniston Avenue on 12-21-2022 by Code Enforcement Officer K. Mahanes









Attachment: Pictures Taken on 12-21-22 (4405 : 1625 Anniston Avenue Nuisance Abatement)





Attachment: Pictures Taken on 12-21-22 (4405 : 1625 Anniston Avenue Nuisance Abatement)







Attachment: Pictures Taken on 12-21-22 (4405 : 1625 Anniston Avenue Nuisance Abatement)

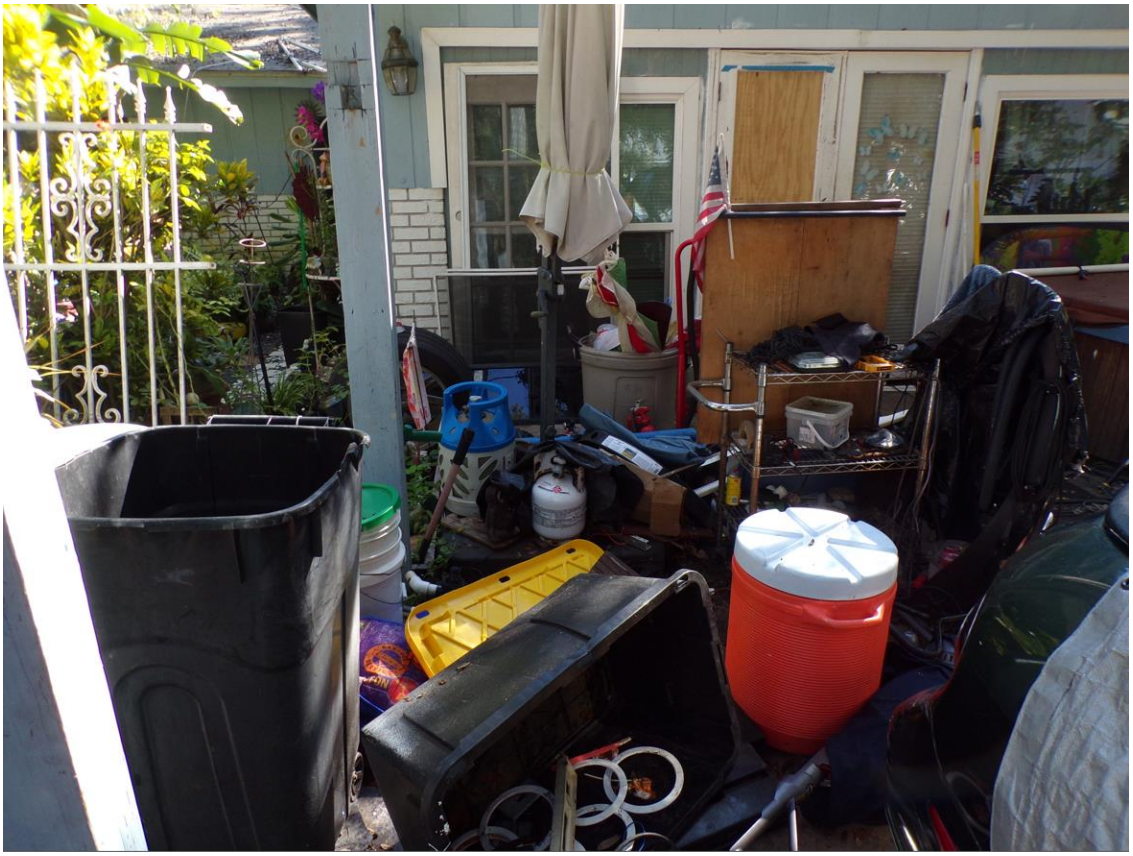
Pictures Taken of Conditions at 1625 Anniston Avenue on 9/14/23 by Code Enforcement Officer K. Mahanes



Attachment: Pictures - 9-14-23 (4405 : 1625 Anniston Avenue Nuisance Abatement)

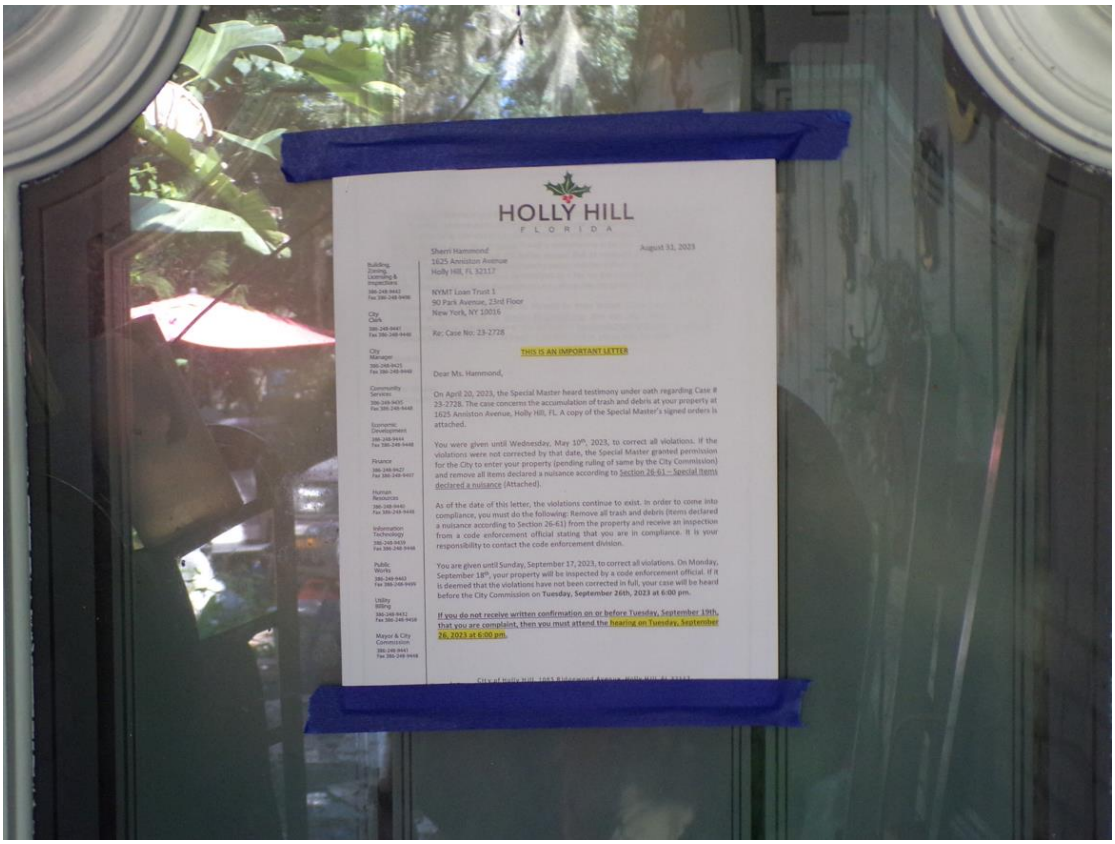







Johnson
8.0





HOLLY HILL
FLORIDA

Sherri Hammond
1625 Anniston Avenue
Holly Hill, FL 32117

August 31, 2023

NYMT Loan Trust 1
90 Park Avenue, 23rd Floor
New York, NY 10016

Re: Case No: 23-2728

THIS IS AN IMPORTANT LETTER

Dear Ms. Hammond,

On April 20, 2023, the Special Master heard testimony under oath regarding Case # 23-2728. The case concerns the accumulation of trash and debris at your property at 1625 Anniston Avenue, Holly Hill, FL. A copy of the Special Master's signed orders is attached.

You were given until Wednesday, May 10th, 2023, to correct all violations. If the violations were not corrected by that date, the Special Master granted permission for the City to enter your property (pending ruling of same by the City Commission) and remove all items declared a nuisance according to Section 26-61 – Special Items declared a nuisance (Attached).

As of the date of this letter, the violations continue to exist. In order to come into compliance, you must do the following: Remove all trash and debris (items declared a nuisance according to Section 26-61) from the property and receive an inspection from a code enforcement official stating that you are in compliance. It is your responsibility to contact the code enforcement division.

You are given until Sunday, September 17, 2023, to correct all violations. On Monday, September 18th, your property will be inspected by a code enforcement official. If it is deemed that the violations have not been corrected in full, your case will be heard before the City Commission on **Tuesday, September 26th, 2023 at 6:00 pm.**

If you do not receive written confirmation on or before Tuesday, September 19th, that you are complaint, then you must attend the hearing on Tuesday, September 26, 2023 at 6:00 pm.

Building, Zoning, Licensing & Inspections
386-248-9441
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9440

City Manager
386-248-9425
Fax 386-248-9448

Community Services
386-248-9435
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9407

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9439
Fax 386-248-9498

Public Works
386-248-9442
Fax 386-248-9499

Utility Billing
386-248-9431
Fax 386-248-9418

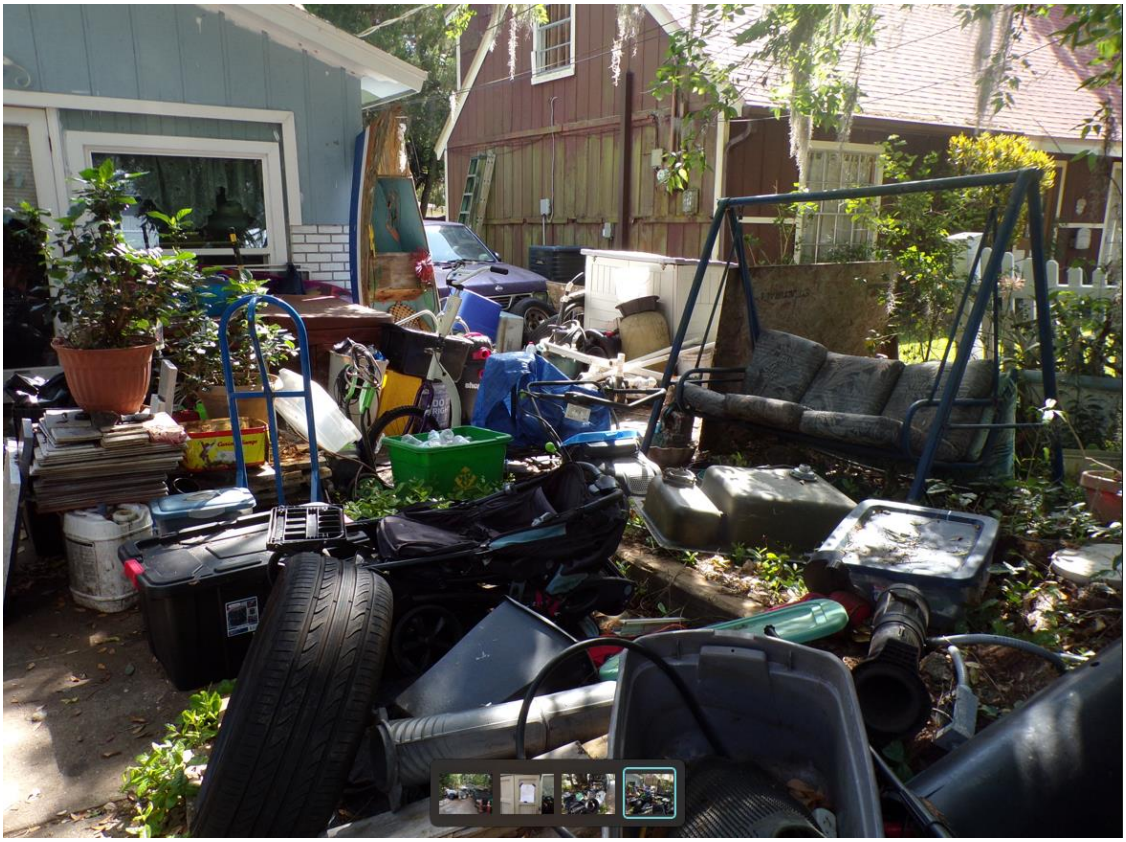
Mayor & City Commission
386-248-9441
Fax 386-248-9498

Pictures Taken of Conditions at 1625 Anniston Avenue on 4/5/23 by Code Enforcement Officer K. Mahanes



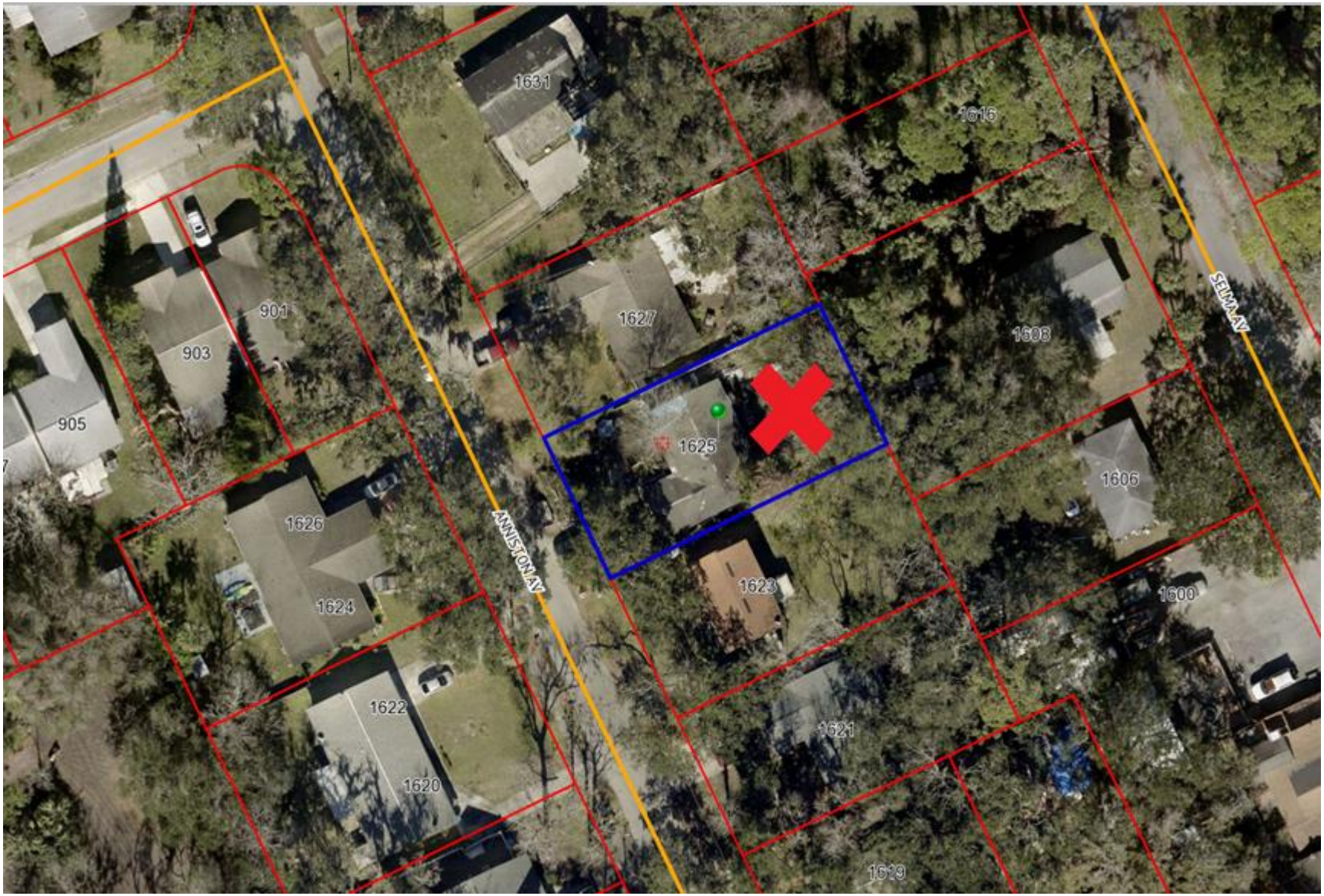
Attachment: Pictures Taken 4-5-23 (4405 : 1625 Anniston Avenue Nuisance Abatement)





Attachment: Pictures Taken 4-5-23 (4405 : 1625 Anniston Avenue Nuisance Abatement)

1625 Anniston Avenue



Attachment: Aerial (4405 : 1625 Anniston Avenue Nuisance Abatement)

Sec. 26-61. Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Attachment: Sec. 26-61. Special items declared a nuisance. (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

MEETING DATE: February 14, 2023
FROM: Brian Walker
SUBJECT: SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinance to Provide the City with a Process to Abate Nuisances Listed in Section 26-61 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances; Providing for Notice to the Property Owner; Providing for Collection of Costs Incurred; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2023-O-3059
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an Ordinance of the City of Holly Hill, Florida, amending the Holly Hill Code of Ordinances by amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances, to provide the City with a process to abate nuisances listed in Section 26-61 (special items declared a nuisance.)

