



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • 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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Penny Commissioner Penny led the invocation.

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

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)

RESULT: NO VOTE NEEDED



B. 2023 Citizen 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)

RESULT:	NO VOTE NEEDED
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C. 2023 Business of the Year - Carmen Ruiz, FastSigns

1.

2023 Business of the Year - Carmen Ruiz, FastSigns
(Requested by Valerie Manning, City Clerk)

RESULT:	NO VOTE NEEDED
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3. **PUBLIC COMMENTS**

The following individuals came forward to speak to the Mayor and City Commissioners:

Jim Legary, Holly Hill and Jennifer Blanchette, Holly Hill.

4. **APPROVAL OF MINUTES**

1.

Minutes - January 23, 2024 Workshop and January 23, 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 13th day of February, 2024, in Holly Hill



5. **CONSENT AGENDA - ITEMS (1 - 2)**

Mayor Via asked if anyone in the audience wished to speak on any item on the Consent Agenda or if any member of the Commission wished to discuss an item. There was no one.

1. -2024-R-3 Resolution

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)

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

RESOLUTION

2024-R-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

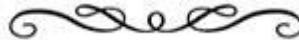
in an amount not to exceed \$6,397.00; bringing the total cost of engineering/CEI to \$53,937.00.

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.

Enacted and approved this 13th day of February, 2024, in Holly Hill



2. -2024-R-8 Resolution

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)

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

RESOLUTION

2024-R-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.

Enacted and approved this 13th day of February, 2024, in Holly Hill



6. REGULAR AGENDA**1. -2024-R-9 Resolution**

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)

Josef Grusauskas, Deputy Public Works-Utilities Director briefly went through the staff report that was in the agenda packet for the Mayor and City Commissioners. Braid Blais from Mead & Hunt was present and spoke briefly and answered any questions that the Commission may have had.

Mayor Via opened public participation. No one spoke.

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

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.

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 19, 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.

Enacted and approved this 13th day of February, 2024, in Holly Hill



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)

Mr. Forte read through his staff report to the Mayor and City Commissioners as follows: 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.

Mr. Forte stated 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. Ms. Hammond, the property owner, runs off of a well. She buys drinking water but she will use well water for other purposes and that's a violation of the city's water policy. You can't use well water. The trash charges are not getting paid. The sewers charges are not getting paid. And there's a significant amount of trash. For a number of years the city has provided free services to the property. The amount of funds lost due to not paying a utility bill or trash collection is undetermined. We've had number you know a number of complaints about the property over the past several years, more so, this past year, but like I said, in the last day, the property owner made a significant amount of progress. If they would have made this progress three weeks ago, we wouldn't be here.

PICTURES OF THE PROPERTY THAT WERE TAKEN TODAY AT 2:00 PM AND THEN AGAIN AT 4:00 PM BY CODE ENFORCEMENT WERE SHOWN ON THE OVERHEAD PROJECTOR FOR THE MAYOR AND CITY

COMMISSIONERS TO SHOW THE IMPROVEMENTS TO THE PROPERTY THAT WERE DONE TODAY. THE CITY CLERK ALSO SHOWED THE PREVIOUS PICTURES THAT WERE PRESENTED DURING THE SEPTEMBER 2023 REGULAR CITY COMMISSION MEETING.

Mayor Via stated he agrees. He wishes it came sooner and we wouldn't have to be here tonight.

Sherri Hammond, property owner of 1625 Anniston Avenue spoke to the Mayor and City Commissioners. She informed them that she got the biggest U-Haul and has been filling it up, got rid of the three vehicles. She is going to keep the U-Haul truck another day to finish the backyard because they did get the front all done so there is a big difference from even this morning to this afternoon. She's going to keep the truck another day or maybe another two days and continue and finish the whole backyard too. It will be done and you guys will be happy with that.

Mayor Via wanted to clarify that Ms. Hammond was the one who took the cars away off the property, the city did not take them away. Just for clarification. Ms. Hammond has made a lot of progress and he appreciates that, we appreciate that, and as she knows, he lives on the same street and he hears from the neighbors. He's heard about it for years and years and he thinks that all of the Commissioners appreciate what Ms. Hammond is doing today, to make that big difference and he thinks she has made a big difference and he appreciates that.

Commissioner Penny asked Ms. Hammond what her plans were with the contents of the U-Haul? Where is it going to go?

Ms. Hammond stated she is going to take it to the dumps. She's throwing it all away at the dumps. She's going to make dump runs.

