



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 11, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John 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:

Dawn Bolin, Holly Hill; Lois Carter, Holly Hill; and Gilles Blais.

3. APPROVAL OF MINUTES

1.

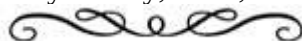
Minutes - June 27, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 11th day of July, 2023, in Holly Hill



4. CONSENT AGENDA - ITEM (1)

1.

MOU Between Coastal Crisis Negotiations Team (CCNT) and the Holly Hill Police Department

(Requested by Jeff Miller, Police)

Mayor Via asked if there was anyone in the audience who wished to speak to the item on the Consent Agenda.

Dawn Bolin, Holly Hill, spoke.

There was no one from the City Commission who had any questions or wished to speak about this item.

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

**5. REGULAR AGENDA**

1.

Request for Lien Reduction - 905 Hartford Avenue

(Requested by Joseph Forte, City Manager)

Mr. Forte went through his staff report for the Mayor and City Commissioners pertaining to the lien reduction request for 905 Hartford Avenue, Holly Hill. The property was formally owned by Douglas Eugene Elrod. The property had been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill. On May 14, 2020, the City conducted a public hearing in front of the Special Master who found that the Property was in violation of three International Property Maintenance Codes, 304.1, exterior maintenance; 304.6, exterior walls; and 304.7 roofs and drainage. Work has started on the property without the proper permits or engineering drawings. Mr. Forte stated the City was in contact with a proposed buyer in 2021 who was interested in buying and rehabilitating or demolishing the Property. The City was willing to allow the Buyer a reasonable opportunity to refurbish or demolish the Property in a timely manner and was willing to reduce the outstanding code enforcement fines upon completion. The initial proposed buyer withdrew from the purchase option so the Agreement was never executed with this particular buyer. A short time later, Mr. Don Kane inquired about the property. Mr. Kane was provided all of the information and was offered the same agreement as the previous potential buyer. Mr. Kane had agreed to the stipulations however, the agreement was never executed and Mr. Kane proceeded with making the required repairs. As of this request, the property is currently in compliance. As part of the original agreement (attached), the City was not to proceed with foreclosure of existing code enforcement

liens against the Property as long as the Buyer performs the obligations in the Agreement. If Buyer satisfactorily complies with the above terms and conditions and pays the City the sum of \$8,000, or demolishes the structure and pays the City \$8,000.00, the City shall satisfy and release all outstanding City code enforcement liens on the Property. If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue any and all remedies available to the City including the foreclosure due to existing recorded City Code enforcement liens. Staff is requesting to approve the settlement payment of \$8,000.00 to be paid to the City no later than July 29, 2023. Failure to make the payment by July 29, 2023 will result in the lien remaining on the property and the city is authorized to begin the foreclosure process to recoup the full lien amount.

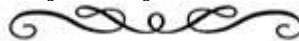
Mayor Via opened public participation. No one spoke. (Don Kane was present but did not wish to speak)

Commissioner Currie made a motion to ***APPROVE THE LIEN REDUCTION REQUEST FOR 905 HARTFORD AVENUE AND THE SETTLEMENT PAYMENT OF \$8,000 TO BE PAID TO THE CITY NO LATER THAN JULY 29, 2023; FAILURE TO MAKE PAYMENT BY THAT DATE WILL RESULT IN THE LIEN REMAINING ON THE PROPERTY AND THE CITY IS AUTHORIZED TO BEGIN THE FORECLOSURE PROCESS TO RECOUP THE FULL LIEN AMOUNT,*** seconded by Commissioner Penny.

PASSED, 5-0.

