



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MARCH 11, 2025

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
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Jeff DeLanoy

Mayor Penny led the invocation on behalf of Commissioner DeLanoy.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

- A. Police Department - Swearing-In Ceremony - Officer Alexander Kilpatrick
Chief Williams brought up Officer Alexander Kilpatrick for the Swearing-In Ceremony. Chief Williams also asked Officer Stacy to come forward with K9 Atlas and introduced him to everyone.

B. FY2024 Annual Audit Presentation

FY2024 Annual Audit Presentation Presented by James Halleran, James Moore & Co., CPAs.

(Requested by Michele Moore, Finance)

James Halleran, CPA and Chris Noyes, CPA from James Moore shared a PowerPoint presentation with the Mayor and City Commissioners pertaining to the Annual Audit 2024.

Mayor Penny opened public participation.

Jim Legary, Holly Hill and Steve Updike, Holly Hill.

Mayor Penny closed public participation.

*Commissioner Currie made a motion to **ACCEPT THE ANNUAL AUDIT 2024 AS PRESENTED BY MR. HALLERAN AND MR. NOYES FROM JAMES MOORE**, seconded by Commissioner DeLanoy.*

PASSED, 5-0.

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

Mr. Forte briefly discussed 700 Grove Avenue; similar discussion from two weeks ago when the property was on the agenda for consideration as a nuisance abatement property. Several photos were taken this afternoon with Code Enforcement (photos shown on the overhead projector) at this time. At the last City Commission, the City Commission authorized staff, at the direction of the Special Master, to go onto the property and clear all of the materials on the property in the front and backyard. The City Commission gave the resident until yesterday, March 10th, to clean up the property. As of 2:30 PM today, this is what the property still looks like as from two weeks ago; there doesn't appear to be much progress (referring to the pictures on the screen).

Mayor Penny opened public participation.

Steve Updike, Holly Hill; Mike Warren, Holly Hill; Tracy Duffy, Holly Hill; Wayne Johnson, (resident at 700 Grove Avenue) Holly Hill; Annette Madden, Holly Hill; Tommy Jobs, Holly Hill; Kelly Spaulding, Holly Hill; Danielle Latona, Holly Hill; Sharon Miller, Holly Hill.

Mayor Penny closed public participation.

Mayor Penny stated time's up with the property located at 700 Grove Avenue.

Attorney Simpson stated at the last City Commission meeting, they gave staff direction on what to do next and it was decided that a public nuisance does exist and that if there was no progress made on the property, staff has direction to go onto the property and clean it up. Tonight is just an update on the effort put forth by the occupant of the property to remedy it. By the occupant's statement tonight, he didn't start until 2:30 PM, 3:00 PM today and he had a couple of weeks. Attorney Simpson stated he doesn't know why the occupant waited until the last minute. At this point, it's already been declared a public nuisance and the option is for this City Commission to either give him more time or direct staff to proceed with the removal of and clearing the property.

*Commissioner Currie made a motion to **ACCEPT the City Manager's testimony, along with Code Enforcement and the photos taken today at 2:30 PM, pertaining to the property located at 700 Grove Avenue, and move forward with cleaning up the property beginning tomorrow or as soon as a contractor is available and that the cost associated will be placed upon the Non-Ad Tax Assessment for collection**, seconded by Commissioner Johnson.*

Mayor Penny opened up public participation on the motion that the Commission is

about to take. There was no one.

PASSED, 5-0.

4. APPROVAL OF MINUTES

1.

Minutes - February 25, 2025 Workshop and February 25, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 11th day of March, 2025, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Penny asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda and if any member of the City Commission would like to pull an item for further discussion. There was no one.

1. -2025-R-20 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2024-2025; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION

2025-R-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,

AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Florida Department of Law Enforcement Drone Replacement Program Financial Assistance with an adjustment of \$44,190 revenues and expenditures in total pursuant to itemizations contained in Exhibit “A”, which is attached hereto and incorporated herein; and

WHEREAS, the budget amendments will allow the City of Holly Hill to amend the Fiscal Year 2024-2025 budget.

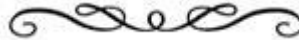
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AMENDED BUDGET. The City Commission of the City of Holly Hill amends the Fiscal Year 2024-2025 budget by revising the budget in total pursuant to itemizations contained in Exhibit “A”, which is attached hereto and incorporated herein.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of MARCH, 2025.

Enacted and approved this 11th day of March, 2025, in Holly Hill



2. -2025-R-21 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment in the Amount of \$150,000 to Provide for the Initial Costs of a Community Development Block Grant (CDBG) Awarded to the City for the Design, Provision and Installation of a Bypass Pump to Serve Lift Station No. 20 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION**2025-R-21**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$150,000 TO PROVIDE FOR THE INITIAL COSTS OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARDED TO THE CITY FOR THE DESIGN, PROVISION AND INSTALLATION OF A BYPASS PUMP TO SERVE LIFT STATION NO. 20 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$150,000 TO PROVIDE FOR THE INITIAL COSTS OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARDED TO THE CITY FOR THE DESIGN, PROVISION AND INSTALLATION OF A BYPASS PUMP TO SERVE LIFT STATION #20, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has been awarded a grant in the amount of \$150,000 for the design, provision and installation of a bypass pump to serve Lift Station #20; and

WHEREAS, CBDG grants are cost reimbursable and require initial funding; and

WHEREAS, bypass pumps add resilience to lift stations and is anticipated to mitigate station failure due to loss of power.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a budget amendment in the amount of \$150,000 to provide for the initial funding of the design, provision and installation of a bypass pump to serve Lift Station #20 until such time that reimbursement is received, and authorize the City Manager to execute the same.

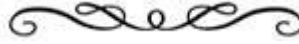
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of MARCH, 2025.