BACKGROUND

Code Enforcement is an important focus of the City of Holly Hill. Holly Hill Code Enforcement officers enforce a broad range of land use-related ordinances to ensure that a healthy and safe environment is maintained for the residents, businesses, and visitors of Holly Hill.

The process through which Code Officers do their job is outlined in the City's Code of Ordinances - particularly Chapter 2, Division 3, titled Code Enforcement, and Chapter 3, titled Enforcement. These chapters discuss definitions, the enforcement procedure, issuance of citations, and abatement, along with other topics related to the code enforcement process.

Chapter 26, Section 26-61 of the Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, storage of junk, improperly maintained septic tanks, as well as other types of nuisances.

In general, unresolved violations of code, such as the accumulation of trash and debris on private property, can lead to the issuance of daily fines and ultimately the placing of liens on the property. However, with few exceptions, the City does not specifically have the authority to abate (which is to "put an end to") a nuisance, by entering onto private property and removing (for example), trash and debris, or abate other types of nuisances. In general, once a lien is

placed on a property for an unresolved violation of code, the City must wait for the property owner to abate (put an end to) the nuisance. This can become a severe problem in the case for instance, of a hoarder who refuses to remove large amounts of trash and debris from their property, and who in fact continues to accumulate such trash and debris.

The purpose of the proposed Ordinance is to expand the ability of the City to abate nuisances listed in Chapter 26, Section 26-61, including by entering onto private property, only after following the process outlined in the Ordinance, and receiving authorization from the City Commission. The proposed Ordinance also provides a process for notice, and authorizes the City to file a lien for costs incurred and pursue collection of costs as an assessment.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on January 9, 2023 the Board of Planning and Appeals voted 4 to 1 in favor of recommending the proposed Ordinance.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill, Florida, amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances to provide the City with a process to abate nuisances listed in Section 26-61 (special items declared a nuisance) of the Holly Hill Code of Ordinances; providing for notice to the property owner; providing for collection of costs incurred; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Chapter 3. ENFORCEMENT (PDF)
- Division 3. CODE ENFORCEMENT (PDF)
- Sec. 26-61. Special Items Declared a Nuisance (PDF)

HISTORY:

01/24/23 City Commission APPROVED AT 1ST READING
Next: 02/14/23

Mayor Via opened public participation. No one spoke.

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

Ordinance No. 2023-3059

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26-21 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances declares certain conditions and activities to be nuisances; and

WHEREAS, Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances provides a process for the city to abate certain nuisances but not all nuisances identified in Section 26-61 of the Holly Hill Code of Ordinances; and

WHEREAS, the City Commission believes that expanding the process under Section 3 (Enforcement) to include all the conditions and activities listed in Section 26-61 (Special Items Declared a Nuisance) will be a useful tool for the City in remedying properties with nuisance conditions.

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

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

SECTION 1.

Sec. 3-1. General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this ~~c~~ Chapter and Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement).

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to Chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall pursue code enforcement pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement), unless an emergency condition justifies other lawful response. The city official can request the special magistrate authorize the City to enter the property for purposes of yard maintenance such as mowing, trimming, debris removal, etc. All other nuisance conditions shall be abated as set forth below. ~~shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the~~

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

~~city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.~~

(2) If the property owner fails to correct the violation(s) pursuant to the Order issued pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement) and the nuisance condition still exists, the city official may pursue abatement pursuant to Section 3-2 below.

~~If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.~~

~~(3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.~~

~~(4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such~~

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

~~property.~~

~~(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.~~

(~~6~~3) The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

Sec. 3-2. Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under Section 26-61 pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

(1) The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under Section 26-61. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated within the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

(d) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

Sec. 3-3. Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(a) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(b) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(c) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(d) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(e) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

notice.

Sec. 3-4. Lien for Cost and Collection.

All costs incurred by the city in abating the nuisance (including cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posts and publication expenses, as well as other direct or indirect costs associated therewith) may be recorded as a lien on the subject property and to the extent permitted, may be collected as an assessment pursuant to Chapter 30 (Finance), Article IV (Special Assessment). In addition to the above, the city may collect the costs incurred by any other legal means.

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

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

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 14th day of FEBRUARY, 2023 for second and final reading.

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

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

Attachment: Ordinance 3059 - Amending Chapter 3 Code Enforcement - Abate Nuisance (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9449
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

Sherri Hammond
1625 Ridgewood Ave
Holly Hill, FL 32117

February 5, 2024

Dear Ms. Hammond,

On September 26, 2023, you were brought before the city commission for several code violations against your property located at 1625 Anniston Ave. Holly Hill, FL 32117.

During the meeting your property was found to be in violation of several city codes and the city commission offered to pay the cost of a roll off container to be placed on your property with two collection which had to be completed within 30 days. The cost of the containers was to be reimbursed in 12 equal monthly payments for which you have not begun to pay.

CITY COMMISSION ACTION OF SEPTEMBER 26, 2023.
That based on the evidence presented, the city finds 1625 Anniston to constitute a public nuisance; that the property owner brings the property into compliance and abate the nuisance within 30-days. If, based on the inspection of city staff, it is determined that the property is not in compliance then the City Manager will have discretion to allow "up to" an additional 30-days for compliance pending a, solely in his discretion, whether or not there's been a good faith effort to come into compliance by the property owner; that the city is authorized to provide for a deposit and to pay for up to 2 dumps of a 20 yard dumpster and that, that will be repaid by the property owner in 12 equal installments; if that is not collected that way, that the city is authorized to seek other means of collection; and ask city staff to see if there are other charitable or other means to provide or to reach out to churches or not-for-profits that might be able to provide help and might provide some assistance to the property owner.

I have visited the property at 1625 Anniston several times over the past three months. When I sent the last email to the City Commission on October 25th the property owners were making little but some progress. Due to the progress being made I decided to extend the time period an additional 30 days and allowed for the roll off container to remain for an extended period of time. The first roll off was full however, the second roll over was not even half full when it was removed.

I visited the property on Tuesday, January 2 on my way into the office. I met with the owners and informed them that I actually see more items on the property than had been there on my previous visit. They informed me it would be gone on Wednesday. I told them I would return on Thursday morning. I waited until Friday, January 5 to visit the property again. I made contact with the owners to discuss what appeared to be even more items on the property.

Attachment: 1625 Anniston Notice to Owner (4405 : 1625 Anniston Avenue Nuisance Abatement)

It is clear that the you have been misleading and deceiving me and the code staff, for a long period of time, about removing the junk items from their property. It is clear that the you may have a hoarding problem which affects the conditions of their property and the properties around them. The amount of junk remaining on the property is a harborage for pests, a nuisance to the neighborhood to the point of lowering property values and is becoming a health and safety concern for the neighborhood.

As part of the City Commission motion and direction, the commission did not specify that the city staff can direct a company to go onto the property to remove the junk. Therefore, I presenting this item to the city commission on Tuesday, February 13, 2024 at 6:00pm with the request to have a third party enter the property to remove all junk causing the code violations.

Please plan to attend the City Commission meeting on Tuesday, February 13, 2024 at 6:00pm.

Sincerely,



Attachment: 1625 Anniston Notice to Owner (4405 : 1625 Anniston Avenue Nuisance Abatement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **February 13, 2024**
FROM: **Brian Walker**
SUBJECT: **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.**
NUMBER: **2024-O-3068**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

MALKIT SALH BPUD DEVELOPMENT AGREEMENT MAJOR AMENDMENT AND REZONE - Consider a major amendment and rezone to The Malkit Salh BPUD Development Agreement located on approximately .8 acres, on the west side of Nova Road S on the corner of S. Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

BACKGROUND:

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 added additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose is this major amendment request.

The applicant is requesting to amend the approved 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.

Consistency with the Land Development Code

The proposed PD zoning designation and requested major amendment have been evaluated for compatibility with the Land Development Regulations of Holly Hill. Staff finds the requested PD Major Amendment to be consistent with the City's Land Development Regulations, and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend to the City Commission to adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development, a Major Amendment adding uses and modifying specific development standards, and the associated Development Agreement for approximately .8 acres, on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

ATTACHMENTS:

- Aerials (PDF)
- Current Development Agreement (PDF)
- EXHIBIT A (PDF)
- EXHIBIT B (PDF)
- Proposed Second Major Amendment (PDF)
- Zoning and Location Map (PDF)
- Application (PDF)
- Location Envelope (PDF)

HISTORY:

01/09/24 City Commission CONTINUED TO A DATE CERTAIN

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 added additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose is this major amendment request. Mr. Walker stated, now over the past 19 years there have been changes along no 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.

Ordinance No. 2024-3068

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.

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.

WHEREAS, MALKIT SALH REVOCABLE LIVING TRUST has proposed a second Major Amendment to the BPUD on property described in Exhibit A, to amend that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the second Major Amendment to MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT as described in Exhibit "B".

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

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

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of FEBRUARY, 2024 for first reading.

EXHIBIT A

Legal Description

S 225 FT OF E 193 1/3 FT OF LOT 21 W OF OLD KINGS RD BLK 21 FLEMING FITCH GRANT PER DB 526 PG 383 EXC PT IN RD PER DB 549 PG & EXC TRIANG IN NEW R/W BEING E 31.99 FT OF S 32.05 FT PER OR 5098 PG 2762 PER OR 5871 PGS 2104-2106 INC PER OR 7115 PGS 0219-0221 INC PER OR 7779 PG 0771

EXHIBIT B

SECOND MAJOR AMENDMENT TO THE MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT

THIS SECOND MAJOR AMENDMENT TO THE MALKIT SALH BPUD DEVELOPMENT AGREEMENT is made this _____ day of _____, 2024, by and between **MALKIT SALH REVOCABLE LIVING TRUST**, and the **CITY OF HOLLY HILL,** a Florida municipal corporation (the "City").

WHEREAS, Malkit Salh and the City entered into that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree that letter D of the current agreement titled, Land Uses Within the PUD, is replaced in its entirety with the language below labeled **D,** and that letter E of the current agreement titled, Development Standards is replaced in

its entirety with the language below labeled **E,**

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed within the proposed PUD. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

a. Automotive Repairs, Servicing and Sales
b. Shed sales and display - sheds shall be displayed only within the boundaries shown on the attached plans labeled **Location Envelope**.
c. All uses permitted in the B-6 zoning district except as otherwise prohibited.

Prohibited Uses:

a. Bars and nightclubs.
b. Self-service laundromats
c. Any other uses not specifically listed under Permitted Uses
d. Single-family home - **the property owner waives and relinquishes any claims to grandfathering with regard to the use of a single-family home.**

E. Development Standards:

1. Minimum lot area: 34,600 square feet
2. Minimum lot width: 170 feet
3. Minimum yard size:

a. Front yard - 15 feet - Property is a corner lot and considered to have two front yards that abut the road

b. *Side yard (north) - 10 feet / Side yard west abutting residential property - 20 feet.

*The existing building on the north end of the property shall be considered legal non-conforming but must come into conformity with all setbacks should the property be damaged in excess of 50% of its value at the time of damage.

4. Maximum lot coverage: 75%
5. Maximum building height: 45 feet
6. Landscape buffer requirements - minimum 5 feet along all property lines
7. Minimum building separation: As determined by Fire Marshal and Chief Building Official.
8. Parking standards as required in the Holly Hill Land Development Regulations
9. Signage Requirements as required in the Holly Hill Land Development Regulations

3. All other provisions, conditions, and requirements of the Agreement dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739 remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Major Amendment.

CITY OF HOLLY HILL, FLORIDA
a Florida municipal corporation

By: _____
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

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.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

WITNESSES:

_____

_____
(Name Printed or Typed)

_____

_____
(Name Printed or Typed)

Malkit Sahl

By: _____
Name: _____
Title: _____

STATE OF _____
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.

