

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 14, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - RON MCCARTHY

- 1. Positivity Award - Ron McCarthy
(Requested by Valerie Manning, City Clerk)

3. PRESENTATIONS

- 1. Holly Hill Arts Festival Presentations to UBIC and HHK-8
(Requested by Valerie Manning, City Clerk)
- 2. Police Week - May 12 - 18, 2019
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - April 23, 2019 Second Workshop on Water and Sewer Rates Recommendation for FY2020, April 23, 2019 Regular City Commission Meeting and April 23, 2019 Workshop on Fountainhead Project Discussion
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 2)

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

- 1. TPO Funding Agreement for FY2019-2020 with the City of Holly Hill
(Requested by Valerie Manning, City Clerk)
- 2. Disposal of Fixed Assets - the Attached List of Fixed Assets Have Been Identified as Being Surplus Property Available for Disposition Due to Obsolescence or Replacement.
(Requested by Catherine Colwell, Finance)

7. REGULAR AGENDA

1. Resolution -2019-R-28 A Resolution of the City of Holly Hill, Florida, Amending Resolution 2016-R-69; Amending Task Order No. 1 for Debris Monitoring with Contractor Tetra Tech, Inc.; and Establishing a Not to Exceed Amount for Debris Hauling and Monitoring; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

8. PUBLIC HEARING

1. Ordinance -2019-O-3016 SECOND READING - ORDINANCE 3016 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 6 (Alcoholic Beverages) Amending the Distance Restrictions and Adopting Specific Distance Restrictions Within the Community Redevelopment Area; Amending Section 78-14 (Definitions) to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2498)

Meeting: 05/14/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2498

2.1

Positivity Award - Ron McCarthy

This month's Positivity Award was chosen by City Commissioner John Penny, District 1.

HOLLY HILL
F L O R I D A
POSITIVITY
AWARD

**Thank You for Making Our Community
Positively Awesome!**

RON McCARTHY

May 14, 2019

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2505)

3.1

Meeting: 05/14/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2505

Holly Hill Arts Festival Presentations to UBIC and HHK-8

Pat Abernathy and Dr. Pam Fieldus from the Holly Hill Arts Festival would like to present a donation to both schools, United Brethren in Christ (UBIC) and Holly Hill K-8 School, during the May 14, 2019 City Commission meeting.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2504)

Meeting: 05/14/19 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2504

3.2

Police Week - May 12 - 18, 2019



PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA HONORING “NATIONAL POLICE WEEK / PEACE OFFICERS’ MEMORIAL DAY” MAY 12 – 18, 2019

WHEREAS, In 1962, President John F. Kennedy signed a proclamation which designated May 15th as *Peace Officers Memorial Day* and the week in which that date falls as Police Week; and

WHEREAS, the Police Officers of the City of Holly Hill are heroes who risk their lives to keep our families and communities safe; and

WHEREAS, these brave men and women sustain peace and order, and we look to them as models of courage and integrity; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United State have been killed in the line of duty, including 163 officers killed in 2018, according to the Officer Down Memorial Page; and

WHEREAS, the City of Holly Hill City Commission and the citizens join to pay tribute to these heroic men and women and honor Law Enforcement Officers who paid the ultimate sacrifice.

NOW THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, by virtue of the authority vested in me as Mayor, and on behalf of the City Commission, do hereby recognize ***May 12-18 as Police Week and May 15, 2019, as “Law Enforcement Officers Memorial Day.”***

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Holly Hill to be affixed this 14th day of May, 2019.

City of Holly Hill, FL

Chris Via, Mayor

Attachment: Proclamation - Police Week May 12-18, 2019 (2504 : Police Week Proclamation)



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

5.1

**City Commission
Agenda Item**

MEETING DATE: May 14, 2019
FROM: Valerie Manning
SUBJECT: Minutes - April 23, 2019 Second Workshop on Water and Sewer Rates Recommendation for FY2020, April 23, 2019 Regular City Commission Meeting and April 23, 2019 Workshop on Fountainhead Project Discussion
NUMBER: (ID # 2502)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the following meetings held on April 23, 2019:

- ✓ April 23, 2019 - Second Workshop on Water and Sewer Rates Recommendation for FY2020
- ✓ April 23, 2019 - Regular City Commission meeting
- ✓ April 23, 2019 - Workshop on Fountainhead Project / Discussion

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - April 23, 2019 - Second Workshop on Water and Sewer Rates Recommendation FY2020 (PDF)
- Minutes - April 23, 2019 - Regular City Commission meeting (PDF)
- Minutes - April 23, 2019 - Workshop with Fountainhead (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 23, 2019

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. WATER AND SEWER RATE STUDY DISCUSSION - SECOND WORKSHOP

1.

Water and Sewer Rate Study Recommendations - Continued Workshop Discussion for Proposed Rate Increase for FY2020

(Requested by Valerie Manning, City Clerk)

Patrick Luce, Stantec Consultant showed a PowerPoint presentation to the Mayor, Commissioners and staff for the Water and Sewer rate study and presented recommendations for the FY2020 rate increases. The following slides were shown.

Agenda

- Review
- FY 2020 Proposed Rates
- Interactive Modelling

Purpose of this Presentation

- On April 9, 2019 Stantec met with City Commission for a work session to discuss potential modifications to the Holly Hill Water and Sewer Utility rates as well as future revenue requirement needs.
- This presentation will review the impacts of the potential rate structure modifications discussed at that workshop, combined with the proposed rate increase for FY 2020.

Summary of Analysis

Rate Structure

- Equity of the current rate structure can be improved by applying the following structure enhancements:
 - No volume included in fixed charge for all classes
 - Poly first monthly charge based on meter size for non-residential customers
 - Increase the number water tiers

Revenue Sufficiency

- Rate revenue is not sufficient to meet operations and capital expenses
- Recommend increase water and sewer rates by 5.5% in FY 2020

FY2020 Proposed Rates

Water Rate Schedule With 5.5% Increase

Rate Structure

Fixed Monthly Charge **Volume's Rate (\$ per thousand gallons)**

Water Meter	Non-Residential	Non-Multifamily	Ther	Non-Multifamily
Size	Rate	Rate	Rate	Rate
1/2"	\$1.00	\$1.00	\$1.00	\$1.00
3/4"	\$1.00	\$1.00	\$1.00	\$1.00
1"	\$1.00	\$1.00	\$1.00	\$1.00
1 1/2"	\$1.00	\$1.00	\$1.00	\$1.00
2"	\$1.00	\$1.00	\$1.00	\$1.00
3"	\$1.00	\$1.00	\$1.00	\$1.00
4"	\$1.00	\$1.00	\$1.00	\$1.00
6"	\$1.00	\$1.00	\$1.00	\$1.00
8"	\$1.00	\$1.00	\$1.00	\$1.00
10"	\$1.00	\$1.00	\$1.00	\$1.00

Does not include \$3 per 100 RAR charge

Sewer Rate Schedule With 5.5% Increase

Rate Structure

Fixed Monthly Charge **Volume's Rate (\$ per thousand gallons)**

Water Meter	Non-Residential	Non-Multifamily	Ther	Non-Multifamily
Size	Rate	Rate	Rate	Rate
1/2"	\$1.00	\$1.00	\$1.00	\$1.00
3/4"	\$1.00	\$1.00	\$1.00	\$1.00
1"	\$1.00	\$1.00	\$1.00	\$1.00
1 1/2"	\$1.00	\$1.00	\$1.00	\$1.00
2"	\$1.00	\$1.00	\$1.00	\$1.00
3"	\$1.00	\$1.00	\$1.00	\$1.00
4"	\$1.00	\$1.00	\$1.00	\$1.00
6"	\$1.00	\$1.00	\$1.00	\$1.00
8"	\$1.00	\$1.00	\$1.00	\$1.00
10"	\$1.00	\$1.00	\$1.00	\$1.00

Does not include \$3 per 100 RAR charge

Monthly Single Family Water and Sewer Bill Impacts With 5.5% Rate Increase

Rate Structure

Property Type	Typical Volume (gals)	Current Combined Bill	Proposed Combined Bill	\$ Change	% Change
Single Family (1-2 gals)	1	\$1.00	\$1.00	\$0.00	0.0%
Single Family (3-4 gals)	2	\$2.00	\$2.00	\$0.00	0.0%
Single Family (5-6 gals)	3	\$3.00	\$3.00	\$0.00	0.0%
Single Family (7-8 gals)	4	\$4.00	\$4.00	\$0.00	0.0%
Single Family (9-10 gals)	5	\$5.00	\$5.00	\$0.00	0.0%
Single Family (11-12 gals)	6	\$6.00	\$6.00	\$0.00	0.0%
Single Family (13-14 gals)	7	\$7.00	\$7.00	\$0.00	0.0%
Single Family (15-16 gals)	8	\$8.00	\$8.00	\$0.00	0.0%
Single Family (17-18 gals)	9	\$9.00	\$9.00	\$0.00	0.0%
Single Family (19-20 gals)	10	\$10.00	\$10.00	\$0.00	0.0%

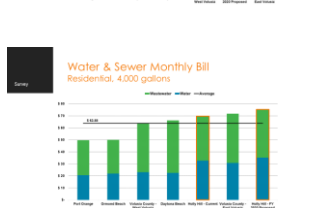
Current and proposed combined bills include \$3.00 RAR charge

Select Monthly Water and Sewer Bill Impacts With 5.5% Rate Increase

Rate Structure

Property Type	Typical Volume (gals)	Current Combined Bill	Proposed Combined Bill	\$ Change	% Change
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Single Family (15-16 gals)	8	\$8.00	\$8.00	\$0.00	0.0%
Single Family (17-18 gals)	9	\$9.00	\$9.00	\$0.00	0.0%
Single Family (19-20 gals)	10	\$10.00	\$10.00	\$0.00	0.0%

Current and proposed combined bills include \$3.00 RAR charge



3. ADJOURNMENT

The workshop adjourned at approximately 6:45 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 23, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Penny led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PRESENTATIONS

1.

Proclamation - Patricia Firouzadj Retirement

(Requested by Valerie Manning, City Clerk)

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA

HONORING

PATRICIA FIROUZADJ
RETIREMENT

WHEREAS, Patricia Firouzadj has been employed by the Boys & Girls Clubs of Volusia/Flagler Counties for 16 years; and

WHEREAS, Patricia started her career as a Program Specialist at the Rossmeyer Family/Holly Hill Unit on April 18, 2003. After a few months, Patricia was promoted to Program Director on October 10, 2003; and

WHEREAS, in November of 2008, Patricia was promoted to Unit Director at the Rossmeyer Family/Holly Hill Unit; and

WHEREAS, in 2009, Patricia was named “*Professional of the Year*” by the Leadership Team of the Boys & Girls Clubs of Volusia/Flagler Counties; and

WHEREAS, Patricia’s dedication to her job, her youth and her community can be seen throughout her entire career with the Boys & Girls Club. After 16 years, Patricia has made a lifelong difference in hundreds of youth in our community; and

WHEREAS, the Boys & Girls Clubs of Volusia/Flagler Counties and the City of Holly Hill are honored and blessed to have Patricia on their team and in the Holly Hill community.

Now, Therefore, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby recognize:

PATRICIA FIROUZADJ

and urge all our fellow citizens of Holly Hill to acknowledge, congratulate and honor Patricia on this very special day as she sets to retire and begins a new chapter in her life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 23rd day of April, 2019.

RESULT:	NO VOTE NEEDED
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2.

FY 2018 Comprehensive Annual Financial Report Presentation Presented by Tom Ford, BMC, CPAs.

(Requested by John McKinney, Finance)

Tom Ford from BMC, CPA Auditor, was present to show a PowerPoint presentation to the Mayor and City Commissioners the FY2018 Comprehensive Annual Financial Report.

RESULT:	NO VOTE NEEDED
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4. PUBLIC COMMENTS

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

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated he noticed in the presentation from the auditor that there’s an \$84 a head for culture and recreation and he was wondering how they got to that figure?

Mr. Forte stated he will wait for Ms. Colwell to come back from Finance and answer that.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, stated she is hoping with the opening of the Pickleball Court and the old gym equipment that’s used for the kids and all the other stuff

that, that stuff is being able to be saved as much as possible and not go to any private organization. She would like to see it go back into the city.

Lynne Smith, 107 7th Street, Holly Hill, stated she's curious of all the businesses that were not in compliance a few months ago, how many have come into compliance and how many have taken advantage of the sign grant?

Mr. Forte stated nothing's changed from the last time you asked.

Mrs. Smith stated, thank you. I must say, I think Laura got some wooden signs, wooden letters and painted them white and put them on the side of her building.

Mr. Forte stated she had inquired about getting a sign grant but never came in and dug onto the next level. He knows she was looking at a used sign to put up but she has not completed anything since then.

Mrs. Smith asked, so they have two more months?

Mr. Forte stated they have until a date in July 2019, he doesn't know the "day" itself but it's sometime in July.

Mrs. Smith stated, thank you.

Joe Sullivan, Chief Professional Officer for the Volusia/Flagler Boys and Girls Club was present to wish Ms. Pat congratulations on her retirement and appreciated all the years she has put into the community and the club and informed the Mayor and Commissioners about the Annual Report 2018 that each of them have on the dais for their review. Thanked the city for all the support over the years and continued support.

5. APPROVAL OF MINUTES

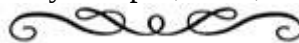
1.

Minutes - April 9, 2019 Workshop - Water and Sewer Rate Study and April 9, 2019 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of April, 2019, in Holly Hill



6. CONSENT AGENDA - ITEM (1)

1.

MOU - Holly Hill Police Department and Gunbusters for the Safe and Secure Destruction of Confiscated Firearms that Are No Longer Needed as Evidence.

(Requested by Steve Aldrich, Police)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda?

Commissioner Currie asked if they can pull the MOU - Holly Hill Police Department and Gunbusters item for a question. Commissioner Currie stated she knows that they are destroying the guns, why are they not in a program with Florida Gun Exchange or what have you, to work a deal out for them to buy them? Was it that they won't do it? She knows that they did years ago.

Police Chief Steve Aldrich stated years ago there were times that the Police Department auctioned the guns and stuff like that but times have changed and it's just better to dispose of them. The last few times they've been taking them to a smelt, which cost them about \$500 a trip.

Commissioner Currie stated, thank you. That's all she needed to know.

Mayor Via opened public participation. No one spoke.

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



7. REGULAR AGENDA - NONE

8. PUBLIC HEARING

1. Ordinance

SECOND READING - ORDINANCE 3016 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 6 (Alcoholic Beverages) Amending the Distance Restrictions and Adopting Specific Distance Restrictions Within the Community Redevelopment Area; Amending Section 78-14 (Definitions) to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, stated this is to consider the adoption of an Ordinance of the City of Holly Hill, Florida, which amends the Land Development Regulations (LDR) by amending Chapter 6 (Alcoholic Beverages) and it looks to amend the distance restrictions and adopt specific distance restrictions within the Community Redevelopment Area (CRA) and it also amends Section 78-14 (Definitions), which is where the city contains most of their definitions within the LDR. Chapter 6, is titled, "Alcoholic Beverages," and

it establishes things like restrictions on location as to where alcoholic beverage establishments can be located, rules on consumption, hours of sale and definitions in order to help those that read that chapter understand it more clearly. For example, within that chapter, right now, the requirement is that a minimum of 750 feet has to exist between an establishment that serves alcohol, such as a bar, and an established church or a school. If it's a restaurant, however, where the sale of alcohol is something that's incidental to the sales of food then that distance restriction or requirement from it can go down to 200 feet from a church or a school. Those requirements, those distance requirements that he's talking about, apply equally to a church or a school that wants to locate near an establishment that serves alcoholic beverages. In July of 2008, the City Commission did adopt a couple of Ordinances 2834 and 2844. Those brought about some minor changes to Chapter 6 but overall, the requirements that are contained in the LDR today have been there for over 35 years and a lot has changed in 35 years. The purpose of this proposed Ordinance is to attempt to address some of the changes that have occurred through the years. One of the proposed changes and probably the most noteworthy, is to reduce the separation requirements for establishments that serve alcohol from houses of worship and schools and that's made for a few reasons:

1) staff has received comments from those, some business owners along the corridor who say they haven't been able to rent their establishment to possibly a mom and pop that wants to have a small restaurant and serve beer and wine because they haven't been able to because of the distance requirements.

