CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MAY 14, 2024

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Mayor Via asked for a motion to EXCUSE Commissioners Penny and Currie from tonight's meeting due to vacation plans that were already planned way in advance.

*Commissioner Johnson made a motion to **EXCUSE COMMISSIONERS PENNY AND CURRIE FROM TONIGHT'S REGULAR CITY COMMISSION MEETING,** seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 3-0.

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

b. Invocation by Commissioner John Danio

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Edith Gadson, Holly Hill; Kim Gadson, Holly Hill; Jim Legary, Holly Hill; Phil Wahby, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - April 23, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

Enacted and approved this 14th day of May, 2024, in Holly Hill

4. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone from the audience who wished to speak on any item on the Consent Agenda or if any member of the City Commission wished to pull an item for further discussion. There was no one.

1. –2024-R-28 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement Between the City of Holly Hill and the Holly Hill Historic Preservation Society, Inc., Establishing Terms and Conditions of the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

RESOLUTION
2024-R-28
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC., ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE HOLLY HILL HISTORIC PRESERVATION SOCIETY, INC.; ESTABLISHING TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN

EFFECTIVE DATE.

WHEREAS, the City does hereby lease and demise unto the Holly Hill Historic Preservation Society, Inc., the premises known as Sica Hall, 1065 Daytona Avenue, Holly Hill, FL, 32117 consisting of approximately rooms designated as Room 1 and Room 2 for $1.00 per year; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has proven to provide a service of maintaining historic artifacts with their custody; and

WHEREAS, the Holly Hill Historic Preservation Society, Inc., has requested the term of the lease agreement be for a period of five (5) years with two (5) year renewals.

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

SECTION 1. That the City Manager is hereby authorized to sign the lease agreement attached hereto.

SECTION 2. That the term of this agreement shall commence on May 1, 2024 and end on April 30, 2029.

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, or force, or effect of any other section or part of this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Enacted and approved this 14th day of May, 2024, in Holly Hill

2. –2024-R-29 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Increase of the Not to Exceed Cost of Resolution 2023-R-54 to $150,000 for Manhole Rehabilitation and Approve the Proposal from Danus Utilities in the Amount of $105,726 for Repairs of Nine (9) Deteriorated Manholes and Twelve (12) Leaking Rings and Lids and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

RESOLUTION
2024-R-29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE INCREASE OF THE NOT TO EXCEED COST OF RESOLUTION 2023-R-54 TO $150,000 FOR MANHOLE REHABILITATION AND APPROVE THE PROPOSAL FROM DANUS UTILITIES IN THE AMOUNT OF $105,726 FOR REPAIRS OF NINE (9) DETERIORATED MANHOLES AND TWELVE (12) LEAKING RINGS AND LIDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system maintain its sanitary collection system with over 1,000 manholes and 30 lift stations; and

WHEREAS, City Resolution No. 2023-R-54 approved a piggy-back the City of Clermont service agreement 2023-071 with Danus Utilities for specialty repair of the sanitary sewer manholes, vaults, and lift station rehabilitation services and established a not to exceed cost of $75,000.00; and

WHEREAS, Danus Utilities was requested to evaluate and provide a quote for the rehabilitation services for twelve (12) manholes and non (9) rings and lids in need of repair: and

WHEREAS, Danus Utilities provided a proposal of lids and ring repair for $105,726.00 for the rehabilitation services.

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

<u>SECTION 1</u>. That the Commission of the City of Holly Hill increase the not to exceed cost of Resolution 2023-R-54 to $150,000.

SECTION 2. That the Commission of the City of Holly Hill approve the proposal from Danus Utilities in the amount of $105,726 and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Enacted and approved this 14th day of May, 2024, in Holly Hill

3. 2024-R-30 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

RESOLUTION
2024-R-30
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS C & D OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES AND AUTHORIZE THE CITY MANAGER TO

EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to pursue the undergrounding of utilities within the CRA corridor on US1 from Walker Street to the north City limits; and

WHEREAS, Mead and Hunt, Inc., has submitted a task order to provide Professional Engineering Services necessary to complete Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

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

SECTION 1. The City Commission approves the proposed task order submitted by Mead and Hunt, Inc., for Parts C & D of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

SECTION 2. The City Commission authorizes the City Manager to execute the proposed task order submitted by Mead and Hunt, Inc.