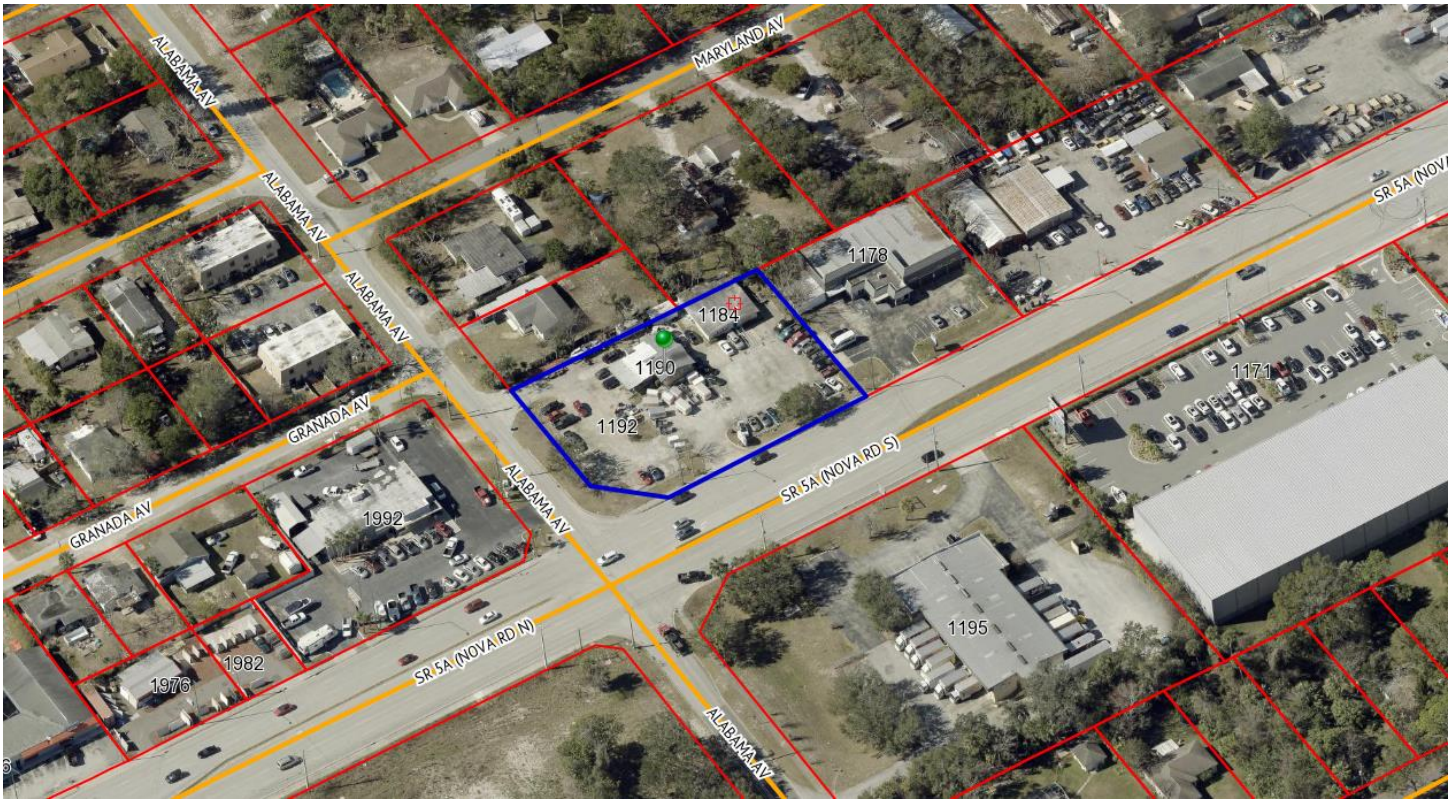
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

General Aerial



Blow Up Aerial



02/05/2004 02:25 PM
Instrument# 2004-028074
Book: 5254
Page: 2734

ORDINANCE NO. 2679

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE WRITTEN DEVELOPMENT AGREEMENT FOR THE MALKIT SALH BUSINESS PLANNED UNIT DEVELOPMENT LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF NOVA ROAD (SR 5A) AND ALABAMA; 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 Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission did previously adopt Ordinance 2653 which amended the Holly Hill Land Development Regulations by rezoning the property referenced here below from B-5 (Volusia County) to Business Planned Unit Development; and

WHEREAS, Ordinance 2653 included a Written Development Agreement and Preliminary Site Development Plan, collectively referred to as a Master Development Plan, which govern the use and development of the Malkit Salh Business Planned Unit Development; and

WHEREAS, Malkit Salh, the owner of the property comprising the Business Planned Unit Development, has requested that the Written Development Agreement be amended to permit a wider range of uses; and

WHEREAS, the City Commission has determined that the request is consistent with the City's adopted comprehensive plan and will further the purpose and intent of the City's adopted Land Development Regulations.

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

SECTION 1. The Written Development Agreement for the Malkit Salh Business Planned Unit Development, enacted by Ordinance 2653 and governing the use and development of the property described here below, is hereby amended by changing the list of permitted uses as indicated in Exhibit A.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

The legal description of the Malkit Salh Business Planned Unit Development is as follows:

That portion of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, according to map in Map Book 1 Page 1, Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of the Highland Park Subdivision, which subdivision is recorded in Map Book 10, Page 64, Public Records of Volusia County, Florida, thence northerly 55 feet along a continuation of Old Kings Road extended to a point, which point is the north side of Alabama Avenue, a 55 foot street, and the Point of Beginning of the property hereby conveyed; thence westerly along the north side of Alabama Avenue, a distance of 193.33 feet to a point; thence northerly on a line parallel to a continuation of Old Kings Road extended, a distance of 220 feet to the point of beginning. Excepting there from that part and portion of the above described real property deeded to the State of Florida for highway purposes.

Less and except the following:

That part of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, as recorded in Map Book 1, Page 1, Public Records of Volusia County, Florida, described as follows:

Commence at the southwest corner of said Lot 21, said corner being in the northerly right-of-way line of Alabama Avenue, run thence north 64°13'58" east, along said northerly right-of-way line, a distance of 242.96 feet to the point of beginning; thence continue north 64°13'58" east, and along said northerly right-of-way line a distance of 31.99 feet to an intersection with the westerly right-of-way line, a distance of 32.05 feet; thence south 19°11'11" west, a distance of 45.29 feet to the Point of Beginning.

(Tax Parcel Number 4242-04-21-0215)

Containing 1.375 acres, more or less.

SECTION 2. This amended Written Development Agreement shall supercede and replace the Written Development Agreement enacted by Ordinance 2653, and shall, in concert with the Preliminary Development Plan previously enacted by Ordinance 2653, comprise the Master Development Plan for the property described above and referred to as the Malkit Salh Business Planned Unit Development.

SECTION 3. The Mayor is hereby authorized to sign the amended Written Development Agreement as evidence of the Commission's approval.

SECTION 4. 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 5. That all laws or parts of laws in conflict herewith are hereby repealed.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

SECTION 6. 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 13th day of January, 2004.

It was moved by Commissioner Schmitt and seconded by Commissioner Via 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 William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	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 27th day of January, 2004.

It was moved by Commissioner Bynres and seconded by Commissioner Via 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 William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Absent
Commissioner Roland Via	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 27th day of January, 2003, for the purpose of authenticity as is required by law.

City of Holly Hill

Wm. D. Arthur

William D. Arthur, Mayor

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Joseph A. Forte, City Manager

Attest:

Jeaneen P. Clauss, CMC, City Clerk

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT A – Ordinance No. 2679

MALKIT SALH BUSINESS PUD

WRITTEN DEVELOPMENT AGREEMENT (amended)

(attach here)

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

MALKIT SALH BPUD DEVELOPMENT AGREEMENT

(amended 01-27-04**)**
[enter date]

BEFORE THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA

IN RE: (Case # z-02-12-03), Application of Malkit Salh

RESOLUTION #

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM B-5 (Volusia County) TO MALKIT SALH BPUD – BUSINESS PLANNED UNIT DEVELOPMENT

The application of Malkit Salh, hereinafter, "Applicant", for rezoning was heard by and before the City Commission of the City of Holly Hill, Florida, on January 14, 2003. Based upon the verified 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 December 9, 2002, and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the application of Malkit S. Salh was duly and properly filed on November 18, 2002 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.

C. That the Applicant is the owner of a 1.375 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.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

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, Malkit S. Salh, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from B-5 to a(n) BPUD (Business Planned Unit Development).

B. That the said rezoning to a(n) BPUD is consistent with both the City's Comprehensive Plan and 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 RESOLVED AND ORDERED 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 14th DAY OF JANUARY, 2003, A.D., AS FOLLOWS:

A. That the Application of Malkit S. Salh for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from B-5 to BPUD.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said property to Malkit Salh BPUD – Business Planned Unit Development.

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 Order and Resolution 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

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Development Agreement. The Holly Hill Development Code Administrator will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article III, Supplementary Regulations of Chapter 114, Sub-part B, Holly Hill Code of Ordinances, shall apply to the BPUD in the same manner as the B-5 zoning classification.

F. Nothing in this Order and Resolution 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.

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a(n) BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a(n) BPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Urban Design Services and dated November 18, 2002 and this Development Agreement. The Preliminary Plan is hereby approved and incorporated into this Order and Resolution 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.

2. 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.

3. Subdivision Approval. (This paragraph applies only to PUDs requiring land subdivision.) After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, an application for subdivision approval shall be submitted for review and approval in

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

the manner required by s. 3.4.4 of Ordinance 2352, the Land Use and Development Regulations, as amended.

4. 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.

B. Unified Ownership. The Applicant and his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order.

C. Phases of Development. Phase 1 consists of the existing Tire City facility and Phase 2 consists of the Used Car Lot.

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed PUD. The location and size of said land use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Automotive Repair and Services
Automobile Sales
One Single Family Residence (existing)
Any use permitted in the B-5 General Commercial Districts

E. Development Standards.

1. Minimum lot area: 43,560 sq. ft.
2. Minimum lot width: 100 ft.
3. Minimum yard size:
   a. Front yard - 30 ft.
   b. Rear yard - 30 ft.
   c. Side yard - 20 ft.
   d. Waterfront yard – n/a
4. Minimum floor area
5. Maximum lot coverage - 75 %

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

6. Maximum building height - 45 ft.
7. Landscape buffer requirements - minimum of 5 ft. along all property lines
8. Project perimeter building setback - 30 ft.
9. Minimum building separation - 30 ft.
10. Off-street parking requirements – as provided in current Holly Hill Code of Ordinances
11. Signage requirements – as provided in current Holly Hill Code of Ordinances
12. Open space and/or common area requirements - n/a

F. Environmental Considerations. Existing trees on the site shall be preserved where possible.

G. Sewage Disposal and Potable Water. The project shall be connected to the City of Holly Hill sanitary sewage system and potable water system or to another municipal sanitary sewage system and/or municipal potable water system if connection to the City of Holly Hill system(s) is not reasonably feasible.

H. Stormwater Management. Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.

I. Access and Transportation System Improvements. The project shall be in substantial accordance with the following access and transportation system improvements:

1. Access. The site shall have two access points on Nova Road, subject to approval by the Florida Department of Transportaiton, and one access point on Alabama Avenue, subject to approval by Volusia County.
2. Transportation System Improvements. No other improvements are proposed along Nova Road since it is currently under construction.

J. Internal Roadways. n/a

K. Building or Property Owners Association. The owner shall be responsible for maintenance of all improvements.

With respect to the enforcement of any property owners association charter and by-laws, any other agreements, covenants, easements or restrictions entered into by and between the applicant and the owners or occupiers of property within the PUD, the City will only enforce the provisions of the

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Development Agreement and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

L. Other. All proposed utilities will be installed underground.

M. 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 Order and Resolution and all subsequent orders and resolutions 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.

N. Conceptual Approval. The parties hereto acknowledge 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.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

DONE and ORDERED by the City Commission of the City of Holly Hill, Florida, this 27th day of January, 2004.

ATTEST:

Jeaneen P. Clauss

Jeaneen Clauss, City Clerk

HOLLY HILL CITY COMMISSION

Wm. D. Arthur

William Arthur, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Jeaneen Clauss and William Arthur, 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: Elizabeth M. Cassidy

Commission No.

ELIZABETH M. CASSIDY
MY COMMISSION # DD 168147
EXPIRES: February 18, 2007
Bonded Thru Notary Public Underwriters

My Commission Expires: _____

WITNESSES:

Wm. D. Arthur

_____

_____

_____

Applicant's Name, Title & Corporation

_____

Applicant's Name, Title & Corporation

_____

Owner of Property (if other than Applicant)

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Malkit Sahl.

OFFICIAL NOTARY SEAL
JEANEEN P CLAUSS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD009762
MY COMMISSION EXP. APR. 14,2005

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Jeaneen P. Clauss

Commission No.: DD009762

My Commission Expires: 4-14-05

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT A

Permitted principal uses and structures in the B-5 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-4 highway business district.
(3)Self-service storage facilities (mini-ware- houses). (Refer to section 114-686.)
(4)Application of permanent makeup.(5)Adult day care centers.

Permitted principal uses and structures in the B-1 district are as follows:
(1)Administrative offices.
(2)Professional services offices.
(3)Hospitals.
(4)Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
(5)Prescription pharmacies.
(6)Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
(7)Rest and convalescence homes.
(8)Banks and savings and loans.
(9)Adult day care centers.

Permitted principal uses and structures in the B-4 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Administrative offices.
(3)Retail sales and services.
(4)Personal services.
(5)Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(6)Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(7)Houses of worship.
(8)Application of permanent makeup.
(9)Adult day care centers.

Attachment: EXHIBIT A (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT B

Permitted principal uses and structures in the B-6 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-2 planned shopping center district.
(3)Any use permitted in the B-3 neighborhood commercial district.
(4)Any use permitted in the B-4 highway business district.
(5)Any use permitted in the B-5 general commercial district.

Permitted principal uses and structures in the B-1 district are as follows:
(1)Administrative offices.
(2)Professional services offices.
(3)Hospitals.
(4)Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
(5)Prescription pharmacies.
(6)Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
(7)Rest and convalescence homes.
(8)Banks and savings and loans.
(9)Adult day care centers.

Permitted principal uses and structures in the B-2 district are as follows:
(1)Administrative offices.
(2)Professional services offices.
(3)Retail sales and services.
(4)Personal services.
(5)Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(6)Medical and dental clinics.
(7)Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(8)Adult day care centers.

Permitted principal uses and structures in the B-3 district are as follows:
(1)Self-service laundromats.
(2)Convenience grocery stores.
(3)Beauty salons.
(4)Barbershops.
(5)Newsstands.
(6)Adult day care centers.
(7)Bed and breakfast accommodations.
(8)Catering services.
(9)Coffee shops (See Note 1, below).

Attachment: EXHIBIT B (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

(10)Convenience and specialty foods (including the sale of sundry goods incidental to the sale of food).
(11)Post offices (limited services only).
(12)Professional offices (See Note 1, below).
(13)Restaurants (not including drive-through take-out service) (See Note 1, below).
(14)Low-intensity, neighborhood-compatible specialty retail sales and services establishments which are deemed by the city commission to be similar in character to another expressly permitted principal use and clearly within the legislative intent of the B-3 neighborhood commercial classification. Any interested person, specifically including the administration of the city, may request the city commission to interpret whether a specific use.
(15)Accessory residential use of no greater than one dwelling unit per commercial business.
Note 1: These uses are permitted uses only when the property has access and is directly adjacent to an arterial or collector roadway as identified in the adopted comprehensive plan. Otherwise the uses may be approved by special exception only.

Permitted principal uses and structures in the B-4 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Administrative offices.
(3)Retail sales and services.
(4)Personal services.
(5)Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(6)Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
(7)Houses of worship.
(8)Application of permanent makeup.
(9)Adult day care centers.

Permitted principal uses and structures in the B-5 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-4 highway business district.
(3)Self-service storage facilities (mini-ware- houses). (Refer to section 114-686.)
(4)Application of permanent makeup.(5)Adult day care centers.

Attachment: EXHIBIT B (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

SECOND MAJOR AMENDMENT TO THE
MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT

THIS SECOND MAJOR AMENDMENT TO THE MALKIT SALH BPUD DEVELOPMENT AGREEMENT is made this _____ day of _____, 2024, by and between **MALKIT SALH REVOCABLE LIVING TRUST**, and the **CITY OF HOLLY HILL,** a Florida municipal corporation (the "City").

