

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • FEBRUARY 27, 2024

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

- 1. Minutes - February 13, 2024 Workshop and February 13, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

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

- 1. Resolution -2024-R-10 A Resolution by the City Commission of the City of Holly Hill, Florida, Designating the Special Event Dates and City Sponsored Event Dates for 2024-2025; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

- 2. Resolution -2024-R-11 A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring Identified Items as Surplus and Authorizing the Recycling of Information Technology Wifi Access Points and the Sale of the Surplus Aerator, Ballfield Grooming Machine, Two (2) Mowers and Water Filter Control Panel at Manheim Auto Auction and Gov Deals Respectively; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 3. Resolution -2024-R-12 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Statewide Mutual Aid Agreement 2023 from the State of Florida Division of Emergency Management.

(Requested by Valerie Manning, City Clerk)

- 4. TraCs Memorandum of Understanding (MOU) - Panama City PD and HHPD Traffic and Criminal Software

(Requested by Jeff Miller, Police)

5. REGULAR AGENDA

- 1. 450 Ridgewood Avenue - Bike Week Permit Request

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

6. PUBLIC HEARINGS

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

1. Ordinance -2024-O-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.

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

2. Ordinance -2024-O-3072 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 30 (Finance), Article IV (Special Assessment) to a New Title of Special Assessment – Code Enforcement Costs; Create New Article V (Special Assessments) Authorizing the City to Levy Special Assessment and Outlining the Procedures for Special Assessment to be Levied; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

3.1

MEETING DATE: February 27, 2024
FROM: Valerie Manning
SUBJECT: Minutes - February 13, 2024 Workshop and February 13, 2024
Regular City Commission Meeting
NUMBER: (ID # 4412)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the February 13, 2024 workshop and the regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - February 13, 2024 - Regular City Commission meeting (PDF)
- Minutes - February 13, 2024 - Workshop with Waste Pro - Commercial and Residential Rates (PDF)



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



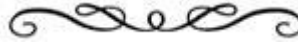
B. 2023 Citizen of the Year - Kimberly Lawson, Simply Gina's

1.

2023 Citizen of the Year - Kimberly Lawson, Simply Gina's
 (Requested by Valerie Manning, City Clerk)

Attachment: Minutes - February 13, 2024 - Regular City Commission meeting (4412 : Minutes)

RESULT:	NO VOTE NEEDED
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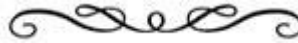


C. 2023 Business of the Year - Carmen Ruiz, FastSigns

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

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

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

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	



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

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

Attachment: Minutes - February 13, 2024 - Regular City Commission meeting (4412 : Minutes)

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

NOTARY PUBLIC, STATE OF FLORIDA

 Notary Signature

 Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: Minutes - February 13, 2024 - Regular City Commission meeting (4412 : Minutes)

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

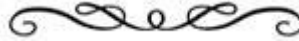
Full Legal description:

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

Attachment: Minutes - February 13, 2024 - Regular City Commission meeting (4412 : Minutes)

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.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 13, 2024

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

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	

2. WASTE PRO DISCUSSION - COMMERCIAL RATES

1.

Waste Pro Discussion - Commercial Rates

(Requested by Valerie Manning, City Clerk)

Mr. Forte and Mrs. Moore, Finance Director went over the spreadsheet that was on the screen for the Mayor, City Commissioners and staff present. Also attending the workshop was Bill Redman from Redman Consulting Group and Tim Dolan from Waste Pro who were present to help go over the spreadsheet and clarify, explain and answer questions of the Mayor and Commissioners. This is a follow up workshop with Waste Pro and they are here tonight to answer those questions and comments that were made. For example, is there a way that the city can reduce the residential rate and a little bit more on the commercial rate. Mr. Forte mentioned that he went back to Mr. Redman and Mr. Dolan and recommended that we drop the Waste Pro's proposed rate of \$2.50 to \$1.75 and then Mr. Dolan came back and said they can do that if we increase the commercial rate an additional \$0.35 cubic yard. Going back and forth with several iterations of the spreadsheet, that's what we worked on putting together.

Mr. Dolan wanted to let everyone know that one of the other requests that was made was that the CPI cap gets dropped from 5% to 4%, which we did agree too.

Mr. Forte stated, right. That was another concession that they provided to us. One of the things he keeps reiterating is that this is one of these unknowns that we're dealing with. He likes to make himself feel comfortable if he can anticipate what our rates will be in the next 14 years as compared to somebody who has recently adopted a contract. For example, Ormond Beach is one that we looked at and their commercial rate is pretty

close. Fourteen years from now their rate will actually be about a dollar more than our rate would have been. Our rate would have been 18 and theirs was like 19. We carried the \$1.75 for 5 years and then that drops off. The city's rate that we put in was \$2.50 and although we run that out the entire length of the 14 years, that doesn't mean you have to do it. It just means that's just an example. The same thing when we look at the proposed rates. Mr. Redman and Mr. Dolan were able to break out the fuel and the disposal components and all those are based on assumptions of what those percentage rate increases would be. This is kind of a worst case scenario. This is if everything were at the max. It's more than likely that those numbers would actually be less over time than they would be; they're certainly not any higher. Just look at this spreadsheet as a worst case scenario as you push out to the 14 years anticipating that those numbers will probably be a little bit less. At this time Mrs. Moore went over some areas of the spreadsheet and the numbers with the Mayor and City Commissioners at this time. There was some discussion amongst them. Mr. Forte asked the Mayor and City Commissioners if staff should bring the rate increases forward now.

Commissioners Danio and Penny stated, yes.

Mayor Via asked don't they usually do that in November?

Mr. Forte stated typically, they do it in October.

Mayor Via stated it would be a mid-year change.

Mr. Forte stated we've only done a rate increase, once. So, he can't say what we typically do but we've done it once. We happen to do it twice; we did it in April and October back-to-back. His question is do you want to start that rate increase effective April, effective June, effective October because if you wait until October you lost a year.

Mayor Via stated he would like to see it when it comes back up. They set the rate already as is with our budget, balanced as is. He's looking towards the future of what that is. What the budget will be.

Mr. Forte stated we're getting less than a dollar on the commercial total. We cannot continue to do that.

Mayor Via stated that's what we decided to do though based on...

Mr. Forte stated what we talked about during budget time, we talked about coming back addressing solid waste rates. It's not new now. We've talked about it then that we have a problem with solid waste.

Mayor Via stated his answer is no, if you're asking me right now.

Mr. Forte stated, yes.

Mayor Via stated my answer is no, the Commissioners answer may be yes but that's the way he feels about it. He knows that the solid waste fund is healthy right now. We've been able to do a lot of projects out of it. We specifically said we need to run that solid waste fund down and that's why we did these projects and that's why we haven't increased that rate so that's where he's at.

Commissioner Penny stated what he hears is everyone is in favor of establishing the rate increase. It's a question of when will it be effective.

Mayor Via stated, correct.

Commissioner Penny stated and that can be handled when we vote on it. He thinks they need to bring it back.

Mr. Forte stated well, no. He thinks they can tell him if they want him to make it effective now or do you want him to make it effective October. They can vote on it now

for an October implementation.

Commissioner Penny stated right, that's what he is saying but he thinks...

Commissioner Currie stated she thinks she would prefer it in October. She thinks right now that's where she stands.

Mayor Via stated that's two for October.

Mr. Forte stated he can bring it back next month.

Mayor Via stated, right. It doesn't matter when they vote on it.

Mr. Forte stated we still have reserve that we are still balancing out with. We can do it. We can wait until October to do it. There's no concern about waiting until October.

Mayor Via stated there's three that say we can wait. Commissioner Danio wants to see the numbers so if they see something, get with Commissioner Danio. If you have a sense that you should bring it back before then...

Mr. Forte stated the only problem with that scenario is if we bring it back and we wait until October to implement and then the Commission decides to move forward with Waste Pro's increase then we have to back it up.

Mayor Via stated, okay.

Mr. Forte stated that's the only challenge to that.

Mayor Via stated so then wait.

Mr. Forte stated so, we're in a stand-down right now.

Mayor Via stated we're waiting to see the numbers because we're going to get these numbers back. And Commission, is he right by saying that there is consensus that we want staff to bring back the projections of both ways for us so we can decide if we want to do this renegotiation with the contract now or wait until it's up and then for the rates, we are waiting until October unless we decide to move forward with this then we will have to bring the rates back immediately.

Mr. Forte stated, okay.



3. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: February 27, 2024
FROM: Valerie Manning
SUBJECT: A Resolution by the City Commission of the City of Holly Hill, Florida, Designating the Special Event Dates and City Sponsored Event Dates for 2024-2025; and Providing for an Effective Date.
NUMBER: 2024-R-10
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission shall establish the Special Event dates for the city. A Resolution has been prepared for the City Commission's consideration for 2024-2025.

FISCAL ANALYSIS:

Based on City Commission decision.

STAFF RECOMMENDATION:

Approve the Special Events and City sponsored events calendar for 2024-2025 as submitted by staff or modify as needed.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION DESIGNATING THE SPECIAL EVENT DATES AND CITY SPONSORED EVENT DATES FOR 2024-2025.

ATTACHMENTS:

- Sec. 58-212. - Special Events - Code of Ordinances (PDF)

- Sec. 114-707. - Outdoor Display of Merchandise - Code of Ordinances (PDF)
- Ordinance 2660 - April 22, 2003 - Amending Chapter 114(PDF)

Resolution No. 2024-10**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES AND CITY SPONSORED EVENT DATES FOR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES AND CITY SPONSORED EVENT DATES FOR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has the opportunity to serve as a host for special events and to promote leisure services, recreation opportunities, and community-based events for the pleasure and cultural enrichment of our citizens and visitors; and

WHEREAS, the City of Holly Hill has determined that it is in the best interest of its residents and businesses to specifically list the special events and city sponsored events that the city will acknowledge in 2024-2025.

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

SECTION 1. The City Commission hereby declares the following as special events and city sponsored for the City of Holly Hill:

SPECIAL EVENTS 2024

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
February 18, 2024	Sunday	Daytona 500
March 1 - 10, 2024 (<i>10-day event</i>)		Bike Week 2024
October 17 - 20, 2024 (<i>4-day event</i>)		Biketoberfest 2024

CITY SPONSORED EVENTS 2024

December 7, 2024

Saturday

65th Annual Christmas Parade**SPECIAL EVENTS 2025****DATE****DAY OF THE WEEK****EVENT**

February 16, 2025

Sunday

Daytona 500

March 7 - 17, 2025 *(10-day event)*

Bike Week 2025

October 16-19, 2023 *(4-day event)*

Biketoberfest 2025

CITY SPONSORED EVENTS 2025

December 6, 2025

Saturday

66th Annual Christmas Parade

SECTION 2. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of FEBRUARY, 2024.

Sec. 58-212. - Special events.

- (a) *Intent and application.* This section is intended to provide regulations relating to temporary special events not covered by section 114-901 and section 114-902 by the addition of a new section 114-903 which includes, but is not limited to, business events such as grand openings, customer appreciation events, special sales with planned outdoor activities; and other events such as circuses, fairs, carnivals, festivals, exhibitions, and musical events.
- (b) *Permit required.* Any special event shall be required to obtain a special event permit. A special event shall be subject to the following:
- (1) The owner, or a legal representative authorized through an affidavit, of the property owner where the event will be held must make application to the city manager, or his/her designee, and shall be responsible for compliance with the terms and conditions as set forth in the special event permit. Additionally, the owner(s) of any property on which a special event occurs shall be responsible and liable for violations occurring on any such property because of such special event.
 - (2) Special event permits shall not exceed a maximum duration of ten consecutive days unless waived or modified by the city commission. No lot or parcel shall serve as a location of a special event, or any part of a special event, including parking, for more than 20 days per calendar year. The 20-day limitation applies to all special events.
 - (3) All local business taxes, including, but not limited to, the licensing of all vendors, concessions, business, itinerant merchants, and contractors shall be paid prior to issuance of the permit.
 - (4) All applicable building permits, which may include, but are not limited to, tents, signs, electric, or water, shall be obtained prior to the issuance of the special event permit. All permitted structures shall be removed within 24 hours after completion of the special event.
 - (5) Special events held on nonresidential property shall not result in more than a 20 percent reduction of the parking spaces required for the existing business(es) during normal hours of operation. The city manager, or his/her designee, may allow the use of joint, off-site, or other approved parking agreement(s) to mitigate this requirement.
 - (6) Special events are not permitted on vacant property without the approval of the city commission.
 - (7) The applicant shall be responsible for the maintenance of the grounds and shall be responsible for properly disposing of trash, garbage, litter, and any other debris on the property and surrounding area as a result of the special event.
 - (8) The applicant shall provide sanitary facilities that are available, free of charge, to the patrons.
 - (9) The applicant shall provide the following:
 - a. *Public law enforcement and private security services.* the police chief's office shall determine the requirements and have final approval as to whether these services are

adequate. However, any special event serving alcohol shall provide security at the expense of the applicant.

- b. *Fire protection services.* The fire chief shall determine fire protection services.
- c. *Medical coverage.* The fire chief shall determine if an event will require medical coverage in the form of onsite paramedic or EMT personal.
- d. *Public works department services.* The public works director shall determine if the services are required and establish the appropriate fees.
- e. *Traffic control measures.* The police chief or designee shall have the full authority to require barricades, close any public street or roadway and/or detour of all traffic flow on any public street or roadway in relation to the management of the special event. The police chief or designee may determine whether to require implementation of additional traffic control measures for pedestrian and traffic access safety.
- f. *Health, safety, and welfare measures.* The city manager, or designee, shall have authority to impose additional conditions for public health, safety, and welfare.

(Ord. No. 2979, § 1, 9-12-16)

Sec. 114-707. - Outdoor display of merchandise.

Outdoor display of merchandise in the redevelopment district overlay will be permitted provided the following conditions are met:

- (a) The goods and merchandise permitted for outdoor display are: motorized vehicles, trailers, boats, new lawn & garden equipment (not to include supplies or materials such as bags of fertilizer, rocks, etc.), new furniture specifically made and intended for outdoor use, new barbeque grills, new bicycles, plants and landscape related hardscape such as fountains.
- (b) No outdoor display shall be allowed in areas set aside, required, or designated for driving aisles, driveways, maneuvering areas, emergency access ways, off-street parking, or unloading/loading.
- (c) With the exception of areas used for sale of motorized vehicles, trailers and boats, the area used for outdoor sales and display of merchandise shall not exceed ten percent of the gross floor area of the corresponding commercial building. The area for items placed outside but that is completely screened from view by a wall or an opaque fence screen, shall not be counted toward the ten percent area limitation.
- (d) All city fire, building and other codes shall be strictly complied with.
- (e) The display goods and merchandise are not permitted on a sidewalk or any portion of a public right-of-way.
- (f) The display of merchandise must be neat and orderly as determined by the city manager or their designee.
- (g) The merchandise is displayed in an area designated for outdoor display that does not impede visibility or access to and within the site.
- (h) The merchandise is only displayed during hours of operation.
- (i) Outside display and sale of merchandise for approved vendors at temporary special events shall be permitted as a function of the temporary event permit or in accordance with section 114-902.