SECTION 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Enacted and approved this 14th day of May, 2024, in Holly Hill

4. 2024-R-31 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Emergency Sewer Cleaning and Repair for a Not to Exceed Amount of $79,000 Under Resolution 2024-R-18 and Authorizing the City Manager to Execute Any Agreements with Inliner Solutions, LLC; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

RESOLUTION
2024-R-31
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING EMERGENCY SEWER CLEANING AND REPAIR FOR A NOT TO EXCEED AMOUNT OF $79,000 UNDER RESOLUTION 2024-R-18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING EMERGENCY SEWER CLEANING AND REPAIR FOR A NOT TO EXCEED AMOUNT OF $79,000.00 UNDER RESOLUTION 2024-R-18 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH INLINER SOLUTIONS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill maintains a cleaning, TV and lining contractor for the rehabilitation the sewer collection system due to their age and condition; and

WHEREAS, The City of Holly Hill approved Resolution 2024-R18 with Inliner Solutions, LLC to provide for sanitary rehabilitation services under a piggy-back agreement with the City of Hollywood, Florida; and

WHEREAS, The City has quotes for Inliner Solutions, LLC for sanitary sewer pipelining in an amount no to exceed $79,000 to reline sanitary pipes throughout the City.

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

SECTION 1. The City desires to have the sanitary pipes in various areas of the City of Holly Hill inspected and lined.

SECTION 2. The City of Hollywood has an active contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. The City desires to piggyback The City of Hollywood Bid Number IFB-0001-23-0T for the Sanitary Pipe Lining in various locations in Holly Hill, FL in an amount not to exceed $79,000.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Enacted and approved this 14th day of May, 2024, in Holly Hill

5. 2024-R-32 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Indian River Contract ITB 2023056 with Precision Contracting Services, Inc., and Authorizing the City Manager to Execute Any Agreements with Precision Contracting Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

RESOLUTION
2024-R-32
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE INDIAN RIVER CONTRACT ITB 2023056 WITH PRECISION CONTRACTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS WITH PRECISION CONTRACTING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City maintains a robust computer network to provide services to its residents that requires maintenance and modification services to remain in optimal condition; and

WHEREAS, Indian River County, FL has an active Contract Number ITB 2023056 with Precision Contracting Services, Inc., to provide for communication services; and

WHEREAS, The City desires to piggyback the Indian River County, FL contract ITB 2023056 with Precision Contracting Services for computer communication services as needed to support capital projects and maintenance throughout the City.

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

SECTION 1. The City desires to maintain robust communication network to provide City of Holly Hill services.

SECTION 2. Indian River County, FL has an active contract with Precision Contracting Services, Inc., for communication services.

SECTION 3. The City Commission approves the piggybacking of Indian River ITB 2023056 with Precision Contracting Services Inc. to improve and maintain the computer network in Holly Hill, FL capital projects and maintenance as budgeted annual or approved by City Commission.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024.

Enacted and approved this 14th day of May, 2024, in Holly Hill

5. REGULAR AGENDA

1.

Daytona Climbing Incentive Agreement and Amended Escrow

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

Enacted and approved this 14th day of May, 2024, in Holly Hill

6. PUBLIC HEARINGS

1. 2024-O-3076 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

ORDINANCE
2024-O-3076
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

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

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Exhibit A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Written Development Agreement, attached to this Ordinance as **Exhibit B** and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all Ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 14th day of MAY, 2024 for second and final reading.