Commissioner Danio stated he thinks the biggest concern of the Commission is what we see today, we're afraid what we're going to see tomorrow and the day after and the day after that. He thinks all of the Commissioners are thinking the same thing.

Ms. Hammond stated, no. She had a home repair business and she did collect all kinds of stuff to so she can make money from the next home or not even make money. She belongs to a church that she volunteers a lot at to help people out so she does have a lot of stuff on hand. Like, if somebody needs a door or something but now I had to get rid of everything so I don't have that anymore.

Mr. Forte stated the other side of the problem is she was operating illegal salvage business from the property.

Ms. Hammond stated she was not operating a salvage business. If she got some piece of scrap here and there but you don't get no money for anymore. Years ago you did but not anymore and she wasn't in business it was to buy gas.

Commissioner Currie stated she would have to venture a guess that with everything being left outside that you wouldn't even be able to provide it to the church as charity because whatever the item is, is ruined from the weather and her fear is, she is graciously happy that Ms. Hammond got done what she got done today, my fear is, also as Commissioner Danio has said, she doesn't want to come back and then in another month this looks like this because Ms. Hammond is finding scrap along the road that she wants to keep.

Ms. Hammond stated she won't. She's on a roll right now. She wants to continue.

Commissioner Currie stated and that is awesome.

Ms. Hammond stated she is going to keep the U-Haul truck another day and keep on

going. That's why she got the biggest one.

Commissioner Currie stated, Attorney Simpson, what guarantee can we put in place that this doesn't happen again. Is there one?

Attorney Simpson stated, no. The Commission made a determination that it was a public nuisance and then the Commission set up a time period within which Ms. Hammond could come into compliance. Obviously, Ms. Hammond did a lot today. So, the question is, is Ms. Hammond in compliance or do you want to send staff out to remove the balance of what's there. That's really the question.

Commissioner Danio stated if we let her finish up her...she's 90% or whatever, there. That doesn't cripple the city from in a month or two, having this same decision to make, if we have to?

Attorney Simpson stated well, if she eliminates the public nuisance, she eliminates it and then she brings back stuff to create...

Commissioner Currie stated it's a whole new...

Ms. Hammond stated she's not going to do that, believe her.

Attorney Simpson stated he understands that. This is a "what if" scenario.

Ms. Hammond stated, okay.

Attorney Simpson stated then you have to come back and make a new determination that a new public nuisance has existed that was created.

Ms. Hammond stated, right. She agrees.

Attorney Simpson stated the Commission could...

Commissioner Currie asked can we table this?

Attorney Simpson stated he was going to say, they can continue or table this for the next meeting.

Commissioner Currie stated for the next meeting. She doesn't want to do a month because the Commission was really nice back in September 2023. Really nice.

Attorney Simpson stated they can table it and see where it is.

Commissioner Currie stated, okay.

Attorney Simpson stated and then you know, based on...get pictures just like we have as a condition exists right before...

Commissioner Currie stated Mayor, I can tell you what my preference would be is to table it for a meeting, give Ms. Hammond the opportunity...that's two weeks. Last year we said a month and here we are today in the middle of February 2024.

Attorney Simpson stated the Commission gave Mr. Forte the discretion to work with Ms. Hammond and he clearly did that.

Commissioner Currie stated, yes. Absolutely. It's great to see it happen but it's a little disheartening that it happened at the 11th hour.

Attorney Simpson stated it happens a lot though. The only other thing he would throw out is if there are particular things the Commission sees in the 4:00 PM pictures that the Commission would like to see removed in two weeks, it might be a good idea to say, look, get these things out of here.

Commissioner Penny stated Mr. Forte, correct me if I'm wrong, but when we addressed this last year, we decided that we would provide two roll-offs for her and that we would pay for it but add it to her utility bill on a payment basis.

Mr. Forte stated not added to her utility bill but bill her in 12 equal installments.

Commissioner Penny asked has Ms. Hammond made any installment payments?

Mr. Forte stated he doesn't believe so, no. The thought was to originally put it on the utility bill but if she didn't pay it, that would put the utility bill a risk of having the water turned off but he didn't know it at that time, that she didn't have a utility bill for four (4) years.

Commissioner Penny stated, okay. He agrees with Commissioner Currie. He questions why did it take so long but at the end of the day, we're getting the results that the city wants but, he would even go the other way. Ms. Hammond said she's going to keep the U-Haul for 24-48 hours. I would give her until 5:00 PM Friday afternoon to get rid of everything that's under the tarps there in the pictures, otherwise, the city is going to hire a contractor next Monday to come take care of it and then send her the bill because if we kick it down the road, two weeks down the road...the city has given deadlines, deadlines that have come and gone and basically, his patience...if he lived next door to this, he would be at City Hall every day, at the Mayor's house every day yelling at him.