Enacted and approved this 11th day of March, 2025, in Holly Hill



6. REGULAR AGENDA

1. -2025-R-22 Resolution

A Resolution of the City of Holly Hill, Florida, Creating the City of Holly Hill Charter Review Committee; Providing for Objectives of the Charter Review Committee; Providing for Appointment and Composition; Providing for Duties of the Charter Review Committee; Providing for Terms of Members; Providing for Rules of Procedures; and Providing for Duties of the City Manager; Providing for an Effective.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION

2025-R-22

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL CHARTER REVIEW COMMITTEE; PROVIDING FOR OBJECTIVES OF THE CHARTER REVIEW COMMITTEE; PROVIDING FOR APPOINTMENT AND COMPOSITION; PROVIDING FOR DUTIES OF THE CHARTER REVIEW COMMITTEE; PROVIDING FOR TERMS OF MEMBERS; PROVIDING FOR RULES OF PROCEDURES; AND PROVIDING FOR DUTIES OF THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL CHARTER REVIEW COMMITTEE; PROVIDING FOR OBJECTIVES OF THE CHARTER REVIEW COMMITTEE; PROVIDING FOR APPOINTMENT AND COMPOSITION; PROVIDING FOR DUTIES OF THE CHARTER REVIEW COMMITTEE; PROVIDING FOR TERMS OF MEMBERS; PROVIDING FOR RULES OF PROCEDURES; AND PROVIDING FOR DUTIES OF THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill incorporated as of July 1, 1901 as a

incorporated municipality; and

WHEREAS, the City of Holly Hill Charter may be amended in accordance with the provisions for Charter amendments as specified in the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, or as otherwise provided by general law; and

WHEREAS, Florida Statutes §166.031 sets forth the statutory process for Charter Amendments; and

WHEREAS, City Commission desires to have a Charter Review Committee to review its home rule charter and propose any amendments or revisions that may be advisable for placement on the ballot for the 2026 General Election.

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

SECTION 1. CREATION OF THE CHARTER REVIEW COMMITTEE.

The City of Holly Hill thereby creates the City of Holly Hill Charter Review Committee (Charter Review Committee).

SECTION 2. OBJECTIVES OF THE CHARTER REVIEW COMMITTEE.

- A. The Charter Review Committee will provide input to the City Commission regarding amendments and revisions to the Charter.
- B. The Charter Review Committee shall review the Home Rule Charter and propose any given amendments or revisions, which may be advisable for placement on the election ballot.

SECTION 3. APPOINTMENT AND COMPOSITION.

- A. The Charter Review Committee will consist of five (5) appointed voting members of the City, and each member of the City Commission will recommend one (1) member for appointment. Appointees are not required to live within the district boundaries of the Commission Member who recommends their appointment. Appointees shall be registered voters of the City of Holly Hill.
- B. The Charter Review Committee members are listed below:

NAME

APPOINTED BY

CHRIS VIA

John Penny, Mayor

KRISTIE LAW

Debra Snow, District 1

KIMBERLY LAWSON

Penny Currie, District 2

JAIME K. REICH

Jeffrey DeLanoy, District 3

MIKE REAVES

Roy Johnson, District 4

- C. No member of the State Legislature, the Board of County Commissioners, or any member of the City Commission or employee of the municipality or relative of either shall be a member of the Charter Review Committee. Vacancies shall be filled as they occur in the same manner as original appointments.
- D. Members of the Charter Review Committee shall be removed and replaced by City Commission if they fail to attend two (2) consecutive meetings.
- E. The City Manager will be responsible for providing staff and assistance for the Charter Review Committee.

SECTION 4. DUTIES OF THE CHARTER REVIEW COMMITTEE.

- A. The Charter Review Committee shall meet for the purpose of organization within 30 days after the appointments have been made. The Mayor shall appoint the Chairman and the Charter Review Committee shall elect a Vice-Chairman from among its membership. Further meetings of the Charter Review Committee shall be held on the call of the Chairman or a majority of members of the Charter Review Committee. All meetings shall be open to the public. A majority of the members of the Charter Review Committee shall constitute a quorum. The Charter Review Committee may adopt such other rules for its operation and proceedings, as it deems desirable.
- B. No charter amendment or revision shall be submitted to the City Commission for consideration unless favorably voted upon by an affirmative vote of a majority of the total membership of the Charter Review Committee.
- C. The Charter Review Committee shall deliver to the City Commission the proposed amendments or revisions, if any, to the Home Rule Charter no later than September 30, 2025. City Commission shall promptly review the proposals as approved by the Charter Review Committee. If approved by a majority of the membership of the City Commission, City Commission shall place the proposals on the ballot on the Tuesday, November 3, 2026 election. If a majority of the electors voting on the amendments or revisions to the Charter favor adoption, such amendments or revisions shall be effective upon adoption by the electors or such other time as the amendment or revision shall provide.
- D. The City Commission shall not be restricted or limited to consider only the proposed amendments submitted by the Charter Review Committee for consideration. The City

Commission shall have the discretion to reject some or all of the proposed amendments recommended by the Charter Review Committee and the City Commission may consider an amendment not considered or even rejected by the Charter Review Committee.

SECTION 5. TERM OF MEMBERS.

The term of the Charter Review Committee will be from the date of appointment until dissolution. Upon acceptance or rejection of the proposed amendments or revisions by the City Commission, the Charter Review Committee shall be automatically dissolved.

SECTION 6. RULES OF PROCEDURE.

- A. The Charter Review Committee shall comply with all applicable requirements of the Florida Sunshine law and the Public Records law, and may adopt additional procedures of operation provided there is no conflict with state or municipal law.
- B. The conduct of the meetings will be generally informal. If there is a question as to parliamentary procedures, the Chairman, at his or her discretion, may use Robert's Rules of Order to address the issue.
- C. The Charter Review Committee will serve without compensation, but may be reimbursed for necessary expenses pursuant to general law.
- D. Charter Review Committee members may not discuss matters that may foreseeably come before the Charter Review Committee other than at a duly advertised Charter Review Committee meeting.