EXHIBIT "A"

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

WRITTEN DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. ____________

DEVELOPMENT AGREEMENT for the project known as Daytona Climbing Company Planned Unit Development (BPUD) located at 627 Ridgewood Avenue, Holly Hill, FL, 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of ___________, 2024, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Daytona Climbing Company, LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 3100 S Ridgewood Avenue, #154, South Daytona, FL 32119.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property as a world class indoor rock-climbing facility; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _________, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the BPUD shall consist of this Agreement as the Written Development Agreement of the BPUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, (hereinafter the "Master Development Plan") subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Rock Climbing Gym with usual and customary uses such as sales of rock climbing equipment and accessories and sales of non-alcoholic drinks and snacks.

B. Prohibited principal uses, if any:
1. Unless a use is specifically stated as permitted, it is prohibited.

C. Permitted maximum intensity measured in floor area ratio: 4.55

D. Impervious surface is not to exceed 75% of the gross square footage for the Subject Property.

E. Minimum open space shall be 25% of the subject property.

F. Minimum landscaping is as shown and described on the Preliminary Development Plan.

G. Minimum lot size area (in acreage or square footage): 82,000 square feet

H. Minimum lot width (in feet): 100 feet

I. Minimum yard building setbacks:
1. Front yard: 25 ft
2. Side yard: 10 ft
3. Street side yard: 25 ft
4. Rear yard east side abutting homes: 35 ft

J. Maximum building height (in feet): 70 ft

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. If abutting residential property, lighting shall not exceed 5-foot candles at the property line.

M. The project shall consist of 2 phases. Phases are shown on the Preliminary Plan and described as follows:

Phase I - 8,000 square foot rock climbing facility

Phase II - 6,500 building

N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

O. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility system when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

P. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

Q. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the BPUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder including but not limited to, signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of a Certificate of Occupancy / Completion, on that portion of the Subject Property to which the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence, and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in the paragraph below titled, "**Notices**."

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

13. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

14. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

15. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Matthew W. Smith

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

With copy to:

Garrett Zinke

Daytona Climbing Company LLC

3100 S Ridgewood Avenue #154,

South Daytona, FL 32119

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

16. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

17. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

18. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

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

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

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

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

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

24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

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

26. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that <u>minor amendments</u> to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. **Future phases of an approved project may be handled as a minor amendment if such method of approval is specifically authorized by the City Commission at the time that the first phase is approved.**

<u>Major amendments</u> will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

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

<u>EXHIBIT "A"</u>

LEGAL DESCRIPTION: (O.R.B. 6442, PG 2292)

PARCEL 1

THE WESTERLY 230 FEET OF LOTS 7 AND 8, BLOCK 15, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE WESTERLY 20 FEET THEREOF HERETOFORE CONVEYED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES AND EXCEPTING THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET THEREOF.

PARCEL 2

THE EASTERLY 75 FEET OF THE WESTERLY 95 FEET OF THE SOUTHERLY 70 FEET OF LOTS 7 AND 8, BLOCK 15, MASON & CARSWELL'S HOLLY HILL, AS PER MAP RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Development Plan

TO BE ATTACHED

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

	OWNER/DEVELOPER
	By:
________________________	________________________
Signature of Witness # 1	Signature
________________________	________________________
Print or type name	Print or type name

	As:
______________________________	______________________________
Signature of Witness #2	Print or type
______________________________	**ATTEST:**
Print or type name	______________________________
	Signature
	______________________________
	Print or Type Name
	As:
	______________________________
	Mailing Address: ________________
	______________________________
	______________________________

STATE OF FLORIDA

COUNTY OF ________________________

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

NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Signature

____

Printed Name

Commission No.: ___________

My Commission Expires: ___________

DEVELOPER

By:

______________________________ ______________________________

Signature of Witness # 1 Signature

______________________________ ______________________________

Print or type name Print or type name

As:

______________________________ ______________________________

Signature of Witness #2 Print or type

ATTEST:

____

Print or type name

____

Signature

____

Print or Type Name

As:

____

Mailing Address: ______________________

____

____

STATE OF FLORIDA

COUNTY OF ________________________

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

NOTARY PUBLIC, STATE OF FLORIDA

____
Notary Signature

____

Printed Name

Commission No.: __________

My Commission Expires: __________

CITY OF HOLLY HILL:

By:

____

Date: ____

ATTEST:

____

Date: ____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF __________________

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

NOTARY PUBLIC, STATE OF FLORIDA

____

Notary Signature

____

Printed Name

Commission No.: __________

My Commission Expires: __________

Approved as to form and legality for use and

reliance by the City of Holly Hill, Florida

____

Scott Simpson
City Attorney

Enacted and approved this 14th day of May, 2024, in Holly Hill

2. 2024-O-3077 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2 (Administration), Section 2-30 (Salary, Health and Life Insurance; Expenses) Increasing the Expense Allowance and Honorarium for the Mayor from $12,000 to 17% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes and for City Commissioners from $8,000 to 11.5% that of the Salaries of Elected Constitutional Officers and School Board Districts Each Fiscal Year, Pursuant to the Salary Formula in Chapter 145, Florida Statutes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
Mr. Forte stated the changes were made from the direction of the City Commission at the last meeting to the Ordinance. It contains only the increases that Attorney Simpson just mentioned and does not include any of the dependent health insurance that was discussed.

Mayor Via mentioned that he was reading through the Ordinance and had a question for Attorney Simpson. He thinks it’s too ambiguous when it comes to how that percentage is calculated. What he means is in the title it only mentions salaries of elected constitutional officers and school board districts each year and then a further down it says that again

then in the "Whereases" it says, *"it is the proposed increase is a fix percentage of salaries of elected constitutional officers in school board districts Table 3., and then in parenthesis, County Commissioners"* and then it stops. When he reads through the city's Municode and he looks at everything that's been passed by any City Commission, if he were to read this would it be in bold and the all of the caps?
Attorney Simpson stated, no. It would be…Section 1.
Mayor Via stated, okay. Section 1., moving to that. It is also ambiguous there, specifically. That's what he thought. He thought that's what he would be reading where it says, "expense allowance health insurance and honorarium, Section 2-30." It mentions the elected constitutional officers in school board districts but it doesn't say anywhere that it's calculated off of the County Commissioner, specifically. He thinks that needs to be added in there because in that Table 3., there's a lot of different constitutional officers. Some of them making $182,000, some of them making $50,000. It should say Volusia County Commissioners, that's another thing he was going to bring up. But he doesn't see where it says County. Is it in Section 2-30?
Mr. Forte stated he thought the Mayor was looking at the "Whereas".
Mayor Via stated in the "Whereas" it mentions it.
Attorney Simpson stated constitutional officers in school board districts…
Mayor Via stated Table 3, which is the correct title for…
Attorney Simpson stated it's not actually in the Section 2-30, doesn't reference Table 3.
Mayor Via stated okay, you're right. So, it should.
Attorney Simpson stated that would clarify it. He remembers when they were talking about it before and Commissioner Penny came over and showed me because there was a question about it and he showed me the chart.
Mayor Via stated and he has the chart here. Table 3 is not specifically only for County Commissioners. It's for all of the elected constitutional officers.
It was suggested to include the following wording and to update the "Whereas" Section as follows, with the assistance of Attorney Simpson and Mr. Forte:

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 2 (Administration), Section 2-30 (Salary, health and life insurance; expenses) to read as follows: **Sec. 2-30. Expense allowance, health insurance, and honorarium.**

(a) The annual expense allowance for the city commission, except for the mayor, shall be 11.5% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3, as amended, payable in 26 equal installments. The annual expense allowance for the mayor shall be 17% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3, as amended, payable in 26 equal installments. If actual expenses are less than the expense allowance, any excess funds over actual expenses shall constitute an honorarium. Any salary adjustment outlined above shall take effect on January 1, 2025 and then on October 1st of each subsequent year.

Mayor Via opened public participation. No one spoke.