The display of outdoor merchandise within the redevelopment district overlay that does not meet the requirements of this section and that exist at the time of the passage of this section, may be continued for a period of six months from the date of the adoption of this section. At the expiration of the six month period, any further display of outdoor merchandise not in conformity with the provisions of this section shall be discontinued.

This special exception is a limitation on the outside display, storage or sale of goods, merchandise or services as permitted by section 114-901.

(Ord. No. 2911, § 8, 1-27-12; Ord. No. 3013, § 2, 1-8-19)

ORDINANCE NO. 2660

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE HOLLY HILL CODE OF ORDINANCES, CHAPTER 114, ARTICLE III, DIVISION 11, SECTION 114, "OUTSIDE SALES BY NONLICENSED OPERATORS", PRESCRIBING WHEN OUTSIDE DISPLAY AND SALES SHALL BE PERMITTED; PRESCRIBING TERMS AND CONDITIONS FOR THE CONDUCT OF OUTSIDE DISPLAY AND SALES; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

WHEREAS, the City Commission has determined that it is necessary to amend its land development regulations as provided herein in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. Division 11, Outside Display and Sale of Goods, is hereby amended as indicated below using ~~struck through~~ type to indicate deletions from the existing text and underlined type to indicate additions.

DIVISION 11. OUTSIDE DISPLAY AND SALE OF GOODS, MERCHANDISE AND SERVICES

Sec. 114-901. ~~Goods normally sold by business~~ Outside Display, Storage Or Sale Of Goods, Merchandise Or Services Not Requiring A Special Use Permit.

~~The outside display, storage or sale of goods and merchandise that are normally sold inside a business maintaining a current occupational license shall be allowed, subject to the following provisions, in B-2, B-3, B-4, B-5, B-6, I-1, I-2 and CC1 zoning districts, unless otherwise expressly prohibited:~~

In the B-2, B-3, B-4, B-5, B-6, I-1, I-2 and CC-1 zoning districts, the outside display, storage or sale of goods or merchandise that are normally sold inside a building occupied by a business holding a current occupational license shall be allowed, unless otherwise prohibited, subject to the following conditions.

- (1) No goods or merchandise shall be displayed, stored or sold on any public right-of-way, public sidewalk or designated parking area.
- (2) The outside display, storage or sale of goods and merchandise on private property or a private sidewalk shall be allowed, however, such goods and merchandise shall not create a hazard to, impede or obstruct pedestrian movement, and shall not violate the minimum fire and safety codes standards or any other regulations of the city.

Sec. 114-902. ~~Outside sales by nonlicensed operators~~ Outside Display, Storage Or Sale Of Goods, Merchandise Or Services Requiring Special Use Permit.

~~A business owner with holding a current occupational license shall~~ may be permitted to conduct engage in outside display or sales of goods and merchandise or services not normally sold within the licensed establishment and be permitted to allow other businesses or merchants to sale goods engage in such activity outside on the same premises of the licensed establishment subject to the following conditions:

- (1) ~~An application must be submitted for the issuance of a special use permit along with the permit fee in the amount of \$200.00. The form of the application shall be prepared by the city. If the applicant is not the business owner, the business owner must sign the application consenting to the issuance of a special use permit. If the permit is not issued, the permit fee shall be refunded. A Special Use Permit shall be required. Application for a Special Use Permit shall be filed in the Building Department on a form provided by the City. The application shall be accompanied by a permit fee, the amount of which to be established by resolution of the City Commission. If the application is denied, the permit fee shall be refunded. If the applicant is not the business owner, the business owner must sign the application consenting to the issuance of a special use permit.~~
- (2) ~~The above outside sales shall only occur during special events, which are identified as the period of time commonly known as Bike Week, Biketoberfest, Race Week, Spring Break, nationally recognized holidays, and any other time with prior city commission approval. Except as may otherwise be authorized here below, Special Use Permits may authorize the regulated activity only during the specific event periods established by the City Commission of the City of Holly Hill.~~
- (3) ~~Outside display and sale of goods, merchandise and any other items or services is prohibited on vacant lots, except for sale of Christmas trees and pumpkins by not-for-profit organizations, which shall also be exempted from the other provisions of this division.~~
- (4) ~~The outside sale of food and beverages, including alcohol, shall~~ may be permitted as long as proposed outside sale is on a premises that does not normally sell food and beverages only when located at least 500 feet from the nearest licensed restaurant. The distance shall be measured from nearest edge of the property upon which the restaurant is located to the nearest edge of the property upon which the outside sales is conducted. Applicants desiring to sell alcohol must show proof of necessary state permits prior to the issuance of a Special Use Permit. The sale of food and beverages authorized by this provision shall be

for take-out only unless the applicant demonstrates that parking will be available to satisfy the minimum number of spaces required for added seating.

- (5) Outside sales of fireworks may be permitted during the 20-day period preceding and including New Year's Day and during the 20-day period preceding and including the Fourth of July.
- (6) Outside sales of Christmas trees by not-for-profit organizations may be permitted during the period from Thanksgiving Day through Christmas Day.
- (7) Outside sales of pumpkins by not-for-profit organizations may be permitted during the period from October 1 through Thanksgiving Day.
- (58) No more than 50 percent of the open area shall be used for the outside sales activity. Open area is defined as the designated parking lot, grass and dirt areas(excluding landscaped areas and stormwater retention areas that are not reasonably accessible by pedestrians). The intent is that only 50 percent of the area reasonably accessible by pedestrians would be occupied with outside sales activity. Public right-of-ways, including public sidewalks, shall not be included as part of the open area and no outside sales activity shall be conducted on public right-of-ways and public sidewalks. The remaining 50 percent of the open area shall be used for vehicle parking and pedestrian walking areas. The city shall have the absolute right to designate the open area and to designate the reasonable arrangement of sales activity and designated parking areas so as to protect the welfare and safety of the public.
- (69) The outside sales activity shall begin no earlier than 9:00 a.m. and shall cease by 11:00 p.m.
- (10) Traffic and parking control shall be provided as necessary to prevent obstruction or disruption of the normal flow of traffic at the site location of the outside sales activity.
- (11) A Special Use Permit issued pursuant to this division shall not authorize the display or sale of goods, merchandise or services not otherwise authorized as a permitted use by the applicable zoning district regulations.

SECTION 2. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 3. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 8th day of April, 2003.

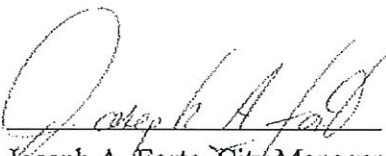
Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Paul Lockeby	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 22nd day of April, 2003.

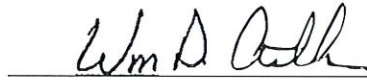
It was moved by Commissioner Schmitt and seconded by Commissioner Lockeby that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Paul Lockeby	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

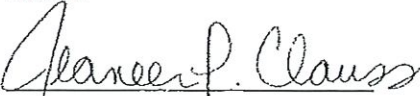
Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 22nd of April, 2003, for the purpose of authenticity as is required by law.


Joseph A. Forte, City Manager

City of Holly Hill, Florida


William D. Arthur, Mayor

Attest:


Jeaneen P. Clauss, City Clerk



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

**City Commission
Resolution**

MEETING DATE: February 27, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring Identified Items as Surplus and Authorizing the Recycling of Information Technology Wifi Access Points and the Sale of the Surplus Aerator, Ballfield Grooming Machine, Two (2) Mowers and Water Filter Control Panel at Manheim Auto Auction and Gov Deals Respectively; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-11
APPLICANT:
PLANNER:

DISCUSSION:

Periodically, end of life equipment is retired and surplussed. Sixteen (16) WiFi access points as well as an affiliated zone director have been identified as past the end of their useful lives. These units were purchased in 2015 and are no longer being supported. Staff recommend that these units be recycled through A-1 Assets.

Multiple pieces of Public Works equipment including an aerator, ballfield grooming machine, two (2) mowers and a water filter control panel are also recommended to be surplussed as they are no longer in use. These items retain some value, and it is recommended that these items be sold at auction with reserve pricing as follows:

- Ryan Aerator: Auction on Manheim with a reserve set to \$300.00
- Sandpro Ballfield Grooming Machine: Auction on Manheim with a reserve set to \$500.00
- Hustler X-One Mower: Auction on Manheim with a reserve set to \$500.00
- Kawasaki Side Discharge Mower: Auction on Manheim with a reserve set to \$2,000.00
- Allen-Bradley Filter Control Panel: Auction on Gov Deals with a reserve set to \$250.00

A surplus request list is included under “Exhibit A”. Surplus request forms and accompanying photographs for items recommended to be auctioned are included under “Exhibit B”.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached exhibits as surplus and authorize the recycling of Information Technology WiFi access points and the sale of the surplus aerator, ballfield grooming machine, two (2) mowers and filter control panel equipment at Manheim Auto Auction and Gov Deals respectively.

COMMISSION GOAL:

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

MOTION:

DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZE THE RECYCLING OF INFORMATION TECHNOLOGY WIFI ACCESS POINTS AND THE SALE OF THE SURPLUS AERATOR, BALLFIELD GROOMING MACHINE, TWO (2) MOWERS AND FILTER CONTROL PANEL EQUIPMENT AT MANHEIM AUTO AUCTION AND GOV DEALS RESPECTIVELY.

ATTACHMENTS:

- Exhibit A - Surplus Request List (PDF)
- Exhibit B - Surplus Request Photos (PDF)

Resolution No. 2024-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY WIFI ACCESS POINTS AND THE SALE OF THE SURPLUS AERATOR, BALLFIELD GROOMING MACHINE, TWO (2) MOWERS AND WATER FILTER CONTROL PANEL AT MANHEIM AUTO AUCTION AND GOV DEALS RESPECTIVELY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY WIFI ACCESS POINTS AND THE SALE OF THE SURPLUS AERATOR, BALLFIELD GROOMING MACHINE, TWO (2) MOWERS AND WATER FILTER CONTROL PANEL AT MANHEIM AUTO AUCTION AND GOV DEALS RESPECTIVELY; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department have identified sixteen (16) WiFi access points as well as an affiliated zone director that are obsolete and no longer supported; and

WHEREAS, the Public Works Department has identified an aerator, Sandpro 2020 Ballfield Grooming Machine, Hustler X-One Mower, Kawasaki Side Discharge Mower and Allen-Bradley Filter Control Media that are no longer in use by the City; and

WHEREAS, City staff recommend that Information Technology identified equipment be approved for recycling and that Public Works identified equipment be approved to sell at auction.

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

SECTION 1. That the City Commission does hereby declare the Information Technology items identified as surplus and authorize the recycling of sixteen (16) WiFi access points and affiliated zone director.

SECTION 2. That the City Commission does hereby declare the Public Works items identified as surplus and authorize the auction of an aerator, ballfield grooming machine,

two (2) mowers and water filter control panel at Manheim Auto Auction and Gov Deals respectively.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 27th day of FEBRUARY, 2024.



Surplus Request List

DATE : 2/16/2024

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1		2015000157	Ruckus Zone Director	Ruckus	ZD1205	231508000850		07/14/15	\$729.00		IT	End of Life
2		2015000159	Ruckus Indoor Access Point	Ruckus	R500	291504510063		07/14/15	\$429.34		IT	End of Life
3		2015000160	Ruckus Indoor Access Point	Ruckus	R500	291504710029		07/14/15	\$429.34		IT	End of Life
4		2015000161	Ruckus Indoor Access Point	Ruckus	R500	291504510086		07/14/15	\$429.34		IT	End of Life
5		2015000162	Ruckus Indoor Access Point	Ruckus	R500	291504210080		07/14/15	\$429.34		IT	End of Life
6		2015000163	Ruckus Indoor Access Point	Ruckus	R500	291504410099		07/14/15	\$429.34		IT	End of Life
7		2015000164	Ruckus Indoor Access Point	Ruckus	R500	291504809992		07/14/15	\$429.34		IT	End of Life
8		2015000165	Ruckus Indoor Access Point	Ruckus	R500	291504309975		07/14/15	\$429.34		IT	End of Life
9		2015000166	Ruckus Indoor Access Point	Ruckus	R500	291504109957		07/14/15	\$429.34		IT	End of Life
10		2015000167	Ruckus Indoor Access Point	Ruckus	R500	291504410006		07/14/15	\$429.34		IT	End of Life
11		2015000168	Ruckus Indoor Access Point	Ruckus	R500	291504209950		07/14/15	\$429.34		IT	End of Life
12		2015000169	Ruckus Indoor Access Point	Ruckus	R500	291504410011		07/14/15	\$429.34		IT	End of Life
13		2015000170	Ruckus Indoor Access Point	Ruckus	R500	291504410012		07/14/15	\$429.34		IT	End of Life
14		2015000171	Ruckus Indoor Access Point	Ruckus	R500	291504510033		07/14/15	\$429.34		IT	End of Life
15		2015000172	Ruckus Indoor Access Point	Ruckus	R500	291504610023		07/14/15	\$429.34		IT	End of Life
16		2015000173	Ruckus Indoor Access Point	Ruckus	R500	291504410025		07/14/15	\$429.34		IT	End of Life
17		2015000182	Ruckus Indoor Access Point	Ruckus	R500	291504810010		07/14/15	\$429.34		IT	End of Life
19		2016000177	31 HP Cheetah Side Discharge Mower	Kawasaki	SCZ61RD-31RX	SN-K0800120		07/13/16	\$9,479.21		Public Works	End of Life
20		2013000077	Hustler X-One 60" Rear Discharge Mower	Hustler	X-One	12090382		12/05/12	\$7,384.00		Public Works	End of Life
21		2006002031	Sandpro Ballfield Grooming Machine	Toro	Sandpro 2020	70147		01/15/98	\$9,233.50		Public Works	Not in Use
22		2006002014	Ryan Aerator	Ryan	N/A	149565		11/11/92	\$2,200.00		Public Works	Not in Use
23		N/A	Filter Control Panel PLC	Allen-Bradley	SLC 500	01038410		10/12/07	unknown		Public Works	Unit Replaced 2024

City Manager Signature/Date



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Filter Control Panel PLC

Tag # N/A

Serial # 1038410

Manufacturer Allen-Bradley

Model # SLC 500

Vehicle #
Reason for Request to Surplus:

Unit was replaced in 2024

Department:

Water

Supervisor:

Jeff Jacobson

Date:

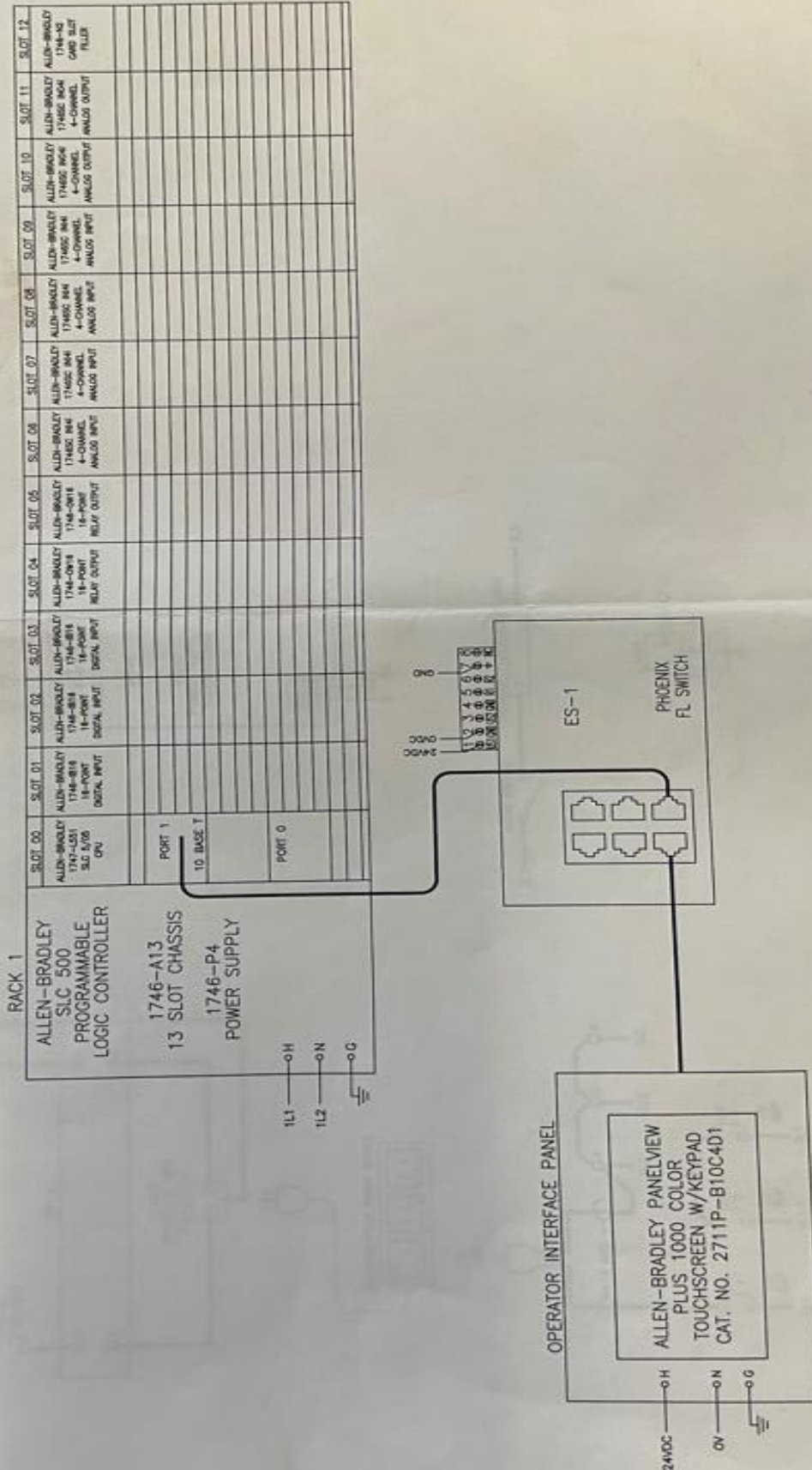
15-Feb-14

Please Return To: Finance Department
FINANCE DEPT USE ONLY
Authorized By
Date
Notes: Plans indicate date of purchase +/- 10/12/2007. Purchase cost cannot be determined, but

working used controllers sell for \$250.00 and up on Ebay

Recommendation: Sell at auction with no reserve. Scrap if unsellable.

Approved Disposal Method:



THIS DRAWING REPRESENTS THE DESIGN AND ENGINEERING EFFORTS OF ROBERTS THIS DRAWING AND ASSOCIATED DOCUMENTS

THE EXPRESS WRITER PUBLISHING COMPANY

SCALE NONE

CONTRACT ☐

SECTION 2.1

104222
NO. 104222

SLC-500 PLC POWER AND MODULE LAYOUT
FOR
HOLLY HILL, FL.

HOLLY HILL, FL.

ROBERTS WATER TECHNOLOGIES, INC.
DARBY PENNSYLVANIA 19023

DARBY PENNSYLVANIA 19023

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Attachment: Exhibit B - Surplus Request Photos (2024-R-11 : Surplus Request of City Equipment)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description Ryan Aerator

Tag # 20060002014 **Serial #** 149565

Manufacturer Ryan **Model #** N/A

Vehicle # N/A

Reason for Request to Surplus: Attachment for a tractor. City no longer has any tractors

in its Fleet

Department: Facilities

Supervisor: Steven Juengst

Date: 15-Feb-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 11/11/1992; Purchase Cost: \$2,200.00

Recommendation: Sell at auction with a reserve set to \$300

Approved Disposal Method: _____

Attachment: Exhibit B - Surplus Request Photos (2024-R-11 : Surplus Request of City Equipment)

Aerator



Attachment: Exhibit B - Surplus Request Photos (2024-R-11 : Surplus Request of City Equipment)



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Sandpro Ballfield Grooming Machine

Tag # 2006002031**Serial #** 70147**Manufacturer** Toro**Model #** Sandpro 2020**Vehicle #** 744**Reason for Request to Surplus:**

Infield grooming machine for baseball fields.

Department: Facilities**Supervisor:** Steven Juengst**Date:** 15-Feb-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By**Date****Notes:** Purchase Date: 01/15/1998; Purchase Cost: \$9,233.50**Recommendation:** Sell at auction with a reserve set to \$500**Approved Disposal Method:**

744





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Hustler X-One 60" Rear Discharge Mower

Tag # 2013000077**Serial #** 12090382**Manufacturer** Hustler**Model #** X-One**Vehicle #** 774**Reason for Request to Surplus:**

Obsolete, repair cost exceed value

Department: Streets**Supervisor:** Jacob Blankenship**Date:** 15-Feb-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY**Authorized By****Date****Notes:** Purchase Date: 12/05/2012; Purchase Cost: \$7,384.00; Purchase Order 130113**Recommendation:** Sell at auction with a reserve set to \$500.**Approved Disposal Method:**

774





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 31HP Kawasaki Side Discharge Mower

Tag # 2016000177 **Serial #** SN-K0800120

Manufacturer Kawasaki **Model #** SCZ61RD-31RX

Vehicle # 778

Reason for Request to Surplus: Not being used as it is a side discharge mower

Department: Facilities

Supervisor: Steven Juengst

Date: 15-Feb-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 07/13/2016; Purchase Cost: \$9,479.21; 1,188.5 Hours

Recommendation: Sell at auction with a reserve set to \$2,000.00

Approved Disposal Method: _____

Attachment: Exhibit B - Surplus Request Photos (2024-R-11 : Surplus Request of City Equipment)

778



Attachment: Exhibit B - Surplus Request Photos (2024-R-11 : Surplus Request of City Equipment)



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

4.3

**City Commission
Resolution**

MEETING DATE: February 27, 2024
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Statewide Mutual Aid Agreement 2023 from the State of Florida Division of Emergency Management.
NUMBER: 2024-R-12
APPLICANT:
PLANNER:

DISCUSSION:

This agreement has been signed by the Volusia County municipalities in the past. However, this is a new version of the State of Florida Division of Emergency Management - Statewide Mutual Aid Agreement 2023.

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division. This agreement provides the structure for the County and the City of Holly Hill and the other municipalities to give and receive resources during times of emergency or disaster. The attached Resolution adopts the Statewide Mutual Aid Agreement.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Adopt the Statewide Mutual Aid Agreement 2023 as submitted by staff.

COMMISSION GOAL:

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

MOTION:

AUTHORIZING THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPT THE RESOLUTION FOR THE STATEWIDE MUTUAL AID AGREEMENT 2023 WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

ATTACHMENTS:

- State of Florida Division of Emergency Management - Fire Department - Statewide Mutual Aid Agreement - 2023 (PDF)

Resolution No. 2024-12**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT 2023 FROM THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT.****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT 2023 FROM THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT.**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

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

SECTION 1. That in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement, which is attached hereto and incorporated by reference.

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 27th day of FEBRUARY, 2024.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



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

**City Commission
Agenda Item**

4.4

MEETING DATE: February 27, 2024
FROM: Jeff Miller
SUBJECT: TraCs Memorandum of Understanding (MOU) - Panama City PD
and HHPD Traffic and Criminal Software
NUMBER: (ID # 4411)
APPLICANT:
PLANNER:

DISCUSSION:

The Panama City Police Department (PCPD) has partnered with the Florida State University (FSU) to provide an interface to the Traffic and Criminal Software (TraCs). This data-base is a Criminal Justice Information System (CJIS) that allows the exchange of Driver's License information between different states. The utilization of this system will allow our officers in the field to access driver's license information on individuals from other states when they conduct traffic stops and other investigations. This tool could prove to be very useful when trying to verify a driver's identity and or ownership of a particular vehicle.

This agreement will terminate (5) five years from date of commencement. This agreement may also be terminated with a (30)-day written notice or immediately, if either party violated this agreement.

FISCAL ANALYSIS:

There is no cost associated with the Memorandum of Understanding with the Panama City Police Department for the usage of the Traffic and Criminal Software (TraCs).

STAFF RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Understanding with the Panama City Police Department for the usage of the Traffic and Criminal Software (TraCs) and allow the Chief of Police to sign the MOU.

COMMISSION GOAL:

Goal #4:

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

proven innovations.

MOTION:

MOTION TO APPROVE THE HOLLY HILL POLICE DEPARTMENT’S ENTRY INTO A MEMORANDUM OF UNDERSTANDING WITH THE PANAMA CITY POLICE DEPARTMENT FOR THE USAGE OF THE TRAFFIC AND CRIMINAL SOFTWARE (TRACS) AND ALLOW THE CHIEF OF POLICE TO SIGN THE MOU.

- Please_DocuSign_TraCS_MOU_-_PCPD_-_Holly_Hil (3) (PDF)

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, on _____ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the Holly Hill Police Department, hereafter referred to as Contract Agency (CA), which both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

WHEREAS, unescorted physical or logical access is defined in Appendix A of the CSP under the definition for Access to Criminal Justice Information.

NOW THEREFORE, the parties agree as follows,

1. FSU will provide PCPD with a current and complete list of all personnel who require unescorted physical or logical access to CJI in TraCS.
2. PCPD will maintain a MOU with the Florida Highway Patrol stating FHP is the lead criminal justice agency for DSM, where the TraCS server physically resides.
3. Per the MOU with FHP, FHP will ensure that all DSM personnel meet CJIS requirements for personnel screening and will notify PCPD of any personnel change.

4. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.
5. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or logical access to CJI in TraCS prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.
6. PCPD will maintain a current and complete list of all personnel who have been authorized to unescorted physical or logical access to CJI in TraCS. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.
7. PCPD shall provide to the CA the list of all personnel who are authorized unescorted physical or logical access to CJI inside TraCS.
8. PCPD shall defer to the FDLE CSO regarding any issues with respect to unescorted physical or logical access to CJI and/or CJI systems eligibility as required by the CSP and UA.
9. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.
10. PCPD will notify the CA in the event that an individual, whether seeking or already authorized unescorted physical or logical access to CJI in TraCS, is denied such access by the FDLE CSO.
11. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized unescorted physical or logical access to CJI in TraCS.
12. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.
13. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.
14. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at DSM Technology Consultants, LLC (DSM) data centers located in Winter Haven, FL. for the purpose of gaining access to information Systems for law enforcement purposes.
15. The CA agrees to abide by all applicable logical, state, and federal laws, rules, and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.

16. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.
17. The CA agrees that it shall make use of the TraCS access in compliance with the CSP.
18. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.
19. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting criminal justice applications and networks access to agency owned devices and forbidding access and use of criminal justice applications and networks access on personally owned or public devices.
20. The CA grants DSM permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.
21. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at DSM.
22. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in TraCS on behalf of the CA solely for the purposes of training or troubleshooting.
23. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 22 by the CA to the CA.
24. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.
25. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling non-governmental, third-party requests for records on behalf of the CA. PCPD and the TraCS agree to forward all records requests received for records created and/or owned as described in section 22 by the CA to the CA.
26. PCPD agrees that the current FCIC Agency Coordinator (FAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.
27. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
28. PCPD will forward a copy of this Agreement of the FDLE CSO.

29. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.
30. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this MOU.
31. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.
32. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

[SIGNATURES ON THE FOLLOWING PAGE]

Attachment: Please_DocuSign_TraCS_MOU_-_PCPD_-_Holly_Hill_(3) (4411 : TraCS MOU)

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Mark Smith # 604

Chief of Police

Printed Name / ID #

Title

Holly Hill Police Department

Agency Name (CA)

Authorized Signatory (CA)

Jeffrey Miller

#

Printed Name / ID #

Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

Certificate Of Completion

Envelope Id: 2D4E46F2EB3D480DB06D8EAC8806390A

Status: Sent

Subject: Please DocuSign: TraCS MOU - PCPD - Holly Hill PD

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Amy Pontillo

AutoNav: Enabled

A1400 University Center

Enveloped Stamping: Enabled

Tallahassee, FL 32306-2370

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

alc06d@fsu.edu

IP Address: 108.92.159.6

Record Tracking

Status: Original

Holder: Amy Pontillo

Location: DocuSign

2/7/2024 5:44:28 PM

alc06d@fsu.edu

Signer Events**Signature****Timestamp**

Jeffrey Miller

Sent: 2/7/2024 5:45:29 PM

jmiller@hollyhillfl.org

Viewed: 2/8/2024 8:43:21 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mark Smith

msmith@pcgov.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Amy Pontillo

alc06d@fsu.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Seth Bartee

sab03c@fsu.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Attachment: Please DocuSign_TraCS_MOU_-_PCPD_-_Holly_Hill_(3) (4411 : TraCS MOU)

Carbon Copy Events	Status	Timestamp
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Deanna Walker
dwalker@panamacitypolice.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kaitlin Mercer
kmercer@panamacitypolice.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/7/2024 5:45:29 PM
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Payment Events	Status	Timestamps
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Attachment: Please_DocuSign_TraCS_MOU_-_PCPD_-_Holly_Hil (3) (4411 : TraCs MOU)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

5.1

City Commission
Agenda Item

MEETING DATE: February 27, 2024
FROM: Brian Walker
SUBJECT: 450 Ridgewood Avenue - Bike Week Permit Request
NUMBER: (ID # 4429)
APPLICANT: Chilten Properties, LLC
PLANNER: Brian Walker

DISCUSSION:

An application has been submitted to host a Bike Week event from March 1st through the 10th. The application proposes that the event take place on property at 450 Ridgewood Avenue (location of RideNow Powersports), as well as, the vacant lot across the street from that location. The vacant lot is addressed as 331 Ridgewood Avenue and is owned by Kora Daytona Fund One LLC, who has given permission for the applicant to use their property.