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

Enacted and approved this 11th day of July, 2023, in Holly Hill



2. -DOC-2023-8

Request for a Lien Reduction - 124 Daytona Avenue

(Requested by Joseph Forte, City Manager)

Mr. Forte went through his staff report for the Mayor and City Commissioners pertaining to the lien reduction request for 124 Daytona Avenue. The property is owned by Vermont, LLC which is a Florida Limited Liability Company whose Registered Agent and Managing Member is B. Spivey with an address of 1728 Kingsley Avenue, Ste. 22 Orange Park, FL 32073. The property is a rental property and was presented to the Special Master on May 12, 2022. The Special Master's conclusion of law determined the following code violations were in existence, IPMC 305.1, IMPC 305.3 and IPMC 604.3 and provided a time to cure. Since the property had not been brought into compliance, fines started to accumulate at a rate of \$50.00 per day, per violation. Effective June 20,

2023, all violations have been corrected therefore, the property owners is eligible to request a lien reduction according to the city's ordinance. Staff recommends reducing the lien from \$55,350 to the amount of \$6,022.08.

Mayor Via opened public participation.

Jim Legary, Holly Hill, spoke.

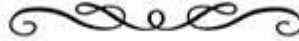
Mayor Via closed public participation.

Commissioner Danio made a motion to ***APPROVE REDUCING THE LIEN FROM \$5,350.00 TO \$6,022.08. PAYMENT MUST BE RECEIVED NO LATER THAN AUGUST 11, 2023. FAILURE TO PAY WILL RESULT IN THE LIEN NOT BE REDUCED OR RELEASE WITH NO OPTION FOR ANOTHER REQUEST AND THE CITY MAY FILE A FORECLOSURE ACTION AGAINST THE PROPERTY,*** Commissioner Currie.

PASSED, 5-0.

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

Enacted and approved this 11th day of July, 2023, in Holly Hill



6. PUBLIC HEARINGS

1. -2023-O-3060 Ordinance

SECOND READING - ORDINANCE 3060 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified in Attachment "A", by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Low Medium-Density Residential (LMDR) to Commercial and Further Adding Text to Restrict Commercial Development on Such Parcels to Specific Storage Uses; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3061 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from CC-1 (Commercial Corridor District) and R-7 (Medium-Density Multi-Family Residential) 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)

Attorney Simpson reminded the Mayor and Commissioners that these two Ordinances will be presented as one item, however, they will be voted on separately just like they did for first reading.

Brian Walker, City Planner mentioned that there has been no changes since the first reading of both Ordinances.

Rob Merrell, Cobb Cole, Daytona Beach, was present on behalf of the applicant to answer questions. Mr. Merrell didn't have anything else to add since first reading.

Mayor Via opened public participation for both Ordinances. No one spoke.

Commissioner Johnson made a motion to ***ADOPT SECOND READING OF ORDINANCE 3060, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES***, seconded by Commissioner Penny.

PASSED, 5-0.

Commissioner Johnson made a motion to ***ADOPT SECOND READING OF ORDINANCE 3061, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT)***, seconded by Commissioner Currie.

PASSED, 5-0.

Mayor Via opened public participation. No one spoke.

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

ORDINANCE

2023-O-3060

SECOND READING - ORDINANCE 3060 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3061 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 3060

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM LOW MEDIUM-DENSITY RESIDENTIAL (LMDR) TO COMMERCIAL AND FURTHER ADDING TEXT TO RESTRICT COMMERCIAL DEVELOPMENT ON SUCH PARCELS TO SPECIFIC STORAGE USES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR

SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has reviewed the future land use designation for the parcels described in Attachment “A” and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified in ATTACHMENT A Commercial.

SECTION 2. The City's Comprehensive Plan is hereby amended by adding text to policy 1.1.2, to read as follows (**bold** and underline indicates added text):

*General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.) **Certain parcels with the General Commercial Development land use shall be restricted to development (commercial use limitation) consisting of mini-warehouse, vehicle/trailer, and outdoor covered storage uses, limited to the traffic generating equivalent of 700 personal storage units and shall only be developed as part of a planned development for a storage unit project encompassing said parcels along with the adjacent parcel on Nova Road currently identified as parcel 42420M000020.***

Parcels subject to the commercial use limitation are identified as 424204340220, 424286030260, 424286030250, 424286030240, 424286020060, 424286020070, 424286020050, 424286020040, 424286020030, 424286020011, with the subject parcels and area further legally described and shown in the attachment named “Legal Description of Parcels with Commercial Use Limitation.”