2) it would enable Holly Hill to compete more effectively in the area with its neighboring jurisdictions that abut Holly Hill and some that do not but are close by, either have less of a restriction than Holly Hill does or have no restriction at all when it comes to locating churches from establishments that serve alcoholic beverages.

3) also within the corridor or the Redevelopment Area, it will help to facilitate economic activity.

For example, the proposed Ordinance reduces the separation requirement for full liquor service establishments, where the sale of alcohol may be more than the sale of food, from 750 feet to 375 feet from a church and 500 feet from a school. The reason why it's 500 feet from a school is because that's a State requirement. The State, however, does not address any distance requirements from churches. That's where that 500 feet comes from. Currently, within the Community Redevelopment Area (CRA), Type A restaurants, which are defined in the city's Code, is basically restaurants where you sit down with a menu and someone serves the food to you, that sells beer and wine only and where those sales of beer and wine are incidental to the sale of food. The distance is 200 feet, that's the requirement from a house of worship or a school. The proposed Ordinance, however, does not prohibit locating closer than 200 feet from a house of worship or a school, as long as the property lines don't directly touch those upon which, where a church or school is located. Another proposed change has to do with Sica Hall. Section 6-2(b) of the Land Development Regulations, right now you can have wine and champagne. Those can be consumed within Sica Hall but only for wedding receptions. The proposed Ordinance would allow the addition of beer and they can have wine and champagne, that can be served and consumed inside of Sica Hall for other events, as well. It does add the

requirement that a Law Enforcement officer be present during the event, if alcohol is served and this would be at the host's or applicant's expense. Also, the proposed Ordinance adds language to Section 78-14 entitled Definitions, and what that does is it clarifies and updates some of the existing definitions, and it creates some new definitions for establishments for things that are becoming more and more popular but that the city doesn't have a definition for. For example, brewpubs, craft distillery, and the city doesn't have a definition for what constitutes a public and private school. So, those have been added as well. On April 1, 2019 the Board of Planning and Appeals voted unanimously to recommend approval of this Ordinance. Staff's recommendation is to adopt the proposed Ordinance amending the Land Development Regulations by amending Chapter 6 (Alcoholic Beverages), amending the distance restrictions and adopting specific distance restrictions within the Community Redevelopment Area and amend Section 78-14 (Definitions) to add definitions to that chapter.

Mayor Via asked if there were any questions from the Commission.

Commissioner Penny stated it has to do with Sica Hall and the requirement for the Law Enforcement Officer. He wants to know if a city like South Daytona requires the same off-duty Law Enforcement Officer at the Piggotte Center?

Attorney Simpson stated, they don't.

Mr. Forte stated that section is up for interpretation by the Commission. The reason that staff put that in there is that the city is going from allowing champagne and wine at a wedding to allowing beer and wine for any occasion. For any time someone wants to rent it. Staff's concern comes in that any group of people that needs a place to party, can now go use Sica Hall and that's what staff wants to try and control. He doesn't know if hiring a Police Officer out of the gate is absolutely is needed but they certainly need to address it. If the Commission has some recommendations, they can certainly make those changes between first and second reading. His concern is that a completely unattended party, thinking outside of the wedding, that may take place there, that should have some type of supervision.

Commissioner Penny stated and that may be a concern but he thinks he would check with the City of South Daytona. The Piggotte Center has been open for ten/twelve years, let's see what their track record is. Let's don't over react to a situation that may not happen.

Mr. Forte stated the others require an insurance writer.

Commissioner Penny stated have a higher security deposit or something if they are going to have alcohol there.

Mr. Forte stated staff can do that instead. Is a higher security deposit.

Attorney Simpson stated he knows that South Daytona charges a higher fee. He doesn't remember any requirement for Law Enforcement but theirs is also full alcohol too, not just beer and wine.

Mayor Via asked how much is our fee for Sica Hall?

Mr. Forte stated the hourly rate...he thinks it's about \$25 an hour, two hour minimum and then the deposit and there might be a setup fee.

Mayor Via stated he likes the idea of raising the deposit.

Attorney Simpson stated South Daytona's would probably be several hundred dollars. When they have their office Christmas party at the Piggotte Center they take both facilities and they don't have to do that but it would probably be \$600 to \$700. He can find out but it would be significantly more.

Mr. Forte stated staff will look at it.

Commissioner Currie stated as far as the officer at Sica Hall, and she's putting this out there for everybody, instead of increasing the fee, would it not be a little bit more feasible that if they said they're not going to have an officer, they're going to do a six-month trial, see how it goes, see if there's any issues that are brought up and then they can look at it again. She is completely opposed to a lot of the fees they have now for different facilities. She is absolutely not in favor of increasing fees for Sica Hall, period.

Mr. Forte stated he's going to try and change her mind on that because if somebody is going to use Sica Hall for a wedding venue and coming from a guy who had two weddings to do and both venues he chose cost \$5,000 just to open the doors. Now, he's not saying the city is going to charge \$5,000 but he thinks \$25 an hour for a wedding venue that allows alcohol, is extremely generous.

Commissioner Currie stated she can go for that but she's talking about, she's not for charging some astronomical fee that's been thrown around many years ago.

Mr. Forte stated he doesn't know what that fee is but what he's envisioning is allowing alcohol at Sica Hall should increase its popularity to allow the city enough revenues to come in and spruce the building up both inside and outside and generate...

Commissioner Currie stated and it would make it appealing.

Mr. Forte stated almost...right but generate, *almost*, as an Enterprise Fund that would be self-sufficient, *almost*.

Commissioner Currie stated but she is not for right out the bat, right out the gate, "we have to hire an officer, there's going to be problems", they don't know that.

Mr. Forte stated they can trade that out. They can look at the higher deposits as an alternative to hiring an officer and maybe depending upon the event...he doesn't know yet. They will have to look and see.

Commissioner Danio stated we just want to cover ourselves.

Mr. Forte stated, right.

Commissioner Currie stated she guesses that is something that they need to discuss.

Mr. Forte stated and having an insurance policy is the other option.

Commissioner Currie stated, okay.

Mayor Via stated he thinks Commissioner Penny kind of hit it on the head with saying that they're kind of creating a solution to a problem that doesn't exist quite yet, so maybe there is some credence and that could be mentioned in a motion later on that maybe they take that requirement out and then if it becomes a problem, staff can let the Commission know and they can come back and touch it up then.

Commissioner Currie stated and just so she's clear, they're talking about an Ordinance change of 100 feet with alcohol that's going to be consumed within a church, 100 feet within a church, is that correct?

Commissioner Penny and Mayor Via stated, no.

Commissioner Currie stated she's reading it wrong then. Mr. Walker, can you please clear it up for me?

Mr. Walker stated currently, if you are an establishment that serves alcoholic beverages, such as a bar, right now you have to be 750 feet away from a church or a school. That's how it stands now. The Ordinance reduces that to 375 feet from a church and 500 feet from a school. The requirement of 200 feet has not changed. That's if you are an establishment and you have beer and wine and those sales are incidental...

Commissioner Currie stated like a restaurant.

Mr. Walker stated, right. Where most of the sales come from food and non-alcoholic beverages, it's 200 feet.

Commissioner Currie stated it's 200 feet for restaurants and church.

Mr. Walker stated right now, for both.

Commissioner Currie stated, okay.

Mr. Walker stated as long as those sales are incidental to the sale of food and non-alcoholic beverages. It goes up once it's a bar or most of your sales are coming from alcohol. So, even if you're a restaurant but you're a bar in the restaurant and more of your sales are coming from the alcohol then the distance requirement currently is more.

Commissioner Currie stated, okay.

Mr. Walker stated if you are a Type A restaurant, which is a sit down, menu, food service

and you hold a special food service license, which is issued from the State but has certain requirements for size. For example, it says you have to be 2500 square feet in area, you have to be able to serve at least 150 people at one time then there is no distance requirement. But a lot of folks cannot meet the requirements to get the special food service license. Within the CRA, it's proposed within the Ordinance, that if you're a sit down restaurant, your sales of alcohol are incidental to the sale of food then you can locate up to...your property lines can't touch. If you're a parcel away or a lot away, you're okay.

Commissioner Currie stated, okay. She knows that the city doesn't have any schools on US1, in the Overlay District. They have daycares.

Mr. Walker stated, right but those wouldn't qualify.

Commissioner Currie stated but the city doesn't have any real schools. They used to have Trinity School but they're no longer a school, they're just a daycare.

Mr. Walker stated, right. When the State talks about a school they specifically talk about them as being "*public*" schools. For example, an elementary school, middle school or junior high school and high school.

Commissioner Penny stated Mr. Walker, I understand the delineation for the CRA Type A restaurant but are we being a little short-sided, can't a Type A restaurant...when he thinks of a Type A restaurant, he's thinking of a *Chili's* or an *Applebee's* or something like that, correct? It's a large restaurant and they serve alcohol as a compliment to their food. Less than 51% of their sales is alcohol. But if the city was lucky enough to get a *Applebee's* or a *Chili's*, the city couldn't let them come in because they serve more than beer and wine. If they're looking at the CRA to help Mr. Conte recruit full-service restaurants, most...we're thinking of little mom and pop, we're thinking of Commissioner Danio's place where he has beer and wine at his restaurant, we're not thinking the big picture at a larger facility, are we handcuffing ourselves by doing that?

Mr. Walker stated a larger restaurant would have the special food service license.

Commissioner Penny stated, right but the special food service license and serving beer and wine *only*, why do we even...if they have a special food service license, why do we then restrict it to beer and wine only?

Mr. Forte stated because it says "no special food service license", the last item. So, if it does have special food service license, they can serve beer and wine.

Mr. Walker stated they can situate right next to a church.

Commissioner Penny stated, okay.

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners:

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, mentioned that she spoke at the BOPA meeting when this was first brought up and she believes she made a mistake and she needs to make a correction concerning the house of worship. Does it take precedence if they have other activities going on? She mistakenly thought that it was whatever activity was more predominant, that's what the restrictions were. She does see here, it says, "Such uses are treated as principle uses and subject to the standard and limitations applicable to such uses." The next question is, they now have one parcel with two principles and there's nothing in the paperwork here that says what principle takes precedent. Such as UBIC, which is both a church and a school. Does there have to be some statement that says that the school has priority distance, measurement requirements? Since they're talking about the CRA, it would be nice if in the attachments, that had the CRA map within this agenda packet so there's no confusion what areas are part of the CRA. If a few more schools came on US1, that could completely block a lot of development because there are restrictions or even other areas on LPGA Blvd., if schools came in. It would really restrict a lot of other businesses from coming in.

(Unfortunately, the recording machine did not finish recording the rest of the meeting. The system has been checked and a new SanDisk has been purchased)

The others that spoke to the Mayor and City Commissioners were:

Gilles Blais, 710 Magnolia, Holly Hill shared his comments with the Mayor and City Commissioners.

Nancy and Phillip Waby (?), owners of Ted's II Breakfast restaurant at 518 Ridgewood Avenue, Holly Hill, shared their concerns about their property being vacant for many years and not able to rent it out.

Mayor Via closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 5/14/2019 7:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte discussed Universal Engineering Sciences, Inc., with the Mayor and City Commissioners. He has a work authorization and proposal acceptance form from them that the Building and Zoning / Permits and Licensing Department can use while Mr. Walker finds a replacement for a Building Official. Larry Hites last day will be Friday.

Mr. Forte asked if he could waive the bidding process until an interim Building Official was hired.

*Commissioner Penny made a motion to **APPROVE UNIVERSAL ENGINEERING SCIENCES, INC., WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM UNTIL AN INTERIM BUILDING OFFICIAL HAS BEEN HIRED**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte asked for a motion to ACCEPT the Audit Report from BMC CPA's tonight's presentation.

*Commissioner Currie made a motion to **ACCEPT THE FY2018 COMPREHENSIVE ANNUAL FINANCIAL AUDIT REPORT FROM BMC CPA's**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. City Attorney Comments
None.

C. City Commission Comments
The Mayor and Commissioners congratulated Ms. Pat on her retirement from the Boys and Girls Club and wished her well.

D. Mayor's Comments

10. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 23, 2019

City Commission Chamber Workshop - IMMEDIATELY FOLLOWING REG CC MTG 8:00 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

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

2. FOUNTAINHEAD PROJECT DISCUSSION

Mark Watts, Attorney with Cobb Cole, 231 N. Woodland Boulevard, DeLand, stated he wanted to talk to the Mayor and Commissioners about a couple of things. Hopefully, they've been out and have seen all the activity that's going on, on the Synergy/Fountainhead Development site. He drove by there today and have been by there over the last several months and drove by there today and was amazed by the amount of activity that there is going on and it's good to see that. Attorney Watts stated they scheduled this workshop tonight to talk to the Mayor and Commissioners about a couple of changes that they wanted to propose the Redevelopment Incentive Agreement. If they recall, two years ago, they finalized that and they've been proceeding under it but they wanted to talk about a specific change that they would like to move forward with, with regard to timing acquisition for Parcel 1 and because the way the existing Incentive Agreement reads, that would require an amendment. Before staff took time to draft an amendment, they wanted to take time to come and talk to the Mayor and Commissioners about it and get their feedback, get their reaction to the change to make sure it was something that would be an acceptable thing to do. The principle issue is that...two things. In the existing Incentive Agreement, Phase 1, which is occurring on Parcel 2 under the plat right now, is identified as 27,000 square feet of office building and they've ended up coming in right around 23,000 square feet. They need to do an amendment to the Incentive Agreement to recognize that reality. What was 27,000 square feet has come in at 23,000 square feet and that is tied to a trigger that lets them move forward with the purchase of the second parcel. They would like to come in and revise that so that they can move forward with the acquisition of the parcel. The other piece, under the Incentive Agreement is that the existing language requires that everything under Phase 1 that's occurring on Parcel 2 be completed before they can exercise the option under the existing agreement to close on Parcel 1. They've seen all the activity that's going on, they see the utilities being installed, the grading and all the other work that's going on, he thinks one of the things that have occurred to Mr. Meyer and his company moving forward is that it will

be a lot more efficient to just keep rolling with that activity and keep working towards getting the uses, getting Parcel 1 ready for the uses that are permitted under the MPUD. That is kind of the principle issue they wanted to talk to the Mayor and Commissioners tonight about. To see if that is something they are receptive to and if so, he asks that staff work with him and his staff to bring that amendment back to the Commission at the next available meeting. At the same time, he thinks there may be some other things. Anytime you work on a document and you put it down and it's been sitting there for a couple of years, there's often things you pick up and think, "okay, well, we need to make sure that these things are clarified or this timing still works for everybody", and so he thinks it would be a good opportunity to generally go through and make sure that everything from a timing standpoint, from a sequencing standpoint, still works the way that they all intended and expected it to. But the Parcel 1 acquisition is the key here. They think it makes sense from an efficiency standpoint to begin moving forward with that as well and begin integrating it into the overall development. With that, he will pause here to see if there's any discussion on that point. *(This is the memo that was sent to the City Manager, Mayor and Commissioners from Mark Watts, CobbCole on behalf of Fountainhead Developers, LLC dated April 23, 2019)*

Memorandum

To: Holly Hill City Commission

From: Mark A. Watts, CobbCole, on behalf of Fountainhead Developers, LLC

Date: April 23, 2019

Re: Discussion Points for Workshop Regarding Proposed Revisions to Fountainhead Incentive Agreement

Members of the Commission,

I look forward to meeting with you this evening to discuss our request for revisions to the current Redevelopment Incentive Agreement between the City and Fountainhead Developers, LLC. In advance of the meeting, I wanted to provide a brief overview of the potential revisions we intend to discuss this evening. They include:

- 1) Updating the Agreement to reflect the actual scope of Phase 1 (23,000 sf vs. 27,000) and the timing for acquisition of Parcel 1 by Fountainhead. If Parcel 1 is acquired, we also want to update the agreement to reflect the expedited timing for improvements to Parcel 1 for additional development.
- 2) We also want to make sure the Agreement reflects the current priorities of both the City and Fountainhead regarding the timing of the overall development of the property and ways in which timelines for certain aspects of the project can be advanced.
- 3) Finally, it has been more than 2 years since the initial Agreement was approved and there may be cleanup revisions that should be made to true-up the initial intent of the Agreement with the current status of the project.