WHEREAS, Malkit Salh and the City entered into that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree that letter D of the current agreement titled, Land Uses Within the PUD, is replaced in its entirety with the language below labeled **D,** and that letter E of the current agreement titled, Development Standards is replaced in its entirety with the language below labeled **E,**

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed within the proposed PUD. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:
   a. Automotive Repairs, Servicing and Sales
   b. Shed sales and display – sheds shall be displayed only within the boundaries shown on the attached plans labeled **Location Envelope**.
   c. All uses permitted in the B-6 zoning district except as otherwise prohibited.

Prohibited Uses:
   a. Bars and nightclubs.
   b. Self-service laundromats
   c. Any other uses not specifically listed under Permitted Uses
   d. Single-family home – **the property owner waives and relinquishes any claims to grandfathering with regard to the use of a single-family home.**

E. Development Standards:
1. Minimum lot area: 34,600 square feet
2. Minimum lot width: 170 feet
3. Minimum yard size:

Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

a. Front yard – 15 feet - Property is a corner lot and considered to have two front yards that abut the road

b. *Side yard (north) – 10 feet / Side yard west abutting residential property – 20 feet.

*The existing building on the north end of the property shall be considered legal non-conforming but must come into conformity with all setbacks should the property be damaged in excess of 50% of its value at the time of damage.

4. Maximum lot coverage: 75%
5. Maximum building height: 45 feet
6. Landscape buffer requirements – minimum 5 feet along all property lines
7. Minimum building separation: As determined by Fire Marshal and Chief Building Official.
8. Parking standards as required in the Holly Hill Land Development Regulations
9. Signage Requirements as required in the Holly Hill Land Development Regulations

3. All other provisions, conditions, and requirements of the Agreement dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739 remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Major Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

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.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

WITNESSES:

Malkit Sahl

_____

By: _____
Name: _____
Title: _____

_____
(Name Printed or Typed)

_____

_____
(Name Printed or Typed)

STATE OF _____
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

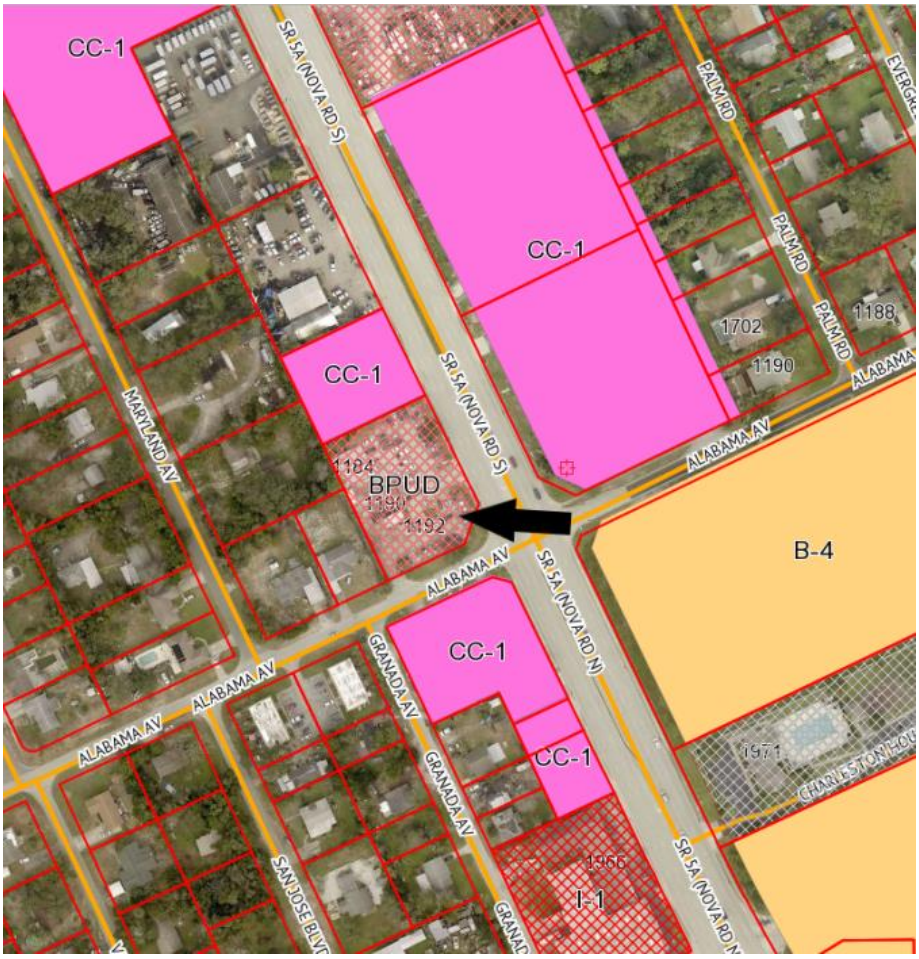
_____
Printed Name

Commission No.: _____
My Commission Expires: _____

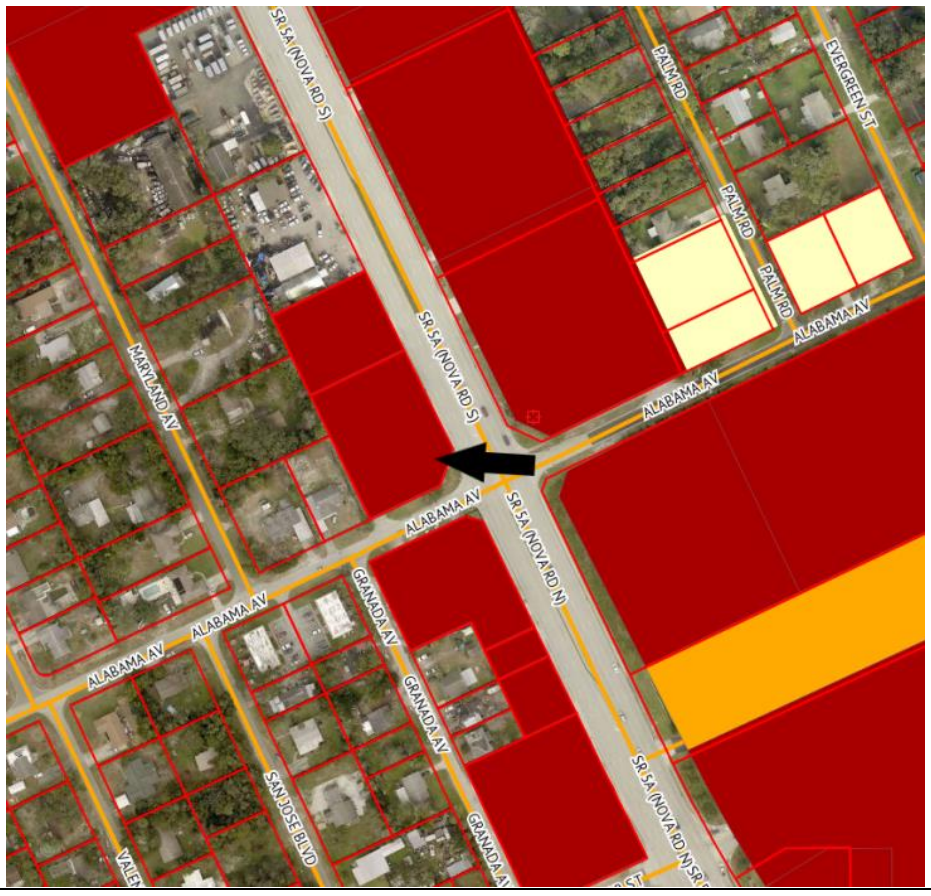
Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

ZONING, FLU AND LOCATION MAP

BPUD ZONING



COMMERICAL FLU



Attachment: Zoning and Location Map (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

RECEIVED
OCT 6 2023

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

23-1745

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

PROJECT INFORMATION:

PROJECT NAME: Malkit Salh
PARCEL ID #(S): 4242-04-21-0215
LOCATION: 1184/1190 S. Nova Rd.
EXISTING USE(S): Offices
PROPOSED USE(S): Add Shed Sales & Uses to PD
TOTAL ACREAGE: .80
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: BPUD PROPOSED ZONING: Amendment
CURRENT FUTURE LAND USE: COM PROPOSED FUTURE LAND USE: Same

APPLICANT INFORMATION:

Name: Salh Malkit Singh E-Mail: mssalh474@gmail.com
Address: 74 N St. Andrews Dr. Ormond Beach Phone: 386-852-0195
Company: _____ Fax: _____

☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

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

CONSULTANT INFORMATION:

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

HOLLY HILL
FLORIDA
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)
- N/A ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- N/A ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☑ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- N/A ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

HOLLY HILL
FLORIDA
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*)
- N/A ☐ **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: M. Sahh 10.6.23
(Signature) *(Date)*

MALKIT T. SAHH
(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-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

MALKIT S SALH TRUST ACCOUNT
74 N St Andrews Dr
Ormond Beach, FL 32174

1098
63-466/631

10-6-23
DATE

PAY TO THE ORDER OF City of Holly Hill $ 1250-00

One Thousand Two Hundred Fifty Exactly DOLLARS

Photo Safe Deposit® Details on back

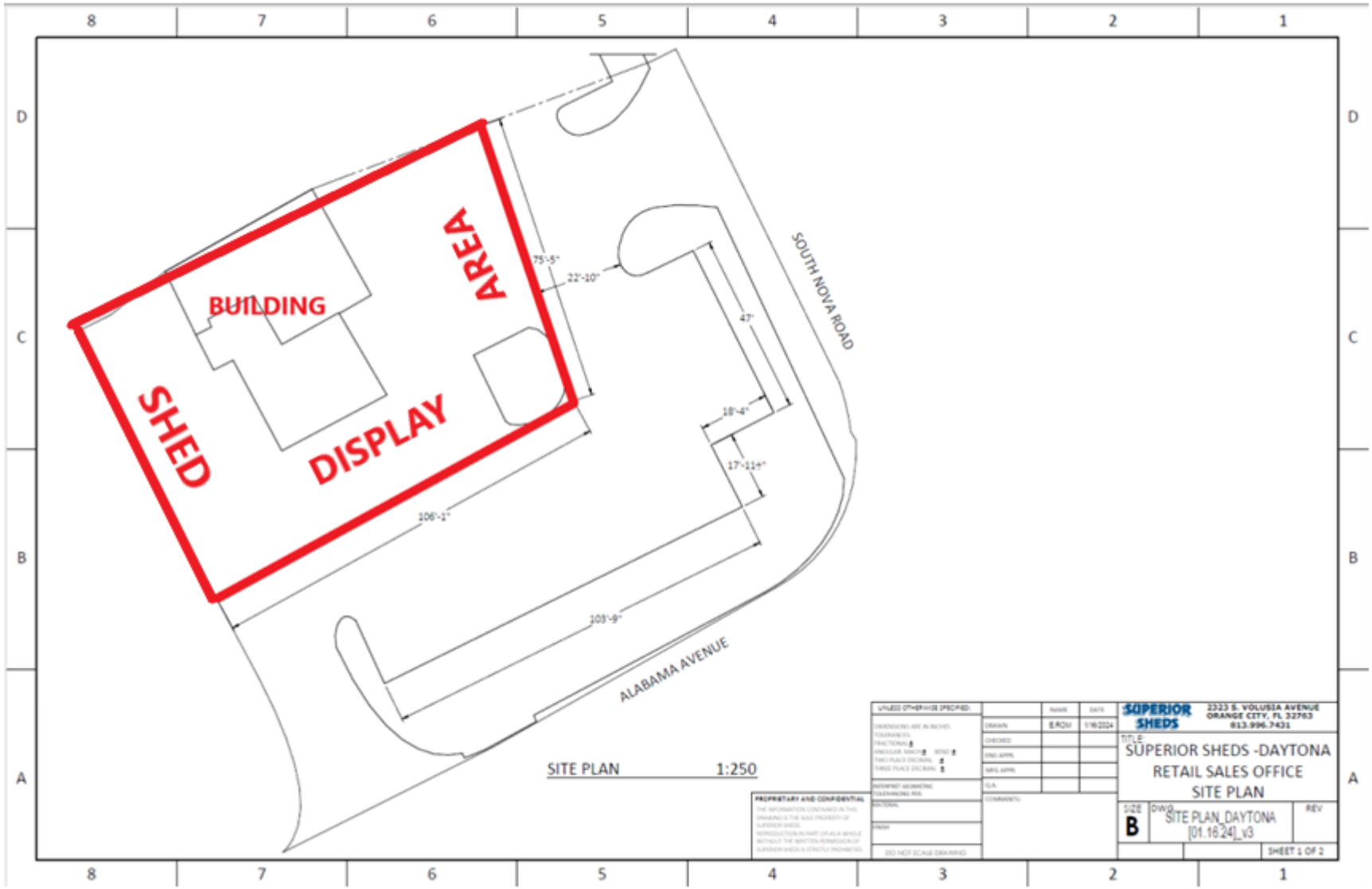
REGIONS

FOR 1184-1190 S. NOVA. M S. Salh

⑆063104668⑆ 0316549163⑈01098

Harland Clarke


SR 5A (NOVA RD S)
1184
1190
SHED LOCATION ENVELOPE
ALABAMA AV
SR 5A (NOVA RD N)


SHED
BUILDING
DISPLAY AREA
SOUTH NOVA ROAD
ALABAMA AVENUE
75'-5"
22'-10"
47'
18'-4"
17'-11½"
106'-1"
103'-9"
SITE PLAN 1:250
SUPERIOR SHEDS
2323 S. VOLUSIA AVENUE
ORANGE CITY, FL 32763
813.996.7431
SUPERIOR SHEDS -DAYTONA
RETAIL SALES OFFICE
SITE PLAN
SIZE B
DWG SITE PLAN_DAYTONA [01.16.24]_v3
REV
SHEET 1 OF 2
PROPRIETARY AND CONFIDENTIAL
DO NOT SCALE DRAWING

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **February 13, 2024**
FROM: **Brian Walker**
SUBJECT: **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.**
NUMBER: **2024-O-3069**
APPLICANT: **Brian Walker**
PLANNER:

AFTER FIRST READING, THE APPLICANT WITHDREW THEIR REQUEST TO ELIMINATE THE REQUIREMENT TO AIR-CONDITION THE STORAGE UNITS. THE STORAGE SPACES WILL BE AIR-CONDITIONED.

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 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

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 (PDF)
- Prelim Dev Plan (PDF)
- Application (PDF)
- Zoning and Land Use Table (PDF)
- Traffic Analysis (PDF)
- Applicant's Request (PDF)
- Current PD Agreement (PDF)

HISTORY:

01/23/24 City Commission APPROVED AT 1ST READING
Next: 02/13/24

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.

Ordinance No. 2024-3069

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.

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 13th day of FEBRUARY, 2024 for second and final 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 13th day of FEBRUARY, 2024 for second and final 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 must be air conditioned.
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.