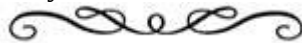
SECTION 7. DUTIES OF THE CITY MANAGER.

The City Manager, or his designee, shall serve as the staff liaison and give technical and policy advice to the Charter Review Committee. The City Manager is authorized within his spending limits to obtain professional assistance so as to provide innovative suggestions to the Charter Review Committee.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of MARCH, 2025.

Enacted and approved this 11th day of March, 2025, in Holly Hill



7. PUBLIC HEARINGS

- 1. -2024-O-3074 Ordinance

SECOND READING - Ordinance 3074 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Described 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 Low-Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - Ordinance 3075 - 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-2 (Low-Medium Density Single-Family Residential) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Ex parte Communications were as follows:

Mayor Penny asked if any member of the City Commission needed to disclose any ex parte communication with the applicant, they can do that now. The Commissioners mentioned that they had disclosed ex parte communications during the first readings of these Ordinances during the April 9, 2024 meeting. No other communications have been had since then.

Both Ordinances titles were read by Attorney Simpson, however, these Ordinances will be voted on separately.

SECOND READING OF ORDINANCE 3074

Commissioner Currie made a motion to ADOPT ORDINANCE 3074, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY DESCRIBED 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 LOW-MEDIUM DENSITY RESIDENTIAL, seconded by Commissioner Snow.

Rob Merrell, Attorney from Cobb Cole and Matthew Dowst, Civil Engineer from Mark Dowst and Associates, Inc., were present for any questions or clarifications.

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

SECOND READING OF ORDINANCE 3075

Commissioner Snow made a motion to ADOPT ORDINANCE 3075, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT), seconded by Commissioner Currie.

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

ORDINANCE**2024-O-3074**

SECOND READING - ORDINANCE 3074 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY DESCRIBED 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 LOW-MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3075 - 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-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 3074

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY DESCRIBED 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 LOW-MEDIUM DENSITY RESIDENTIAL; 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 parcel 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 THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the future land use of identified in **Attachment A** as Low-Medium Density Residential.

SECTION 2. The City Planner 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 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. 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 11th day of MARCH, 2025
for second and final reading.**

ATTACHMENT “A”

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ORDINANCE NO. 3075

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-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) 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 THE CITY 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) pursuant to the provisions contained in the attached Development Agreement and associated Preliminary Plan, attached to this Ordinance as **Attachment B** and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the 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 following approval of the future land use map 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 11th day of MARCH, 2025
for second and final reading.**

ATTACHMENT "A"

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ATTACHMENT “B”**Exhibit to Ordinance No. _____**

DEVELOPMENT AGREEMENT for the project known as Center Avenue Townhomes Planned Unit Development (PUD) located along Lillie Road on Anastasia Court 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 _____, 2025, 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 Ron & Lee, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL, 32174.

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. Townhouses

B. Prohibited principal uses, if any:

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

C. Subject Property Size: 2.11 acres of development area (1.75 net acres)

D. Maximum density (in number of dwelling units per acre): 9.71 units per net acre (17 units)

E. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements.

F. Minimum open space shall be 40% of the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements. Common open space will be a minimum of 15% throughout the Property and is being illustrated through the activation of the stormwater area through pedestrian enhancements in the form of benches and viewing areas.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of 10 feet, and 15 feet along Center Avenue.

H. Minimum lot size area (in acreage or square footage): 2,250 sq. ft.

I. Minimum unit size: 1,000 sq. ft.

- J. Minimum lot width (in feet): 25 ft.
- K. Minimum yard setbacks within individual lots:
 - 1. Front yard: 10 ft.
 - 2. Side yard: 0 ft. common wall, 5 ft. side
 - 3. Street side yard: N/A
 - 4. Rear yard: 5 ft.
- L. Maximum building height (in feet): 35'
- M. Minimum building separation: 10 ft.
- N. Minimum parking standards are as shown and stated on the Preliminary Plan.
- O. Lighting shall not exceed .5-foot candles at the property line.
- 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. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- R. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- S. 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.
- T. Stormwater and environmental: For purposes of maintenance there shall be two different stormwater areas. All stormwater infrastructure improvements located on the Subject Property up to the connection point with the City stormwater retention pond shall be installed, owned and maintained by the Homeowner's Association or Property Owner's Association (HOA). All environmental permitting, mitigation, and/or soil and erosion control for the Subject Property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the HOA , 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. The maintenance of the City's stormwater retention pond shall be as hereinafter set forth. The City shall be responsible for the functional maintenance of the stormwater

retention pond and the HOA shall be responsible for aesthetic maintenance of the stormwater retention pond.

Functional maintenance shall be defined as:

1. Outfall maintenance to ensure the stormwater retention pond is discharging the stormwater properly and is functioning as designed.
2. Pipe maintenance to ensure the stormwater piping is functioning according to the construction plans.
3. Any dredging of the bottom of the pond to ensure the functionality of the pond.

Aesthetic maintenance shall be defined as:

1. Mow, trim and edge grass and shrubs on the stormwater retention pond site once a week during the wet season and once every two weeks during the dry season.
2. Irrigation maintenance will be performed every six months after installation and any damage will be repaired or replaced.
3. Tree trimming at least annually.
4. Replenish mulch at least annually.
5. Chemical weed and invasive species control of the stormwater retention pond. The City must preapprove all chemicals used in the stormwater retention pond.
6. Repair and replace any landscaping, irrigation and grass that is impacted during the functional maintenance of the stormwater retention pond.

The City shall have the sole discretion to determine whether a maintenance, repair

or replacement item is aesthetic or functional.

The Owner/Developer will coordinate with the City on improvement to the City stormwater pond located to the north of the Subject Property in order to accommodate stormwater needs for this project. A Special Assessment District has been established for the Subject Property regarding aesthetic maintenance of the City stormwater pond area.