Thank you for your time and I look forward to meeting with you this evening.

Attorney Watts stated he put this memo together earlier today to send over to Mr. Forte to provide the Mayor and City Commission some kind of an agenda or subject list to discuss through this evening but item number one on that list is really the key point that they wanted to talk about and then item number two is just making sure that all the other timing that's in the existing Incentive Agreement continues to make sense based on the adjustment they are asking the Commission to consider under item number one and then any final cleanup that as

they're going through the document would seem to make sense. While he hasn't been here for a while, Attorney Simpson and himself have done more drafting together since they've finished up on this one, working on the Auto Mall project over in Lake Helen. Attorney Simpson and himself continue to work very closely together and thinks they can knock out the changes rather quickly.

Mr. Forte stated initially when Attorney Ferguson came to see him it was with regard to purchasing Parcel 1, which is the parcel that's a little bit closer to LPGA Boulevard. It's just south of the area of the project where they are currently working. His initial concern with that was they are, in the Incentive Agreement, there's a \$190,000 employee incentive that the city was going to withhold instead of paying them for the job incentive for employees that they would have on site, the city would hold that money back instead of the city giving it to the developer and then the developer paying the city for the land. It just wasn't worth flopping the money like that. So, his initial response was, "well, we can't do that because the jobs aren't there yet." But, when they talked to Attorney Simpson, it went a little bit further because that's all I was thinking about was the job incentive money and it actually goes a little bit deeper than what Attorney Watts had alluded to is that according to the Incentive Agreement, all of Phase 1 on Parcel 2 is supposed to be completed before they can purchase Parcel 1.

Attorney Simpson stated and to add to that, the headquarters and all employees relocated as well.

Mr. Forte stated well, that would happen if it was completed.

Attorney Simpson stated, right.

Mr. Forte stated the headquarters has to be there, the employees have to move in and all the items on Phase 1 on Parcel 2 would need to be completed. On Exhibit "C", they will be able to see, there's a color code that the majority of everything on that exhibit needs to be complete except the, he'll call it the three (3) buildings that wrap the front and sides of the media center. That's designated to come at a future phase undescribed.

Commissioner Currie stated so basically, the north side.

Mr. Forte stated, no. It could be the north, south and east side of the building.

Commissioner Currie stated, okay.

Attorney Watts and Mr. Forte stated that wraps around it.

Mr. Forte stated that comes out in a phase at a later date undisclosed at this time.

Attorney Watts stated, right.

Commissioner Currie stated, okay.

Attorney Watts stated those are the principle things. Just to let the Commission know, from a timing standpoint, as it sits right now, he thinks Mr. Ferguson, his partner, have been working on where the existing business is and the timing for relocating from there, staff has been really good as a partner and working with them through the building permit process and the site development process, they are projecting right now by the end of May 2019 to be

relocating the headquarters operation onto the property (1200 Center Avenue). That's the current projection and target for that, which he knows is kind of one of the days that they've all been waiting for from the beginning, especially from when he's been involved with this project, so it's a good thing to have an end-date in sight.

Mayor Via stated, Attorney Watts may have already said this but clarify it for him again, is the purpose of this is to jump start development on Parcel 1?

Attorney Watts stated it's to jump start development on Parcel 1. He thinks one of the things he thinks they've come to realize going through this is there is some efficiency there. Again, they're out on the site, they're working on the site, there are facilities that can be shared between the two sites, they can continue rolling with the site design and the utilities and the stormwater design and everything else and keep that process moving and roll it right on to Parcel 1 so that they can come back in and update the site plan and continue working on there to get that site pad ready as well, so that hopefully they can begin as soon as they've got the employees relocating at the end of May 2019, that's going to be the thing that will start driving demand for restaurants and daycares and the other things that are intended on Parcel 1. They just think it would make a lot more sense for them to work toward that Parcel developing those partnership uses starting to move forward on that Parcel, as well as, the sites being occupied by Synergy.

Mayor Via stated and by the end of May 2019, they're going to be transporting people over there?

Attorney Watts stated yes, by the end of May.

Mayor Via asked if there are any questions from the Commission?

Commissioner Penny stated his concern is that, he's been involved with this project from the beginning from a conversation at a table and so, he's stay apprised of it and when he was informed of the workshop, he doesn't think anyone's looked at this for two years. It's a very complicated document. His concern is that they have new Commissioners that have never seen this document and we talk about amending a document, that he thought he had a thorough understanding of until he went back and looked at it and said, "Oh, wow, it says this", and so, why were these conditions put in place? It's always been about jobs and job creation and rewarding Fountainhead for the jobs that are created. He went by there yesterday and there's a lot of...it's like an ant farm. There's people working inside and outside. There's a lot of stuff going on. He doesn't want to hold up the progress. He knows there's a sense of urgency, they have some hard deadlines that they need meet here but he's just trying...his apprehension is whenever they make a quick decision, they often make mistakes and is it fair for this Commission to come back and make an amendment to a contract they've never seen? He's met with Mr. Forte about it for a little bit but I don't think he's been able to brief any of the other Commissioners besides himself on this. It just came up. But with that in light, he's trying to come up with a happy medium of how do we move cautiously forward but not miss our deadlines?

Attorney Watts stated he thinks that's a very valid approach to, and he thinks it's really consistent to what they're asking to do. We can't make any changes to the agreement today. All we're asking is if, we're really focused on the timing of the acquisition of Parcel 1, which

has some very distinct sections in the agreement that are implicated in the amendment that we would need to do. What we propose is that we work with staff and then come back to the Commission with a black line amendment of the document that lets the Commission see the entire document, lets them see the amendments in context of the entire document and maybe they can even work with staff to prepare a summary to what those changes are so that it comes back on a later agenda, when they have time to look at it, they have time, several weeks to digest what it is we're changing and what we're asking to do.

Commissioner Penny stated his concern is that government...the only thing that moves slower than government is church work, and we're talking May 2019. We're talking five to six weeks away. If they don't cross one "T" or dot one "I", we're two weeks off again and then this whole thing is in chaos.

Attorney Simpson stated he thinks the timing from an acquisition, and Attorney Watts can correct him, he thinks the Commission would have to approve it at the first meeting in May 2019 because they would have to close by the end of May 2019 and if they take it to the second meeting in May 2019, that probably doesn't give enough time for closing because he talked to the Lenders council today and they said they can't close by the end of the month anyway, with it being April and here we are at the fourth meeting of the month. So, the change would have to be approved at the first meeting in May 2019 to give the city time to do the closing. He thinks doing it at the second meeting, the fourth Tuesday in May 2019 and then trying to close by the end of May would be...

Attorney Watts stated he thinks as long as they were mid-month, he thinks that's May 14th is the next meeting.

Attorney Simpson stated, yes. I think that's what we would have to shoot for.

Attorney Watts stated ideal, yes. From a timing standpoint, it gives them roughly three weeks to work through the amendment, to get that out and circulate it.

Attorney Simpson stated he would also throw out there, in looking at it and he will defer to Mr. Walker, the City Planner, he thinks it also implicates some language in the MPUD Agreement.

Attorney Watts stated, it may.

Attorney Simpson stated there's some language in there about phasing and what's in the phasing so that needs to be considered as well.

Attorney Watts stated, right.

Mr. Forte asked what is Parcel 1 going to be used for?

Attorney Watts stated Parcel 1 is approved under the MPUD for, he thinks it's all of the ancillary uses, the employee support uses, daycare, there's a fitness facility.

Mr. Forte asked why the urgency for that now?

Attorney Watts stated he thinks that the primary thing that has been driving it is the realization that there's efficiency there and the fact that they're moving the employees to the site is going to be the thing that starts driving the demand for those other uses.

Mr. Forte asked is there an issue with required parking on Parcel 2? Do they have enough parking on Parcel 2 for employees to get in there?

Attorney Watts stated as far as the improved parking, he's not sure that they will from day one so there are existing parking areas on Parcel 1 that they will be able to use as well. That will, also again, going to the efficiencies of it.

Mr. Forte stated his concern is going to be, once that parcel's purchased, they have to join it to Parcel 2.

Attorney Watts stated, correct.

Mr. Forte stated then they have to do a site plan and his experience with the last site plan is it took a very long time.

Attorney Watts stated, right.

Mr. Forte stated and they're not going to be able to allow any construction on Parcel 1 until the site plan is approved.

Attorney Watts stated, right. But he thinks at that point, once they move forward with it, from an efficiency standpoint and hopefully with the revisions and the site plan coming in on Parcel 1, he's hoping that will move forward in a much more...

Mr. Forte asked how far along are they with a site plan for Parcel 1?

Attorney Watts stated the site plan is underway and he knows there were some minor amendments that were being done to that, that his paralegal is working on those today.

Mr. Forte stated, okay.

Attorney Watts stated that all is ongoing.

Mr. Forte stated those are some of the things that they need to talk about and figure out. Site plan, time involved with the site plan, parking on Parcel 1 because there's not enough parking available on Parcel 2 for the folks to move in and the city doesn't want that to be a hold up but he also wants to be aware of the...it's a performance based Incentive Agreement.

Attorney Watts stated, right.

Mr. Forte stated and he has to protect the city, so if they're reducing some of the criteria, some of the performance in Parcel 2, there's got to be a trade-off.

Attorney Watts stated and he thinks that's absolutely fair. He thinks they need to have that conversation and see what the appropriate trade-off is.

Mr. Forte stated remember, the city was promised a deliverable in exchange for an incentive, the city has to make sure it gets its deliverable in order to pay the incentive.

Attorney Watts stated, right.

Mr. Forte stated and part of the answer to that is, I know is, of course we're going to perform, you're holding \$600,000 that we can get.

Attorney Watts stated there is an incentive there to recover that...

Mr. Forte stated I know that's the bottom line answer.

Commissioner Danio stated Mr. Forte, we're not going to get our full deliverable as it stands now though, it sounds like.

Mr. Forte stated he doesn't know what that means. Right now, they're saying their 4,000 square feet short of this portion of the phase.

Attorney Watts stated but what that trigger would be...

Commissioner Penny stated on Phase 1 on Parcel 2.

Attorney Watts stated perhaps, one of the changes they can make as they work through the MPUD is work on the names (?). They have a potpourri of references in there but he thinks Mr. Forte's point is well taken with regards to, they do have performance based incentives that are structured into this but he thinks it's fair for them to look at this and say, "Okay, we've got 80% or 85% of what was in Phase 1 is what's been completed at this point in time, so maybe they readjust..."

Commissioner Penny stated they're going to have more in their square footage later and they're going to get it back anyway.

Attorney Watts stated, exactly.

Commissioner Penny stated it's just a matter of *when* do you get it.

Attorney Watts stated from a timing standpoint, he thinks they can certainly discuss those adjustments and making sure the city's...what you're paying out you're not now paying more for what you were expecting.

Mr. Forte stated the question is, they're seeking direction from the Commission to open up and negotiate the Incentive Agreement to allow for modifications, especially the MPUD, to allow for modifications both of the developer's request for changes to purchase Parcel 1, as well as, the city's request for modifications to the incentives, whatever that may be.

Commissioner Penny asked can they do that in one reading? Can they do that at the next meeting or does that take multiple readings?

Attorney Simpson stated the changes to the Incentive Agreement is just one reading. The changes to the MPUD depends on whether it's major or minor. If it's minor, Mr. Forte can approve those administratively.

Commissioner Currie stated first of all, why are they reducing Parcel 2 from 27,000 square feet to 23,000?

Attorney Watts stated as they've gotten into the construction, using the existing buildings and doing the renovations that were in there, it was simply, he thinks, two-fold. One, it was the number that came in with the reutilization of those existing structures. Number two, some of the additional construction that was initially planned, they dealt with construction cost increases that were not anticipated. He knows he's working with the County right now on some of their road projects and they have an 8% annual escalator going into every agreement for construction costs. They have had cost overruns. He thinks Mr. Meyer and his company

are about \$3 million dollars into this project right now and that's more than they anticipated being into at this point in time.

Commissioner Currie stated and that's commendable. However, when they first started out with this and Commissioner Penny and herself, they tried *diligently* to make sure it was fair for Mr. Meyer and his company and for the city and our constituents because there has to be a happy medium between both. She felt as though they've accomplished that. Her fear was, they get down the road, things are going to change. She doesn't like change like that. She doesn't understand why they're having to go from this rush of Parcel 2...is it even going to be finished before you're purchasing Parcel 1? She thinks, not because she drives by there and there's large piles of sand and dirt. They've done a little bit to the outside, she'll give them credit but there is no way that place is going to be finished.

Mr. Forte stated just for clarity, they have petitioned for a conditional CO (*Certificate of Occupancy*), which the city gave them some criteria that they have to meet in order to get that CO, which they will but again, his question is, the employees move in and you're there, how do I know you're going to finish? We're holding \$600,000.

Commissioner Currie asked are we doing Parcel 1 so quickly because Parcel 2 is not going to be ready for parking there? There's just piles of sand. It looks like an ant field out there.

Attorney Watts stated he thinks that plays into it some. He thinks it helps them but frankly, they can do that through a number of different arrangements with the city.

Commissioner Currie stated I'm not happy about allowing you to jump forward to purchase a parcel to allow you to park on it.

Attorney Watts stated well, that is why...

Commissioner Currie stated that was not the intent.

Attorney Watts stated that's why he thinks what would be fair and what we've talked about is that it would not only be able to put it to that use but immediately start working on the site plan for it immediately and have a timeline in there which they need to make sure its pad ready for those other uses to begin to develop on that site as well.

Commissioner Currie asked how is the city going to be guaranteed, at what point is this going to stop being used as a parking lot and have buildings on it?

Attorney Watts stated there's a certain portion of it that it will always have parking on it. If they recall, back to the site plan under the MPUD...

Commissioner Currie stated she agrees there's going to be parking but what she meant is the extended parking to accommodate Parcel 2.

Attorney Watts stated they would be more than happy to include triggers. The whole agreement is set up now as a performance based agreement. He doesn't think they are asking the city to change that approach at all. As it relates to Parcel 1 Phase 2, will continue to have performance metrics in there for stormwater permitting for the pads for the buildings to move forward.

Mayor Via stated and there are incentives for them to go ahead...

Commissioner Currie stated she understands there are incentives.

Attorney Simpson stated right now, the agreement, the timeline would basically be, from the date of purchase, from the time of their initial purchase, they had four (4) years. That's the timeline they are working on right now. They're about two years in from that.

Commissioner Penny stated he visited the site and one thing became apparent. There's a lot of heavy equipment moving along, a lot of dirt and it appears to him, and he's no construction expert, but there's an economy of scales and Attorney Watts tagged on it a little bit but there's a huge retention pond that needs to be built on Parcel 1. Does it really make sense for them to get Parcel 2 completely pristine, move all their people in there, all the dust has settled, only to start moving dirt again on Parcel 2 and Mr. Meyer has to wash everybody's car once a week because it's so filthy. There's connectivity between the water retention on the property and if you go there, there's ditches everywhere and these ditches go to nowhere because they can't dig the retention pond on our property. So, that's another reason to look at.

Attorney Watts stated if they've ever gone through a construction project, he knows sitting here as Commissioners, you see the initial concept that you start with a project and the changes that occur as you get input, as you think through the design or as one issue pops up you have to respond to. He thinks, largely that's what they've experienced over the last two years. They have an agreement, which reflects the initial concepts that were agreed to and there have been changes to those that have occurred for the project, getting permitting and moving forward and designing what made the most sense from a cost standpoint for the initial phase. One of the changes is that resulted is the 23,000 square feet or maybe a hair over that, but the impact of that change is it holds them hostage under the current agreement. They can't move forward unless they come back and address some of these things. There's a benefit all around here but he agrees, it has to be performance based.