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:

Joel Gnat
16824 Hastings St NE,
Ham Lake, MN 55304

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 affected. 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

ATTEST:

_____ _____

Print or type name 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 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:

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

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

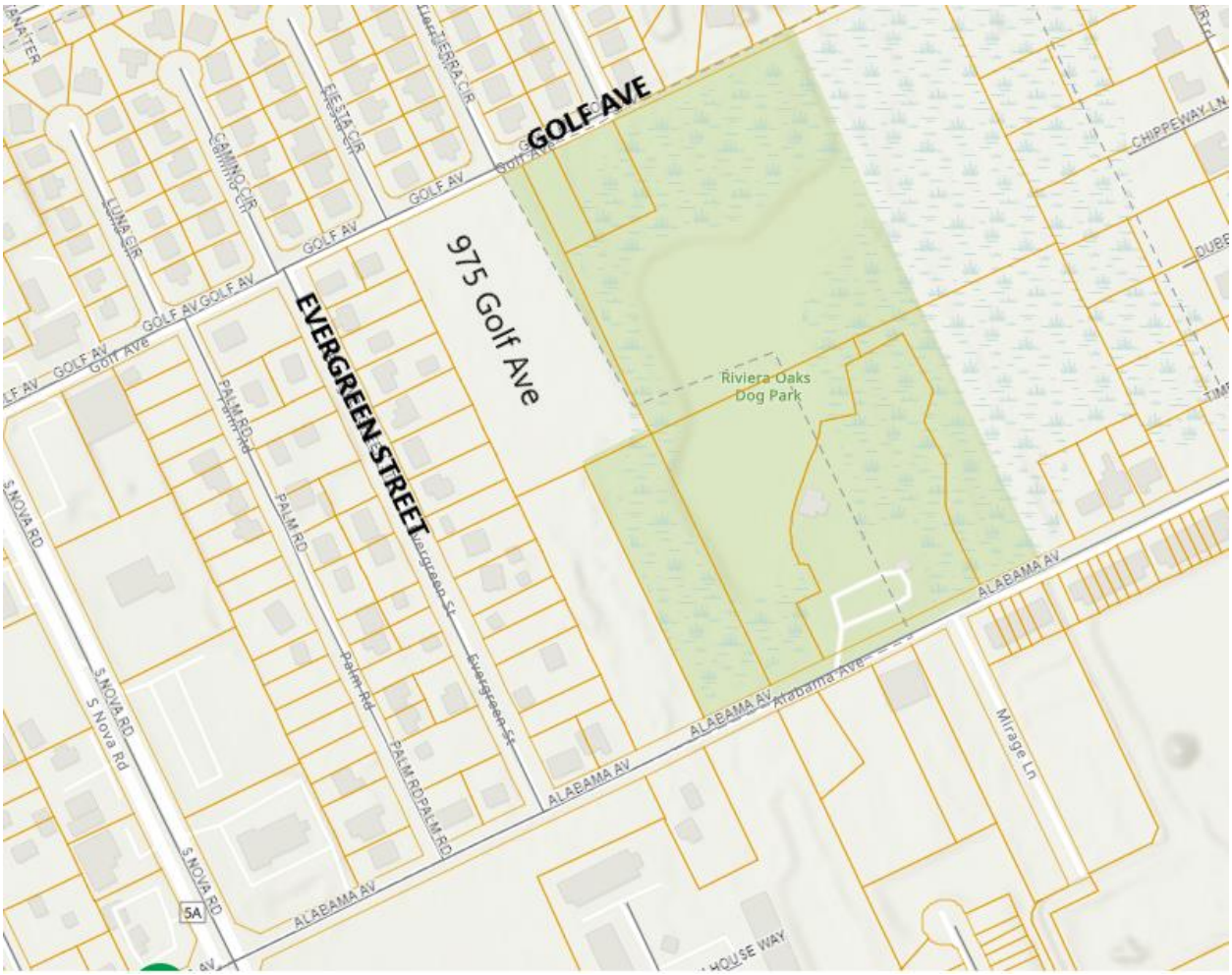
AltKey: 3168402 **Parcel ID: 424204210100**
975 GOLF ROAD SELF STORAGE LLC **975 GOLF AVE, HOLLY HILL, FL**

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



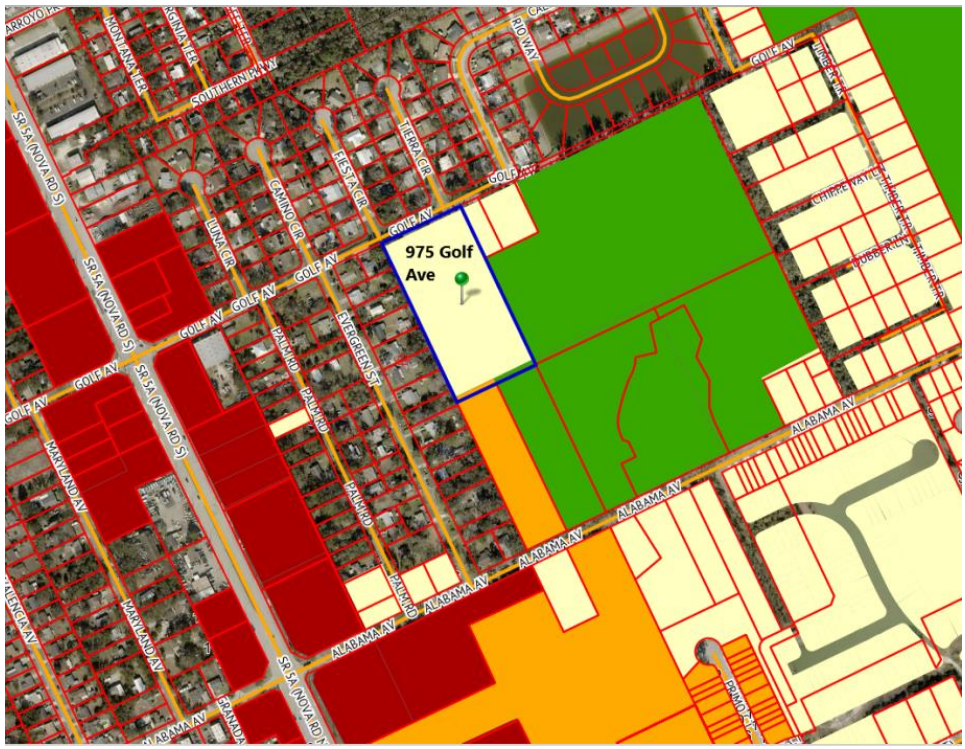
Attachment: Exhibit C (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

AERIAL MAP



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

Current LDR FLU – Commercial Proposed



IPUD Zoning

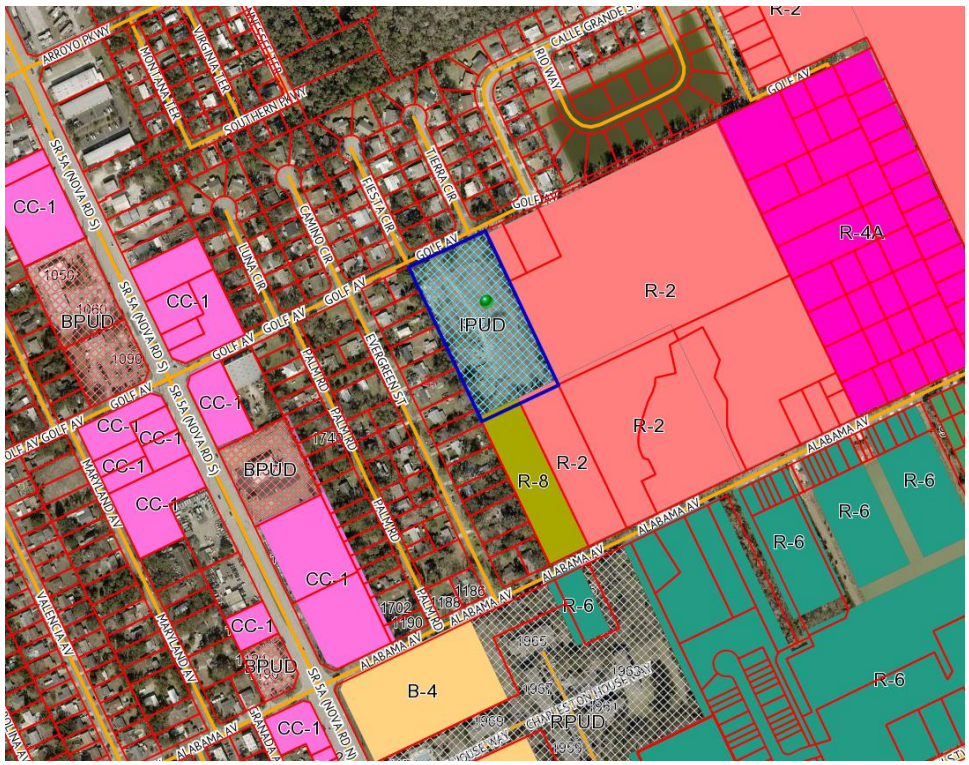


Exhibit B to Ordinance No. _____

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

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

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 must be air conditioned.

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

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.

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

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

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

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.

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

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

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

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

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

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:

Joel Gnat
16824 Hastings St NE,
Ham Lake, MN 55304

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

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

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

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

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 affected. 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.

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

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

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

_____
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:

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

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

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

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

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

GENERAL NOTES:

1. BOUNDARY AND TOPOGRAPHIC SURVEYS PERFORMED BY A1A SURVEYING INC. DATED 00-00-21.

2. AREAS WITHIN THE PUBLIC RIGHT-OF-WAY AND OFF SITE WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE CLEARED OF ALL DEBRIS, REGRADED AND SODDED WITH BAHIA, SOD AS TO RESTORE THE AREA TO A NATURAL STABILIZED AND PLANTED STATE.

3. ALL MATERIALS (PIPES, STRUCTURES, ETC.) AND ALL CONSTRUCTION METHODS IN AND OUT OF THE RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS & FDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE CONSTRUCTION.

4. SIDEWALK SPECIFICATIONS: 4" FDOT CLASS 1 PORTLAND CEMENT CONCRETE (2500 PSI @ 28 DAYS) W/ 6" CLEAN STABILIZED SAND SUBGRADE (MIN. 95% COMPACTION PER AASHTO T-99) 6" THICK @ DRIVEWAYS (3000 PSI @ 28 DAYS) W/ 12" SUBGRADE IN 6" LIFTS. EXPANSION AND CONTRACTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS.

5. PAVEMENT SPECIFICATIONS (AREAS NOT USED BY LARGE VEHICLES, CAR PARKING AREA ETC.): (ASPHALT / CONCRETE) ASPHALT: 1 1/2" TYPE SP 9.5 ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD). 6" LIMEROCK BASE (LBR 100 MIN. 98% COMPACTION, AASHTO T-180) 12" STABILIZED SUBGRADE (LBR 40 MIN. 98% COMPACTION, AASHTO T-180)

6. PAVEMENT SPECIFICATIONS (ALL OTHER AREAS): (ASPHALT / CONCRETE) ASPHALT: 2" TYPE SP 9.5 ASPHALTIC CONCRETE STRUCTURE COURSE (MIN. 98% COMPACTION, NUCLEAR DENSITY BACK SCATTER METHOD). 10" LIMEROCK BASE (LBR 100 MIN. 98% COMPACTION, AASHTO T-180) 12" STABILIZED SUBGRADE (LBR 40 MIN. 98% COMPACTION, AASHTO T-180)

7. CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL "AS-BUILT" INFORMATION CONTAINING AT A MINIMUM: BUILDING LOCATION, TYPICAL PARKING STALL WIDTHS AND LENGTHS, PAVEMENT AND SIDEWALK WIDTHS, CROSS SLOPES AND DRAINAGE DIRECTIONS, BUILDING FINISHED FLOOR ELEVATION, PAVEMENT, SIDEWALK AND STORMWATER AREA SPOT GRADES, UTILITY LOCATIONS AND TOP OF PIPE GRADES. ADDITIONAL INFORMATION MAY BE NEEDED FOR CITY. A CERTIFICATION TO THIS EFFECT SIGNED AND SEALED SHALL GO TO THE OWNER (OWNERS BANK IF REQUIRED), CITY AND ENGINEER.

8. ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

9. PAVEMENT SHALL BE PAINT STRIPED AND WHEEL STOPPED AS SHOWN. WHERE NOTED, THERMOPLASTIC WITH GLASS SPHERES STRIPING SHALL BE USED. RIGHT-OF-WAY PAINT STRIPING SHALL BE THERMOPLASTIC WITH GLASS SPHERES IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS. RIGHT-OF-WAY REFLECTIVE PAVEMENT MARKERS (RPMS) SHALL BE INSTALLED (WHEN REQUIRED) IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS.

10. CONTRACTOR SHALL FOLLOW REQUIRED EROSION AND SEDIMENT CONTROL PRACTICES AND INCLUDE AN EROSION CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM THE THE CITY'S EROSION AND SEDIMENT CONTROL STANDARD DETAILS R-22.

11. CONTRACTOR WILL FOLLOW ALL OF THE CITY'S REQUIRED WASTE MANAGEMENT PRACTICES, ALL CONSTRUCTION, RENOVATION, AND DEMOLITION SITES ARE TO BE KEPT CLEAN AND FREE OF REFUSE, DEBRIS, AND LITTER DURING THE CONSTRUCTION, RENOVATION, OR DEMOLITIONS PROCESS. A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED OR RENOVATED BUILDING SHALL NOT BE ISSUED UNTIL ALL REFUSE AND LITTER CAUSED BY THE CONSTRUCTION OR REMODELING IS REMOVED FROM THE SITE.

12. ALL DEVELOPMENT PLANS SHALL BE CONSISTENT WITH THE CITY OF HOLLY HILL LAND DEVELOPMENT CODE.

13. A MANDATORY PRE CONSTRUCTION CONFERENCE WITH THE CITY OF HOLLY HILL MUST BE CONDUCTED PRIOR TO ANY SITE DISTURBANCE OR CONSTRUCTION. OWNER, CONTRACTOR AND ENGINEER MUST ATTEND.

CONSTRUCTION PLANS FOR
GOLF AVENUE STORAGE
975 GOLF AVENUE,
HOLLY HILL, FL 32117
JULY 2021

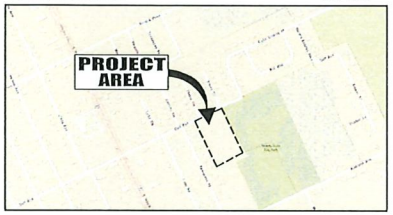
INDEX OF SHEETS	
SHT#	DESCRIPTION
C01	COVER
C02	EXISTING CONDITIONS SURVEY
C03	DEMOLITION PLAN
C04	SITE LAYOUT
C05	PRE-DEVELOPMENT BASIN
C06	POST-DEVELOPMENT BASIN
C07	GRADING PLAN
C08	UTILITY PLAN
C09	LANDSCAPE PLAN
C10	IRRIGATION PLAN
C11	DETAILS
C12	DETAILS
C13	MOT PLANS
C14	MOT PLANS
C15	GENERAL NOTES
C16	GENERAL NOTES
C17	LIGHTING PLAN

DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
811
IT'S THE LAW IN FLORIDA

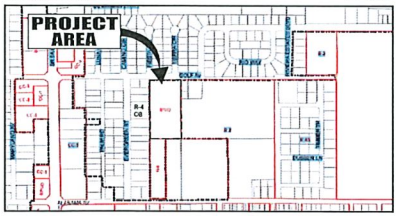
VICINITY MAP: N N.T.S.