The applicant, Chilten Properties, LLC, proposes to place a 100 X 40-foot tent on the vacant property which will cover their product (motorcycles, ATV, etc.) while available for sale. There will also be a boat platform for boats, 3 exhibitor tents (1) 20X30 and (2) 20X60s, and event parking.

With regard to events on vacant property, the Land Development Regulations state the following: Section 58-212(b)6 - Special Events are not permitted on vacant property without the approval of the City Commission. The full Special events section of the code is below.

Sec. 58-212. Special events.

- (a) *Intent and application.* This section is intended to provide regulations relating to temporary special events not covered by section 114-901 and section 114-902 by the addition of a new section 114-903 which includes, but is not limited to, business events such as grand openings, customer appreciation events, special sales with planned outdoor activities; and other events such as circuses, fairs, carnivals, festivals, exhibitions, and musical events.
- (b) *Permit required.* Any special event shall be required to obtain a special event permit. A special event shall be subject to the following:
 - (1) The owner, or a legal representative authorized through an affidavit, of the property owner where the event will be held must make application to the city manager, or his/her designee, and shall be responsible for compliance with the terms and conditions as set forth in the special event permit. Additionally, the owner(s) of any property on which a special event occurs shall be responsible and liable for violations occurring on any such property because of such special event.

- (2) Special event permits shall not exceed a maximum duration of ten consecutive days unless waived or modified by the city commission. No lot or parcel shall serve as a location of a special event, or any part of a special event, including parking, for more than 20 days per calendar year. The 20-day limitation applies to all special events.
- (3) All local business taxes, including, but not limited to, the licensing of all vendors, concessions, business, itinerant merchants, and contractors shall be paid prior to issuance of the permit.
- (4) All applicable building permits, which may include, but are not limited to, tents, signs, electric, or water, shall be obtained prior to the issuance of the special event permit. All permitted structures shall be removed within 24 hours after completion of the special event.
- (5) Special events held on nonresidential property shall not result in more than a 20 percent reduction of the parking spaces required for the existing business(es) during normal hours of operation. The city manager, or his/her designee, may allow the use of joint, off-site, or other approved parking agreement(s) to mitigate this requirement.
- (6) Special events are not permitted on vacant property without the approval of the city commission.
- (7) The applicant shall be responsible for the maintenance of the grounds and shall be responsible for properly disposing of trash, garbage, litter, and any other debris on the property and surrounding area as a result of the special event.
- (8) The applicant shall provide sanitary facilities that are available, free of charge, to the patrons.
- (9) The applicant shall provide the following:
 - a. *Public law enforcement and private security services.* the police chief's office shall determine the requirements and have final approval as to whether these services are adequate. However, any special event serving alcohol shall provide security at the expense of the applicant.
 - b. *Fire protection services.* The fire chief shall determine fire protection services.
 - c. *Medical coverage.* The fire chief shall determine if an event will require medical coverage in the form of onsite paramedic or EMT personal.
 - d. *Public works department services.* The public works director shall determine if the services are required and establish the appropriate fees.
 - e. *Traffic control measures.* The police chief or designee shall have the full authority to require barricades, close any public street or roadway and/or detour of all traffic flow on any public street or roadway in relation to the management of the special event. The police chief or designee may determine whether to require implementation of additional traffic control measures for pedestrian and traffic access safety.
 - f. *Health, safety, and welfare measures.* The city manager, or designee, shall have authority to impose additional conditions for public health, safety, and welfare.

The applicant is present to request such permission.

FISCAL ANALYSIS:

The city will received the application fee of \$250.00

STAFF RECOMMENDATION:

The staff does not have a recommendation on this request because the code requires the Commission to provide approval. The decision to approve or deny is based on the discussion of the City Commission.

COMMISSION GOAL:

N/A

MOTION:

As stated by the members of the City Commission.

- Bike Week Event Application (PDF)

RECEIVED

FEB 01 2024

FINANCE DEPT.



COMMUNITY DEVELOPMENT DEPARTMENT
1065 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117-2807
(386) 248-9442 EMAIL: PERMITDESK@HOLLYHILLFL.ORG

BIKE WEEK / BIKETOBERFEST EVENT APPLICATION

APPLICANT MUST SUBMIT A DETAILED DIAGRAM OF THE EVENT - SHOWING LOCATION OF
PARKING, VENDORS, TENTS, ETC.

Property Owner's Name: Challen Properties LLC Phone #: 609-530-4600

Applicant's Name: Melissa Warren Phone #: 480-755-5398

If you are not the property owner, you will need authorization from the owner to hold an event on the property.

Location Of Event: 450 Ridgewood Ave, Myrtle Beach, FL 32117 empty lot across street

Event: ☒ Bike Week ☐ Biktoberfest

Exact Dates Of Activities: From: 3-1-24 To: 3-10-24

Nature Of Request: Tents outside 2/18 thru 3/13

open @ 9am. -

3 Tents
located North
Side of
Property

(1) 20x30 tent

(2) 20x60 tent

1 Tent
(1) approx. 40x100
located across
the street

NOTE: Bike Washes are NOT permitted on Ridgewood Avenue or LPGA Blvd.

NOTICE

If approved there is a **\$200.00 permit fee: NO EXCEPTIONS**. An additional tent inspection fee will also be charged if applicable. Violations of any conditions imposed in Section 114.902 of the City of Holly Hill Land Development Regulations will result in automatic revocations. The City reserves the right to revoke special events creating potentially dangerous or hazardous conditions as determined by the City Manager, Police Department, Code Enforcement Department, or Fire Inspector. Allowable hours of operation are 9:00 am until 11:00 pm. I HAVE READ AND UNDERSTAND THE PROCEEDING NOTICE.

If you are not the owner, submit authorization from the owner:

Melissa Warren
Owner or Applicant Signature

DATE: 1-20-24

City Approval

DATE: _____

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)

SPEV-2024-000512



RNMC DAYTONA, LLC

BEABEACH

2/2/2024

To whom this may concern,

We, RideNow Powersports Daytona Beach, are renting the 331 Ridgewood Ave Holly Hill, FL 32117 lot from Kora Daytona Fund One, LLC c/o Kalpak Shah.

The agreed dates are as follows - Monday, February 19th, 2024 through Monday, March 18th, 2024 for the total amount of \$2,500.00. RideNow Powersports hereby indemnifies Kora Daytona Fund One, LLC and its Manager and Members from any claims related to the use of property during the rental period

RideNow Powersports

Mike Lefiles, GM

Land Owner

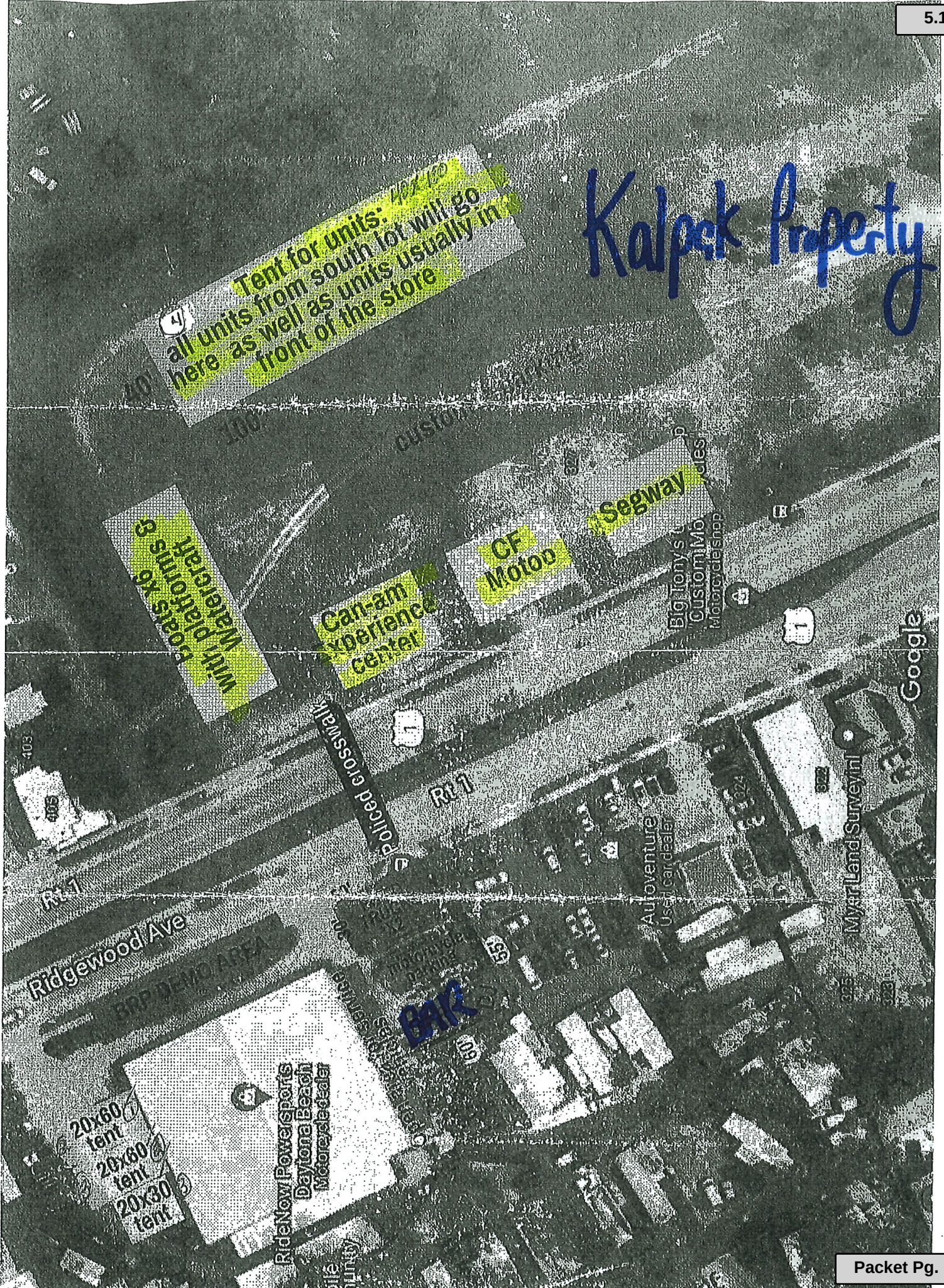
Kora Daytona Fund One, LLC

Managing Member

450 Ridgewood Ave, Daytona Beach, FL 32117 Phone: 386-238-0888 Fax: 386-253-6796

www.ridenowdaytonabeach.com

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



INPLAST CORP.

CERTIFICATE OF FLAME RETARDANT

BUYER
ECONOMY TENT INTERNATIONAL
2995 N.W. 75TH STREET MIAMI.
FL 33147, USA

CERTIFICATE NO. : 07-0720-001

ISSUE DATE : JULY 20th, 2007

We hereby certify the below products meet NFPA 701 & California Fire Marshal for the fire retardant.

1. ITEM CODE : I-TENT TARP . 18oz WEIGHT. 62" width

2. DETAILED SPECIFICATION

PVC LAMINATED FABRIC
1100 Dtex (9X9/sq.inch)
WIDTH : 62"
WEIGHT : 18 OZ
F/R. U/V. ANTI-MILDEW TREATED
COLOR : WHITE OPAQUE

3. TEST

1) FLAME RETARDANT TEST. NFPA 701
RESULT - PASS

2) FLAME RETARDANT TEST. CALIFORNIA FIRE I
RESULT - PASS

SIZE : 20 x 30 Frame

10' WIDE FRAME AND POLE TENTS

12' " " " " "

15' " " " " "

20' " " " " "

30' " " " " "

40' " " " " "

60' WIDE POLE TENTS

80' WIDE POLE TENTS

AUTHORIZED

INPLAST CORPORATION

Jeong Ho Kim

JEONG HO KIM
PRESIDENT

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)

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F/R. U/V. ANTI-MILDEW TREATED
COLOR : WHITE OPAQUE

3. TEST

1) FLAME RETARDANT TEST. NFPA 701
RESULT - PASS

2) FLAME RETARDANT TEST. CALIFORNIA FIRE I
RESULT - PASS

SIZE : 40 x 100 Frame

10' WIDE FRAME AND POLE TENTS

12' " " " " "

15' " " " " "

20' " " " " "

30' " " " " "

40' " " " " "

60' WIDE POLE TENTS

80' WIDE POLE TENTS

ATHORIZED I

INPLAST CORPORATION
Jeong Ho Kim
JEONG HO KIM
PRESIDENT

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)

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COLOR : WHITE OPAQUE

3. TEST

1) FLAME RETARDANT TEST. NFPA 701
RESULT - PASS

2) FLAME RETARDANT TEST. CALIFORNIA FIRE I
RESULT - PASS

SIZE : 20 x 60 Frame

10' WIDE FRAME AND POLE TENTS

12' " " " " "

15' " " " " "

20' " " " " "

30' " " " " "

40' " " " " "

60' WIDE POLE TENTS

80' WIDE POLE TENTS

ATHORIZED I

INPLAST CORPORATION

Jeong Ho Kim
JEONG HO KIM
PRESIDENT

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



CERTIFICATE OF GARAGE INSURANCE

 DATE (MM/DD/YYYY)
01/31/2024

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

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

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191 EMAIL ADDRESS: businessproducts_direct@sentry.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentry Select Insurance Company</td> <td>21180</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Select Insurance Company	21180	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentry Select Insurance Company	21180														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED RNMC Daytona LLC DBA RideNow Powersports Daytona Beach 450 Ridgewood Ave Daytona Beach, FL 32117-4422															

COVERAGES **PROD / CUSTOMER ID:** **CERTIFICATE #:** 3788168 **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GARAGE LIABILITY ☐ ANY AUTO ☐ HIRED AUTOS ONLY ☐ OWNED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS ☐ Scheduled Autos						AUTO ONLY (Ea accident) \$ OTHER THAN AUTO ONLY EA ACCIDENT \$ AGGREGATE \$
	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS						☐ COMP / OTC LOC \$ ☐ SPECIFIED PERILS LOC \$ ☐ COLLISION LOC \$ LOC \$
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$ _____ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under REMARKS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	POLLUTION LIABILITY ☒ CLAIMS-MADE ☐ OCCUR		N / A	A0181589007	08/31/2023	08/31/2024	AGGREGATE LIMIT \$ 1,000,000 POLLUTION INCIDENT LIMIT \$ 1,000,000 CLEANUP COSTS-COVERED LOCATION LIMIT \$ 100,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

 City of Holly Hill Florida
 1065 Ridgewood Ave
 HOLLY HILL, FL 32117-2807

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 30 (2016/03)

Page 1 of 2

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 A0181589
 Sentry Select Insurance Company

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01/31/2024

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Packet Pg. 127

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



AGENCY CUSTOMER ID: XXXXXX1329

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Bruce Johansen		NAMED INSURED RNMC Daytona LLC DBA RideNow Powersports Daytona Beach
POLICY NUMBER		
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 08/31/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



AGENCY CUSTOMER ID: XXXXXX1329

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 4 of 4

AGENCY Bruce Johansen		NAMED INSURED RNMC Daytona LLC DBA RideNow Powersports Daytona Beach
POLICY NUMBER A0181589001		
CARRIER Sentry Select Insurance Company	NAIC CODE	
EFFECTIVE DATE: 08/31/2023		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance

Daytona Bike Week dates 3/1/24 through 3/10/24.