Commissioner Currie stated, just let her be clear. When is the headquarters employees being moved and all that, being scheduled to be complete?

Attorney Watts stated their right to occupy...

Commissioner Currie stated in Parcel 2.

Attorney Watts stated into Parcel 2. The right to occupy the existing building there is to move at the end of May 2019. They have to meet the conditions that the city has laid out for them to meet in order to get the temporary or conditional CO for the structures on site, to move the employees in, will be by the end of May 2019.

Commissioner Currie stated the headquarters building is going to be complete and employees moved by the end of May 2019?

Attorney Watts stated, that's correct.

Commissioner Currie stated, okay.

Attorney Watts stated they have to be out of the existing location by the end of May as well.

Mr. Forte stated he doesn't have doubt that they have to move their employees by the end of

May 2019. He thinks that's really the urgency that's here. Is, they have to get out of where they're at four months ago.

Attorney Watts stated, that's right.

Mr. Forte stated so they're trying real hard now to get in.

Commissioner Currie stated, okay.

Mr. Forte stated he doesn't have concerns about the headquarters being there or the employees being there by the end of May 2019...

Commissioner Currie asked then what's your concern?

Mr. Forte stated his biggest concern is having the approved site plan before work starts on Parcel 1 and that's going to be Mr. Walker's (City Planner) concern.

Attorney Watts stated they wouldn't move forward with anything. That would be a violation of the city's Code.

Mr. Forte stated, right.

Attorney Watts stated they would have to have an approved site plan.

Mr. Forte asked, so what are they going to do? They're just going to basically use the existing parking lot to park on in the meantime?

Attorney Watts stated use that existing parking as they move forward with a site plan for the rest of that site.

Mr. Forte stated Mr. Walker, you're familiar there's an existing, probably 40 parking spaces...roughly, maybe...

Mr. Walker stated on Lot 1.

Mr. Forte stated on Lot 1. If they purchase this by the end of May 2019, they can park on that existing parking lot and it won't be improved, it will be in its current condition, they have to combine the parcels.

Mr. Walker stated they will have to combine the parcels and typically, they should make it part of their site plan. Also, possibly, it would possibly require an amendment to their phasing plan.

Mr. Forte stated, right.

Mr. Walker stated there would be some things involved in being able to bring that parcel and then use it for parking Lot 1, currently owned by the city. If they bought it and want to use it for their parking, it would need to be part of their project, part of their site so they would need to go through the process of combining it, which is not a difficult process. It's a fairly simple thing to do but the other two issues is one, are there going to be changes to the phasing plan? That would require an amendment to the plan development. If the change is a number of the square feet of the buildings, that would be a major amendment and it wouldn't be something that they would complete by the end of May 2019. If they just had site plan issues, those things can be pushed through fairly quickly to show that the site, is

now Lot 1 and the parking on Lot 1, is now part of their overall project and their parking calculations can be updated to show what they have.

Commissioner Currie stated Mr. Walker, the site plan change, they are wanting to go through with Parcel 1 before everything completes with Parcel 2, but what is going to keep them from using *more* of Parcel 1 in the ultimate future, than they should be?

Commissioner Penny stated they have a Master Plan that is for the entire site.

Commissioner Currie stated she understands that but if they're changing a site plan, what's going to keep that from happening?

Mr. Walker stated the only thing that they would be changing at that point, would be to show the additional parking. Would be to bring in that parking.

Commissioner Currie stated, okay. She just wants to assure that what's on the site plan, the restaurant, the daycare, whatever else, is going to take place and it's not going to be substituted for parking.

Attorney Simpson stated what he can tell the Commission, the developer can only build what's in the preliminary plan and the MPUD.

Commissioner Currie stated but they *cannot* build something...

Attorney Simpson stated they *cannot* build and that's part of the whole, the way this was set up is saying, "You finish Phase 1 on Parcel 2 before you go on any further." They didn't want to tie up a bunch of property until the city saw a performance based incentive.

Commissioner Currie stated, correct.

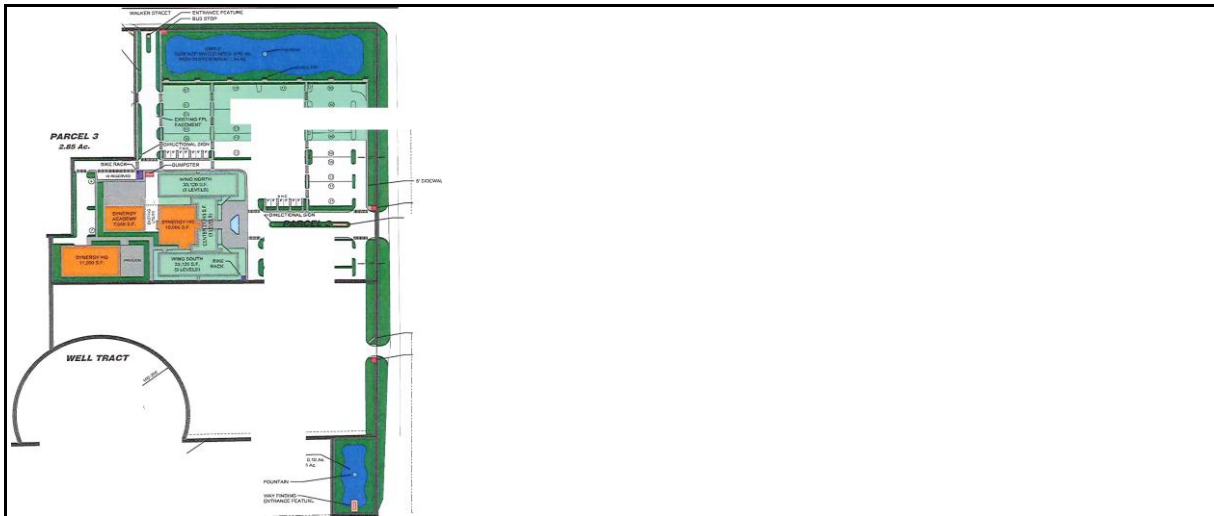
Attorney Simpson stated that was kind of the whole basis of this agreement. If they buy...the question is, if they buy Parcel 1 now and they use it as a parking lot, they can't do anything other than what's shown on the PUD zoning, that limits the site plan.

Commissioner Currie stated but they can leave it as a parking lot.

Attorney Simpson stated leave it as a parking lot and then in two years, their purchase options go away and the agreement's over and they have what they have and the rest of the land is free and clear to the city to do what as it sees.

Commissioner Currie stated but that's what she doesn't want. She doesn't want the possibility of Parcel 1 becoming nothing but a parking lot.

Commissioner Penny stated (*referring to the map below*) but all they have to complete is Parcel 2 Phase 1 are those orange squares, the landscaping, the retention pond and the parking. The light green is a future phase, that's not included.



Attorney Watts stated, right.

Commissioner Currie stated but if they go through a site plan, none of that has to be done.

Attorney Watts stated let's talk about the phasing, first. He thinks what Commissioner Currie is also getting to is, how do you know that something else is going to happen on Parcel 1.

Commissioner Currie stated, right.

Attorney Watts stated that's what you want. Where they are right now, is that if they look at the orange blocks on the initial site plan, they totaled less than what they initially anticipated. They want to adjust that to take it into account. While they are finishing the stormwater, the landscaping and everything else that's being installed as part of the Phase 1 on Parcel 2, they think it makes sense to continue rolling that, come in and do...he thinks there's probably two site plan modifications that they would be talking about here. The first site plan modification would be a simple modification to allow temporary parking or limited parking on that existing lot with a safe connection to the existing new buildings that will be occupied. He thinks those are going to be the key things that he would anticipate the city to look for. The second will be the site plan and engineering for the building sites that are going to be constructed on Parcel 1. That's the daycare building. It's the strip building that they've talked about and they addressed in the PUD. It's actually not shown in the exhibit in front of them but it's an exhibit in the PUD, in the Master Plan. He thinks to address Commissioner Currie's concern, what they suggest is, they don't have signed commitments for somebody to go vertical with those buildings. They can move forward with all the horizontal infrastructure going in place as part of the agreement with the city do this modification.

Commissioner Currie stated that's what she is asking for.

Attorney Watts stated so that the city has a guarantee, has a metric that says, "Within an 'x' number of months, we're going to have that site plan or those building pads submitted within an 'x' number of months, the infrastructure will be installed, that brings utilities to those pads."

Commissioner Currie stated that's what she is asking for.

Attorney Watts stated they are happy to include that in there.

Commissioner Currie stated listen, they had an agreement before but there's nothing that says...when it comes to business, you have to protect yourself, both on this side and your side.

Attorney Watts stated and they wouldn't expect the city to change the terms without them changing the terms as well along with the initial commitments.

Commissioner Currie stated, okay. Attorney Simpson, that would satisfy those having to be installed, built, whatever? Correct?

Attorney Watts stated the utilities, site planning that for the buildings to be constructed on the parcel.

Attorney Simpson stated he doesn't know that there's a 5% guarantee of anything. About the only way that you can guarantee something is like a performance bond, which they really don't need.

Commissioner Penny stated they can buy it and the economy can tank tomorrow.

Attorney Simpson stated there are things that the city can put in place.

Commissioner Currie stated they were sort of talking about this new site plan would indicate those. She knows that nothing is 100% but there would be a higher percentage that those would be complete.

Attorney Simpson stated let him throw out something. First of all, he thinks a lot of motivation here is parking. It's just his personal opinion. On a short-term basis because there's a lot to do between now and the end of May but on a short-term basis, they could have a lease of a parking lot. They can amend the purchase option to say, "When you have an approved site plan, we can then trigger your right to buy. You don't have to finish Phase 1 Parcel 2 but you have to have an approved site plan on Parcel 1 before you have the right to buy." So, then the city just leases them the parking lot to use the parking lot for a period of time.

Commissioner Currie stated and would that be something that's workable for Attorney Watts and his client, Mr. Meyer?

Attorney Watts stated he thinks that solves one problem but doesn't necessarily address all the issues that they're working towards right now.

Attorney Simpson stated the key to the site plan, they can't do any work until the site plan is approved.

Attorney Watts stated, correct. But they would like to start working on that. As they know, they are working on closing up the rest of the financing as well. He thinks that is all part of a package they are trying to bring together at one point.

Commissioner Currie stated, okay.

Mr. Forte stated let me ask you this because this has come up from one of his Commissioners. The purchase money for the land is reimbursable, the \$600,000 they've talked about, it's reimbursable when the employees move in but only after all of Phase 1 on

Parcel 2 is completed.

Attorney Watts stated, correct. As it's currently defined.

Mr. Forte stated he just wanted to make sure of that. He doesn't think he's opposed to leasing the parking lot to them for the purpose of being able to get the employees in there safely and then work on getting a site plan approved and then once approved then purchase it. Do you need, and again, only his assumption, do you need that land as collateral? But if you need it as collateral then you've spent the money and if you didn't spend the money you already have the money. Is it necessary to own the land?

Attorney Watts stated he hasn't been involved on the financing side of things as much as Mr. Ferguson has.

Attorney John Ferguson, 914 Riverside Drive, Holly Hill, stated it is all part of the overall finance package with Intracoastal. They are so far down the road now where they are with all of their approvals that they can't back out now. Parking is one side but then the structure of where they are with the financing, as well as, where they need to be on the staging.

Mayor Via asked so they don't need the lease?

Mr. Forte stated then leasing is really not an option?

Attorney Ferguson stated it doesn't...they don't have time for it.

Commissioner Currie stated for the financing portion is a major thing as well?

Attorney Ferguson stated because of the timing, yes. If they had six months then no.

Commissioner Currie stated, okay.

Commissioner Penny stated the other thing was, there were concerns...things go and then they stop, he thinks that they can all agree that the most valuable parcels there are the corner parcel where the sign goes, Parcel 1 and Parcel 2. They have corner to corner real estate there. The concern was, was that if those two parcels aren't fully developed and Parcel 4 is the affordable housing project...

Mr. Forte stated technically, it's Parcel 5.

Commissioner Penny stated so, that leaves a little nub of Parcel 3 there that the applicant may or may not exercise what their options are and that would leave them with 2.85 acres of vacant land that the city may or may not have this conversation come up 18 months from now. Any possibility of just cutting the cord and asking the applicant, when you take Parcel 1 take Parcel 3 all at the same time?

Mr. Forte stated, actually it is Parcel 4.

Attorney Watts stated if that's something that...again, they want to make sure that the city is comfortable from a performance standpoint but he thinks that they...

Commissioner Penny stated the performance is we got the money in the bank and you're not getting it until you bring the jobs here.

Attorney Watts stated, exactly. Again, they've been meaningful to moving forward if that's

one of the things...

Commissioner Penny stated and he knows this is the financing thing but he wants to keep that lease option on the table in case the internet goes down and the advertising doesn't get out and they miss a deadline. He doesn't want these guys to be stuck. Closing dates with the bank can be pushed back but moving dates with the landlord can't be. Keep that lease option on the table. He knows they're not interested but that's Plan B if...

Attorney Watts stated that's a great point.

Commissioner Penny stated if we drop the ball here somewhere, they have to move and he doesn't know where they're going to move those people.

Attorney Watts stated, yes. That's a great point.

Commissioner Currie stated and like Commissioner Penny is saying, unfortunately, the site plan can take some time.

Commissioner Penny stated one thing, Mr. Walker, is that, they're permitting, they're building, construction is going on, it's almost pad ready, you can go out and see where they are adjoining the new orange building in the back, that's the third building, it's actually shifted up and it's attached to the gymnasium a little bit and it's a little smaller, that's where the square footage shrunk, if they join Parcel 1 to Parcel 2 and then file a new site plan, that's not going to slow down or preclude any permits that are already issued, they're not going to have to stop construction and wait for the new site plan to continue building that building three (3), are they?

Attorney Simpson stated he just wants to tell them that if the concern is...

Commissioner Penny stated he doesn't want to slow them down.

Attorney Simpson stated well, the concern is they won't buy Parcel 3?

Commissioner Penny stated, right.

Attorney Simpson stated they don't get access to the affordable housing money on Parcel 4 until they buy all three lots.

Attorney Watts stated until they buy all three lots.

Commissioner Penny stated okay, until they buy it all.

Attorney Simpson stated they have to buy all three. They're going to buy it to access the affordable housing.

Commissioner Penny stated instead of this coming back to this Commission or a future Commission, if they can work it out...

Attorney Simpson stated they can put it in there.

Commissioner Penny stated if they're going to sell them one, just sell them all three at the same time.

Attorney Watts stated he understands the residual property that the city doesn't want to sit

there and hold in the middle of the project.

Commissioner Penny stated you're going to sit there and hold it until Kenny's project comes because that's the golden goose. There's no reason the applicant wouldn't buy...they wouldn't give the city \$200,000 for that piece of property to get...

Attorney Watts stated he thinks that helps address the concerns too. They can include that.

Commissioner Penny stated something for them to talk about. He just wanted to throw that out on the table.

Mayor Via stated like Commissioner Penny, he doesn't want to impeded any progress. There's a lot of momentum moving forward on this. He would like to see this start coming forward with staff and to present the Commission with something.

Commissioner Currie stated she just wants to make it clear. She's not trying to stop any forward progress either.

Attorney Watts stated, none taken at all.

Commissioner Danio stated he just wants to echo his fellow Commissioners. He's not looking to or be the devil's advocate. He just wants to make Mr. Forte's job a little easier because he's been getting a little frustrated.

Attorney Watts stated he gets that and he knows that the Commission has a lot of people they have to report to and their job up here is to safeguard their interests and they understand that. They know within that context, they have to answer questions and they're happy to. In that context, they have to make sure that their metrics are there and that they meet them. So, they're happy to work with staff to do those things.