AERIAL: N N.T.S.



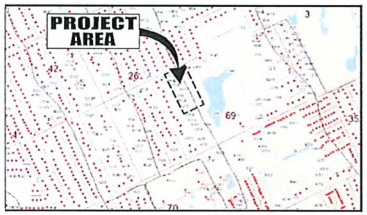
ZONING MAP: N N.T.S.



FLOOD ZONE MAP: N N.T.S.



SOILS MAP: N N.T.S.



LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4596 PGS 4429-4433

GENERAL NOTES:

1. SITE ADDRESS: 975 GOLF AVE., HOLLY HILL, FL 32117
2. TAX PARCEL NUMBER: 42-14-32-04-21-0100
3. SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST.
4. SITE SOILS: (26) HOLOPAW SAND, AND (69) TUSCAWILLA FINE SAND
5. FLOOD ZONE: PARCEL LOCATED IN FEMA FLOOD ZONE DESIGNATION "X" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAPS VOLUSIA COUNTY, FL. MAP #12127C0214J, DATED FEB. 19, 2014.
6. ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) BENCHMARK HAVING AN ELEVATION OF 28.25 FEET.
7. ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
8. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH THE CITY STAFF PRIOR TO ANY DISTURBANCE OF THE PROPERTY.

SITE DATA:

DESCRIPTION	EXISTING	PROPOSED
ZONING:	IPUD INDUSTRIAL PLANNED UNIT DEVELOPMENT	IPUD INDUSTRIAL PLANNED UNIT DEVELOPMENT
LAND USE:	VACANT	STORAGE FACILITY
FUTURE LAND USE:	VACANT	STORAGE FACILITY
SETBACK REQUIREMENTS:	REQUIRED	PROVIDED
MIN. FRONT YARD:	35'	35'
MIN. REAR YARD:	35'	35'
MIN. SIDE YARD:	35'	35'
LANDSCAPE BUFFERS:		
NORTH	10'	10'
EAST	5'	5'
SOUTH	5'	5'
WEST	5'	5'

MAXIMUM BUILDING HEIGHT = 35'

EXISTING PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
BUILDINGS	0	0.00	0.00%
SIDEWALK	0	0.00	0.00%
PAVEMENT	0	0.00	0.00%
TOTAL IMPERVIOUS	0	0.00	0.00%
PERVIOUS			
LANDSCAPE / NATURAL	206250	4.73	100.00%
TOTAL AREA	206250	4.73	100.00%
PROPOSED PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
BUILDINGS	61800	1.42	29.96%
SIDEWALK	0	0.00	0.00%
PAVEMENT	60742	1.39	29.45%
TOTAL IMPERVIOUS	122542	2.81	59.41%
PERVIOUS			
LANDSCAPE / NATURAL	83708	1.92	40.59%
TOTAL AREA	206250	4.73	100.00%

PARKING INFORMATION:

PARKING REQUIRED: IPUD ZONING DISTRICT
USE CATEGORY: INDUSTRIAL
USE TYPE: IPUD STORAGE FACILITY

1 SPACE PER 15 UNITS.
258 STORAGE UNITS/ 15 = 18

PARKING PROVIDED: IPUD(2) ZONING DISTRICT

55 STANDARD SPACES + 1 HANDICAP SPACE = 56 TOTAL SPACES PROVIDED.
BIKE RACK PROVIDED

PROJECT OBJECTIVE:

THE PROPOSED PROJECT CONSISTS OF A MULTI STORAGE FACILITY CONSISTING OF 10 BUILDINGS TOTALING 61,800 S.F., 60,742 S.F. OF PAVED AREA, AND DRY RETENTION STORMWATER TREATMENT. HOURS OF OPERATION : 24 HOUR SECURED ACCESS BY GATE AND PASSCODE

CONTACT INFORMATION:

OWNER: DPOT, LLC
BRANDON ADKINS
5260 DEERFIELD RD.
EAU CLAIRE, WI 54701
TEL (615)342-3323

CIVIL ENGINEER: PETE ZAHN, PE
ZAHN ENGINEERING, INC.
150 S. PALMETTO AVE., SUITE 201
DAYTONA BEACH, FL 32114
TEL: (386) 252-0020
FAX: (386) 252-6050
pete.zahn@zahneng.com

SURVEYOR: DAVID McMILLEN, PLS
A1A SURVEYING, INC.
555 W GRANADA BLVD. STE 07
ORMOND BEACH FL, 32174
TEL (386) 216-5730
EMAIL: SHAWN@A1ASURVEYING.COM

GAS: TECO PEOPLES GAS
1722 RIDGEWOOD AVE.
DAYTONA BEACH, FL 32117
386-671-2232

WATER/SEWER: CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117
386-248-9432

CABLE: SPECTRUM
1475 S NOVA RD
DAYTONA BEACH, FL 32114
855-243-8592

ELECTRIC: FLORIDA POWER & LIGHT CO.
1037 N. WILLIAMSON BLVD.
DAYTONA BEACH, FL 32114
386-252-1541

TELEPHONE: AT&T
1808 W INTERNATIONAL SPEEDWAY BLVD SUITE 801,
DAYTONA BEACH, FL 32114
386-252-9000

REVISIONS:

1. REVISED PER CITY OF HOLLY HILL, SJRWMD, VOLUSIA COUNTY COMMENTS	04-02-21
2. REVISED PER CITY OF HOLLY HILL SITE PLAN REVIEW COMMENTS	05-12-21
3. REVISED PER SJRWMD COMMENTS DATED 6-11-21	06-16-21
4. REVISED PER VOLUSIA COUNTY COMMENTS DATED 7-14-21	07-22-21

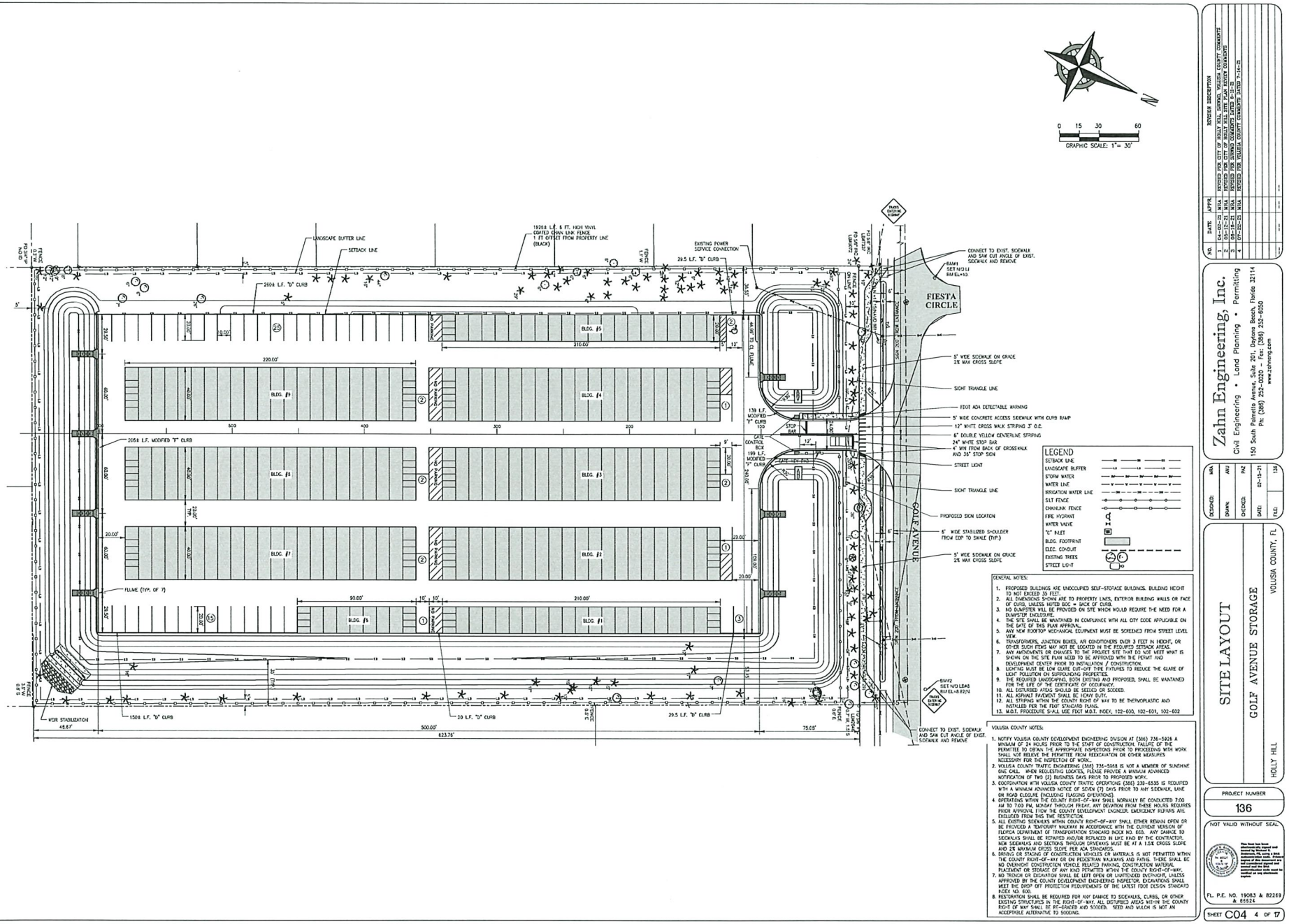
Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Palmetto Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 – Fax: (386) 252-6050
www.zahneng.com

NOT VALID WITHOUT SEAL

FL. P.E. 19083&82269&56624

GOLF AVENUE STORAGE	PROJECT NUMBER
	136

Attachment: Prelim Dev Plan (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords.



LEGEND

SETBACK LINE
LANDSCAPE BUFFER
STORM WATER
WATER LINE
IRRIGATION WATER LINE
SILT FENCE
CHAINLINK FENCE
FIRE HYDRANT
WATER VALVE
"C" INLET
BLDG. FOOTPRINT
ELEC. CONDUIT
EXISTING TREES
STREET LIGHT

GENERAL NOTES:

1. PROPOSED BUILDINGS ARE UNOCCUPIED SELF-STORAGE BUILDINGS. BUILDING HEIGHT TO NOT EXCEED 35 FEET.
2. ALL DIMENSIONS SHOWN ARE TO PROPERTY LINES, EXTERIOR BUILDING WALLS OR FACE OF CURB, UNLESS NOTED BOC = BACK OF CURB.
3. NO DUMPSTER WILL BE PROVIDED ON SITE WHICH WOULD REQUIRE THE NEED FOR A DUMPSTER ENCLOSURE.
4. THE SITE SHALL BE MAINTAINED IN COMPLIANCE WITH ALL CITY CODE APPLICABLE ON THE DATE OF THIS PLAN APPROVAL.
5. ANY NEW ROOFTOP MECHANICAL EQUIPMENT MUST BE SCREENED FROM STREET LEVEL VIEW.
6. TRANSFORMERS, JUNCTION BOXES, AIR CONDITIONERS OVER 3 FEET IN HEIGHT, OR OTHER SUCH ITEMS MAY NOT BE LOCATED IN THE REQUIRED SETBACK AREAS.
7. ANY AMENDMENTS OR CHANGES TO THE PROJECT SITE THAT DO NOT MEET WHAT IS SHOWN ON THE SITE PLAN NEED TO BE APPROVED WITH THE PERMIT AND DEVELOPMENT CENTER PRIOR TO INSTALLATION / CONSTRUCTION.
8. LIGHTING MUST BE LOW GLARE CUT-OFF TYPE FIXTURES TO REDUCE THE GLARE OF LIGHT POLLUTION ON SURROUNDING PROPERTIES.
9. THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
10. ALL DISTURBED AREAS SHOULD BE SEEDED OR SODDED.
11. ALL ASPHALT PAVEMENT SHALL BE HEAVY DUTY.
12. ALL STRIPING WITHIN THE COUNTY RIGHT OF WAY TO BE THERMOPLASTIC AND INSTALLED PER THE FDOT STANDARD PLANS.
13. M.O.T. PROCEDURE SHALL USE FDOT M.O.T. INDEX, 102-600, 102-601, 102-602

VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING 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 TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX 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-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

NO.	DATE	APPR.	REVISION DESCRIPTION
1	04-02-21	MRA	REVISED PER CITY OF HOLLY HILL SURVEY, VOLUSIA COUNTY COMMENTS
2	05-12-21	MRA	REVISED PER CITY OF HOLLY HILL SITE PLAN REVIEW COMMENTS
3	06-18-21	MRA	REVISED PER SURVEY COMMENTS DATED 6-11-21
4	07-22-21	MRA	REVISED PER VOLUSIA COUNTY COMMENTS DATED 7-14-21

Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Palmetto Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-6020 – Fax: (386) 252-6050
www.zahneng.com

DESIGNED: MRA
DRAWN: ANJ
CHECKED: PAZ
DATE: 02-15-21
FILE: 136

SITE LAYOUT
GOLF AVENUE STORAGE
HOLLY HILL VOLUSIA COUNTY, FL

PROJECT NUMBER
136

NOT VALID WITHOUT SEAL

FL. P.E. NO. 19083 & 82269 & 65624

SHEET C04 4 OF 17

Attachment: Prelim Dev Plan (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords.

Permit # 23-1275

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

HOLLY HILL
FLORIDA

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: 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.

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

HOLLY HILL
FLORIDA
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
- [X] 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

- [X] 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
- [X] PROOF THAT TAXES ARE CURRENT
- [X] PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- [ ] OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [X] OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [X] 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- [X] LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- [X] SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

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

HOLLY HILL
FLORIDA

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: _____ 6/6/2023
(Signature) ***(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 mangers 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.

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

PREPARED 10/13/23, 9:03:57 PAYMENT DUE
CITY OF HOLLY HILL PROGRAM BP

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**

Attachment: Zoning and Land Use Table (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

LTG Engineering & Planning

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.

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

TECHNICAL MEMORANDUM

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	100 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.