Errors and Omissions Liability Coverage:

Policy Number: A0181589004 Effective date: 08/31/2023 Expiration Date: 08/31/2024
 Per Occurrence Limit: \$250,000 General Aggregate Limit: \$500,000
 Truth-In-Lending and Truth-In-Leasing
 Odometer Hour Meter and Prior Damage Disclosure Errors and Omissions
 Dealership Insurance Agents' Errors and Omissions
 Title Errors and Omissions

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



CERTIFICATE OF GARAGE INSURANCE

 DATE (MM/DD/YYYY)
01/31/2024

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PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481		CONTACT NAME: Sentry Customer Service PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191 EMAIL ADDRESS: businessproducts_direct@sentry.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentry Select Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	PROD / CUSTOMER ID:	CERTIFICATE #: 3788166	REVISION #:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GARAGE LIABILITY		☐	HIRED AUTOS ONLY NON-OWNED AUTOS USED IN GARAGE BUSINESS			A0181589001	08/31/2023	08/31/2024	AUTO ONLY (Ea accident)		\$ 500,000						
	☒	ANY AUTO	☐							OTHER THAN AUTO ONLY	EA ACCIDENT	\$ 500,000						
	☐	OWNED AUTOS ONLY	☐								AGGREGATE	\$ 2,500,000						
	☒	Scheduled Autos																
A	GARAGE KEEPERS LIABILITY						A0181589001	08/31/2023	08/31/2024	☒	COMP / OTC SPECIFIED PERILS	LOC 2	\$ 640,000					
	☐	LEGAL LIABILITY DIRECT BASIS										\$						
	☐	PRIMARY	☐	EXCESS						☒	COLLISION	LOC 2	\$ 640,000					
	☐											LOC	\$					
	COMMERCIAL GENERAL LIABILITY						A0181589001	08/31/2023	08/31/2024	EACH OCCURRENCE		\$ 500,000						
	☐	☐	CLAIMS-MADE	☒						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 500,000					
	☐									MED EXP (Any one person)		\$ 5,000						
	☐									PERSONAL & ADV INJURY		\$ 500,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$ 2,500,000						
	☐	POLICY	☐	PRO-JECT						☐	LOC	PRODUCTS - COMP/OP AGG		\$ 2,500,000				
	☐	OTHER										\$						
	A	☒	UMBRELLA LIAB	☒						OCCUR			A0181589008	08/31/2023	08/31/2024	EACH OCCURRENCE		\$ 25,000,000
		☒	EXCESS LIAB	☐						CLAIMS-MADE						AGGREGATE		\$ 75,000,000
			DED							RETENTION \$						PRODUCTS - COMP/OP AGG		\$ 75,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under REMARKS below				N / A					☐	PER STATUTE	☐	OTH-ER					
	E.L. EACH ACCIDENT		\$															
	E.L. DISEASE - EA EMPLOYEE		\$															
	E.L. DISEASE - POLICY LIMIT		\$															
A	ERRORS & OMISSIONS						A0181589004	08/31/2023	08/31/2024	Employee Benefits Errors & Omissions	Occurrence Limit Annual Aggregate Limit Deductible	\$ 500,000 \$ 1,000,000 \$ 1,000						
	All Other Errors & Omissions	Occurrence Limit Annual Aggregate Limit Deductible	\$ 250,000 \$ 500,000 \$ 2,500															

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

 City of Holly Hill Florida
 1065 Ridgewood Ave
 HOLLY HILL, FL 32117-2807

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 30 (2016/03)

Page 1 of 4

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 A0181589
 Sentry Select Insurance Company

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01/31/2024

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Packet Pg. 130

Attachment: Bike Week Event Application (4429 : 450 Ridgewood Avenue - Bike Week Permit Request)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

6.1

MEETING DATE: February 27, 2024
FROM: Brian Walker
SUBJECT: **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.**
NUMBER: 2024-O-3068
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

MALKIT SALH BPUD DEVELOPMENT AGREEMENT MAJOR AMENDMENT AND REZONE - Consider a major amendment and rezone to The Malkit Salh BPUD Development Agreement located on approximately .8 acres, on the west side of Nova Road S on the corner of S. Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

BACKGROUND:

On March 11, 2003, the City Commission adopted Ordinance 2653, which approved a rezone from B-5 Heavy Commercial (Volusia County) to Business Planned Unit Development (BPUD) Holly Hill for the property on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue. The property contains two structures and was approved for automotive sales, services and repairs and for use as a single-family dwelling.

On January 27, 2004 the City Commission approved a major amendment to the BPUD to allow the uses stated in the B-5 zoning district. This added the uses described in **Exhibit A**.

Over the last 19 years, there have been changes along Nova Road S, and the applicant's property is now surrounded by properties that are zoned CC-1 that permit a greater variety of uses. In response to changing times, the applicant would like to added additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose is this major amendment request.

The applicant is requesting to amend the approved BPUD as follows:

1. The use of a single-family home has been removed. Shed sales and display along with all uses within the B-6 zoning district have been added as permitted uses. **(Exhibit B)** Specific criteria have been added as a requirement for any proposed shed use. See letter D of the proposed amendment.

2. Development standards have been updated. An example is that setbacks and minimum building separations have been reduced and are now consistent with those of the surrounding CC-1 zoned properties. See letter E in the proposed amendment.

Consistency with the Land Development Code

The proposed PD zoning designation and requested major amendment have been evaluated for compatibility with the Land Development Regulations of Holly Hill. Staff finds the requested PD Major Amendment to be consistent with the City's Land Development Regulations, and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend to the City Commission to adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development, a Major Amendment adding uses and modifying specific development standards, and the associated Development Agreement for approximately .8 acres, on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

ATTACHMENTS:

- Aerials (PDF)
- Current Development Agreement (PDF)
- EXHIBIT A (PDF)
- EXHIBIT B (PDF)
- Proposed Second Major Amendment (PDF)
- Zoning and Location Map (PDF)
- Application (PDF)
- Location Envelope (PDF)

HISTORY:

01/09/24

City Commission

CONTINUED TO A DATE CERTAIN

Mr. Walker stated back on March 11, 2003, the City Commission adopted Ordinance 2653, which approved a rezone from B-5 Heavy Commercial (Volusia County) to Business Planned

Unit Development (BPUD) Holly Hill for the property on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue. The property contains two structures and was approved for automotive sales, services and repairs and for use as a single-family dwelling. On January 27, 2004 the City Commission approved a major amendment to the BPUD to allow the uses stated in the B-5 zoning district. This added the uses described in Exhibit A. Over the last 19 years, there have been changes along Nova Road S, and the applicant's property is now surrounded by properties that are zoned CC-1 that permit a greater variety of uses. In response to changing times, the applicant would like to add additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose of this major amendment request. Mr. Walker stated, now over the past 19 years there have been changes along Nova Road South the applicant's property now is surrounded by properties that are Zone CC1 and the CC1 zoning District allows greater uses and has more flexibility than the property that is kind of in the center of those uses. In response to those changes, the applicant has requested to add additional uses to their BPUD and to make adjustments to the development requirements. When I say make adjustments to the development requirements I mean things such as the setback and the minimum building separation and that's because those development standards for CC1 are more relaxed than what they are for this specific property, so this would kind of bring them into conformity with what's around them. The applicant is requesting to amend the BPUD as follows:

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

Based on that staff would request that the City Commission recommend that the City Commission approve or adopt the Ordinance enacting a rezone from business plan unit development to business plan unit development a major amendment adding uses and modifying specific development standards and the associated development agreement for approximately .8 acres west side of Nova Road South on the corner South Nova Road and Alabama Avenue more specifically known as 1190 and 1184 South Nova Road.

Commissioner Currie stated Mr. Walker, is this the property that has existing sheds on it now?

Mr. Walker stated, yes.

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

Mr. Walker stated that's exactly right.

Commissioner Currie stated, thank you.

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

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

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

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

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

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

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

Mr. Walker stated they are currently under Code Enforcement.

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

Mr. Walker stated it's for the sheds.

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

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

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

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

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

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

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

Attorney Simpson stated if you technically look at, you know this is a quasa-judicial hearing, so what you're looking for is substantial componential...does their request comply with our Comprehensive Plan? Their violation of our Codes, technically, is not one of those review criteria, which you look at, in terms of the Comprehensive Plan says, are they or are they not compliance, that's not technically listed but he completely understands the concern. So, there's a couple things he thinks the City Commission could do. One, is you could continue the item; say that you don't want to entertain this until they're in full compliance. Two, you could pass it on first reading and say, do not bring it back for second reading until they're in full compliance. The third option, you could go out and say, you know we're going to deny this because you're violating our codes. And whether or not they would look to challenge that is not competent as substantial evidence to support the violation but that's really the only grounds that would, that he's heard, that would be the basis for saying no and he thinks, what if, if we would to deny, they can't make a request for a year, right?

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

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

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

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

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

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

Commissioner Danio asked in compliance with what?

Attorney Simpson stated the sheds would have to be removed.

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

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

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

Mr. Walker stated, no.

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

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

Commissioner Johnson stated it probably would affect him more than anyone else because he's probably the closest neighbor but he can understand they shouldn't be allowed to violate the Codes, which he learned, kind of the hard way, because of the tenants he had, but to have new sheds there, when north of them is a new unused tire place just in this south of the tire place

between them and is a trailer sales place, which is similar to the sheds. They have new sheds there that are really not an eye sore and it looks good, there's no problem. They had the slate or tile or whatever it is, he sees them using a forklift to move them around and then south of that they have a Kennedy's Car Sales lot. So, really there's no problem with the sheds. He would think it would be a hardship to take make a business move the sheds out then give up them permission to bring the sheds back, he can understand that but to violate the Code is wrong, not to do it the way that it should be done. He's the type that believes you should cut the business some slack and let them survive. He sees it every day and he doesn't really see where there's a problem with it to tell them the truth.

Mayor Via opened public participation. No one spoke.

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

Commissioner Penny stated he agrees with what has been said that he wished the tenants would have followed the rules but as a business owner, maybe the tenant didn't know the rules and maybe the landlord knew the rules. He would feel more comfortable moving forward with this since it's a PUD, let's see the site plan, let's see how many sheds are going to be on this place specifically, let's not approve this and let staff approve the site plan and let...the property is in non-compliance right now, it's in the Code Enforcement process. If we don't make any change, if we do nothing tonight and we continue this to further meeting, so you get more details about the number of sheds and the placement of sheds, not the exact sheds because they're going to move. Maybe there's a 12, you can have up to a 12x 15 here, and you can have up to a 20 x 20 here, or you're going to have no more than eight sheds on any particular time. He would feel more comfortable approving something like that sometime in the future but in the meantime, he gets the feeling that the Commission wants maybe a pound of flesh. The pound of flesh is in the process. They are in Code Enforcement process now. If we take no action, they're still in non-conforming tomorrow. They'll end up in Special Master and it's probably going to take two

months for us to get this situation resolved. His concern is, as a business owner, to bear the cost to get those sheds there and then to move those sheds, store them and pay some place to store them and not be able to sell them for 90-days, could make that business go bankrupt. If we're looking for the pound of flesh, let the Code Enforcement process take its process, let them go to Special Master, they won't be in compliance, the Special Master can fine them \$100 a day, that's our pound or ounce of flesh or whatever it might be, and let us get more detailed information on this PUD so that we're all more comfortable with it. He doesn't know if that's possible, if it's legal but those are his thoughts.

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

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

Commissioner Currie stated, right.

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

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

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

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

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

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

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

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

Mayor Via stated and let him share with the Commission before he opens the floor for a motion, that when this sprung up, I too, Commissioner Johnson, live right next to it, I actually take Alabama all the time to turn right onto Nova and several months ago it just sprung up and they're very close, if you guys have driven by it, they're very close to the road, very obstructive viewing and so he called the City Manager and he said what are you talking about there's no sheds there; he had no clue about it whatsoever. After discussing with it him again yesterday and today he stated that once they did speak about it, it was his impression was more like Home Depot or those type of places where you have, and I believe you talked about this Mr. Walker in your presentation, is where you have maybe two or three different sizes and then you have a book that says you can get them in this color and with this roof and that. That would be something that he would feel would be a lot better for that property and something he would like to see. Now, he doesn't want to right now set those criteria but what you said, Commissioner Penny, when we make the motion I would like to be able to see the site plan as well so that we can determine how many are going to be on there and where they're going to be so that they're not right on the road.

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

Commissioner Currie asked should we just then continue it?

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

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

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

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

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

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

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

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

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

Commissioner Penny stated, I don't personally.

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

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

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

Commissioner Penny stated not if we change the rules.

Attorney Simpson stated unless you the rules.

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

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

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

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

Mr. Walker asked, retroactively?

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

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

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

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

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

Commissioner Penny stated we always say that the goal of Code Enforcement is compliance, right? And he doesn't think any of us like the number of sheds or the position of the sheds. He first thought was to continue it, let's see if we can fine them. It sounds like we're not going to get a pound of flesh, we're not going to get an ounce of flesh. They're never going to be fined but if our goal is to come into compliance then we should approve this at first reading as Attorney

Simpson has said and have second reading come back with more details because if we kick this down the road for another two weeks or another month, they're going to be out of compliance that much longer. If we if we approve it tonight with direction to staff to come back with we want to see a development agreement showing how many sheds and where they're going to be, then if we approve it at second reading and they don't come into compliance within 10-days, now we can spank them but right now...

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

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

Attorney Simpson stated, right.

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

Commissioner Currie stated, okay.

Mr. Walker stated they got Code Enforcement violations.

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

Commissioner Penny asked if the applicant is here?

Mr. Walker stated no he is not.

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

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

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

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

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

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

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

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

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

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

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

Commissioner Currie stated that's probably important.

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

Commissioner Currie stated she agrees.

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

Commissioner Currie stated yes, it does.

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

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

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

only have four sheds and six books with options, he might go out of business. He wants it to be his proposal, with his blessings that the Commission can then agree or disagree with.

Mayor Via stated he can go for that.

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

Mayor Via stated he stands corrected. Good point.

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

Mayor Via stated, true.

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

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

Commissioner Currie stated, okay.

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

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

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

Mayor Via stated well, the setbacks are pretty small.

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

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

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

Commissioner Currie stated she likes that idea.

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

Attorney Simpson stated, yes.

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

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

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

Mayor Via stated, okay.

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

PASSED, 5-0.

02/13/24

City Commission

APPROVED AT 1ST READING

Next: 02/27/24

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.