Mayor Via stated he appreciates that Attorney Watts and he thinks, if he's hearing correctly, he thinks that the Commission has given Mr. Forte director to go ahead and move forward bringing this back to the Commission.

Attorney Simpson stated so basically, the Commission is in agreement for staff to sit down and start negotiations with them with the goal of trying to put in there, protections to ensure that Parcel 1 gets developed beyond just being used as a parking lot?

There was consensus from the Mayor and City Commission: YES.

Attorney Watts stated and the other modifications that they discussed.

Attorney Simpson stated and yes, the other things that were mentioned.

Mr. Forte asked do they have any idea when Phase 2, Parcel 2 is going to be complete?

Attorney Watts stated he doesn't know what the specific timing of that would be yet.

Mr. Forte stated, okay.

Attorney Watts stated the biggest issue they have right now on the affordable housing piece is all the money is being swept out of the Sadowski Fund. It's been up in the air quite a bit. He has clients that do affordable housing that are coming in as self-financing because they can't rely on them.

Mr. Forte stated he will go ahead and find time this week to sit down and open up the agreements and see what needs to be amended and what needs to be secured and protected and move on from there. He has until Friday.

Attorney Simpson stated this really needs to be done by the first meeting in May 2019.

Mr. Forte stated he has an extra week so he has until May 3rd to have this signed, sealed and delivered by all of the attorney's to get it on the agenda for May 14th.

3. ADJOURNMENT



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

**City Commission
Agenda Item**

6.1

MEETING DATE: May 14, 2019
FROM: Valerie Manning
SUBJECT: TPO Funding Agreement for FY2019-2020 with the City of Holly Hill
NUMBER: (ID # 2512)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2019-2020 is \$1,196.00.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal effective June 30, 2019.

FISCAL ANALYSIS:

The city will be obligated to budget \$1,196 for FY2019-2020 to meet the requirements of the subject agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and authorizes the City Manager to execute said agreement.

COMMISSION GOAL:

N/A

MOTION:

Authorize the City Manager to execute the TPO FY2019-2020 Funding Agreement as submitted by staff.

- River to Sea TPO FY19-20 Memo to City for Renewal (PDF)
- River to Sea TPO FY19-20 Funding Agreement (PDF)



To: River to Sea Transportation Planning Organization Member

From: Julie Adamson, CPA, Chief Financial Officer

Date: April 23, 2019

Re: FY 19/20 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system.

Enclosed you will find a Funding Agreements for the FY 19/20 TPO member assessment. Please execute and return one original to the TPO office. Also enclosed is an invoice for the FY 19/20 member assessment for your processing.

Thank you for your support of the R2CTPO.

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: HH2020
DATE: April 23, 2019

DUE: July 1, 2019

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 19/20 Member Assessment		\$1,196.00
TOTAL DUE			\$1,196.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Julie Adamson, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

Attachment: River to Sea TPO FY19-20 Memo to City for Renewal (2512 : TPO Funding Agreement for FY2019-2020 with the City of Holly Hill)

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2019/2020 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2019, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2019/20 FUNDING.** The CITY agrees to allocate **\$1,196.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2019/20 budget effective July 1, 2019. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2020.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

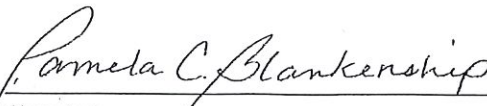
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO


Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:


Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

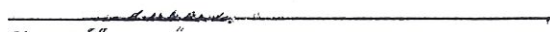
(CORPORATE SEAL)

CITY OF HOLLY HILL


Signature

Print Name: Joseph Forte
Title: City Manager

ATTEST:


Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)



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

**City Commission
Agenda Item**

MEETING DATE: May 14, 2019
FROM: Catherine Colwell
SUBJECT: Disposal of Fixed Assets - the Attached List of Fixed Assets Have
Been Identified as Being Surplus Property Available for
Disposition Due to Obsolescence or Replacement.
NUMBER: (ID # 2508)
APPLICANT:
PLANNER:

DISCUSSION:

The attached list of fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

That the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to dispose of the attached list of surplus equipment.

- Commission Item Disposal List 5-14-19 (XLSX)

Inventory Disposal Request Form
DATE : May-14-2019

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	2013000067	827	2008 Police Crown Victoria Police Interceptor	Ford	Crown Vic	2FAFP71V78X166401	12/12/12	\$7,000.00	\$0.00	PD	Surplus/to be auctioned
2	2006002073	869	2003 Vac-Con	International	Vac-Con	1HTWDADR43J067196	01/23/03	\$170,197.00	\$0.00	Wastewater	Surplus/to be auctioned
3	2013000218	N/A	13BG04 City Hall Annex Cisco 24 Port switch	Cisco	N//A	N//A	05/08/13	\$3,242.00	\$0.00	Annex	Surplus
4	2012000026	N/A	8 Port Cisco Ethernet Switch	Cisco	N//A	N//A	10/11/11	\$870.00	\$0.00	IT	Surplus
5	2012000080	N/A	CRC11 Cisco Catalyst 3560 POE Ethernet	Cisco	N//A	N//A	10/18/11	\$935.00	\$0.00	IT	Surplus
6	2013000242	N/A	Cisco Catalyst Switch 24 Port	Cisco	N//A	N//A	06/18/13	\$12,613.15	\$0.00	IT	Surplus
7	2013000244	N/A	Cisco Catalyst Ethernet Switch	Cisco	N//A	N//A	06/11/13	\$3,208.00	\$0.00	IT	Surplus
8	2007000019	596	2007 Ford Explorer	Ford	Explorer	1FMEU63E47UB03537	11/02/06	\$19,343.00	\$0.00	Public Works Admin	Surplus/ to be auctioned
9	2012000010	N/A	HP Compaq 8200 PC	HP	Compaq	2UA2090WL2	01/20/12	\$570.00	\$0.00	Public Works	Surplus
10	2006002081	757	2003 Hustler Mower	Hustler	Z25	3062555	11/14/03	\$6,589.29	\$36.81	Public Works	Surplus/to be auctioned
11		914	HP PC	HP	N//A	2UA21128JY	07/04/05			IT	Replace with PC replacement Program
12	2006002603	N/A	Hobart Fabstar 4030 welder	Hobart	Fabstar	396WS16462	02/28/97	\$1,624.00	\$0.00	Public Works	Surplus/Scrap
13	2006002023	N/A	Hobart Fabstar 4030 welder	Hobart	Fabstar	395WS17742	02/27/96	\$1,514.00	\$0.00	Public Works	Surplus/Scrap
14			POE SWITCH	Cisco	POE SWITCH	FOC1525V1R6				IT	Replaced w/IT Switch Project/ Not in Asset S
15			POE SWITCH	Cisco	POE SWITCH	FOC1617Z133				IT	"
16			POE SWITCH	Cisco	POE SWITCH	FOC1313V0MJ				IT	"
17			POE SWITCH	Cisco	POE SWITCH	FOC1525W0R7				IT	"
18			POE SWITCH	Cisco	POE SWITCH	FOC1540V1Z4				IT	"
19			POE SWITCH	Cisco	POE SWITCH	FOC1525W107				IT	"
20			POE SWITCH	Cisco	POE SWITCH	FDO1650P0NK				IT	"
21			POE SWITCH	Cisco	POE SWITCH	FDO1547X0WW				IT	"
22			POE SWITCH	Cisco	POE SWITCH	FOC1329W1CB				IT	"
23			POE SWITCH	Cisco	POE SWITCH	FDO1718Y3ZE				IT	"
24			POE SWITCH	Cisco	POE SWITCH	FOC1525W24B				IT	"
25			POE SWITCH	Cisco	POE SWITCH	FDO1713Y49V				IT	"
26			POE SWITCH	Cisco	POE SWITCH	FDO1722Y0DD				IT	"
27			POE SWITCH	Cisco	POE SWITCH	FDO1435Y0VH				IT	"

City Manager Signature/Date

Attachment: Commission Item Disposal List 5-14-19 (2508 : Disposal of Fixed Assets)



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

**City Commission
Resolution**

MEETING DATE: May 14, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending Resolution 2016-R-69; Amending Task Order No. 1 for Debris Monitoring with Contractor Tetra Tech, Inc.; and Establishing a Not to Exceed Amount for Debris Hauling and Monitoring; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2019-R-28
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill entered into a cooperative agreement with Volusia County for Debris hauling with AshBrit and Debris Monitoring Services with Tetra Tech, Inc. This Resolution will amend Resolution 2016-R-69, to reflect the actual expenditures related to debris monitoring and debris hauling in response to Hurricane Matthew. The debris monitoring services expenses of Tetra Tech, Inc., increased to an amount not to exceed \$255,000 for Task Order No. 1 and expenditures related to Hurricane Matthew for debris hauling and monitoring services increased from \$2 million to \$2.5 million.

This was requested for FEMA reimbursement purposes.

FISCAL ANALYSIS:

The City Commission approved a Budget Amendment to cover the costs associated with the debris hauling and monitoring in the amount of \$2,000,000.00. Funds were available in the solid waste reserve fund.

Resolution 2016-R-69 and Tetra-Tech Task Order No. 1 reflected the best estimates available for the completion of debris hauling and monitoring but had increased due to the actual costs of services required to complete services. Both Tetra-Tech and Ashbritten have been paid for their services for Hurricane Matthew and no adjustments to the current budget are required.

STAFF RECOMMENDATION:

Approve the amendment of Resolution 2016-R-69 and Tetra-Tech Task Order No. 1 to reflect

costs related to Hurricane Matthew for debris hauling and monitoring in an amount not to exceed \$2,500,000.00.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2019-R-28, AMENDING RESOLUTION 2016-R-69, AMENDING TETRA TECH, INC., TASK ORDER NO. 1 FOR DEBRIS MONITORING NOT TO EXCEED \$255,000.00 AND AMENDING THE NOT TO EXCEED AMOUNT FOR DEBRIS HAULING AND MONITORING TO \$2,500,000.00.

Resolution No. 2019-28**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING RESOLUTION 2016-R-69; AMENDING TASK ORDER NO. 1 FOR DEBRIS MONITORING WITH CONTRACTOR TETRA TECH, INC.; AND ESTABLISHING A NOT TO EXCEED AMOUNT FOR DEBRIS HAULING AND MONITORING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING RESOLUTION 2016-R-69; AMENDING TASK ORDER NO. 1 FOR DEBRIS MONITORING WITH CONTRACTOR TETRA TECH, INC.; AND ESTABLISHING A NOT TO EXCEED AMOUNT FOR DEBRIS HAULING AND MONITORING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 2016-R-69 on November 8, 2016, approving Task Order No. 1 with Tetra Tech for debris monitoring in the amount of approximately \$214,065; and

WHEREAS, Tetra Tech's invoiced charges were approximately \$255,000 and the authorizing resolution needs to be amended to reflect this dollar amount; and

WHEREAS, Debris Hauling was contracted to AshBrit through a piggyback contract from a Volusia County bid in accordance with the City of Holly Hill purchasing policy; and

WHEREAS, the estimated expenditure for debris hauling and debris monitoring is an amount not to exceed \$2,500,000.00.

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

SECTION 1. The City Manager shall be authorized to enter into and execute

Task Order No. 1 for Debris Monitoring Services not to exceed \$255,000.

SECTION 2. The City Commission authorizes the City Manager to execute agreements for debris hauling and debris monitor with an estimate cost not to exceed \$2,500,000.00 which shall be reflected in the line item budget.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be deemed effective retroactively back to the effective date of Resolution 2016-R-69, November 8, 2016.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2019.



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

**City Commission
Ordinance**

MEETING DATE: May 14, 2019
FROM: Brian Walker
SUBJECT: **SECOND READING - ORDINANCE 3016 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 6 (Alcoholic Beverages) Amending the Distance Restrictions and Adopting Specific Distance Restrictions Within the Community Redevelopment Area; Amending Section 78-14 (Definitions) to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: 2019-O-3016
APPLICANT: Brian Walker
PLANNER:

TITLE:

Consider adoption of an Ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations (LDR) by amending Chapter 6 (Alcoholic Beverages) amending the distance restrictions and adopting specific distance restrictions within the Community Redevelopment Area (CRA); and amending Section 78-14 (Definitions) to add definitions.

BACKGROUND:

Chapter 6 of the Land Development Regulations of Holly Hill entitled, “Alcoholic Beverages,” establishes restrictions on location, rules on consumption, hours of sale and definitions, with regard to alcoholic beverages.

For example, current regulations require that a minimum of 750 feet exist between an establishment that serves alcohol and an established church or school. In the case of a restaurant where the sale is limited to beer and wine which is incidental to the primary business of selling food, the required distance from an established church or school is 200 feet. These same distance separations apply to a church or school that desires to locate near an established restaurant.

In July of 2008, the City Commission adopted Ordinances 2834 and 2844 respectively, which made some minor changes to the separation requirements and exempted from the separation requirements restaurants that hold a Special Restaurant License (nka Special Food Service License). Prior to these changes in 2008, many of the requirements contained in the Land Development Regulations today with regard to alcohol, were created and adopted more than 35 years ago.

Much has changed in the last three decades, and the purpose of this proposed Ordinance is to

respond to those changes by updating Chapter 6 of the Land Development Regulations and amending Section 78-14 (Definitions) to update and add definitions.

One proposed change is to reduce the separation requirements for establishments that serve alcohol from houses of worship and schools. This proposal is being made for a few reasons:

1) requests have come from some in the business community who have been unable to accept offers to rent their establishment to a restaurant because of not being able to meet the separation requirement; 2) to enable Holly Hill to compete more effectively in the area with neighboring jurisdictions, which require either less separation, or none at all, between restaurants and places of worship; 3) to facilitate economic activity, especially within the Community Redevelopment Area.

Currently citywide, establishments offering full liquor service must be a minimum of 750 feet away from an established house of worship or school. The same distance requirement applies to a church or school looking to locate near an established restaurant. The proposed ordinance reduces the separation requirement for full-liquor service establishments from 750 feet to 375 feet from a church and to 500 feet from a school.

Currently, within the Community Redevelopment Area (CRA), Type A restaurants (sit down with a menu and food server), that sell beer and wine only, incidental to the sale of food and non-alcoholic beverages, must maintain a distance of 200 feet from a house of worship or a school. The proposed ordinance does not prohibit locating closer than two hundred feet from a house of worship or a school, as long as the property line does not directly touch that upon which a church or school is located.

Another proposed change has to do with Sica Hall. Section 6-2(b) of the Land Development Regulations, currently permits wine and champagne to be served and consumed inside of Sica Hall only for wedding receptions. The proposed ordinance would allow beer, wine and champagne to be served and consumed inside of Sica Hall for other events.

The proposed Ordinance adds language to Section 78-14 entitled Definitions, that clarifies and updates existing definitions, and that creates new definitions for establishments such as a brewpub, craft distillery, and public and private schools.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At its meeting on April 1, 2019, the Board of Planning and Appeals voted unanimously to recommend adoption of the proposed ordinance.

STAFF RECOMMENDATION:

Adopt the second reading of Ordinance 3016 of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 6 (Alcoholic Beverages) amending the distance restrictions and adopting specific distance restrictions within the Community Redevelopment Area; amending Section 78-14 (Definitions) to add definitions.

MOTION:

APPROVE THE SECOND READING OF ORDINANCE 3016, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR) BY AMENDING CHAPTER 6 (ALCOHOLIC BEVERAGES) AMENDING THE DISTANCE RESTRICTIONS AND ADOPTING SPECIFIC DISTANCE RESTRICTIONS WITHIN THE COMMUNITY REDEVELOPMENT AREA; AMENDING SECTION 78-14 (DEFINITIONS) TO ADD DEFINITIONS.