The City must approve all improvements to the City's stormwater retention pond and may reject the proposed improvements at its discretion if the City determines the proposed improvements will adversely impact the overall stormwater system, be too costly for the City to functionally maintain or is otherwise not in the best interest of the City. The City's right to reject proposed improvements is not limited to whether the proposed improvements meet stormwater regulatory requirements.

In recognition of the HOA's assumption of aesthetic maintenance obligations associated with the City stormwater pond, the parcel of land the pond is located on, and the pond areas within such parcel, shall be considered as a part of the open space associated with development of the Subject Property, although such parcel is not included in this rezoning request. The adjacent City stormwater pond will serve as an open space amenity from a functional standpoint and will be commonly maintained by the HOA. Owner/developer will be responsible for all cost associated with site development work on the pond as it relates to this project.

The Owner/Developer and HOA have entered into an agreement with the City by which the City has retained the Owner/Developer and HOA to perform the aesthetic maintenance as defined herein. The City will use the revenue collected from the Special Assessment District to pay the HOA for the aesthetic maintenance. The Owner/Developer and HOA will annually provide cost estimates to the City for the upcoming year's expected aesthetic maintenance costs in sufficient time to allow the City to set the assessment amount for the upcoming year. The assessment amount for each year shall be the anticipated aesthetic maintenance cost for the upcoming year taking into consideration any excess revenues or shortfall of revenue to cover the prior year's aesthetic maintenance costs.

In the event the City and the Developer/Owner are unable to agree on the additional stormwater improvements to the City's stormwater retention pond to accommodate the Project this Development shall be a nullity.

- U. 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.

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 (17)** 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/POA shall be responsible for all maintenance, repair and replacements on the Subject Property and the aesthetic maintenance of the City stormwater retention pond.. 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:

Ron & Lee, LLC
Attn: Yehuda Morali
3 Sweetmeadow CT

With Copy To: Cobb Cole Law Firm
Attn: Jessica Gow
149 S. Ridgewood Avenue, Ste. 700

Ormond Beach, FL 32174

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.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

PRELIMINARY PLAN

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

OWNER/DEVELOPER:

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

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

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA**COUNTY OF VOLUSIA**

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____

My Commission Expires: _____

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

Scott Simpson, City Attorney

Enacted and approved this 11th day of March, 2025, in Holly Hill



2. -2025-O-3083 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Repealing Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances); Adopting a New Chapter 3 (Code Enforcement/Nuisance Abatement) Consolidating All Code Enforcement and Nuisance Abatement Provisions into a Single Chapter and Amending the Code Enforcement and Nuisance Abatement Provisions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

**ORDINANCE
2025-O-3083**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING CHAPTER 2, ARTICLE III, DIVISION III (CODE ENFORCEMENT); CHAPTER 3 (ENFORCEMENT); AND CHAPTER 26, ARTICLE III (SANITARY NUISANCES); ADOPTING A NEW CHAPTER 3 (CODE ENFORCEMENT/NUISANCE ABATEMENT) CONSOLIDATING ALL CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS INTO A SINGLE CHAPTER AND AMENDING THE CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA REPEALING CHAPTER 2, ARTICLE III, DIVISION III (CODE ENFORCEMENT); CHAPTER 3 (ENFORCEMENT); AND CHAPTER 26, ARTICLE III (SANITARY NUISANCES); ADOPTING A NEW CHAPTER 3 (CODE ENFORCEMENT/NUISANCE ABATEMENT) CONSOLIDATING ALL CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS INTO A SINGLE CHAPTER AND AMENDING THE CODE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's code enforcement process, including nuisance abatement, are in different provisions of the City's Code of Ordinances; and

WHEREAS, the City Commission believes that consolidating the current code enforcement provisions into a single chapter is in the City's best interest; and

WHEREAS, due to recent code enforcement issues, the City Commission wanted to review and update the City's Code Enforcement procedures.

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 repeals Chapter 2, Article III, Division III (Code Enforcement); Chapter 3 (Enforcement); and Chapter 26, Article III (Sanitary Nuisances) and adopts a new Chapter 3 (Code Enforcements/Nuisance Abatement) to read as follows:

CHAPTER 3 - CODE ENFORCEMENT/NUISANCE ABATEMENT

The following provisions shall be administrative options to the city for the enforcement

of code violations and abatement of public nuisances. The city can use one or more of the below outlined enforcement provisions at the same time to remedy issues with the same property. The enforcement provisions below shall be in addition to any and all other enforcement procedures allowed under State law, such as nuisance abatement in Florida Statute Chapter 60.

Division I - Code Enforcement

Sec. 3-100. - Définitions.

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

city means City of Holly Hill, Florida.

city attorney means the city attorney or any assistant city attorney of the city.

Code means the Code of Ordinances, the Land Development Code, and all other ordinances of the City of Holly Hill.

Code enforcement officer shall mean the city manager, assistant city manager, chief building official, code enforcement supervisor, code enforcement officer, fire safety inspector, director of public works, law enforcement officer and any other person designated in writing by the city manager.

Law enforcement officer shall mean any person who is elected, appointed, or employed full-time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of penal, criminal, traffic, or highway laws of the state.

Person means any natural person, corporation, partnership, or other entity.

Repeat violation means a violation of a provision of a code by a person who has

previously been found to have violated by order of the special master the same provision within five years prior to the violation.

Sec. 3-101. - Declaration of legislative intent.

(a) It is the intent of this division to promote, protect, and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various codes of the city.

(b) Further, the provisions of this division are intended to provide an additional and supplemental means of enforcing the various codes of the city, and nothing contained herein shall prohibit the city from enforcing its codes by any other means, specifically including F.S. ch. 162, pts. I and II and F.S. ch. 60.

Sec. 3-102. - Special masters.