Mayor Via stated, they are.

Commissioner Currie stated she can agree with that.

Commissioner Penny stated but we've given too many deadlines. He would leave it at the discretion of the City Manager, all that stuff that's under tarps, you can clearly see a motorcycle, a boat, a rabbit hutch or whatever that is back there. All that stuff...the plants. He likes the plants, the outdoor furniture. That looks great right there (*referring to one of the pictures taken today*). He doesn't know what that box is by the bird of paradise. But if Ms. Hammond is saying she can do it within 24-48 hours, he will give her 72 hours and we will be there Monday morning to finish it if she doesn't. That would be the direction he would go.

Commissioner Johnson stated he just has one concern, he doesn't have any concern whatsoever of the value of the material that's around, what she can do with it or anything like that. The only concern he has is where do we get proof of where it's going when it leaves her property? Do we know it's going to the County dump? Do we know it's not staying?

Ms. Hammond stated she can bring them a receipt. It doesn't matter to her. She isn't shy. Commissioner Johnson stated the other concern that he has is there's no question, really, about what is there. We just have to go by what has to be done that's within the Code of the city, that has to be cleared up. If she needs extra time, he doesn't have a problem with that but within reason but it just has to come into compliance with the Code. He doesn't want it staying in a U-Haul and then coming back.

Commissioner Danio stated she has it full now and then she's going to take it to the dump and then she's going to bring it back? Is that what her plan is?

Ms. Hammond stated, yes. She's going to make a couple of trips. She will have to fill it up again. It's about half full now. She got the biggest truck they had. It's longer than her driveway. She will have it done.

Mayor Via opened public participation. No one spoke.

*Commissioner Currie made a motion **THAT CITY STAFF WILL INSPECT THE PROPERTY MONDAY MORNING, FEBRUARY 19, 2024, AND IF IT IS NOT IN COMPLIANCE WITH THE CODE, CITY STAFF WILL HIRE A CONTRACTOR TO COME AND REMOVE ALL ITEMS THAT ARE NON-COMPLIANT WITH THE CITY CODE**, seconded by Commissioner Penny.*

Commissioner Danio and Mayor Via asked if Ms. Hammond understands the motion that

was just made? That if by the end of the weekend, if it's not taken care of, that the city, this motion, if it passes, the city would go ahead and remove the rest of the items on Monday?

Ms. Hammond stated, yes. She understands.

Mayor Via stated she understands. Maybe, and I should have spoke up more, that we would table it just because of the progress that we see. I've been in support of this, moving it along. I have heard about it for the last several years constantly from all of our neighbors and he is sure the Commissioners have heard about it as well, and we have gone through this process for well over a year now and we've had staff investigate it to the nth degree. I want to be able to stand unanimous with this Commission but I do, really hope, that Ms. Hammond can get this cleaned up by then and that this action doesn't have to take place.

Commissioner Danio stated it looks like she works better under pressure so this is going to probably be just what she needs.

Mr. Forte stated he's been giving her pressure for four (4) months.

Commissioner Danio stated well, between 2:00 PM and 4:00 PM, there's been progress made. Imagine four more days.

Commissioner Penny stated Mayor, I hear your concerns. My concern is that she hasn't met a deadline yet and if we...she's 80% done and in two weeks from now she's 90% done, then we're going to kick it down another two weeks and the past often repeats itself. Behavior is behavior. He agrees with Commissioner Danio. She works well under pressure because there's a lot of junk moved out of there in two hours but there's a lot that needs to go. So, we're giving her five (5) days to do it.

Commissioner Currie stated and she really doesn't think a U-Haul would be possible. They're expensive. She wouldn't think a U-Haul pass Sunday would be something she would want to pay for.

Commissioner Penny stated the only comment he would make to the applicant, Ms. Hammond, the property owner, is that he doesn't think all that stuff can go to the landfill. A lot of those things have oil in them, gasoline in them and they're not going to be suitable to go to the County landfill.

Mayor Via stated his vote tonight, based on her testimony here, that it will be taken care of in the next couple of days because you don't want to rent a U-Haul too long for that reason and as stated earlier, he's going to vote yes on this.