ATTACHMENTS:

- Current Alcohol Regulations - Chapter 6 (PDF)
- Distances - Current vs. Proposed (PDF)
- Special Food Service License (PDF)
- Title Search Report (PDF)
- CRA Rendering (PDF)

HISTORY:

04/23/19

City Commission

APPROVED AT 1ST READING

Next: 05/14/19

Brian Walker, City Planner, stated this is to consider the adoption of an Ordinance of the City of Holly Hill, Florida, which amends the Land Development Regulations (LDR) by amending Chapter 6 (Alcoholic Beverages) and it looks to amend the distance restrictions and adopt specific distance restrictions within the Community Redevelopment Area (CRA) and it also amends Section 78-14 (Definitions), which is where the city contains most of their definitions within the LDR. Chapter 6, is titled, "Alcoholic Beverages," and it establishes things like restrictions on location as to where alcoholic beverage establishments can be located, rules on consumption, hours of sale and definitions in order to help those that read that chapter understand it more clearly. For example, within that chapter, right now, the requirement is that a minimum of 750 feet has to exist between an establishment that serves alcohol, such as a bar, and an established church or a school. If it's a restaurant, however, where the sale of alcohol is something that's incidental to the sales of food then that distance restriction or requirement from it can go down to 200 feet from a church or a school. Those requirements, those distance requirements that he's talking about, apply equally to a church or a school that wants to locate near an establishment that serves alcoholic beverages. In July of 2008, the City Commission did adopt a couple of Ordinances 2834 and 2844. Those brought about some minor changes to Chapter 6 but overall, the requirements that are contained in the LDR today have been there for over 35 years and a lot has changed in 35 years. The purpose of this proposed Ordinance is to attempt to address some of the changes that have occurred through the years. One of the proposed changes and probably the most noteworthy, is to reduce the separation requirements for establishments that serve alcohol from houses of worship and schools and that's made for a few reasons:

1) staff has received comments from those, some business owners along the corridor who say they haven't been able to rent their establishment to possibly a mom and pop that wants to have a small restaurant and serve beer and wine because they haven't been able to because of the distance requirements.

2) it would enable Holly Hill to compete more effectively in the area with its neighboring jurisdictions that abut Holly Hill and some that do not but are close by, either have less of a restriction than Holly Hill does or have no restriction at all when it comes to locating churches from establishments that serve alcoholic beverages.

3) also within the corridor or the Redevelopment Area, it will help to facilitate economic activity.

For example, the proposed Ordinance reduces the separation requirement for full liquor service establishments, where the sale of alcohol may be more than the sale of food, from 750 feet to 375 feet from a church and 500 feet from a school. The reason why it's 500 feet from a school is because that's a State requirement. The State, however, does not address any distance requirements from churches. That's where that 500 feet comes from. Currently, within the Community Redevelopment Area (CRA), Type A restaurants, which are defined in the city's Code, is basically restaurants where you sit down with a menu and someone serves the food to you, that sells beer and wine only and where those sales of beer and wine are incidental to the sale of food. The distance is 200 feet, that's the requirement from a house of worship or a school. The proposed Ordinance, however, does not prohibit locating closer than 200 feet from a house of worship or a school, as long as the property lines don't directly touch those upon which, where a church or school is located. Another proposed change has to do with Sica Hall. Section 6-2(b) of the Land Development Regulations, right now you can have wine and champagne. Those can be consumed within Sica Hall but only for wedding receptions. The proposed Ordinance would allow the addition of beer and they can have wine and champagne, that can be served and consumed inside of Sica Hall for other events, as well. It does add the requirement that a Law Enforcement officer be present during the event, if alcohol is served and this would be at the host's or applicant's expense. Also, the proposed Ordinance adds language to Section 78-14 entitled Definitions, and what that does is it clarifies and updates some of the existing definitions, and it creates some new definitions for establishments for things that are becoming more and more popular but that the city doesn't have a definition for. For example, brewpubs, craft distillery, and the city doesn't have a definition for what constitutes a public and private school. So, those have been added as well. On April 1, 2019 the Board of Planning and Appeals voted unanimously to recommend approval of this Ordinance. Staff's recommendation is to adopt the proposed Ordinance amending the Land Development Regulations by amending Chapter 6 (Alcoholic Beverages), amending the distance restrictions and adopting specific distance restrictions within the Community Redevelopment Area and amend Section 78-14 (Definitions) to add definitions to that chapter.

Mayor Via asked if there were any questions from the Commission.

Commissioner Penny stated it has to do with Sica Hall and the requirement for the Law Enforcement Officer. He wants to know if a city like South Daytona requires the same off-duty Law Enforcement Officer at the Piggotte Center?

Attorney Simpson stated, they don't.

Mr. Forte stated that section is up for interpretation by the Commission. The reason that staff put that in there is that the city is going from allowing champagne and wine at a wedding to allowing beer and wine for any occasion. For any time someone wants to rent it. Staff's concern comes in that any group of people that needs a place to party, can now go use Sica Hall and that's what staff wants to try and control. He doesn't know if hiring a Police Officer out of the gate is absolutely is needed but they certainly need to address it. If the Commission has some

recommendations, they can certainly make those changes between first and second reading. His concern is that a completely unattended party, thinking outside of the wedding, that may take place there, that should have some type of supervision.

Commissioner Penny stated and that may be a concern but he thinks he would check with the City of South Daytona. The Piggotte Center has been open for ten/twelve years, let's see what their track record is. Let's don't over react to a situation that may not happen.

Mr. Forte stated the others require an insurance writer.

Commissioner Penny stated have a higher security deposit or something if they are going to have alcohol there.

Mr. Forte stated staff can do that instead. Is a higher security deposit.

Attorney Simpson stated he knows that South Daytona charges a higher fee. He doesn't remember any requirement for Law Enforcement but theirs is also full alcohol too, not just beer and wine.

Mayor Via asked how much is our fee for Sica Hall?

Mr. Forte stated the hourly rate...he thinks it's about \$25 an hour, two hour minimum and then the deposit and there might be a setup fee.

Mayor Via stated he likes the idea of raising the deposit.

Attorney Simpson stated South Daytona's would probably be several hundred dollars. When they have their office Christmas party at the Piggotte Center they take both facilities and they don't have to do that but it would probably be \$600 to \$700. He can find out but it would be significantly more.

Mr. Forte stated staff will look at it.

Commissioner Currie stated as far as the officer at Sica Hall, and she's putting this out there for everybody, instead of increasing the fee, would it not be a little bit more feasible that if they said they're not going to have an officer, they're going to do a six-month trial, see how it goes, see if there's any issues that are brought up and then they can look at it again. She is completely opposed to a lot of the fees they have now for different facilities. She is absolutely not in favor of increasing fees for Sica Hall, period.

Mr. Forte stated he's going to try and change her mind on that because if somebody is going to use Sica Hall for a wedding venue and coming from a guy who had two weddings to do and both venues he chose cost \$5,000 just to open the doors. Now, he's not saying the city is going to charge \$5,000 but he thinks \$25 an hour for a wedding venue that allows alcohol, is extremely generous.

Commissioner Currie stated she can go for that but she's talking about, she's not for charging some astronomical fee that's been thrown around many years ago.

Mr. Forte stated he doesn't know what that fee is but what he's envisioning is allowing alcohol at Sica Hall should increase its popularity to allow the city enough revenues to come in and spruce the building up both inside and outside and generate...

Commissioner Currie stated and it would make it appealing.

Mr. Forte stated almost...right but generate, *almost*, as an Enterprise Fund that would be self-sufficient, *almost*.

Commissioner Currie stated but she is not for right out the bat, right out the gate, “we have to hire an officer, there’s going to be problems”, they don’t know that.

Mr. Forte stated they can trade that out. They can look at the higher deposits as an alternative to hiring an officer and maybe depending upon the event...he doesn’t know yet. They will have to look and see.

Commissioner Danio stated we just want to cover ourselves.

Mr. Forte stated, right.

Commissioner Currie stated she guesses that is something that they need to discuss.

Mr. Forte stated and having an insurance policy is the other option.

Commissioner Currie stated, okay.

Mayor Via stated he thinks Commissioner Penny kind of hit it on the head with saying that they’re kind of creating a solution to a problem that doesn’t exist quite yet, so maybe there is some credence and that could be mentioned in a motion later on that maybe they take that requirement out and then if it becomes a problem, staff can let the Commission know and they can come back and touch it up then.

Commissioner Currie stated and just so she’s clear, they’re talking about an Ordinance change of 100 feet with alcohol that’s going to be consumed within a church, 100 feet within a church, is that correct?

Commissioner Penny and Mayor Via stated, no.

Commissioner Currie stated she’s reading it wrong then. Mr. Walker, can you please clear it up for me?

Mr. Walker stated currently, if you are an establishment that serves alcoholic beverages, such as a bar, right now you have to be 750 feet away from a church or a school. That’s how it stands now. The Ordinance reduces that to 375 feet from a church and 500 feet from a school. The requirement of 200 feet has not changed. That’s if you are an establishment and you have beer and wine and those sales are incidental...

Commissioner Currie stated like a restaurant.

Mr. Walker stated, right. Where most of the sales come from food and non-alcoholic beverages, it’s 200 feet.

Commissioner Currie stated it’s 200 feet for restaurants and church.

Mr. Walker stated right now, for both.

Commissioner Currie stated, okay.

Mr. Walker stated as long as those sales are incidental to the sale of food and non-alcoholic beverages. It goes up once it’s a bar or most of your sales are coming from alcohol. So, even if you’re a restaurant but you’re a bar in the restaurant and more of your sales are coming from the alcohol then the distance requirement currently is more.

Commissioner Currie stated, okay.

Mr. Walker stated if you are a Type A restaurant, which is a sit down, menu, food service and you hold a special food service license, which is issued from the State but has certain requirements for size. For example, it says you have to be 2500 square feet in area, you have to be able to serve at least 150 people at one time then there is no distance requirement. But a lot of folks cannot meet the requirements to get the special food service license. Within the CRA, it's proposed within the Ordinance, that if you're a sit down restaurant, your sales of alcohol are incidental to the sale of food then you can locate up to...your property lines can't touch. If you're a parcel away or a lot away, you're okay.

Commissioner Currie stated, okay. She knows that the city doesn't have any schools on US1, in the Overlay District. They have daycares.

Mr. Walker stated, right but those wouldn't qualify.

Commissioner Currie stated but the city doesn't have any real schools. They used to have Trinity School but they're no longer a school, they're just a daycare.

Mr. Walker stated, right. When the State talks about a school they specifically talk about them as being "*public*" schools. For example, an elementary school, middle school or junior high school and high school.

Commissioner Penny stated Mr. Walker, I understand the delineation for the CRA Type A restaurant but are we being a little short-sided, can't a Type A restaurant...when he thinks of a Type A restaurant, he's thinking of a *Chili's* or an *Applebee's* or something like that, correct? It's a large restaurant and they serve alcohol as a compliment to their food. Less than 51% of their sales is alcohol. But if the city was lucky enough to get a *Applebee's* or a *Chili's*, the city couldn't let them come in because they serve more than beer and wine. If they're looking at the CRA to help Mr. Conte recruit full-service restaurants, most...we're thinking of little mom and pop, we're thinking of Commissioner Danio's place where he has beer and wine at his restaurant, we're not thinking the big picture at a larger facility, are we handcuffing ourselves by doing that?

Mr. Walker stated a larger restaurant would have the special food service license.

Commissioner Penny stated, right but the special food service license and serving beer and wine *only*, why do we even...if they have a special food service license, why do we then restrict it to beer and wine only?

Mr. Forte stated because it says "no special food service license", the last item. So, if it does have special food service license, they can serve beer and wine.

Mr. Walker stated they can situate right next to a church.

Commissioner Penny stated, okay.

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners:

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, mentioned that she spoke at the BOPA meeting when this was first brought up and she believes she made a mistake and she needs to make a correction concerning the house of worship. Does it take precedence if they have other activities going on? She mistakenly thought that it was whatever activity was more predominant, that's what the restrictions were. She does see here, it says, "Such uses are treated as principle

uses and subject to the standard and limitations applicable to such uses.” The next question is, they now have one parcel with two principles and there’s nothing in the paperwork here that says what principle takes precedent. Such as UBIC, which is both a church and a school. Does there have to be some statement that says that the school has priority distance, measurement requirements? Since they’re talking about the CRA, it would be nice if in the attachments, that had the CRA map within this agenda packet so there’s no confusion what areas are part of the CRA. If a few more schools came on US1, that could completely block a lot of development because there are restrictions or even other areas on LPGA Blvd., if schools came in. It would really restrict a lot of other businesses from coming in.

(Unfortunately, the recording machine did not finish recording the rest of the meeting. The system has been checked and a new SanDisk has been purchased)

The others that spoke to the Mayor and City Commissioners were:

Gilles Blais, 710 Magnolia, Holly Hill shared his comments with the Mayor and City Commissioners.

Nancy and Phillip Waby (?), owners of Ted’s II Breakfast restaurant at 518 Ridgewood Avenue, Holly Hill, shared their concerns about their property being vacant for many years and not able to rent it out.

Mayor Via closed public participation.

Ordinance No. 2019-3016**SECOND READING - ORDINANCE 3016 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 6 (ALCOHOLIC BEVERAGES) AMENDING THE DISTANCE RESTRICTIONS AND ADOPTING SPECIFIC DISTANCE RESTRICTIONS WITHIN THE COMMUNITY REDEVELOPMENT AREA; AMENDING SECTION 78-14 (DEFINITIONS) TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR) BY AMENDING CHAPTER 6 (ALCOHOLIC BEVERAGES) AMENDING THE DISTANCE RESTRICTIONS AND ADOPTING SPECIFIC DISTANCE RESTRICTIONS WITHIN THE COMMUNITY REDEVELOPMENT AREA; AMENDING SECTION 78-14 (DEFINITIONS) TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, it is the intent of the City Commission to encourage business flexibility and facilitate redevelopment and economic opportunity especially within the Community Redevelopment Area; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and eliminate blight; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendments to the Land Development Regulations.

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That the entire language of Chapter 6 is repealed and replaced with the following:

Sec. 6.1 Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alcoholic beverages shall mean any spirit, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume which is fit for beverage purposes, other than medicine or drugs dispensed by drug stores or prescription shops for medical purposes.

Establishment dealing in alcoholic beverages shall mean any business or commercial establishment (whether open to the public at large or where entrance is limited by cover charge or membership requirement) including those licensed by the state for sale and/or service of alcoholic beverages, and any bottle club; hotel; motel; restaurant; nightclub; country club; cabaret; meeting facility utilized by any religious, social, fraternal or similar organization; business or commercial establishment where a product or article is sold, dispensed, served or provided with the knowledge, actual or implied, that the same will be, or is intended to be mixed, combined with or drunk in connection or combination with an alcoholic beverage on the premises of such business or commercial establishment; or business or commercial establishment where the consumption of alcoholic beverages is permitted. A private residence, whether permanent or temporary in nature, is not an establishment dealing in alcoholic beverages.

Incidental means that alcohol sales are secondary to food and nonalcoholic beverage sales; the restaurant derives at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages. The revenue percentage shall be computed as the sum of gross food and non-alcoholic beverage revenue divided by the sum of gross food, alcoholic beverage, and non-alcoholic beverage revenue. For purposes of computing alcoholic beverage revenue, an alcoholic beverage shall be attributed the price of the product as offered for individual sale by the licensee.

School means a public or private elementary, middle or secondary school.

Sec. 6.2 - Location restrictions.

- (a) No local business tax receipt shall be issued to vendors of establishments dealing in alcoholic beverages that do not meet the minimum distance requirements of this section.
- (b) There shall be a minimum distance of 100 feet between an establishment where alcoholic beverages are sold, only in sealed containers for consumption off premises, such as a convenience store, and a school or house of worship.
- (c) There shall be a minimum distance of 375 feet between an establishment where alcoholic beverages are sold for consumption on premises, such as a restaurant or bar, and a house of worship.
- (d) There shall be a minimum distance of 500 feet between an establishment where alcoholic beverages are sold for consumption on premises, such as a restaurant or bar, and a school.