(a) The city hereby establishes a special master code enforcement system for the enforcement of its various codes. In order to avoid any potential conflict of interest, it is preferable for a special master not be a resident of the city, own real property in the city or own a business with a location in the city. This requirement can be waived by the city commission. Special masters shall be active or retired lawyers. One or more special masters shall be appointed by the city commission based upon the joint recommendation of the city attorney and city manager. Special masters shall serve at the pleasure of the city commission and may be removed at any time with or without cause by the city commission. Special masters shall receive compensation for their services as approved by the city commission.

(b) A special master shall have the power to:

(1) Adopt rules for the conduct of hearings.

(2) To hold hearings and assess fines against violators of the various codes of the city.

(3) Subpoena alleged violators and witnesses to the hearings. Subpoenas may be served by any law enforcement officer of the city or as otherwise permitted by law.

(4) Subpoena evidence to the hearings.

(5) Take testimony under oath.

(6) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance with city codes, including authorizing the city to enter the property to remedy the violation(s), such as removal of debris/trash/personal property stored in violation of city codes. However, any orders that require that city to spend money or directs city employees to perform work, i.e. removal of debris/trash/ personal property from the property or repair of a structure on the property, must be approved by the city manager.

Sec. 3-103. - Enforcement procedure.

(a) It shall be the duty of code enforcement officers to investigate allegations of violations of city codes and to initiate enforcement proceedings relative hereto. Special masters shall not have any independent authority to conduct their own investigation of such complaints or to initiate enforcement proceedings.

(b) A code enforcement officer is authorized to issue a civil citation or notice of violation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a code violation, or allowed a violation of city code to be committed or occurring on property owned by them.

(c) The city shall primarily utilize two code enforcement procedures. One procedure

shall be the citation procedure which will be utilized for code violations selected by the city commission as outlined below under CITATION PROCEDURE. All other code violations shall be enforced as outlined below under NOTICE OF VIOLATION PROCEDURE. Below are the details of each procedure:

CITATION PROCEDURE

(1) The city commission shall adopt a resolution classifying those codes to be enforced by citation and establishing and periodically revise a schedule of fines to be assessed for violations and repeat violations of said codes. In setting and revising the schedule of fines, the city commission shall classify violations by seriousness and magnitude and take into consideration the extent and nature of the violation, whether the violation is isolated and temporary or repetitive and continuous, the city's cost of investigating and correcting the violation, and other relevant factors.

(2) Prior to issuing an initial citation, a code enforcement officer shall (i) provide notice to the person in possession and property owner, if different, that a violation of a code has been committed or is occurring, and (ii) establish a reasonable time within which the person and property owner must correct the violation. If the person receiving a citation has received a citation for the same violation within 12 months of the current violation, notice shall not be required prior to issuing the citation. If, upon personal investigation, a code enforcement officer finds that the person and property owner has not corrected the violation within the given time, a code enforcement officer may issue a civil citation to the person and property owner who has committed the violation or is allowing the violation to occur.

(3) A civil citation issued by a code enforcement officer shall be in the form prescribed by the city and shall contain:

- (i) The date and time of issuance.
- (ii) The name and address of the person to whom the citation is issued.
- (iii) The date and time the violation was first observed.
- (iv) The facts constituting reasonable cause that a violation exists.
- (v) The section of the code that has been violated and a description of the nature of the violation.
- (vi) The necessary corrective action and the date the corrective action shall be completed.
- (vii) The fine amount and the date to be paid.
- (viii) In the event the violation is not corrected by the due date and the fine paid, the case shall be referred to the special master.
- (ix) In the event the issue is referred to the special master, a maximum per day fine of \$250 per day for each violation or \$500 repeat violation may be levied by the special master if found in violation. That the special master has the authority to levy the per day fine starting on the date the citation was issued through the date the violation is corrected or from the day the violation was first observed by the code enforcement officer for repeat violations.
- (x) The name, work phone number and work address of the code enforcement officer and a statement that it is the responsibility of the person to contact the city for an inspection when the violation is corrected. The violation will be deemed to be in existence until the code enforcement officer determines that the violation has been corrected.
- (xi) The date, time and place the special master hearing will be conducted, if necessary.

(xii) A conspicuous statement that if the person fails to correct the violation and pay the civil penalty or to appear at the special master hearing to contest the violation, the person shall be deemed to have admitted that the violation exists.

(4) Cases in which a violator has been issued a citation, but who has failed to pay the fine and correct the code violation for which the citation was originally issued, may be brought before the special master. The special master shall have the right to levy additional fines for each day the violation was in existence beginning with the date of the citation through the date the code enforcement officer confirms compliance. The maximum fine shall be \$250 per day for first time violations and \$500 per day for repeat violations. It is the responsibility of the violator to notify the city that the violation has been corrected. The violation will be deemed to have continued until the code enforcement officer has determined that the violation has been corrected.

NOTICE OF VIOLATION PROCEDURE

(1) Any violation of a code that is not enforced by the citation procedure above shall be enforced under the below notice of violation procedure, unless other lawful enforcement procedures are pursued.

(2) Upon observing a code violation(s), the code enforcement officer shall issue a notice of violation, the contents of which are outlined below, which shall include a reasonable time to correct the violation. However, if the violation is a repeat violation, time to correct the violation shall not be required. If, upon personal investigation, a code enforcement officer finds that the person or property owner has not corrected the violation within the required time period, a code enforcement officer may refer the item to the special master for a hearing and action.