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

Enacted and approved this 13th day of February, 2024, in Holly Hill



7. PUBLIC HEARINGS

1. -2024-O-3068 Ordinance

SECOND 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)

Brian Walker, City Planner, read through his staff report that was in the agenda packet. The concerns and issues pertaining to the sheds on the property have been addressed by the applicant for this meeting and a shed location envelope is in the agenda packet to show the changes. Concerns about the granite company that is on the property as well, has been discussed with the applicant and will be addressed.

Jim Rose, Attorney at Rice and Rose, was present to represent the applicant, Malkit Salh, and answered any questions that the Commission may have had.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 2/27/2024 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

ORDINANCE

2024-O-3068

SECOND 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 27th day of FEBRUARY, 2024 for second and final 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:

Malkit Sahl

(Name Printed or Typed)

By: _____
Name: _____
Title: _____

(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: _____

Enacted and approved this 13th day of February, 2024, in Holly Hill



2. -2024-O-3069 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified in Attachment A, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low-Density Residential to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Personal Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND
SECOND READING - Ordinance 3070 - an Ordinance of the City of Holly Hill, Florida,

Approving the Second Major Amendment to the Plaza Grande, LLC Industrial Planned Unit Development; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Brian Walker, City Planner read through his staff report for both Ordinances and they were voted on separately.

ORDINANCE 3069

Commissioner Penny made a motion to ***APPROVE ORDINANCE 3069, 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 Johnson.

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

ORDINANCE 3070

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

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

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.**

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

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be 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:

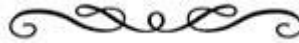
LOT 10 EXC N 10 FT IN ST BLK 21 FLEMING FITCH GRANT PER OR 4 596 PGS 4429-4430 PER OR 5832 PG 1385 PER OR 6952 PG 1898 PE R OR 7364 PG 3203 PER OR 7972 PG 0121

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**

Enacted and approved this 13th day of February, 2024, in Holly Hill



3. -2024-O-3071 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending, the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Attachment a from R-6 (Low Density Multifamily Residential District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

The applicant was present but they had nothing to add or speak on.

Mayor Via opened public participation. No one spoke.

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

ORDINANCE**2024-O-3071**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-6 (LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Commission has determined that the proposed amendment

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

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

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

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

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

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

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

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

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance

adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

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

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

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

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By:

Date: _____

ATTEST:

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature_____
Printed Name

Commission No.: _____

My Commission Expires: _____

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

Scott Simpson, City Attorney**Exhibit A****Legal Description** - Being that land described and recorded in Official Records Book 4245,

Page 2512, Public Records of Volusia County, Florida

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

Also being described as:

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

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

Containing 410,263.56 square feet (09.417± acres)

Exhibit B

Preliminary Development Plan

Enacted and approved this 13th day of February, 2024, in Holly Hill



8. COMMUNICATIONS

A. City Manager Comments
None.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny mentioned the lights along Riverside Drive and how beautiful they look; informed the Mayor and Commissioners that he met with Mr. Varga last Friday about a few concerns he had.

Commissioner Currie congratulated everyone again for receiving the 2023 Certificates tonight.

Commissioner Danio agreed with Commissioner Currie about the presentations; recent concert at Pictona; Veteran's monument and the Overhead to Underground Utilities.

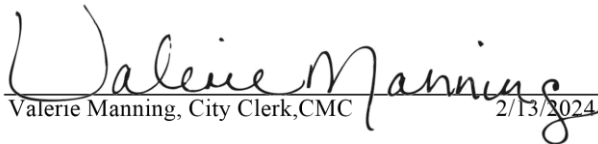
Commissioner Johnson mentioned the "Best Foot Forward" that FDOT will be doing; LPGA widening and how bad the traffic is.

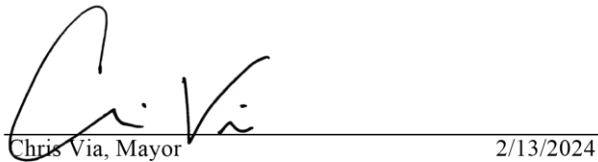
D. Mayor's Comments

Mayor Via informed the Commissioners that he has been meeting with staff and Mr. Forte and a couple of the gentleman from American Legion Post 120 discussing the upcoming Veteran's Memorial unveiling that will happen sometime in mid-late March; and reminded everyone who will be attending the State of the County Address that it will be in Deltona tomorrow at noon.

9. **ADJOURNMENT**

The meeting adjourned at approximately 7:50 PM.


Valerie Manning, City Clerk, CMC 2/13/2024


Chris Via, Mayor 2/13/2024