Commissioner Danio made a motion to ***APPROVE ORDINANCE 3077, WITH THE UPDATED WORDING AS READ BY ATTORNEY SIMPSON: THE ANNUAL EXPENSE ALLOWANCE FOR THE CITY COMMISSION, EXCEPT FOR THE MAYOR, SHALL BE 11.5% OF THE SALARIES OF VOLUSIA COUNTY***

COMMISSIONERS AS ESTABLISHED BY THE STATE OF FLORIDA IN CHAPTER 145 FLORIDA STATUTES, TABLE 3, AS AMENDED, PAYABLE IN 26 EQUAL INSTALLMENTS. THE ANNUAL EXPENSE ALLOWANCE FOR THE MAYOR SHALL BE 17% OF THE SALARIES OF VOLUSIA COUNTY COMMISSIONERS AS ESTABLISHED BY THE STATE OF FLORIDA IN CHAPTER 145 FLORIDA STATUTES, TABLE 3, AS AMENDED, PAYABLE IN 26 EQUAL INSTALLMENTS. IF ACTUAL EXPENSES ARE LESS THAN THE EXPENSE ALLOWANCE, ANY EXCESS FUNDS OVER ACTUAL EXPENSES SHALL CONSTITUTE AN HONORARIUM. ANY SALARY ADJUSTMENT OUTLINED ABOVE SHALL TAKE EFFECT ON JANUARY 1, 2025 AND THEN ON OCTOBER 1ST OF EACH SUBSEQUENT YEAR, *seconded by Commissioner Johnson.*

PASSED, 2-1 (Mayor Via - No)

RESULT:	**ADOPTED AT 2ND READING [2 TO 1]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Danio, Johnson
NAYS:	Via
EXCUSED:	Penny, Currie

ORDINANCE
2024-O-3077
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-30 (SALARY, HEALTH AND LIFE INSURANCE; EXPENSES) INCREASING THE EXPENSE ALLOWANCE AND HONORARIUM FOR THE MAYOR FROM $12,000 TO 17% THAT OF THE SALARIES OF ELECTED CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES AND FOR CITY COMMISSIONERS FROM $8,000 TO 11.5% THAT OF THE SALARIES OF ELECTED

CONSTITUTIONAL OFFICERS AND SCHOOL BOARD DISTRICTS EACH FISCAL YEAR, PURSUANT TO THE SALARY FORMULA IN CHAPTER 145, FLORIDA STATUTES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has not had an increase in their salary, health and life insurance; expenses since 2001; and

WHEREAS, the cost of performing the duties of the Mayor and City Commissioner has increased equivalently with the cost of living; and

WHEREAS, the proposed increase is a fixed percentage of the salaries of Elected Constitutional Officers and School board Districts Table 3 (County Commissioners); and

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 2 (Administration), Section 2-30 (Salary, health and life insurance; expenses) to read as follows:

Sec. 2-30. Expense allowance, health insurance, and honorarium.

(a) The annual expense allowance for the city commission, except for the mayor, shall be 11.5% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3. as amended, payable in 26 equal installments. The annual expense allowance for the mayor shall be 17% of the salaries of Volusia County Commissioners as established by the State of Florida in Chapter 145 Florida Statutes, Table 3, as amended, payable in 26 equal installments. If actual expenses are less than the expense allowance, any excess funds over actual expenses shall constitute an honorarium. Any salary adjustment outlined above shall take effect on January 1st 2025 and then on October 1st of each subsequent year.

SUBSECTION (B) (C) AND (D) SHALL REMAIN UNCHANGED

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective January 1, 2025.

APPROVED AND AUTHENTICATED on this 14th day of May, 2024 for second and final reading.

Enacted and approved this 14th day of May, 2024, in Holly Hill

3.