- (e) There shall be a minimum distance of 200 feet between an establishment selling beer and wine only, which is incidental to the primary business of selling food, and a house of worship or school.
- (f) There shall be no distance requirement between any Type “A” restaurant, serving alcoholic beverages, from a house of worship or a school, if the restaurant holds a valid Special Food Service License pursuant to Rule 61A-3.0141, Florida Administrative Code, and is licensed to serve alcoholic beverages for consumption on the premises by the Division of Alcoholic Beverages and Tobacco.
- (g) The minimum distance requirements stated in this section apply equally to houses of worship and schools locating near establishments dealing in alcoholic beverages.
- (h) Distance measurements in this chapter shall be measured from the closest point of the real property upon which the alcohol establishment is located to the closest point of the real property upon which another alcohol establishment, house of worship or school is located, except when the alcohol establishment, house of worship or school is part of the shopping center complex in which case the distance is measured from the front door of said use in the shopping center complex. Vacant land owned or leased by an alcohol establishment, house of worship or school that is not part of and incorporated into a larger development shall not be considered to preclude an alcohol establishment. Existing receipts and/or the right to renewal, shall not be affected by the existence of a house of worship or school within the prohibited distance.

Sec. 6.3 - Special Community Redevelopment Area Distance Restrictions.

Within the Community Redevelopment Area boundaries only, any Type A restaurants that sell beer and wine only, which is incidental to the primary business of selling food, may locate anywhere that permits such restaurants, as long as the restaurant’s property line does not touch the property line of a parcel upon which a house of worship or school is situated. A special food service license is not required for such restaurants within the Community Redevelopment Area only.

Sec. 6.4 - Hours of Sale.

- (a) No establishments dealing in alcoholic beverages, their owners, operators, managers, agents, employees or contractors shall sell or permit to be consumed, be open for business, or permit any person (except on-duty employees of the establishment) to enter or remain within such establishment dealing in alcoholic beverages, except during the hours of 7 am to 2 am.
- (b) Nothing contained in subsection (a) of this section shall prevent a business from operating any licensed function unconnected with its operation as an establishment dealing in alcoholic beverages during any lawful hour.
- (c) Violation of this section is hereby declared to be a public nuisance and any person owning, or having dominion or control of, any establishment wherein the provisions of this section are violated shall be guilty of an offense and subject to code enforcement

and other actions.

Sec. 6.5 - Public consumption or possession of alcoholic beverages.

- (a) Except as otherwise provided herein, it shall be unlawful for any person to consume, or to carry in any cup, can or other open or unsealed container, any alcoholic beverage, except in the original package and with the seal unbroken, on any street, sidewalk, roadway, alley, highway, public or semi-public parking lot wherein motor vehicles are parked by the public in conjunction with any business, commercial establishment, hotel or motel, office building or apartment complex; public park, municipal owned building or grounds or any property owned or leased by the city; parking area, doorway or threshold visible to the public at any restaurant, package store, or other commercial establishment licensed for the sale and/or consumption on premises of intoxicating beverages; irrespective of whether such person is in a motor vehicle, bicycle, or other conveyance at the time of the violation. This section shall not prohibit the consumption of lawfully purchased alcoholic beverages on any open deck, patio, porch, or beer garden so long as it is contiguous and permanently attached to the structure of the commercial establishment licensed for the sale and/or consumption on premises of alcoholic beverages during lawful hours of operation.
- (b) Wine, beer, and champagne may be served and consumed inside of Sica Hall for approved events. No other alcoholic beverages shall be allowed. No alcoholic beverage shall be served or consumed on public property adjacent to Sica Hall.
- (c) Consumption of alcoholic beverages on public property may be allowed with the prior approval of the city commission. The approval shall be at the sole discretion of the city commission, whose decision shall be final.

SECTION 3. That Section 78-14. - Definitions is hereby amended to add underlined terms and remove those ~~stricken through~~ as follows:

~~*Bar* means premises devoted primarily to the retailing and drinking of malt, vinous or other alcoholic beverages, or any other premises where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable for consumption on the premises. The word "bar" shall be considered synonymous with the words "saloon," "tavern," "pub," "barroom," "cocktail lounge," "bottle club" and "cabaret."~~

Bar means a premises devoted primarily to the retailing and drinking of malt, vinous or other alcoholic beverages, or any other premises where any sign is exhibited or displayed indicating that alcoholic beverages are obtainable for consumption on the premises. The primary source of revenue for such use is derived from alcohol sales, and the secondary source from the serving of food. The word "bar" shall be considered synonymous with the words "saloon," "tavern," "pub," "barroom," "cocktail lounge," "bottle club" and "cabaret."

Brewery, winery, or distillery means an establishment primarily engaged in brewing ale, beer, malt liquors, and nonalcoholic beer (brewery), or in manufacturing or blending wines (winery), or in distilling and blending potable liquors, including mixing them with other ingredients (distillery). Accessory uses may include retail sales of beer produced on-site for take-away or on-

premises consumption as allowed by State licensing laws. This use does not include brewpubs or craft distilleries.

Brewpub means a drinking establishment that produces up to 10,000 kegs (or 155,000 gallons) of fermented malt beverages annually in a single location, primarily for consumption on the premises. Such establishments are licensed by the State as both manufacturers and vendors of malt beverages.

Craft distillery (see “Brewery, Winery, Distillery) means an establishment that produces 75,000 or fewer gallons of distilled spirits per calendar year. Accessory uses include retail sale of distilled spirits produced on-site for take-away or on-premises consumption, as allowed by State licensing laws.

~~*Club, night* means commercial premises where food, alcoholic beverages or other refreshments may be obtained for consumption on the premises and where floorshows or other forms of entertainment may be provided for customers.~~

~~*Nightclub* means a business operated to supply music or entertainment, or both, and which provides meals or beverages, or both, prepared on the premises, seating for not less than 40 persons at tables, a dance floor of at least 300 square feet in area, and a minimum total floor area of at least 2,200 square feet. For purposes of determining the use group classification of a proposed use, substantial compliance with the terms of this definition shall be sufficient.~~

Nightclub means a place of entertainment offering alcoholic beverages for consumption on the premises that may also provide on-site entertainment in the form of live performances, dancing, billiards, comedic performances, or other entertainment activities and that charges a cover charge, door charge, or one (1) time membership fee which is paid at the door; or, there is a minimum drink requirement.

If the establishment does not charge a cover charge, door charge, or one (1) time membership fee which is paid at the door; or, if there is a no minimum drink requirement, then the city may consider any of the following in making the determination that the establishment is a nightclub:

1. Whether there is a dance floor or other open area used by patrons for dancing;
2. Whether the hours of operation where the use is open to the public include time between 12:00 am and 8:00 a.m.;
3. Whether the maximum capacity for the establishment as established by the building official in light of various regulatory provisions is over one-hundred (100) persons. [The fact that the facility may restrict its capacity to some number shall not prevent the building official from applying Code provisions that determine a different and increased capacity. The building official may use various Codes for this purpose (i.e., fire code provisions)];
4. Whether the establishment has a 4-COP liquor license;
5. Whether the establishment advertises as a nightclub;
6. Whether advertisements for the establishment routinely specify specific entertainment engagements (e.g. "XYZ this Saturday and Sunday night;" special engagements; "XYZ sings

tonight");

7. Whether the establishment has a stage show or has a stage or platform used in connection with performances or entertainment.

~~*House of worship* means premises used for worship and permitted customary accessory uses by an organization of religious believers.~~

House of Worship means a building or structure, where people regularly assemble to conduct religious worship, ceremonies, and rituals. The building or structure and its accessory buildings and uses are maintained and controlled by a religious body. Places of worship include chapels, churches, mosques, shrines, synagogues, tabernacles, temples, and other similar religious places of assembly. Accessory uses may include administrative offices, classrooms, meeting rooms, and interior cooking and eating facilities. A place of worship may include other uses that generally exist as principal uses-e.g., adult day care center, child care facility, school, cemetery, playground, or other recreational facility. Such uses are treated as principal uses and subject to the standards and limitations applicable to such uses.

~~*Restaurant* means premises where meals or prepared food, including beverages or confections, are served to customers. Restaurants are classified as:~~

~~(1) Type A. Restaurants where the customers normally order from individual menus while seated at a table. The order is then normally served by a restaurant employee to the same table and there consumed by the customer. This group also includes cafeterias. Any Type "A" restaurant located within 750 feet of a church or school serving alcoholic beverages other than beer and/or wine shall at all times hold a valid special restaurant license pursuant to Rule 61A-3.0141, Florida Administrative Code.~~

~~(2) Type B. Any restaurant other than type A.~~

Restaurant means an establishment where meals or prepared food, including beverages or confections, are served to customers. The primary source of revenue for such use is derived from food sales. Accessory uses may include, banquet rooms, catering services, pick-up facilities for take-out orders, windows for walk-up service, and outdoor seating. If an establishment can be considered a restaurant or a nightclub, it shall be considered a nightclub.

Restaurants are classified as:

(1) Type A. Restaurants where the customers normally order from individual menus while seated at a table. The order is then normally served by a restaurant employee to the same table and there consumed by the customer. This group also includes cafeterias.

(2) Type B. Any restaurant other than type A.

School means a public or private school.

Private School means a nonpublic school defined as an individual, association, co-partnership, or corporation, or department, division, or section of such organizations, that designates itself as an educational center that includes kindergarten or a higher grade or as an elementary, secondary, business, technical, or trade school below college level or any organization that

provides instructional services that meet the intent of the statute defining "regular school attendance" or that gives pre-employment or supplementary training in technology or in fields of trade or industry or that offers academic, literary, or career training below college level, or any combination of the above, including an institution that performs the functions of the above schools through correspondence or extension, except those licensed under the provisions governing nonpublic postsecondary education. A private school may be a parochial, religious, denominational, for-profit, or nonprofit school. Private schools are nongovernmental educational systems, not considered a part of the public system of education.

Public School means an organization of students for instructional purposes on an elementary, middle, or junior high school; secondary or high school; or other public school level authorized under rules of the State Board of Education.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 4, 5, 6, and 7 of this Ordinance shall not be codified.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2019 for second and final reading.

Chapter 6 - ALCOHOLIC BEVERAGES^[1]

Sec. 6-1. - Location restrictions.

- (a) No local business tax receipts shall be issued to vendors operating places of business, where beer and wine are sold, only in sealed containers, for consumption off the premises, when his place of business is within 100 feet of an established church or school. No church or school shall be located within a 100 feet of an established business, where beer and wine are sold, only in sealed containers, for consumption off the premises.
- (b) No local business tax receipts shall be issued to vendors operating places of business, where consumption of alcoholic beverages, regardless of the percentage of alcoholic content, on the premises is permitted, when his place of business is within 750 feet of an established church or school; provided, however, that where the sale is limited to the sale of beer and wine which is incidental to the primary business of selling food on the premises, distance from an established church or school shall be 200 feet. No church or school shall be located within 750 feet of an established business, where consumption of alcoholic beverages, regardless of the percentage of alcoholic content. No church or school shall be located within 200 feet of an established business where the sale is limited to the sale of beer and wine which is incidental to the primary business of selling food on the premises.
- (c) The minimum distances provided herein shall be measured from the nearest point of such place of business to the nearest point of the school or church grounds in use as part of the school or church facilities or property. Existing receipts and/or the right to renewal, shall not be affected by the existence of a church or school within the prohibited distance.
- (d) The restrictions in this section do not apply to any type "A" restaurant, as defined in section 78-14 of this code, which serves alcoholic beverages other than beer and/or wine. Such a restaurant must hold a valid Special Restaurant License pursuant to Rule 61A-3.0141, Florida Administrative Code. Licensed by the division of hotels and restaurants, department of business and professional regulations, and which is also licensed to serve alcoholic beverages for consumption on the premises by the division of alcoholic beverages and tobacco of the department of business and professional regulation.

(Code 1984, § 4-1; Ord. No. 2793, § 1, 3-27-07; Ord. No. 2834, § 1, 8-12-08; Ord. No. 2844, § 1, 12-9-08)

Sec. 6-2. - Public consumption or possession of alcoholic beverages.

- (a) Except as otherwise provided herein, it shall be unlawful for any person to consume, and for any person other than a licensed beverage salesman or agent to carry in any cup, can or other open or unsealed container, any alcoholic beverage, except in the original package and with the seal unbroken, on any street, sidewalk, roadway, alley, highway, public or semi-public parking lot wherein motor vehicles are parked by the public in conjunction with any business, commercial establishment, hotel or motel, office building or apartment complex; public park, municipal owned building or grounds or any property owned or leased by the city; parking area, doorway or threshold visible to the public at any restaurant, package store, or other commercial establishment licensed for the sale and/or consumption on premises of intoxicating beverages; irrespective of whether such person is in a motor vehicle, bicycle, or other conveyance at the time of the violation. This section shall not prohibit the consumption of lawfully purchased alcoholic beverages on any open deck, patio, porch, or beer garden so long as it is contiguous and permanently attached to the structure of the commercial establishment licensed for the sale and/or consumption on premises of alcoholic beverages during lawful hours of operation.
- (b) Wine and champagne may be served and consumed inside of Sica Hall for wedding receptions. No other alcoholic beverages shall be allowed. No alcoholic beverage shall be served or consumed on public property adjacent to Sica Hall.

- (c) Consumption of alcoholic beverages on public property may be allowed with the prior approval of the city commission. The approval shall be at the sole discretion of the city commission, whose decision shall be final.

(Code 1984, § 15-4; Ord. No. 2535, § 1, 9-22-98; Ord. No. 2696, § 1 7-13-04; Ord. No. 2707, § 1, 9-14-04)

Sec. 6-3. - Hours of sale.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alcoholic beverages shall mean any spirit, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume which is fit for beverage purposes, other than medicine or drugs dispensed by drug stores or prescription shops for medical purposes.

Establishment dealing in alcoholic beverages shall mean any business or commercial establishment (whether open to the public at large or where entrance is limited by cover charge or membership requirement) including those licensed by the state for sale and/or service of alcoholic beverages, and any bottle club; hotel; motel; restaurant; nightclub; countryclub; cabaret; meeting facility utilized by any religious, social, fraternal or similar organization; business or commercial establishment where a product or article is sold, dispensed, served or provided with the knowledge, actual or implied, that the same will be, or is intended to be mixed, combined with or drunk in connection or combination with an alcoholic beverage on the premises of such business or commercial establishment; or business or commercial establishment where the consumption of alcoholic beverages is permitted. A private residence, whether permanent or temporary in nature, is not an establishment dealing in alcoholic beverages.

- (b) No establishment dealing in alcoholic beverages, its owners, operators, managers, agents, employees or contractors shall sell or permit to be consumed, be open for business, or permit any person (except on-duty employees of the establishment) to enter or remain within such establishment dealing in alcoholic beverages, except during the hours established in the Charter, section 164.
- (c) Nothing contained in subsection (b) of this section shall prevent a business from operating any licensed function unconnected with its operation as an establishment dealing in alcoholic beverages during any lawful hour.
- (d) Violation of this section is hereby declared to be a public nuisance and any person owning, or having dominion or control of, any establishment wherein the provisions of this section are violated shall be guilty of an offense.

(Code 1984, § 4-2)

ITEMS HIGHLIGHTED IN YELLOW (2nd AND 5th ITEMS ARE THE ONLY ITEMS WHERE DISTANCE CHANGES ARE BEING PROPOSED)		
ESTABLISHMENT	DISTANCE REQUIRED IN FEET FROM A CHURCH CURRENT AND PROPOSED	DISTANCE REQUIRED IN FEET FROM A SCHOOL CURRENT AND PROPOSED
Establishment selling alcohol in closed container only for off premises consumption ie: convenience store (city-wide)	100 / 100	100 / 100
Establishment serving alcoholic beverages for on-premises consumption such as a restaurant or bar (city-wide)	750 / 375	750 / 500
Establishments serving beer and wine only / incidental to food sales and non-alcoholic beverages (No Type A restaurant nor holder of Special Food Service License) - (city-wide)	200 / 200	200 / 200
Type A restaurant holding a Special Food Service License (alcohol sales incidental) and serving alcohol for on-premises consumption (city-wide)	None / None	None / None
In the CRA only - Type A restaurant (No Special Food Service License) and serving beer and wine only, incidental to sales of food and non-alcoholic beverages, for on-premises consumption	200 / The only distance restriction is that property lines cannot touch	200 / The only distance restriction is that property lines cannot touch

Summary of Requirements to obtain a Special Food Service License

- Must have 2,500 square feet of service area.
- Must be equipped to serve meals to 150 persons at one time.
- Must derive at least 51 percent of gross food and beverage revenue from the sale of food and nonalcoholic beverages.
- May not operate as a package store and may not sell intoxicating beverages after the hours of serving or consumption of food have elapsed.
- License may not be moved to a new location.