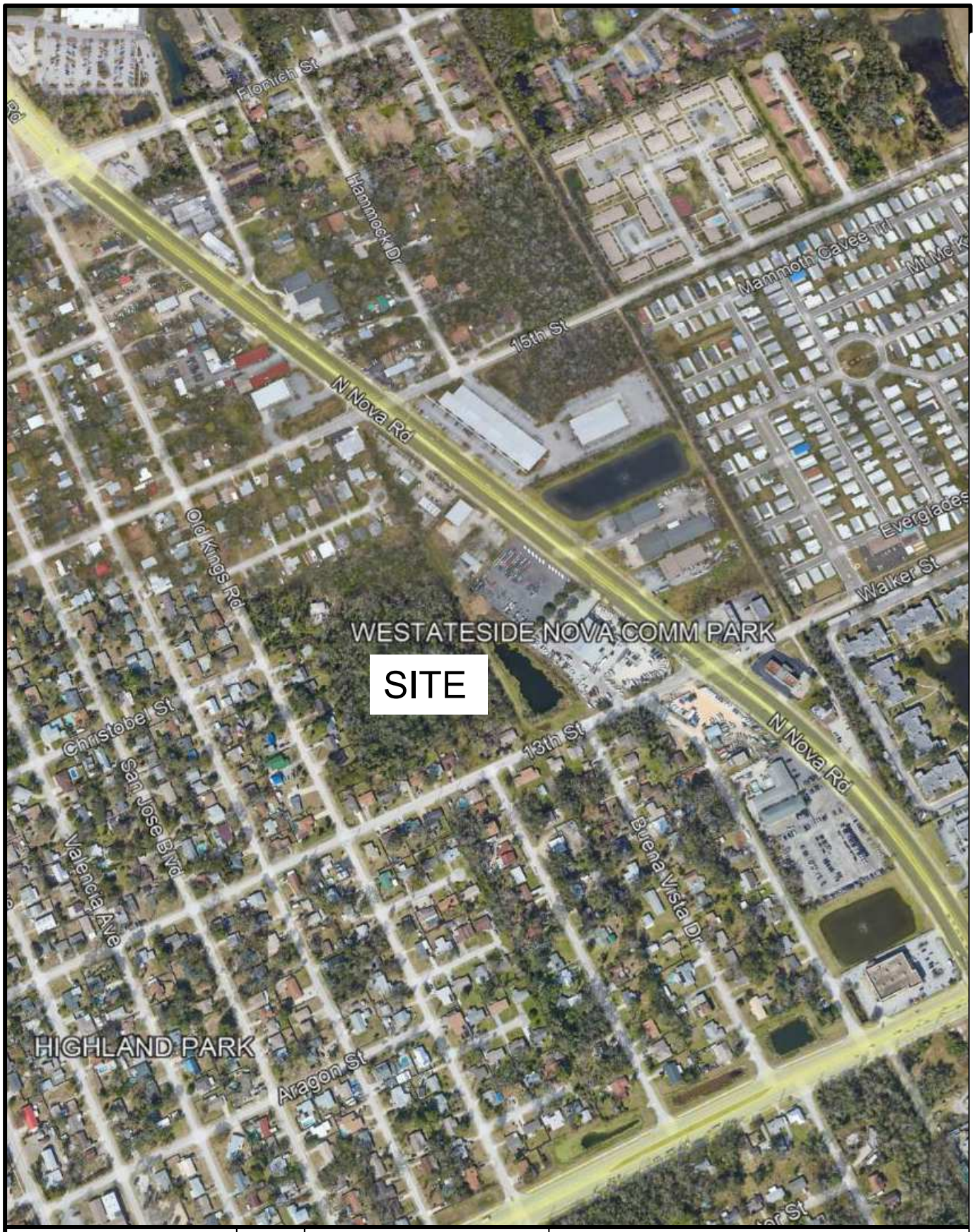
I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

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	N NTS	**Location Map**		LTG Engineering & Planning
		Project No.:5945.01	Figure: 1	1450 West Granada Blvd., Suite 2 – Daytona Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Attachment: Traffic Analysis (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 mangers 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.

Attachment: Applicant's Request (2024-O-3069 : 975 Golf Avenue - CPA and IPUD Major Amendment - Ords. 3069 and 3070)

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:

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

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.

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

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

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

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

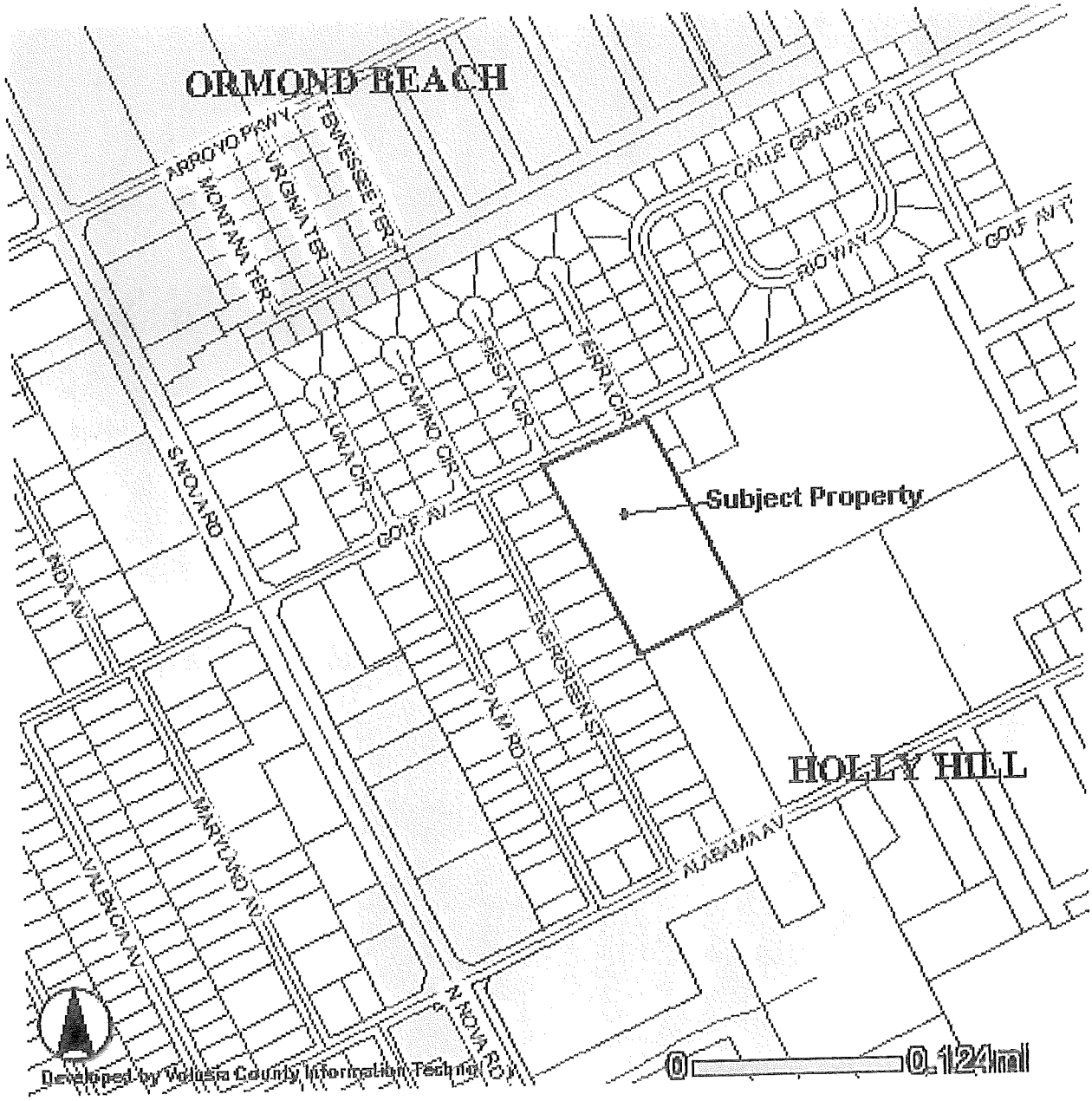
Joseph A. Forte, City Manager

Attest:

Valerie Manning, City Clerk

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

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



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

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)

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

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:

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

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.

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

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;~~

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

~~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.

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

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

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

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

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

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

O. 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, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

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:

VIRGINIA VAINELLA
MY COMMISSION # DD 530937
EXPIRES: March 21, 2010
Bonded Thru Notary Public Underwriters

WITNESSES:

Marsha M. Pakulovich

Steve Tyler
Applicant's Name, Title & Corporation
Piazza 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:

VIRGINIA VAINELLA
MY COMMISSION # DD 530937
EXPIRES: March 21, 2010
Bonded Thru Notary Public Underwriters

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

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)

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

EXHIBIT "B"

PRELIMINARY PLAN

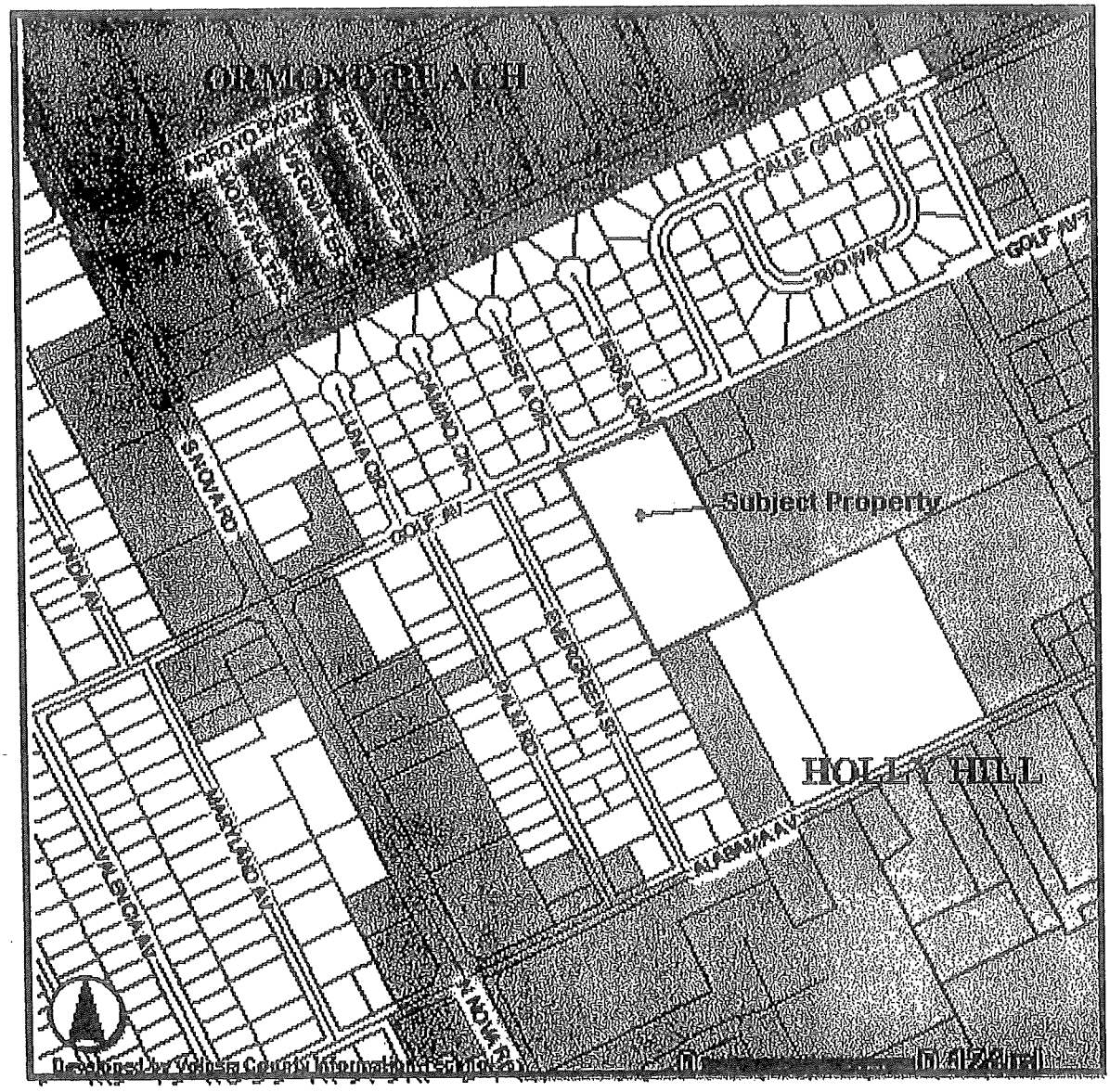
(Attach preliminary plan here.)

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

EXFILTRATION TRENCH
TOTAL AREA REQUIRED TBD
CHAIN LINK FENCE
RETENTION
TIERRA CIRCLE
FIESTA CIRCLE

EXHIBIT "C"

LOCATION MAP



Last revised 12/19/02

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: **February 13, 2024**
FROM: **Brian Walker**
SUBJECT: **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.**
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 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.

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 Plan (PDF)
- Development Agreement (PDF)

HISTORY:

01/23/24 City Commission APPROVED AT 1ST READING
Next: 02/13/24

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.

Ordinance No. 2024-3071

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).

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".

SECTIO 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 13th day of FEBRUARY, 2024 for second and final 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 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

ATTEST:

_____ _____

Print or type name

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



FOX POINT APARTMENTS - FRONT ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (2024-O-3971 : 1088 10Th Street - RPUD Rezone)



FOX POINT APARTMENTS - LEFT ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (2024-O-3071 : 1088 10Th Street - RPUD Rezone)



FOX POINT APARTMENTS -REAR ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (2024-O-3971 : 1088 107th Street - RPUD Rezone)



FOX POINT APARTMENTS - RIGHT ELEVATION

©2023 F K ARCHITECTURE

Attachment: Apartment Elevations (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

BOUNDARY SURVEY

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 N 64°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 S 25°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 S 64°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 (09.418 ± acres)

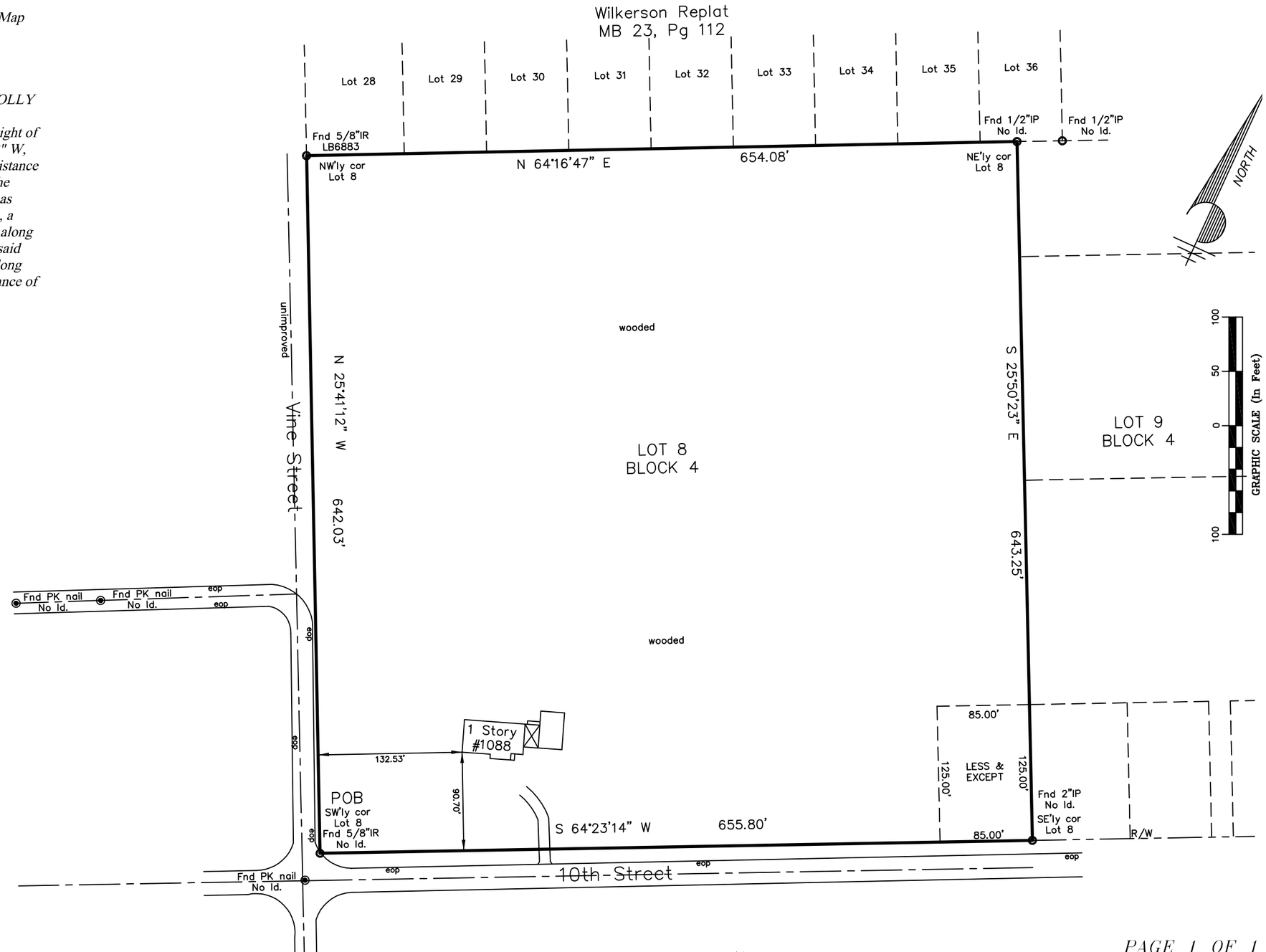
GENERAL NOTES:

1) North and the bearings shown hereon are assumed and referenced to the North Right of Way of 10th Street, as being S 64°23'14" W.