(3) A notice of violation issued by a code enforcement officer shall be in the form prescribed by the city and shall contain:

- (i) The date and time of issuance.
- (ii) The name and address of the person to whom the citation is issued.
- (iii) The date and time the violation was first observed.
- (iv) The facts constituting reasonable cause that a violations exists.
- (v) The section(s) of the code that has been violated and a description of the nature of the violation.
- (vi) The necessary corrective action and the date the corrective action shall be completed.
- (vii) In the event the issue is referred to the special master, a maximum per day fine of \$250 per day for each violation or \$500 repeat violation may be levied by the special master if found in violation. That the special master has the authority to levy the per day fine from the date the order of the special master is not complied with or from the day the violation was first observed by the code enforcement officer for repeat violations.
- (viii) The name, work phone number and work address of the code enforcement officer. A conspicuous statement that it is the responsibility of the person to contact the city for an inspection when the violation is corrected. The violation will be deemed to be in existence until the code enforcement officer determines that the violation has been corrected.
- (ix) The date, time and place the special master hearing will be conducted, if necessary.

- (x) A conspicuous statement that if the person fails to correct the violation

by the time allowed by the code enforcement officer and fails to appear at the special master hearing to contest the violation, the person shall be deemed to have admitted that the violation exists.

(d) A civil citation or notice of violation issued by a code enforcement officer shall be served as consistent with Section 3-107 below. The refusal of a person to sign the civil citation or notice of violation shall not affect the validity of the citation. However, any person who willfully refuses to sign and accept a civil citation or notice of violation issued by any code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. §§ 775.082 or 775.083. The civil citation or notice of violation shall contain all elements listed in this section.

(e) If a repeat violation is found or if a code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, or that the violator is engaged in a violation of an itinerant or transient nature within the jurisdiction while moving from place to place, or occurs under a special event permit, code enforcement officer does not have to provide the person or property owner with a reasonable time period to correct the violation or abate the nuisance and may immediately issue a civil citation or notice of violation.

However, a "fire safety inspector" as that term is defined in F.S. § 633.052, shall provide a violator a minimum time of 45 days to correct the violation, except for major structural changes, which may be corrected within an extended adequate period of time. A life safety code violation as per National Fire Prevention Codes may be ordered to comply in less than 45 days. In the event the violation continues to exist beyond the time specified for correction, a police officer or code enforcement officer shall issue a citation or notice of violation to the violator in accordance with the requirements of this section.

(f) If repeat violation(s) are found, the code enforcement officer shall notify the violator and advise him or her of the nature of the repeat violation, but is not required to provide that person a reasonable period of time to correct the repeat violation. The code enforcement officer may, upon notifying the violator of a repeat violation, issue a civil citation or a notice of violation to the violator in accordance with the provisions of this section. The case may be presented to the special master even if the fine for the repeat violation has been paid and the repeat violation corrected prior to the hearing. The special master shall have the authority to levy a per day fine beginning the date that the violation was first observed by the code enforcement officer.

(g) After issuing a citation or notice of violation to an alleged violator, the code enforcement officer shall deposit the original citation or notice of violation in a file for the special master, and shall deposit one copy thereof with the city's finance director.

(h) All fines imposed by civil citation or notice of violation procedure pursuant to this article shall be paid through the city's finance department and shall be paid by cash, check or other manners acceptable to the city, with coins only being accepted for any amounts which may require change to pay the exact amount.

(i) The provisions of this section are an additional and supplemental means of enforcing a code. Nothing contained in this section shall prohibit the city or special master from enforcing a code by any other means authorized by ordinance or statute.

Sec. 3-105. - Conduct of hearing.

(a) Special master hearings should be held once a month, but may be held more or less often as the demand necessitates. Minutes shall be kept of all special master hearings and all such hearings shall be open to the public. The city manager or designee shall provide clerical and

administrative personnel as may be reasonably required for the proper performance of his or her duties. At any hearing, a special master may continue any matter to a future hearing date.

(b) Each case before a special master shall be presented by a code enforcement officer, a member of the city's administrative staff, or the city attorney, any assistant city attorney, or any special counsel. The city attorney may present the case before the special master or serve as council to the special master, but cannot perform both functions on a single case. If the city prevails in prosecuting a case before a special master, it shall be entitled to recover all costs incurred in prosecuting the said case and such costs may be added to the fine and become part of any lien authorized under section 3-106.

(c) A special master shall proceed to hear the cases on the agenda for the respective hearing. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, however, fundamental due process shall be observed and shall govern all proceedings. Both the city and the alleged violator shall have the right to subpoena witnesses to testify at the hearing.

(d) A special master shall advise the alleged violator of the section of the code of which he or she is accused of violating and the nature of the violation. A special master shall first seek to determine whether the alleged violator admits the violation. If the alleged violator admits the violation, the special master shall hear such testimony and evidence as he or she deems necessary to determine the extent of the violation and appropriate fine amount. If the alleged violator denies the violation, the special master shall hear first from the city and any city witnesses and evidence, and the alleged violator shall have the right to cross-examine city witnesses. At the close of the presentation of the city's case against the alleged violator, the violator shall be permitted to present evidence, testimony of other witnesses and own testimony in defense. The city shall have the right to cross-examine the alleged violator and witnesses. The

city shall have the burden of proving the violation by a preponderance of the evidence.

(e) At the conclusion of the hearing, the special master shall issue findings of fact, conclusions of law and order imposing fine based on the evidence of record, and shall issue an order affording the proper relief consistent with the powers granted herein. If the special master finds the person in violation, the special master shall establish a per day fine amount that may begin accruing on the date the citation was issued and shall continue accruing until the violation is corrected. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns of said real property. Upon compliance and payment of the fine, the city shall record an order acknowledging compliance of the code violation and satisfaction of the fine. A hearing is not required for the issuance of such an order acknowledging compliance.

Sec. 3-106. - Administrative fines and liens.

(a) *Amount of fine.* A special master may impose a fine up to the maximum amount described in this subparagraph as provided below:

(1) A fine imposed pursuant to this section shall not exceed \$250.00 per day for the first violation and shall not exceed \$500.00 per day for a repeat violation; and, in addition thereto, may include all costs incurred by the city in prosecuting the case including city attorney fees and cost of repairs ordered by the special master. However, if a special master finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed \$5,000.00 per violation.