Ordinance No. 2024-3068**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)

(Name Printed or Typed)

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

General Aerial



Blow Up Aerial



Attachment: Aerials (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

ORDINANCE NO. 2679

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE WRITTEN DEVELOPMENT AGREEMENT FOR THE MALKIT SALH BUSINESS PLANNED UNIT DEVELOPMENT LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF NOVA ROAD (SR 5A) AND ALABAMA; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

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

WHEREAS, the City Commission did previously adopt Ordinance 2653 which amended the Holly Hill Land Development Regulations by rezoning the property referenced here below from B-5 (Volusia County) to Business Planned Unit Development; and

WHEREAS, Ordinance 2653 included a Written Development Agreement and Preliminary Site Development Plan, collectively referred to as a Master Development Plan, which govern the use and development of the Malkit Salh Business Planned Unit Development; and

WHEREAS, Malkit Salh, the owner of the property comprising the Business Planned Unit Development, has requested that the Written Development Agreement be amended to permit a wider range of uses; and

WHEREAS, the City Commission has determined that the request is consistent with the City's adopted comprehensive plan and will further the purpose and intent of the City's adopted Land Development Regulations.

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

SECTION 1. The Written Development Agreement for the Malkit Salh Business Planned Unit Development, enacted by Ordinance 2653 and governing the use and development of the property described here below, is hereby amended by changing the list of permitted uses as indicated in Exhibit A.

The legal description of the Malkit Salh Business Planned Unit Development is as follows:

That portion of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, according to map in Map Book 1 Page 1, Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of the Highland Park Subdivision, which subdivision is recorded in Map Book 10, Page 64, Public Records of Volusia County, Florida, thence northerly 55 feet along a continuation of Old Kings Road extended to a point, which point is the north side of Alabama Avenue, a 55 foot street, and the Point of Beginning of the property hereby conveyed; thence westerly along the north side of Alabama Avenue, a distance of 193.33 feet to a point; thence northerly on a line parallel to a continuation of Old Kings Road extended, a distance of 220 feet to the point of beginning. Excepting there from that part and portion of the above described real property deeded to the State of Florida for highway purposes.

Less and except the following:

That part of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, as recorded in Map Book 1, Page 1, Public Records of Volusia County, Florida, described as follows:

Commence at the southwest corner of said Lot 21, said corner being in the northerly right-of-way line of Alabama Avenue, run thence north $64^{\circ}13'58''$ east, along said northerly right-of-way line, a distance of 242.96 feet to the point of beginning; thence continue north $64^{\circ}13'58''$ east, and along said northerly right-of-way line a distance of 31.99 feet to an intersection with the westerly right-of-way line, a distance of 32.05 feet; thence south $19^{\circ}11'11''$ west, a distance of 45.29 feet to the Point of Beginning.

(Tax Parcel Number 4242-04-21-0215)

Containing 1.375 acres, more or less.

SECTION 2. This amended Written Development Agreement shall supercede and replace the Written Development Agreement enacted by Ordinance 2653, and shall, in concert with the Preliminary Development Plan previously enacted by Ordinance 2653, comprise the Master Development Plan for the property described above and referred to as the Malkit Salh Business Planned Unit Development.

SECTION 3. The Mayor is hereby authorized to sign the amended Written Development Agreement as evidence of the Commission's approval.

SECTION 4. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 5. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 6. That this Ordinance shall become effective immediately upon its adoption.

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 13th day of January, 2004.

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

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 27th day of January, 2004.

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

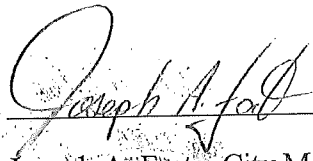
Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Absent
Commissioner Roland Via	Yes

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 27th day of January, 2003, for the purpose of authenticity as is required by law.

City of Holly Hill

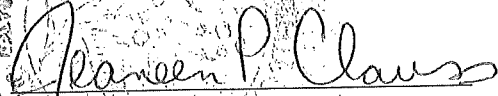


William D. Arthur, Mayor



Joseph A. Forte, City Manager

Attest:



Jeanneen P. Clauss, CMC, City Clerk

EXHIBIT A – Ordinance No. 2679

MALKIT SALH BUSINESS PUD

WRITTEN DEVELOPMENT AGREEMENT (amended)

(attach here)

MALKIT SALH BPUD DEVELOPMENT AGREEMENT

(amended 01-27-04)
[enter date]

BEFORE THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA

IN RE: (Case # z-02-12-03), Application of Malkit Salh

RESOLUTION

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM B-5 (Volusia County) TO MALKIT SALH BPUD – BUSINESS PLANNED UNIT DEVELOPMENT

The application of Malkit Salh, hereinafter, “Applicant”, for rezoning was heard by and before the City Commission of the City of Holly Hill, Florida, on January 14, 2003. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced and evidence received at the Public Hearing on this Application by the Board of Planning and Appeals on December 9, 2002, and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

- A. That the application of Malkit S. Salh was duly and properly filed on November 18, 2002 as required by law.
- B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.
- C. That the Applicant is the owner of a 1.375 acre parcel of land which is situated within the corporate boundary of the City of Holly Hill. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit “A”.
- D. That the Applicant has held a pre-application meeting as required by the Holly Hill Ordinance No. 2573.

- E. That the Applicant has complied with the “due public notice” requirements of the Holly Hill Code of Ordinances.
- F. That the owner of the property, Malkit S. Salh, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

- A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit “A” from B-5 to a(n) BPUD (Business Planned Unit Development).
- B. That the said rezoning to a(n) BPUD is consistent with both the City’s Comprehensive Plan and the purpose and intent of Ordinance 2352, the Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS 14th DAY OF JANUARY, 2003, A.D., AS FOLLOWS:

- A. That the Application of Malkit S. Salh for the rezoning of the subject parcel is hereby granted.
- B. That the zoning classification of the subject parcel described in Exhibit “A” attached hereto is hereby amended from B-5 to BPUD.
- C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said property to Malkit Salh BPUD – Business Planned Unit Development.
- D. That Ordinance 2352, the Land Use and Development Regulations, as amended, is consistent with the provisions of the “Development Agreement” as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance 2352, as amended, and the Development Agreement, the provisions of the Development Agreement shall govern. Ordinance 2352, the Land Use and Development Regulations, as amended, shall govern with respect to any matter not covered by the

Development Agreement. The Holly Hill Development Code Administrator will ensure overall compliance with this Order and Resolution.

- E. Unless otherwise provided for herein, Article III, Supplementary Regulations of Chapter 114, Sub-part B, Holly Hill Code of Ordinances, shall apply to the BPUD in the same manner as the B-5 zoning classification.
- F. Nothing in this Order and Resolution shall abridge the requirements of any Ordinance of the City of Holly Hill other than Ordinance 2352, the Land Use and Development Regulations, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Regulations, Sub-part B, Holly Hill Code of Ordinances, as amended.

DEVELOPMENT AGREEMENT

- A. Development Concept. The property shall be developed as a(n) BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a(n) BPUD and shall regulate the future land use of this parcel.
 - 1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Urban Design Services and dated November 18, 2002 and this Development Agreement. The Preliminary Plan is hereby approved and incorporated into this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill.
 - 2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Development Code Administrator to be minor amendments as set out in s. 5.6.21, G, 4, as amended by Ordinance 2573, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel.
 - 3. Subdivision Approval. (This paragraph applies only to PUDs requiring land subdivision.) After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, an application for subdivision approval shall be submitted for review and approval in

the manner required by s. 3.4.4 of Ordinance 2352, the Land Use and Development Regulations, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by Article III, Ordinance 2352, the Land Use and Development Regulations, as amended.
- B. Unified Ownership. The Applicant and his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order.
- C. Phases of Development. Phase 1 consists of the existing Tire City facility and Phase 2 consists of the Used Car Lot.
- D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed PUD. The location and size of said land use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:
 - Automotive Repair and Services
 - Automobile Sales
 - One Single Family Residence (existing)
 - Any use permitted in the B-5 General Commercial Districts
- E. Development Standards.
 1. Minimum lot area: 43,560 sq. ft.
 2. Minimum lot width: 100 ft.
 3. Minimum yard size:
 - a. Front yard - 30 ft.
 - b. Rear yard - 30 ft.
 - c. Side yard - 20 ft.
 - d. Waterfront yard – n/a
 4. Minimum floor area
 5. Maximum lot coverage - 75 %

6. Maximum building height - 45 ft.
 7. Landscape buffer requirements - minimum of 5 ft. along all property lines
 8. Project perimeter building setback - 30 ft.
 9. Minimum building separation - 30 ft.
 10. Off-street parking requirements – as provided in current Holly Hill Code of Ordinances
 11. Signage requirements – as provided in current Holly Hill Code of Ordinances
 12. Open space and/or common area requirements - n/a
- F. Environmental Considerations. Existing trees on the site shall be preserved where possible.
- G. Sewage Disposal and Potable Water. The project shall be connected to the City of Holly Hill sanitary sewage system and potable water system or to another municipal sanitary sewage system and/or municipal potable water system if connection to the City of Holly Hill system(s) is not reasonably feasible.
- H. Stormwater Management. Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.
- I. Access and Transportation System Improvements. The project shall be in substantial accordance with the following access and transportation system improvements:
1. Access. The site shall have two access points on Nova Road, subject to approval by the Florida Department of Transportation, and one access point on Alabama Avenue, subject to approval by Volusia County.
 2. Transportation System Improvements. No other improvements are proposed along Nova Road since it is currently under construction.
- J. Internal Roadways. n/a
- K. Building or Property Owners Association. The owner shall be responsible for maintenance of all improvements.

With respect to the enforcement of any property owners association charter and by-laws, any other agreements, covenants, easements or restrictions entered into by and between the applicant and the owners or occupiers of property within the PUD, the City will only enforce the provisions of the

Development Agreement and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

- L. Other. All proposed utilities will be installed underground.
- M. Binding Effect of Plans; Recording; and Effective Date. The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with Sub-part B, Land Development Regulations, Holly Hill Code of Ordinances, as amended.

This Order and Resolution and all subsequent orders and resolutions shall be filed with the Clerk of the Circuit Court and recorded within forty-five (45) days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the PUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

- N. Conceptual Approval. The parties hereto acknowledge that reductions in density and/or intensity may occur, and that minor changes to the Preliminary Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and locations and design of stormwater storage, landscape buffers may result. Any such changes to the Preliminary Plan may be approved by the Development Code Administrator if he determines that said changes are consistent with the purpose and intent of the Master Development Plan and do not violate any terms of the Development Agreement and any applicable provision of the Holly Hill Code of Ordinances. The Applicant agrees to revise and record the Revised Preliminary Plan, which reflects any such changes with the Clerk of the Court immediately following approval by the Development Code Administrator. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record assigned to the document, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the Revised Preliminary Plan.

DONE and ORDERED by the City Commission of the City of Holly Hill, Florida, this
27th day of January, 2004.

ATTEST:

Jeaneen P. Clauss
Jeaneen Clauss, City Clerk

HOLLY HILL CITY COMMISSION

Wm. D. Arthur
William Arthur, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of
January, 2004, by Jeaneen Clauss and William Arthur, as City Clerk and Mayor, City
of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Elizabeth M. Cassidy

Commission No.



My Commission Expires: _____

WITNESSES:

Wm. D. Arthur

[Signature]

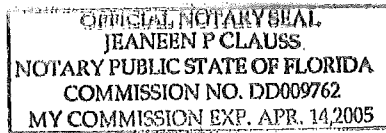
[Signature]

Applicant's Name, Title & Corporation

Applicant's Name, Title & Corporation

Owner of Property (if other than Applicant)

The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Malkit Sahl.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Jeaneen P. Claus

Commission No.: DD009762

My Commission Expires: 4-14-05

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT A

Permitted principal uses and structures in the B-5 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
- (2) Any use permitted in the B-4 highway business district.
- (3) Self-service storage facilities (mini-ware-houses). (Refer to section 114-686.)
- (4) Application of permanent makeup.
- (5) Adult day care centers.

Permitted principal uses and structures in the B-1 district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Hospitals.
- (4) Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- (5) Prescription pharmacies.
- (6) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (7) Rest and convalescence homes.
- (8) Banks and savings and loans.
- (9) Adult day care centers.

Permitted principal uses and structures in the B-4 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
- (2) Administrative offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Houses of worship.
- (8) Application of permanent makeup.
- (9) Adult day care centers.

EXHIBIT B

Permitted principal uses and structures in the **B-6** district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
- (2) Any use permitted in the B-2 planned shopping center district.
- (3) Any use permitted in the B-3 neighborhood commercial district.
- (4) Any use permitted in the B-4 highway business district.
- (5) Any use permitted in the B-5 general commercial district.

Permitted principal uses and structures in the **B-1** district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Hospitals.
- (4) Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- (5) Prescription pharmacies.
- (6) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (7) Rest and convalescence homes.
- (8) Banks and savings and loans.
- (9) Adult day care centers.

Permitted principal uses and structures in the **B-2** district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Medical and dental clinics.
- (7) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (8) Adult day care centers.

Permitted principal uses and structures in the **B-3** district are as follows:

- (1) Self-service laundromats.
- (2) Convenience grocery stores.
- (3) Beauty salons.
- (4) Barbershops.
- (5) Newsstands.
- (6) Adult day care centers.
- (7) Bed and breakfast accommodations.
- (8) Catering services.
- (9) Coffee shops (See Note 1, below).

(10) Convenience and specialty foods (including the sale of sundry goods incidental to the sale of food).

(11) Post offices (limited services only).

(12) Professional offices (See Note 1, below).

(13) Restaurants (not including drive-through take-out service) (See Note 1, below).

(14) Low-intensity, neighborhood-compatible specialty retail sales and services establishments which are deemed by the city commission to be similar in character to another expressly permitted principal use and clearly within the legislative intent of the B-3 neighborhood commercial classification. Any interested person, specifically including the administration of the city, may request the city commission to interpret whether a specific use.

(15) Accessory residential use of no greater than one dwelling unit per commercial business.

Note 1: These uses are permitted uses only when the property has access and is directly adjacent to an arterial or collector roadway as identified in the adopted comprehensive plan. Otherwise the uses may be approved by special exception only.

Permitted principal uses and structures in the **B-4** district are as follows:

(1) Any use permitted in the B-1 professional office/hospital-medical district.

(2) Administrative offices.

(3) Retail sales and services.

(4) Personal services.

(5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(7) Houses of worship.

(8) Application of permanent makeup.

(9) Adult day care centers.

Permitted principal uses and structures in the **B-5** district are as follows:

(1) Any use permitted in the B-1 professional office/hospital-medical district.

(2) Any use permitted in the B-4 highway business district.

(3) Self-service storage facilities (mini-ware-houses). (Refer to section 114-686.)

(4) Application of permanent makeup. (5) Adult day care centers.