2) This survey was performed without the benefit of a Title Commitment.

3) Underground features, such as, improvements, foundations or utilities, if existent, were not located as a part of this survey, unless noted otherwise.

4) Subject property lies within Flood Zone "X", "Areas determined to be outside the 0.2% Annual Chance Floodplain", Per Community Panel 12127 C 0356 J, effective date of September 29, 2017.



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

LAST DATE OF FIELD WORK 10/10/2020

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 5J-17.05(1) OF THE ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEON L. HAMPTON, PSM, SURVEYOR & MAPPER — CERTIFICATE NO. 5910 — STATE OF FLORIDA

LEON L. HAMPTON PSM — *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

HOLLY HILL
FLORIDA
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)

HOLLY HILL
FLORIDA
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)

HOLLY HILL
FLORIDA
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: _____ 10/5/23
(Signature) *(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)

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)

Attachment: Legal Description (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

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

AltKey: 3218361 **Parcel ID: 424401040080**
BALBOA ADOLPH **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



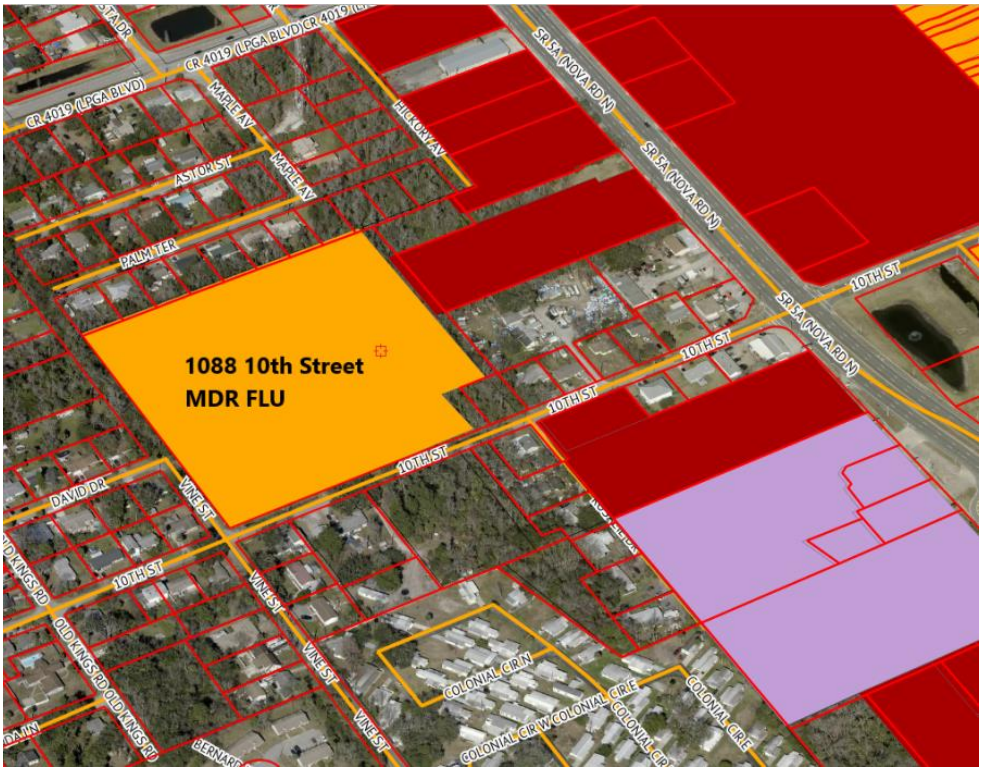
Attachment: Exhibit B - General Location (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

Aerial Map

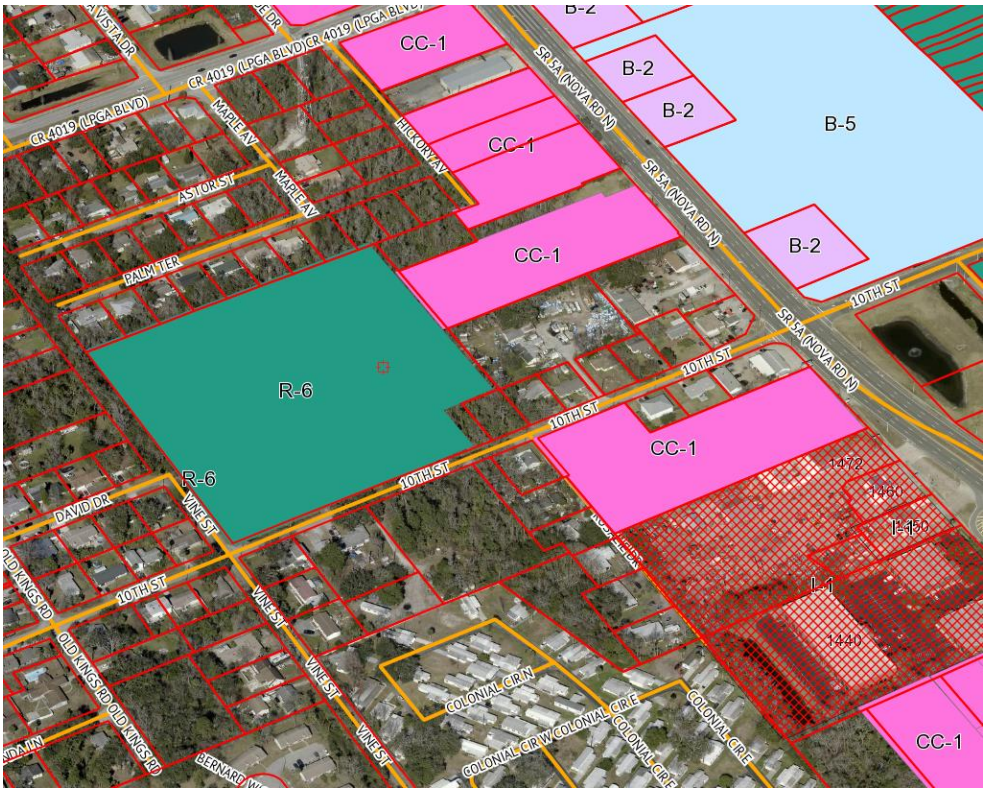


Attachment: Exhibit C - Aerial (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

MDR FLU



Current R-6 Zoning – Proposing RPUD Zoning



Wetland Map


1088 10th Street
CR 4019 (LPGA BLVD)
WOODSIDE DR
VISTA DR
MAPLE AV
HICKORY AV
ASTOR ST
PALM TER
OLD KINGS RD
LEON LN
DENEECE TER
DAVID DR
10TH ST
VINE ST
BOBBIE LEE DR
LINDA LN
COLONIAL CIR N
COLONIAL CIR W
BERNARD W SMITH SR
9TH ST
1580
1570
1550
1532
1511
SR 5A (NOVA RD N)

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.**

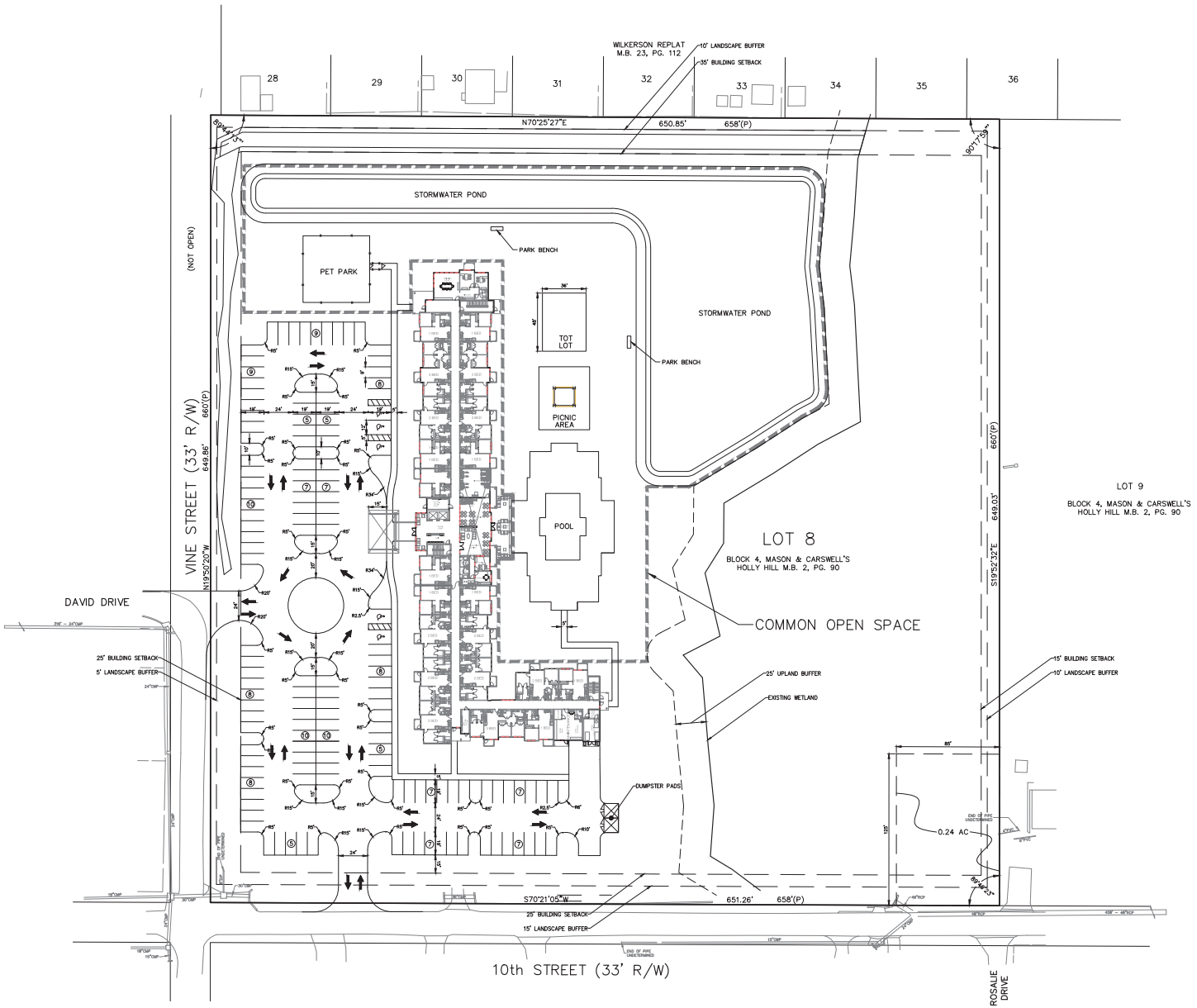
8. What is its impact upon the public health, welfare, safety, or morals?
    a. **Response: The proposed project will allow for needed housing infrastructure that will promote public health and welfare by providing housing infrastructure that is affordable in a suitable living environment within our community.**

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

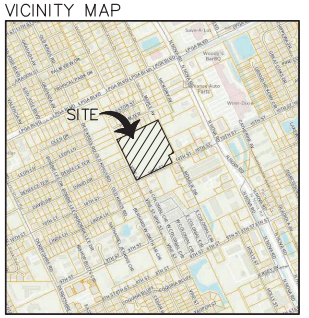
ZONING & FLU TABLE

	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

Attachment: Zoning and FLU Table (2024-O-3071 : 1088 10Th Street - RPUD Rezone)



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 REQUIRED = 600 S.F. (1BR)
850 S.F. (2BR)
1,000 S.F. (3BR)

MINIMUM GENERAL OPEN SPACE REQUIRED: 6.0 AC. (63%)
MINIMUM COMMON OPEN SPAVE REQUIRED: 2.0 AC. (21%)

NOTES:
1. GENERAL OPEN SPACE IS COMPRISED OF ALL NON-IMPERVIOUS AREAS INCLUDING LANDSCAPE AREAS, STORMWATER PONDS, WETLAND AREAS, ETC.
2. COMMON OPEN SPACE IS OPEN SPACE THAT CAN BE USED AND ENJOYED BY THE RESIDENTS AND INCLUDES AMENITIES SUCH AS POOL DECKS, PICNIC AREAS, TOT LOTS, PET PARKS AND ADJACENT LANDSCAPE AREAS AND PONDS.

BUILDING SETBACKS:
NORTH = 35' (ABUTTING SINGLE FAMILY RESIDENTIAL)
SOUTH = 25' (10th STREET)
EAST = 15'
WEST = 25' (VINE STREET)

MAXIMUM BUILDING HEIGHT = 37'
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

GRAPHIC SCALE
0 20 40 80 120
SCALE: 1" = 40'

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE #100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE | DESIGNED | DRAWN | CHECKED | DATE

PRELIMINARY DEVELOPMENT PLAN
FOX POINTE APARTMENTS

PROJECT NO. 863 1
863-CON-MO

Attachment: Preliminary Plan (2024-O-3071 : 1088 10Th Street - RPUD Rezone)

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

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

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.

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

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.

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

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.

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

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

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

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

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

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

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

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 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

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

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.

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

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

ATTEST:

_____
Print or type name

_____
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 (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

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