782 S Yonge Street - Bintelli Golf Cart Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Danio, Johnson
EXCUSED:	Penny, Currie

Enacted and approved this 14th day of May, 2024, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments
Mr. Forte stated from his perspective the dedication to the Veterans Memorial Monument was one of his more prouder moments as a City Manager.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Danio stated that Saturday was a busy day. They started out at Sunrise Park for the Holly Hill School Fishing Clinic Club, there were various booths around the park, great turnout for their first annual, weather was nice then he went over to Copper Bottom for the fundraiser for reading and that was a success, then they headed over to the ribbon cutting at Pictona for the Atena Gardens, which was great and the Veterans Memorial monument dedication, you can't say enough about it. Proud of that.

Commissioner Johnson stated the Veterans Memorial monument dedication was super great. Reminded everyone that at the end of the month is Memorial Day. Glad to see that someone signed up for District 3, glad to see that someone wants to serve. He kind of worries sometimes that people are not interested and what would they do if no one came forward. Spoke briefly about LPGA and the amount of traffic that is backed up every day. The county is still working on the study so that's a good thing. Everything is moving forward and happy about how things are moving forward in Holly Hill.

D. Mayor's Comments

Mayor Via stated that's what he was going to speak about, the Veterans Memorial Monument dedication. He completely echo's what Mr. Forte said. They have done a lot here in his 8th year in office. If you haven't seen the Veterans Memorial out front in front of City Hall, take time to go look at it. Go towards the street and look at it and there's fifteen names inscribed into stone of Holly Hill men, they're all men that served, gave their life for our Country and they are from Holly Hill. The city thought it would only be fitting to have their names etched into the history of City Hall forever. It was a very meaningful dedication unveiling ceremony. Thank you, Mr. Forte, I was going back through emails as we talked about from five years ago, you and I, throwing around ideas about it and for it and put it on our goal settings session and funded all these years and finally got to have that come to fruition. He agrees with Mr. Forte, they have done a lot in eight years but this one is really something special. Every time I drive by every single day, I take a look at it and think how beautiful it is. The most meaningful part is the amount of people who knew these men on the stone and the family members, the moms, the uncles, the nieces, the friends and I have received so many phone calls. After the memorial I stayed the whole time just to talk to every single one of them and they were all extremely touched and honored and I just think that there's not enough we can ever do as US citizens to make sure that they are always honored and that we always give thanks to them so that future generations can always remember it and make sure that we always defend our Country. Especially, in this day and age that we're coming into. He thought that was very special. Mayor Via thanked Mr. Forte and all his staff, thanked the City Clerk, thanked Mr. Walker, Malia and Mr. Cox, Steve at Public Works, Manny from Publix Works, and all of the city's officers who were there and able to contribute. Everyone really appreciated it. Mayor Via asked for an update on the property where the car wash was supposed to go on Nova Rd/Flomich. Where are they with the possible demolition.

Mr. Forte stated Mr. Walker just reported to him today that he received a demolition permit request, which was granted and we should see demolition start next week. Staff was moving forward with condemnation so that the city would tear it down ourselves. He just wants to remind the City Commission and whatever happens in the future, happens in the future but there's a growing lien on that property that would be considered a second lien and by policy, not eligible for a lien reduction. He will just throw that out there as a seed and see what happens in the future.

Mayor Via stated thank you and he appreciates all the hard work that staff has done on that. He also thanked Mr. Forte and Mr. Walker for addressing the issues at The Vineyards. The old Vineyards that is now becoming homes over there, with the complaints from the neighbors around it. He knows that staff has been working hard to address it. He will say that he put in a couple of emails today that just, for him, adds insult to injury because, as they know, he wasn't for the project but now that it has been moving forward, to see the disregard, he thinks, of the neighborhood and the neighbors, is disgusting to him. He absolutely hate that. He just wishes they would do the right thing there. He has to express that. It’s how he feels but the right way to go about it is the way that Mr. Forte and Mr. Walker have diplomatically talked to them and hopefully come to a better conclusion there. He just wanted to make note of that.

8. ADJOURNMENT

The meeting adjourned at approximately 7:10 PM.

Valerie Manning, City Clerk,CMC 5/14/2024

John Penny, District 1 - Commissioner 5/14/2024