(2) In determining the amount of the fine, if any, a special master shall

consider the following factors:

- (i) The gravity of the violation;
- (ii) Any actions taken by the violator to correct the violation; and
- (iii) Any previous violations committed by the violator.

(3) Each day a violation exists shall constitute a separate violation for the purpose of assessing such fine.

(b) *Reduction of fine.* If the violation has been brought into compliance, a special master may reduce any fine imposed pursuant to this article upon the request of the person found in violation who will receive notice of the date and time of the hearing to consider the request. The City Commission shall also have the right to reduce the fines imposed.

(c) *Lien for unpaid fine.* A certified copy of the findings of fact, conclusions of law and order imposing fine may be recorded in the public records of the county and shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the real and personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city manager may authorize the execution of a satisfaction and release of lien entered pursuant to this article. No lien created pursuant to the provisions of this section may be collected on real property that is a homestead under Section 4, Article X of the Florida Constitution. Once the lien is recorded in public records, the lien shall accumulate interest at the same rate as a judgment. The City may also collect expenses incurred in correcting the violation such as mowing, debris removal, structure demolition, etc., as an assessment pursuant to [chapter 30](#) https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH30FI (finance), article IV (special assessment). In addition to the above, the city may collect the lien, including all costs incurred, by any other legal means.

Sec. 3-107. - Notices.

(a) All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested to the address listed in the tax assessor's office for tax notices, or by hand delivery by the sheriff or other law enforcement officer, or code enforcement

officer, or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In the case of commercial property, the notice may be provided to the manager or other person in charge. Further, in the event notice is provided by certified mail, return receipt requested, and acceptance of such notice is refused or is returned to the city, and additional notice is provided using the same address by regular U.S. mail delivery and said additional notice is not returned to the city, a rebuttable presumption shall arise that the violator has received notice of the violation.

(b) In addition to providing notice as set forth in subsection (a) notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in subsection (b)(1), such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in

subsection (b), shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

(c) The provisions of this section shall not apply to the enforcement, pursuant to F.S. §§ 553.79 and 553.80, as amended from time to time, of the building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued. For purposes of this section, "building codes" means only those codes adopted pursuant to F.S. § 553.73.

Sec. 3-108. - Appeals.

Except as otherwise provided herein, an aggrieved party, including the city, may appeal a final administrative order of a special master by certiorari to the circuit court of the county. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 days of the execution of the order to be appealed. The foregoing notwithstanding, appeals from dangerous dog determinations by the special master shall be governed by section 10-8 of this Code.

Sec. 3-109. - Duration of lien.

No lien provided by this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to collect the lien is commenced in a court of competent jurisdiction. In an action to collect a lien, the city is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the collection action. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

Division II - Nuisance Abatement Non-Statutory Process.

Sec. 3-200. - Special items declared a nuisance.

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

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

(b) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, including drug paraphernalia, including needles, and evidence of living outside or inside without proper utilities and proper disposal of sanitary sewage;

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

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

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

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

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

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

(i) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained, including but not limited to;

(1) There is an unusual sagging or leaning out of plumb of the building or structure or any parts of the building or structure and such effect is caused by deterioration or over-stressing to such an extent that there is a reasonable likelihood that the walls or other structural members may fall or give way.

(2) The building or structure has improperly distributed loads upon the floors or roofs, or the same are overloaded or have insufficient strength to be reasonably safe for the purpose used.

(3) The building or structure has been damaged or destroyed by fire, wind, or other causes and has become dangerous to life, safety, or the general health and welfare of people within or nearby the building or structure.

(4) The building or structure is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy, or is likely to cause sickness or disease, so as to injure the health, safety or general welfare.

(5) The building or structure has parts that are so attached that there is a

reasonable likelihood they may fall and injure members of the public or property in general.

(6) The building or structure is vacant and not sufficiently secured to prevent easy access to trespassers and vagrants, or is otherwise untended or unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

(7) The electrical, mechanical or plumbing installations or systems create a hazardous condition contrary to the standards of the Florida Building Code.

(8) An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

A building or structure poses imminent danger when:

(1) Unsound conditions of a structure, building system or portion thereof are likely to cause illness or physical injury to a person entering or occupying the structure;

(2) Structurally unsound conditions will likely cause a portion of the building or structure to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person or property nearby; or

(3) The condition of the property is such that it harbors or is inhabited by pests, vermin or organisms injurious to human health, the presence of which constitutes an immediate hazard to persons in the vicinity.

(4) A vacant structure that is unsecure and there is evidence of vagrants or squatters residing on the property without public utilities serving the property, including evidence of human waste: accumulation of garbage/debris evidencing residing on the property such as fresh food wrapping; the use of fire for light, heat, etc.

(j) Any accumulation of stagnant water permitted or maintained on any lot or piece

of ground;

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

(l) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by [section 70-173](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH70UT_ARTVSESEDI_DIV2CO_S70-173COARSESE) [<https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH70UT_ARTVSESEDI_DIV2CO_S70-173COARSESE>](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH70UT_ARTVSESEDI_DIV2CO_S70-173COARSESE);

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

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

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

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

(q) Vehicles and other equipment parked or stored in violation of the city regulations or ordinances, including, but not limited to [chapter 114](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH114ZO) [<https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH114ZO>](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH114ZO), divisions 6 and 7.

(r) Any other condition that constitutes a public nuisance as a threat to the public's health, safety and welfare as defined and determined under the law.

Sec. 3-201. - Prohibited.

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

Sec. 3-202. - General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this Chapter. The city shall initially attempt corrective action through code enforcement action outlined above.

(b) The city shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 3-200 above pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a code, such city official shall initially pursue code enforcement pursuant Division 1 above, unless an emergency condition, such as a building or structure poses an imminent danger, justifies other lawful response. The city official can request the special master authorize the city to enter the property for the removal or correction of any public nuisance other than the demolition of a structure, which shall be abated as set forth in Section 3-203 below. If the condition poses an emergency condition, in addition to any other remedy allowed under the law to remedy the emergency condition, the city may go directly to the city commission.