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,
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)

 (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

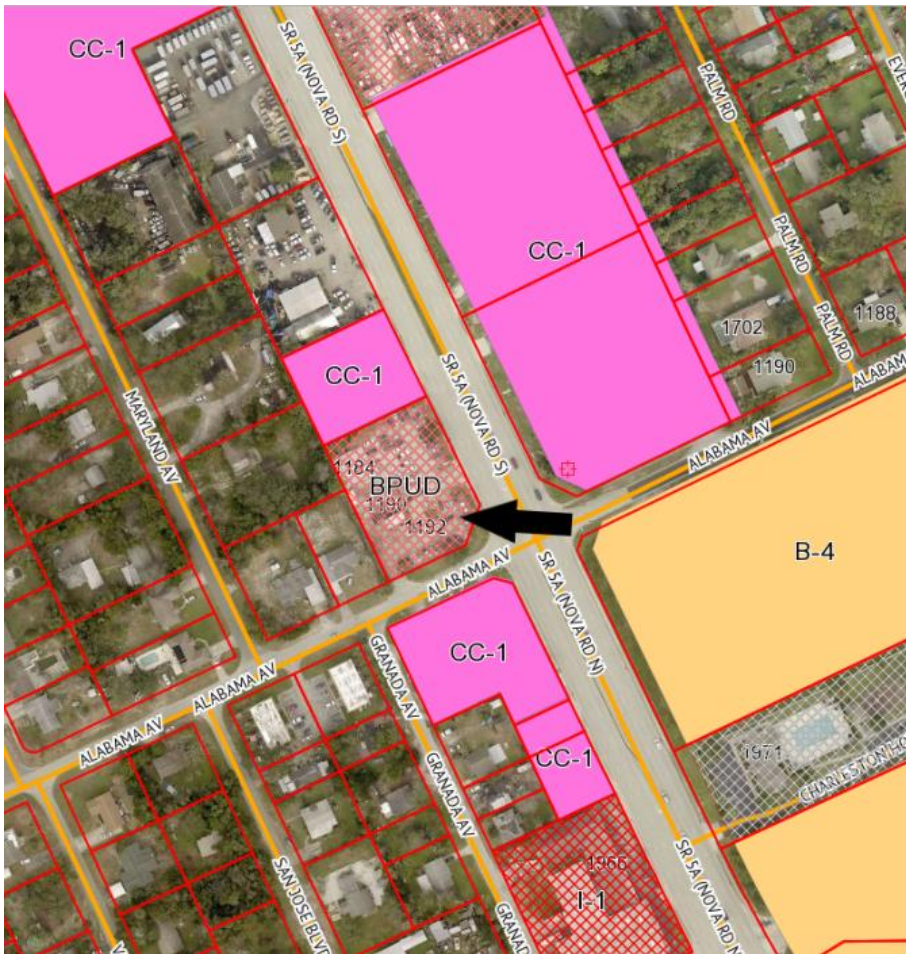
 Notary Signature

 Printed Name

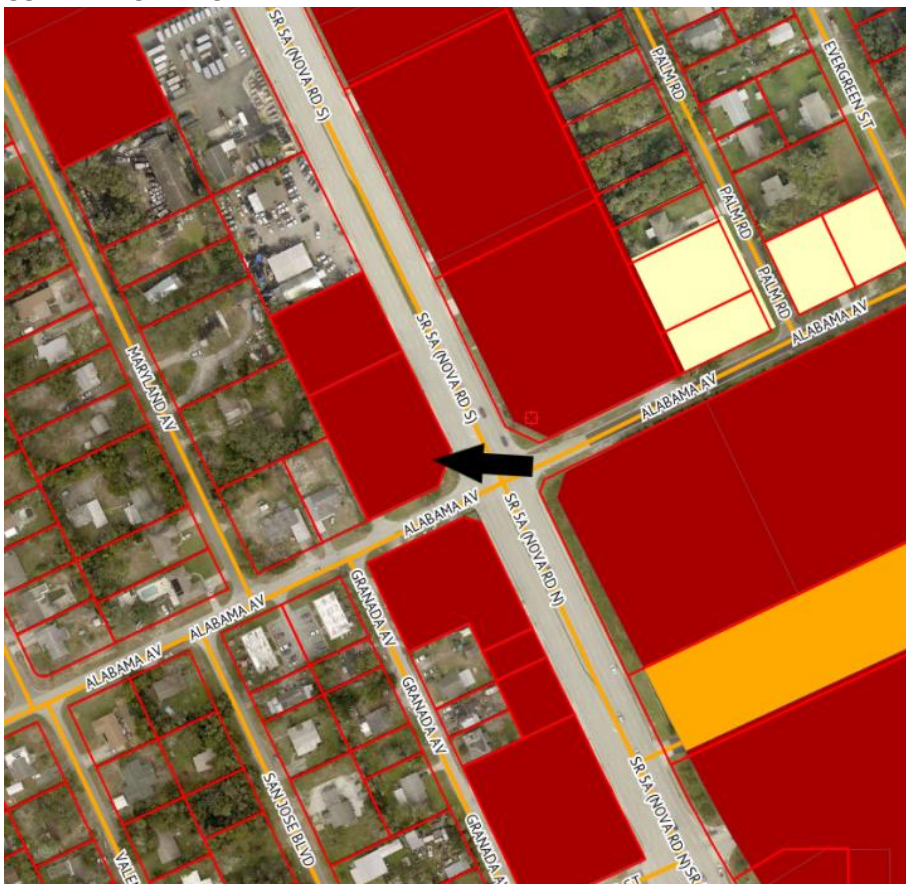
Commission No.: _____
 My Commission Expires: _____

ZONING, FLU AND LOCATION MAP

BPUD ZONING



COMMERICAL FLU





1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

RECEIVED
OCT 6 2023

REZONE/ FUTURE LAND USE AMENDMENT

23-1745

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

PROJECT INFORMATION:

PROJECT NAME: Malkit Sahl
 PARCEL ID #(S): 4242-04-21-0215
 LOCATION: 1184/1190 S. Nova Rd.
 EXISTING USE(S): Offices
 PROPOSED USE(S): Add Shed Sales & Uses to PD
 TOTAL ACREAGE: .80
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: BPUD PROPOSED ZONING: Amendment
 CURRENT FUTURE LAND USE: COM PROPOSED FUTURE LAND USE: Same

APPLICANT INFORMATION:

Name: Sahl Malkit Singh E-Mail: mssahl474@gmail.com
 Address: 74 N St. Andrews Dr. Ormond Beach Phone: 386-852-0195
 Company: _____ Fax: _____
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

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

CONSULTANT INFORMATION:

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_____ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

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

REZONE (PD)

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

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)



1065 Ridgewood Avenue, Holly Hill, FL 32117

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

01/2023

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

Applicant's Signature: _____

M. Sahl
(Signature)

10.6.23
(Date)

MARK T. SAHL
(Print)

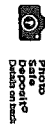
Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

MALKIT S SAHL TRUST ACCOUNT
74 N St Andrews Dr
Ormond Beach, FL 32174
1098
63-466/631

10-6-23
DATE

PAY TO THE
ORDER OF

City of Holly Hill
One Thousand Two Hundred Fifty Exactly
\$ 1250.00
DOLLARS



REGIONS

FOR 1184-1190 5.10.23.

M.S. Sahl

⑆063104668⑆ 0316549163⑈01098

HEARD CASH





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

**City Commission
Ordinance**

MEETING DATE: February 27, 2024
FROM: Joseph Forte
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 30 (Finance), Article IV (Special Assessment) to a New Title of Special Assessment – Code Enforcement Costs; Create New Article V (Special Assessments) Authorizing the City to Levy Special Assessment and Outlining the Procedures for Special Assessment to be Levied; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2024-O-3072
APPLICANT:
PLANNER:

DISCUSSION:

This Ordinance creates the authority for the City Commission to levy a non-ad valorem assessment. This regulation applies to all special assessments within the City of Holly Hill. If approved, the City Commission would then need to adopt resolutions for any particular type of special assessment for the specific special assessment purpose. This Ordinance will allow the City to adopt this particular special assessment and any other special assessments in the future if the need arises.

The city staff has been negotiating terms and conditions with the representatives of the Anastasia Ct. townhome development. The development has some unique conditions, that the city is negotiating, that will be beneficial to the Developer, as well as, the City. In order for the Developer to comply with the City's requests, the Developer and future HOA will need to enter into an agreement, whereby specific maintenance responsibilities are assigned to the Developer and the City for maintenance of the retention pond.

In order for the city to ensure that the maintenance from the HOA is completed regularly and properly by the HOA, the city will need to assign a non-ad valorem assessment to the Developer and HOA in perpetuity.

Approval of this Ordinance has no effect on any particular property. In order for the assessment to be applied to a property, the City Commission must adopt a Resolution specific to the property for which the assessment is being assigned.

FISCAL

ANALYSIS:

There is no fiscal impact to this ordinance.

STAFF**RECOMMENDATION:**

Staff recommends the City Commission approve the Ordinance on first reading and direct the staff to bring the Ordinance back as a public hearing for second reading in March 2024.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

APPROVE THE ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 30 (FINANCE), ARTICLE IV (SPECIAL ASSESSMENT) TO A NEW TITLE OF SPECIAL ASSESSMENT - CODE ENFORCEMENT COSTS; CREATE NEW ARTICLE V (SPECIAL ASSESSMENTS) AUTHORIZING THE CITY TO LEVY SPECIAL ASSESSMENT AND OUTLINING THE PROCEDURES FOR SPECIAL ASSESSMENT TO BE LEVIED.

Ordinance No. 2024-3072

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 30 (FINANCE), ARTICLE IV (SPECIAL ASSESSMENT) TO A NEW TITLE OF SPECIAL ASSESSMENT – CODE ENFORCEMENT COSTS; CREATE NEW ARTICLE V (SPECIAL ASSESSMENTS) AUTHORIZING THE CITY TO LEVY SPECIAL ASSESSMENT AND OUTLINING THE PROCEDURES FOR SPECIAL ASSESSMENT TO BE LEVIED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 30 (FINANCE), ARTICLE IV (SPECIAL ASSESSMENT) TO A NEW TITLE OF SPECIAL ASSESSMENT - CODE ENFORCEMENT COSTS; CREATE NEW ARTICLE V (SPECIAL ASSESSMENTS) AUTHORIZING THE CITY TO LEVY SPECIAL ASSESSMENT AND OUTLINING THE PROCEDURES FOR SPECIAL ASSESSMENT TO BE LEVIED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has adopted regulations for special assessments specifically to collect the costs incurred by the City for correcting code violations and the City want to amend the Article title to make it clear; and

WHEREAS, the City desires to create a new Article that allows for all special assessments and adopts rules and regulations.

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 amends Chapter 20, Article IV to be titled Special Assessment - Code Enforcement Costs.

SECTION 2. The City Commission of the City of Holly Hill hereby creates Article V (Special Assessments) to read as follows:

Article V (Special Assessments)**Section 30-90. Assessments.**

Article VIII, Section 2 of the Florida Constitution and F.S. § 166.021, grant the City all governmental, corporate, and proprietary powers to enable the City Commission to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law, and such powers may be exercised by the enactment of City ordinances.

The Assessments authorized herein shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

The Assessments imposed pursuant to this Article will be imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Article shall be construed solely as ministerial.

Section 30-91 Authority and Purpose.

The City Commission is hereby authorized to impose Assessments against property located within an Assessment Area to fund Capital Improvements or Essential Services. The Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Costs or Service Costs among the parcels of property within an Assessment Area, based upon objectively determinable Assessment Units related to the value, use or physical characteristics of the property.

Section 30-92 Creation of Assessment Areas.

1. The City Commission is hereby authorized to create Assessment Areas by resolution. Each Assessment Area shall encompass only that property specially benefited by the Capital Improvements or Essential Services proposed for funding from the proceeds of Assessments to be imposed therein. Either the Initial Assessment Resolution proposing an Assessment Area or the Final Assessment Resolution creating an Assessment Area shall include brief descriptions of the Capital Improvements or Essential Services proposed for such area, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed Capital Improvement or Essential Service to property within the Assessment Area. Properties in any Assessment Area need not be adjacent or contiguous to any other property in an Assessment Area.

2. At its option, the City Commission may establish a process pursuant to which the owners of property may petition for creation of an Assessment Area to fund Capital Improvements and Essential Services. Notwithstanding any petition process established pursuant to this section, the City Commission shall retain the authority to create Assessment Areas without a landowner petition.

Section 30-93 Initial Assessment Resolution.

The initial proceeding for imposition of an Assessment shall be the City Commission's adoption of an Initial Assessment Resolution. The Initial Assessment Resolution shall:

1. describe the proposed Assessment Area;

2. describe the Capital Improvements or Essential Services proposed for funding from proceeds of the Assessments;
3. estimate the Service Cost or Capital Cost;
4. establish a Maximum Assessment Rate if desired by the City Commission;
5. describe with particularity the proposed method of apportioning the Service Cost or Capital Cost among the parcels of property located within the Assessment Area, including any applicable Assessment Unit;
6. include specific legislative findings that recognize the equity provided by the apportionment methodology;
7. schedule a public hearing at a meeting of the City Commission, which meeting shall be a regular, adjourned or special meeting, at which to hear objections of all interested persons and to consider adoption of the Final Assessment Resolution and approval of the Assessment Roll; and
8. direct the Assessment Coordinator to (1) prepare the Assessment Roll pursuant to Section 30-94 hereof, (2) publish the notice required by Section 30-95 hereof, and (3) mail the notice required by Section 30-96 hereof using information then available from the Property Appraiser.

Section 30-94 Assessment Roll.

1. The Assessment Coordinator shall prepare a preliminary Assessment Roll that contains the following information:
 - a. a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Assessment;
 - b. the name of the owner of record of each parcel, as shown on the Tax Roll;
 - c. the number of Assessment Units attributable to each parcel;
 - d. if applicable, the estimated maximum annual Assessment to become due in any Fiscal Year for each Assessment Unit; and
 - e. if applicable, the estimated maximum annual Assessment to become due in any Fiscal Year for each parcel.
2. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be on file in the office of the Assessment Coordinator and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each parcel of property can be determined by use of a computer terminal or otherwise accessible through the internet or similar data base. **Section 30-95 Notice by Publication.**

After filing the Assessment Roll in the office of the Assessment Coordinator, as required by Section 30-94(2) thereof, the Assessment Coordinator shall publish once in a newspaper of general circulation within Volusia County a notice stating that at a meeting of the City Commission on a certain day and hour, not earlier than 20 calendar days from such publication,

which meeting shall be a regular, adjourned or special meeting, the City Commission will hear objections of all interested persons to the Final Assessment Resolution and approval of the Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (A) a geographic depiction of the property subject to the Assessment; (B) the proposed schedule of the Assessment; (C) the method by which the Assessment shall be collected; (D) the Maximum Assessment Rate in the event one was adopted in the Initial Assessment Resolution; and (E) a statement that all affected property owners have the right to appear at the public hearing and to file written objections within 20 days of the publication of the notice. Notwithstanding anything herein to the contrary, notice of a proposed Assessment may be given in any manner authorized by law.