Adopted 9/13/16

FLORIDA DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO

61A-3.0141 Special Food Service Licenses.

(1) A qualifying food service establishment receiving a special food service license after April 18, 1972, must have a service area occupying 2,500 or more square feet. The required square footage shall include only the food service establishment's buildings and other contiguous outside areas which are under the management and control of the licensed food service establishment.

(2) An applicant for a special food service license must hold the appropriate food service establishment license issued by the state agency with jurisdiction over the applicant prior to issuance of a temporary or permanent special food service license by the Division of Alcoholic Beverages and Tobacco.

(3) Records of each purchase and each sale of food, alcoholic beverages, and non-alcoholic beverages shall be maintained for a period of 3 years. The required records shall be legible and itemized and shall be made available upon request by the Division.

(4) The required revenue percentage shall be computed as the sum of gross food and non-alcoholic beverage revenue divided by the sum of gross food, alcoholic beverage, and non-alcoholic beverage revenue. For purposes of computing alcoholic beverage revenue, an alcoholic beverage shall be attributed the price of the product as offered for individual sale by the licensee.

Rulemaking Authority 561.11 FS. Law Implemented 561.01(11), 561.17, 561.18, 561.19, 561.20(2)(a)4., 561.20(4), 561.29, 561.55 FS. History—New 8-23-90, Amended 5-19-91, 10-22-91, Formerly 7A-3.0141, Amended 9-13-16.

TITLE SEARCH REPORT

Fund File Number: 711251

Effective Date of approved base title information: January 1, 1900

Effective Date of Search: March 10, 2019 at 11:00 PM

Apparent Title Vested in:

The City of Holly Hill

Description of real property to be insured/foreclosed situated in Volusia County, Florida.

The North 100 feet of Lot 18 EXCEPT the Westerly 150 feet thereof and Lot 19, Block 1, William S. Fleming Subdivision in Holly Hill, according to the map or plat thereof recorded in Deed Book C, Page 699, Public Records of Volusia County, Florida, less any portion in road-right-of way.

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Samuel J. Hill and Myra A. Hill to The City of Holly Hill, recorded November 7, 1917 in Deed Book 81, Page 189, Public Records of Volusia County, Florida.
2. Warranty Deed from Thomas N. Tappy and Helen B. Tappy to The City of Holly Hill, recorded November 18, 1937 in Deed Book 271, Page 489, Public Records of Volusia County, Florida.

Mortgages, Assignments and Modifications:

1. Nothing Found

Other Property Liens:

1. Nothing Found

Restrictions/Easements:

1. Rights of the lessees under unrecorded leases.
2. All matters contained on the Plat of William S. Fleming Subdivision in Holly Hill, as recorded in Deed Book C, Page 699, Public Records of Volusia County, Florida.
3. Note: The subject property appears to border on a body of water.
4. Rights of the lessees under unrecorded leases.
5. Interest of Samuel J. Hill and Myra A. Hill, their assigns, or successors in interest by reason of the deed recorded in Deed Book 81, Page 189, Public Records of Volusia County, Florida,

TITLE SEARCH REPORT

Fund File Number: 711251

which contains an error in the legal description. (NOTE: It appears the plat book and page are not included in the legal description contained in this deed.)

6. Interest of Thomas N. Tappy and Helen B. Tappy, their assigns, or successors in interest by reason of the deed recorded in Deed Book 271, Page 489, Public Records of Volusia County, Florida, which contains an error in the legal description. (NOTE: It appears the plat book and page are not included in the legal description contained in this deed.)

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

None

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *General or special taxes and assessments required to be paid in the year 2019 and subsequent years.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

10:00 AM

Filed for record the 24 day of Mar 19 17

Paul D. Ford
Clerk of the Circuit Court

By Paul H. Jones Deputy Clerk

together with all and singular the improvements, ~~rights and advantages~~ ^{profits and benefits}, ~~fruits and revenues~~ ^{interests}, ~~and appurtenances thereunto belonging or in anywise appertaining~~, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the waste, right, title, interest, power and right of dower, separate estate, property, possession claim and demand whatsoever, as well in law as in equity, of the said part ~~of~~ ^{and} the said part, of, in, and to the same, and every part and parcel thereof, with the appurtenances.

and the same, for every right and perfect interest, with the appurtenances,
 To Have and to Have the same granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, his
heirs and assigns, to his own proper use, benefit and behoof, forever. And the said parties of the first part, personally
 for and with the said parties of the second part, heirs and assigns, do grant, bargain, sell, convey, confirm, ratify, warrant, release, release
 and with the said parties of the second part, heirs and assigns, that the said parties of the first part, personally
 lawfully released in fee simple of good, absolute, and indefeasible estate of inheritance of and in all singular the above granted, bargained and described premises,
 with the appurtenances and good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and
 form aforesaid. And that the said parties of the second part, heirs and assigns, shall
 and may at all times hereafter personally have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof,
 with the appurtenances, without any let, hind, trouble, molestation, vexation, or disturbance of the said parties of the first part, personally
heirs or assigns, or of any other person or persons lawfully claiming or to claim the same. And that the same are now free, clear,
 discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of what nature,
 and kind soever.

And the said parties of the first part, for themselves and their heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances unto the said part 3^d of the second part, themselves and their heirs, against the said part 1st of the first part, and their heirs, and against all and every person whatsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Thomas J. Evans Samuel J. Hill [L. S.]
E. E. Shaw Myrtle A. Hill [L. S.]

and that the same were signed, sealed and delivered by the parties in the presence of the undersigned

Myrtle A. Hill [L. S.]

STATE OF Florida COUNTY OF San Mateo
KNOW ALL MEN BY THESE PRESENTS, That I Myrtle N. Hill
wife of the above named Samuel J. Hill
and executed by this separate and apart from my said husband, and in the presence of John H. Edwards and C. F. Davis do hereby severally
of the State of Florida, acknowledge and declare that I said woman myself a person of sound mind and memory, and of legal age,
all my dower and right of dower and conveying all my sole and separate estate in and to the land in said conveyance therein described and granted, and that
I did this done freely and voluntarily, and without any compulsion, constraint, apprehension, or fear of harm from my said husband.
In Witness Whereof, I hereunto subscribe my name and affix my seal, this 24th day of July 1906.
Thornton Niaz Hoodred and John H. Edwards A. D. Owe

Myra A. Hall (L.S.)

STATE OF Florida COUNTY OF Duval
 TO ALL WHOM IT MAY CONCERN: He knows that on this 20 day of October, A. D. 1917, personally appeared before me, a Notary Public in and for the State of Florida, the three named Charles H. Hille
 to me well known as the wife of Charles H. Hille, and as time of the persons described in the foregoing Deed of Conveyance, who, being at the time separate and apart from her said husband, did then and there make and execute the foregoing acknowledgments, her name being with her own hand subscribed and her seal affixed in my presence.
 Witness my hand and seal at Jacksonville, Fla. this 20 day and year first above written.

Beas H. Evans (IL 5)
 Justice of the Peace
 My Commission expires 2nd District

STATE OF Florida COUNTY OF Bradford
On this day personally appeared before me, James J. Hill and James J. Hill

to me well known as the person described in and who executed the foregoing Deed of Conveyance, and acknowledged that thou executed the same for the purpose therein expressed; whereupon it is prayed that the same may be recorded.

In Witness Whereof, I have hereunto affixed my hand and seal, this 20th day of August, A.D. 1912.

I, James H. Evans, A. D. 1920
 Director of the 7th District
 My Commission expires the 1st day of

Dred Record No. 21, Volusia County, Florida. Dred, Jacksonville, 1897.

part, and their assigns, and the survivor of them, his or her heirs or assigns forever, all that certain piece or parcel of land situate and being in the City of Orange City, County of Volusia and State of Florida, and more particularly described as follows: to-wit;

The south half of the southwest quarter of the north half of lot number eight (8) Section number Two (2) T 18 South R 30 East.

10¢ Florida Documentary Revenue stamp attached and cancelled 11-16-37.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to their assigns, and the survivor of them, their heirs or assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part, forever.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

L E Tobias
Anna T Tobias

William B Funk
Emma Fuller Funk

(SEAL)
(SEAL)

STATE OF MICHIGAN

SS

COUNTY OF CALHOUN

I, L.E. Tobias, a notary public in and for said County, do hereby certify that William B. Funk and Emma Fuller Funk, his wife, to me known and known to me to be the persons described in and who executed the foregoing deed, personally appeared before me this day and severally acknowledged that they executed the same; and the said Emma Fuller Funk on a private examination before me, she being separate and apart from her said husband, acknowledged that she executed the same freely and voluntarily, and without any compulsion, constraint, apprehension, or fear of or from her said husband.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 22 day of September, 1937.

(SEAL)

L E Tobias
Notary Public
My commission expires Oct 13, 1940

Recorded November 16th, A. D. 1937, at 1:55 P. M.

CLERK CIRCUIT COURT

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WARRANTY DEED FILE NO 6419

THIS INDENTURE Made the 24th day of September in the year of our Lord, one thousand nine hundred and thirty-seven between THOMAS N. TAPPY and HELEN B. TAPPY, his wife, of the County of Volusia and State of Florida, parties, of the first part, and THE TOWN OF HOLLY HILL a municipal corporation, of the County of Volusia and State of Florida, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the unsealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all the following piece, parcel or tract of land, situate, lying and being

in the County of Volusia, State of Florida, and more particularly described as follows:

All that portion of Lot 11, Block 1, lying south of the right-of-way of the Halifax Drainage District Canal and a strip or piece of land 12 feet wide across the south end of Lot 18, Block 1, leading from the west end of said Lot 11, Block 1, to Daytona Avenue, as a right-of-way. Said Lots and Block as shown by Mason and Carswell's subdivision in Holly Hill of the Fleming purchase of the Thomas Fitch Grant and recorded in the office of the Clerk of the Circuit Court of Volusia County, Florida. ALSO The north 100 feet of Lot 18 Block 1, of Mason and Carswell's subdivision of Holly Hill, except, the Westerly 150 feet thereof heretofore conveyed to Roy G. Allen and wife. ALSO a right-of-way or easement over and upon that strip of land 12 feet wide paralleling the north side of Lot 18, a distance of 150 feet, it being the intention of the Grantor herein to convey to the party of the second part a right-of-way over and upon the within mentioned 12 feet as a means of egress and ingress from Daytona Street to the property above granted. ALSO, all of that property lying east of Riverside Drive, formerly known as Daytona-Ormond Road, of Lot 2, Block 2, lying between the easterly line of Florence Court and the east line of said Lot 2, Block 2, J Fitch Walker's subdivision of Murdock Tract, Holly Hill, as surveyed and platted by D. D. and C. M. Rogers, except the southerly 40 feet and the northerly 10 feet, thereof. It being the intention of the Grantors herein to convey only so much of said Lot 2, Block 2, as lies east of the Old Dixie Highway, known as Daytona-Ormond Road, now known as Riverside Drive, and the riparian rights thereunto belonging. This conveyance is made subject to any and all outstanding State and County and City Taxes and Improvement Liens.

50¢ Florida & 50¢ U. S. Documentary Revenue stamps attached and cancelled. TWT. 11/8/57

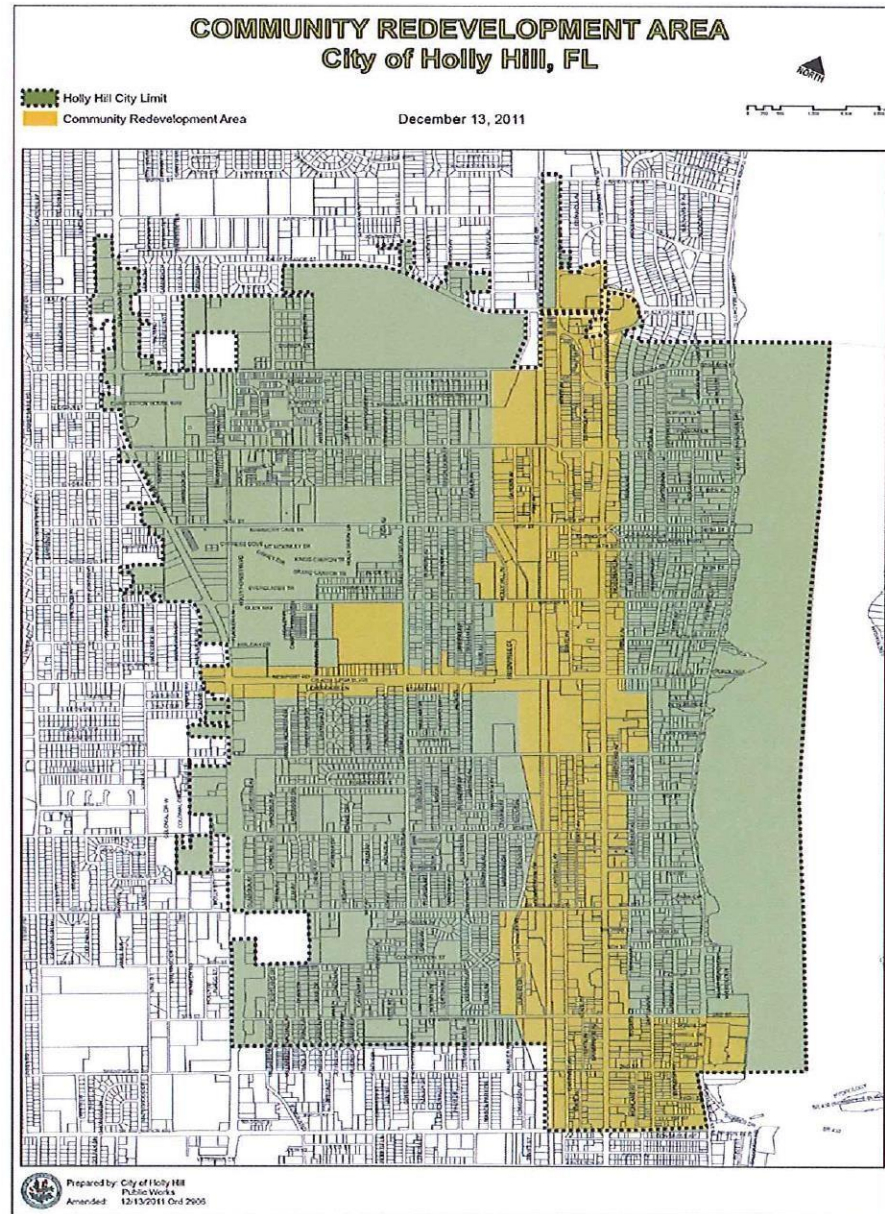
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower and right of dower, separate estate, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its own proper use, benefit and behoof forever.

And the said parties of the first part, for themselves and for their heirs, executors and administrators, do covenant, promise and agree to and with the said party of the second part, its successors and assigns, that the said parties of the first part, at the time of the enrolling and delivery of these presents, are lawfully seized of and in all and singular the above granted, bargained and described premises, with the appurtenances, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid. And the said party of the second part, its successors and assigns, shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted, premises and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same, by, through and under the grantors herein.

And the said parties of the first part, for themselves and for their heirs, the above described and hereby granted, and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors and against all and every person or persons

Exhibit A – Community Redevelopment Area Map



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Attachment: CRA Rendering (2019-O-3016 : Alcohol Ordinance and Definitions Amendments)

initials