(2) If the property owner fails to correct the violation(s) pursuant to the order issued pursuant to Division 1 above and the nuisance condition still exists, the city official may pursue abatement pursuant to [section 3-2 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH3_EN_S3-2ABNUDE>](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH3_EN_S3-2ABNUDE)03 below.

(3) The term "property owner" as used in this section for purpose of issuance of a citation or notice of violation shall mean the owner for owner-occupied structures and vacant land and the owner and tenant for rental properties. The intent is to provide the notice to the owner of the subject premises and the individual in possession and control of the subject premises if not the owner. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required herein, shall be given to the same party receiving the notice of violation, and to the owner of the property removed.

Sec. 3-203. - Abatement of nuisance by removal or demolition.

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under section 3-200 above pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

(1) The violation(s) that exist on the premises and a cite to the code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in section 3-203(a) above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under section 3-200. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated within the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(d) Once property is removed at the direction of the city, the property shall become

the responsibility of the company removing the property. The property shall be disposed of by the company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

Sec. 3-204. - Notice requirements.

All notices required by this division shall be provided to the required party in one of the following methods:

(a) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(b) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(c) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(d) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(e) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (a) and (b), above, together with proof of publication or posting as provided in subsections (c) and (d), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

(f) In the event of an emergency, the city shall provide the notice required in (d) above with as much advance notice as reasonably possible, but the hearing may proceed if the posting is less than 10 days and without a title search and notice to creditors required above.

Sec. 3-205 - Lien for cost and collection.

All costs incurred by the city in abating the nuisance (including cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posting and publication expenses, as well as other direct or indirect costs associated therewith) may be recorded as a lien on the subject property and to the extent permitted, may be collected as an assessment pursuant to [chapter 30 <https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH3_0FI>](https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH3_0FI) (finance), article IV (special assessment). In addition to the above, the city may collect the costs incurred by any other legal means.

Division III - Section 893.138, Florida Statutes. Local administrative action to abate certain activities declared public nuisances.

Sec. 3-300. - Nuisance abatement.

It is the intent of this division to promote, protect, and improve the health, safety, and welfare of the citizens of the city by authorizing the special master with authority to impose administrative fines and other noncriminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing city circumstances when a pending or repeated violation continues to exist. The city hereby authorizes and delegates to the special master the right to enforce all of the city's powers, rights, duties and obligations as set forth in F.S. § 893.138, as amended. The city hereby adopts and incorporates all of F.S. § 893.138, as amended, as if specifically set forth herein.

Sec. 3-301. - Fines.

The special master shall have the authority to levy fines in the same manner as set forth in [section](#)

https://library.municode.com/fl/holly_hill/codes/code_of_ordinances?nodeId=PTIICOOR_CH2_AD_ARTIIIBOCOCO_DIV3COEN_S2-122ADFILI>3-106 above. In addition to the fines set forth above, the special master shall award to the city the reasonable fees and costs associated with the investigation of and hearing on the public nuisance, including all attorney fees incurred.

Sec. 3-302. - Continuing jurisdiction.

The special master shall retain continuing jurisdiction for a period of one year over any place or premises that has been or is declared to be a public nuisance.

Sec. 2-303. - Recording of orders.

Orders of the special master on public nuisances shall be recorded in the public records to provide notice to subsequent purchases, successors in interest, or assigns of the real property that is subject to the order. Recorded orders shall become a lien against the real property that is the subject of the order and may be collected as provided by law. The city shall be entitled to reimbursement of all costs, including reasonable attorney fees, associated with the recording of the order and foreclosures.

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 11th day of MARCH, 2025 for second and final reading.

Enacted and approved this 11th day of March, 2025, in Holly Hill



8. COMMUNICATIONS

A. City Manager Comments

Mr. Forte stated that he had contact the lobbyist because he wanted to update the engagement letter that we had with him but in doing that he realized that it's, he doesn't want to say it's perpetual but there's no termination to it. We have the right, either party has the right to terminate that agreement within 30 days providing one gives each other 30 days' notice. We're going to redo another engagement letter today but just keep that in mind that if we ever don't want to utilize lobbyist anymore, we just have to give 30 days' notice to terminate that agreement. Mr. Forte stated that the city did hire a stormwater engineer and he will start at the end of the month. He's going to have a lot to work on, in front of him. He's going to be full-time but only working 32 hours a week. He's not going to take the health insurance benefits. This is the same gentleman they have heard people make comments about that Ponce Inlet fixed their stormwater problems. He's the same engineer that worked at Ponce Inlet at that time and those problems were fixed.

B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny stated for the members of the public, thank you for complying with our new safety protocols. He thinks it's going to make the Chambers and City Hall much safer for everyone involved. Reminded the Commissioners about the upcoming Volusia League of Cities dinner in DeLand on March 27th.

D. City Commission Comments

Commissioner Johnson in the near future there will be a ribbon cutting for the indoor golf central center at the Volusia Sports Center; TPO meeting recently and tomorrow morning, pretty much the same discussions about LPGA Blvd., several other projects they're working on and hopefully the Pioneer Trail exist will begin soon; it's overdue for starting.

Commissioner Snow thanked staff for the extra precautions and safety at tonight's meeting. She thinks it's great.

Commissioner Currie thanked Kyle, one of our Code Enforcement Officers, a little black dog came running through her yard yesterday and he came, read the chip on the dog and they found the owner and happy he is safe. Enjoys seeing the public involvement at the meetings and hopes that it continues.

9. ADJOURNMENT

The meeting adjourned at approximately 7:45 PM.


Valerie Manning, City Clerk, CMC 3/11/2025


John Penny, Mayor 3/11/2025