Section 30-96 Notice by Mail.

In addition to the published notice required by Section 30-95, Notice by Publication hereof, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the owner of each parcel of property subject to the Assessment. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (A) the purpose of the Assessment; (B) the total Assessment to be levied against each parcel of property including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (C) the Assessment Unit to be applied to determine the Assessment; (D) the number of such Assessment Units contained in each parcel; (E) the total revenue to be collected by the Assessment; and (F) a statement that failure to pay the Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings may be instituted, either of which may result in a loss of title to the property; (G) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of the notice; and (H) the date, time and place of the hearing. Notice shall be mailed at least 20 calendar days prior to the hearing to each property owner at such address as is shown on the Tax Roll at least thirty (30) days prior to the date of mailing; provided, however, that failure to mail or receive such notice shall not invalidate any Assessment imposed hereunder. Notice shall be deemed mailed upon delivery thereof to the possession of the U.S. Postal Service. The Assessment Coordinator may provide proof of such notice by affidavit. Notwithstanding anything herein to the contrary, notice of a proposed Assessment may be given in any manner authorized by law.

Section 30-97 Adoption of Final Assessment Resolution.

1. At the time named in such notices, or to which an adjournment or continuance may be taken, the City Commission shall conduct a public hearing to receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the City Commission, adopt the Final Assessment Resolution which shall:

- a. confirm, modify or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Commission;
- b. create the Assessment Area;
- c. establish the maximum amount of the Assessment for each Assessment Unit;
- d. approve the Assessment Roll, with such amendments as it deems just and right;

and

e. determine the method of collecting the Assessments and when collection shall commence.

2. In any instance where the public hearing is adjourned or continued prior to adoption of the Final Assessment Resolution or any Annual Assessment Resolution requiring mailed notice as provided in Section 30-98 hereof, the City shall not be required to provide additional notices pursuant to Sections 30-95, Notice by Publication and/or 30-96, Notice by Mail, hereof, provided:

a. The public hearing is continued to a time and date certain as determined by majority vote of the City Commission at the public hearing included in the original mailed notices; and

b. Such time and date certain is within sixty (60) days of the public hearing date included in the original mailed notices.

Section 30-98 Annual Assessment Resolution.

The City Commission shall adopt an Annual Assessment Resolution during its budget adoption process for each Fiscal Year in which Assessments will be imposed to approve the Assessment Roll for such Fiscal Year. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll, as prepared in accordance with the Initial Assessment Resolution and confirmed or amended by the Final Assessment Resolution, shall be confirmed or amended by the Annual Assessment Resolution to reflect the then applicable portion of the cost of the Capital Improvements or Essential Services, or both, to be paid by Assessments. If the proposed Assessment for any parcel of property exceeds the Maximum Assessment Rate established in the Initial Assessment Resolution for the area and described in the notices provided pursuant to Sections 30-95, Notice by Publication and/or 30-96, Notice by Mail, hereof or if an Assessment is imposed against property not previously subject thereto, the City Commission shall provide notice to the owner of such property in accordance with Section 30-96, Notice by Mail hereof and conduct a public hearing prior to adoption of the Annual Assessment Resolution. In the case of an Annual Assessment Resolution which approves an Assessment against property not previously subject thereto, notice and public hearing shall not be required if all owners of the newly affected property provide written consent to the imposition of the Assessment. Failure to adopt an Annual Assessment Resolution during the budget adoption process may be cured at any time.

Section 30-99 Effect of Assessment Resolutions.

The adoption of the Final Assessment Resolution or of an Annual Assessment Resolution requiring notice as provided in Section 30-98 Annual Assessment Resolution hereof, shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the maximum annual Assessment of each parcel, the adoption of the Assessment Roll and the levy and lien of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Commission's adoption of the Final Assessment Resolution. The Assessments for each Fiscal Year shall be established upon adoption of the Annual Assessment Resolution. If the

Assessments are to be collected pursuant to the Uniform Assessment Collection Act, the Assessment Roll, as approved by the Annual Assessment Resolution, shall be certified to the Tax Collector.

Section 30-100 Repayment of Assessments.

1. Unless determined otherwise in the applicable Initial Assessment Resolution, Final Assessment Resolution or any Annual Assessment Resolution, the Assessment imposed against any parcel of property to fund Capital Improvements shall be subject to prepayment at the option of the property owner, as follows:

a. Prior to the issuance of Obligations, the Assessment Coordinator shall provide first class mailed notice to the owner of each parcel of property subject to the Assessment of the City Commission's intent to issue such Obligations. On or prior to the date specified in such notice (which shall not be earlier than the thirtieth day following the date on which the notice is delivered to the possession of the U.S. Postal Service), or such later date as the City Commission may allow in its sole discretion, the owner of each parcel of property subject to the Assessment shall be entitled to prepay the total Assessment obligation.

b. Following the date specified in the notice provided pursuant to Section 30-100(1)(a) hereof, or such later date as the City Commission may allow in its sole discretion, the owner of each parcel of property subject to the Assessment shall be entitled to prepay the total remaining Assessment upon payment of an amount equal to the sum of (a) such parcel's share of the principal amount of Obligations then outstanding, (b) the premium associated with redemption of such parcel's share of the principal amount of Obligations then outstanding, and (c) interest on such parcel's share of the principal amount of Obligations then outstanding, from the most recent date to which interest has been paid to the next date following such prepayment on which the City can redeem Obligations after providing all notices required by the ordinance or resolution authorizing issuance of such Obligations; provided however, that during any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the Assessments imposed against any parcel of property by the amount of the Assessment certified for collection with respect to such parcel.

2. At the City's election, the Assessment imposed against any parcel of property may be subject to acceleration and mandatory prepayment if at any time a tax certificate has been issued and remains outstanding in respect of such property. In such event, the amount required for mandatory prepayment shall be the same as that required for an optional prepayment authorized by Section 30-100(1)(b) hereof.

3. The amount of all prepayments computed in accordance with this Section 30-100 shall be final. The City shall not be required to refund any portion of a prepayment if (1) the Capital Cost is less than the amount upon which such prepayment was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

Section 30-101 Lien of Assessments.

1. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, Assessments

to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

2. Upon adoption of the Final Assessment Resolution, Assessments to be collected under the alternative method of collection provided in Section 30-106 Alternative Method of Collection hereof shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Volusia County, Florida.

3. The lien of any Assessment imposed against any tax parcel hereunder shall survive a tax sale, and the purchaser of such parcel shall take title thereto subject to the lien of the Assessment.

Section 30-102 Revisions to Assessments.

If any Assessment made under the provisions of this Article is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Commission is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Commission has omitted the inclusion of any property on the Assessment Roll which property should have been so included, the City Commission may take all necessary steps to impose a new Assessment against any property benefited by the Capital Improvement or Essential Service, following as nearly as may be practicable the provisions of this Article, and in case such second Assessment is annulled, the City Commission may levy and impose other Assessments until a valid Assessment is imposed.

Section 30-103 Procedural Irregularities.

Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Article shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all proceedings related to such Assessment were duly had, taken and performed as required by this Article; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 30-103, Procedural Irregularities, any party objecting to an Assessment imposed pursuant to this Article must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Section 30-104 Corrections of Errors and Omissions.

1. No act of error or omission on the part of the City Commission, Assessment Coordinator, Property Appraiser, Tax Collector, or their deputies or employees, shall operate to release or discharge any obligation for payment of any Assessment imposed by the City Commission under

the provisions of this Article.

2. The number of Assessment Units attributed to a parcel of property may be corrected at any time by the Assessment Coordinator, including upon presentation of competent substantial evidence by the owner of such parcel. Any such correction which reduces an Assessment shall be considered valid from the date on which the Assessment was imposed and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Article. Any such correction which increases an Assessment or imposes an assessment on omitted property shall first require notice to the affected owner at the address shown on the Tax Roll notifying the owner of the date, time and place that the City Commission will consider confirming the correction and offering the owner an opportunity to be heard.

3. After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Section 30-105 Method of Collection.

Unless directed otherwise by the City Commission, Assessments (other than Assessments imposed against Government Property) shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions thereof, including but not limited to (1) entering into a written agreement with the Property Appraiser and the Tax Collector for reimbursement of necessary expenses, (2) certifying the Assessment Roll to the Tax Collector, and (3) adopting a Resolution of Intent after publishing weekly notice of such intent for four consecutive weeks preceding the hearing. The Resolution of Intent may be adopted either prior to or following the Initial Assessment Resolution; provided, however, that the Resolution of Intent must be adopted prior to January 1 (March 1 with consent of the Property Appraiser and Tax Collector) of the year in which the Assessments are first collected on the ad valorem tax bill. This section shall not be construed to require adoption of an additional Resolution of Intent, and notice thereof, if a Resolution of Intent was previously adopted and is currently in effect for the area in question. Any hearing or notice required by this Article may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Section 30-106 Alternative Method of Collection.

In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the Assessment by any other method which is authorized by law or provided by this Section 30-106 as follows:

1. The City shall provide Assessment bills by first class mail to the owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the Assessment Units used to determine the amount of the Assessment, (3) the number of Assessment Units attributable to the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

2. A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of Volusia County, Florida. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

3. The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law. An Assessment shall become delinquent if it is not paid within thirty (30) days from the due date. The City or its agent shall notify any property owner who is delinquent in payment of an Assessment within sixty (60) days from the date such Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

4. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

5. In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided, however, that (1) notice is provided to the owner in the manner required by law and this Article, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

Section 30-107 Responsibility for Enforcement.

The City and its agents, if any, shall maintain the duty to enforce the prompt collection of Assessments by the means provided herein. The duties related to collection of Assessments may be enforced at the suit of any holder of Obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Section 30-108 Government Property.

1. If Assessments are imposed against Government Property, the City shall provide Assessment bills by first class mail to the owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the Assessment Units used to determine the amount of the Assessment, (3) the number of Assessment Units attributable to the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

2. Assessments imposed against Government Property shall be due on the same date as Assessments against other property within the Assessment Area and, if applicable, shall be subject to the same discounts for early payment.
3. An Assessment shall become delinquent if it is not paid within thirty (30) days from the due date. The City shall notify the owner of any Government Property that is delinquent in payment of its Assessment within sixty (60) days from the date such Assessment was due. Such notice shall state in effect that the City will initiate a mandamus or other appropriate judicial action to compel payment.
4. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City or its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of, or in addition to, the costs of the action.
5. As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The City Commission may also contract for such billing services with any utility not owned by the City.
6. Nothing herein shall require the imposition of Assessments against Government Property.

Section 30-109 Issuance of Obligations - General Authority.

1. The City Commission shall have the power and is hereby authorized to provide by ordinance or resolution, at one time or from time to time in series, for the issuance of Obligations to fund Capital Improvements and any amounts to be paid or accrued in connection with issuance of such Obligations including but not limited to capitalized interest, transaction costs and reserve account deposits.
2. The principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the City Commission, the City may agree, by ordinance or resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Commission may also provide, by ordinance or resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such ordinance or resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

Section 30-110 Issuance of Obligations - Terms of the Obligations.

The Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by ordinance or resolution of the City Commission, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Commission. Said Obligations shall

mature not later than forty (40) years after their issuance. The City Commission shall determine by ordinance or resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Commission shall determine by ordinance or resolution. The Obligations may be delivered to any contractor to pay for the provision of Capital Improvements or may be sold in such manner and for such price as the City Commission may determine by ordinance or resolution to be for the best interests of the City.

Section 30-111 Issuance of Obligations - Variable Rate Obligations.

At the option of the City Commission, Obligations may bear interest at a variable rate.

Section 30-112 Issuance of Obligations - Temporary Obligations.

Prior to the preparation of definitive Obligations of any series, the City Commission may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The City Commission may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things which are specifically required by this Article.

Section 30-113 Issuance of Obligations - Notes.

In anticipation of the sale of Obligations, the City Commission may, by ordinance or resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Assessments, the proceeds of the notes and such other legally available moneys as the City Commission deems appropriate by ordinance or resolution. Said notes shall mature within five (5) years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Commission may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

Section 30-114 Issuance of Obligations - Taxing Power Not Pledged.

Obligations issued under the provisions of this Article shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue and, if applicable, proceeds of the Assessments, in the manner provided herein and by the ordinance or resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Article shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatsoever. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

Section 30-115 Issuance of Obligations - Trust Funds.

The Pledged Revenue received pursuant to the authority of this Article shall be deemed to be trust funds, to be held and applied solely as provided in the Ordinance from which this Article is derived and in the ordinance or resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the ordinance or resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

Section 30-116 Issuance of Obligations - Remedies of Holders.

Any holder of Obligations, except to the extent the rights herein given may be restricted by the ordinance or resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the state or granted hereunder or under such ordinance or resolution, and may enforce and compel the performance of all duties required by this part, or by such ordinance or resolution, to be performed by the City.

Section 30-117 Issuance of Obligations - Refunding Obligations.

The City may, by ordinance or resolution of the City Commission, issue Obligations to refund any Obligations issued pursuant to this Article, or any other obligations of the City issued to finance Capital Improvements, and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Assessments set forth in the notice provided pursuant by these regulations, the City Commission shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article V of this Article.

Section 30-118 Definitions.

Assessment means a special assessment imposed by the City Commission pursuant to this Code to fund the capital cost of capital improvements or the service cost of essential services. The term "assessment" and the reference to non-ad valorem assessments herein means those assessments which are not based upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the Florida Constitution.

Assessment area means any of specific areas created by resolution of the City Commission pursuant to Article V that specially benefit from capital improvements or essential services.

Assessment Coordinator means the City Manager or such person's designee.

Assessment roll means the special assessment roll relating to capital improvements or essential services containing the information specified in Article V, approved by a final assessment resolution or an annual assessment resolution pursuant to Article V.

Assessment unit means the apportionment unit utilized to determine the assessment for

each parcel of property, as set forth in the initial assessment resolution. "Assessment units" may include, by way of example and not limitation, one (1) or a combination of the following: Front footage, land area, improvement area, equivalent residential connections or units, equivalent benefit units, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that is related to the capital improvements or essential services to be funded from proceeds of the assessment.

Capital cost means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of capital improvements under generally accepted accounting principles; and including reimbursement to the city for any funds advanced for capital cost and interest on any interfund or intrafund loan for such purposes.

Capital improvements means capital improvements constructed or installed by the city which provide a special benefit to lands within an assessment area

Essential services mean the services, facilities, or programs which provide a special benefit to, or relieve a burden attributable to, lands within an assessment area.

Obligations means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred to finance capital improvements and secured, in whole or in part, by proceeds of the assessments.

Service cost means all or any portion of the expenses that are properly attributable to the provision of essential services under generally accepted accounting principles; and including reimbursement to the City for any funds advanced for such expenses and interest on any interfund or intrafund loan for such purposes.

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

**APPROVED AND AUTHENTICATED on this 27th day of FEBRUARY,
2024 for first reading.**