Unless said parcels having the commercial use limitation are developed as part of a planned development storage unit project on the Nova Road parcel currently known as 42420M000020, then such parcels shall not be developable until a future land use amendment to the

Comprehensive Plan for such parcels is adopted by the City.

SECTION 3. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. The proposed amendment will not become final until thirty-one (31) days following adoption by the City Commission unless a challenge is filed per 163.3187(5) Fla. Stat. If a timely challenge is filed, the amendment will not become effective until the State Land Planning Agency issues a final order determining that the amendment is in compliance. In any event, the amendment shall not become effective until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

APPROVED AND AUTHENTICATED on the 11th of JULY, 2023 for second and final reading.

ATTACHMENT "A"LEGAL DESCRIPTION OF PARCELS SUBJECT TO FLU MAP AMENDMENT AND COMMERCIAL USE LIMITATIONParcels

4242-86-03-0240, 4242-86-02-0040, 4242-04-34-0220, 4242-86-02-0070, 4242-86-02-0030
4242-86-03-0260, 4242-86-02-0060, 4242-86-03-0250, 4242-86-02-0050, 4242-86-02-0011

LEGAL DESCRIPTION:

(NO. 1 - ORIGINAL OWNERSHIP OF REAR PARCEL.)

PARCEL 1:

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST COMER OF THE NORTH 1/2 OF LOT 23;

THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER

OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT- OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL CONTAINING 5.19 ACRES, MORE OR LESS.

ORDINANCE NO. 3061

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND R-7 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL) 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 City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

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

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

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

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

SECTION 5. This ordinance shall become effective upon approval of the future land use map and text amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICATED on the 11th of JULY, 2023 for second and final reading.

ATTACHMENT "A"

LEGAL

DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF

THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

AND

LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

ATTACHMENT “B”

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Nova Road Storage Planned Unit Development (PUD) located along Nova Road in Holly Hill, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2023, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and NISBETT PROPERTIES, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 332 John Anderson Drive, Ormond Beach, FL 32176.

W I T N E S S E T H

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

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

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

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

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

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

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

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

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

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

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

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

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

A. Permitted principal uses allowable on the Subject Property within the Eastern Portion and Western Portion, as illustrated on Exhibit B:

1. Eastern Portion: Abutting Nova Road on Parcel # 4242-0M-00-0020 aka 1704 Nova

Road: Three story, indoor, climate-controlled storage facility - approximately 119,000 square feet of total building area, as shown on the Preliminary Development/Site Plan.

2. Western Portion: Covered and uncovered RV and Boat storage on Parcel now known as 4242-04-34-0220, as shown on the Preliminary Development/Site Plan.

A. Prohibited principal uses, if any:

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

B. Proposed minimum floor area ratio: 2.0

C. Impervious surface is not to exceed 80% of the gross square footage for the Subject Property.

D. Minimum open space shall be 20% of the subject property.

E. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of five (5') feet.

F. Minimum lot size area (in acreage or square footage): 10,000 sq. ft.

G. Minimum lot width (in feet): 100 ft.

H. Minimum yard setbacks:

1. Front yard: 15 ft. (Nova Road)
2. Side yard: 10 ft.
3. Rear yard: 15 ft.

I. Maximum building height (in feet): 45'

J. Minimum parking standards are as shown and stated on the Preliminary Plan for Eastern portion.

K. Lighting shall not exceed .5-foot candles at the property line.

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

1. Phase 1: 3 story, indoor, climate-controlled storage facility.
2. Phase 2: Covered and uncovered RV and Boat storage.

Phase 1 (3 story, indoor, climate-controlled storage facility) shall be complete and obtain a Certificate of Occupancy prior to Phase 2 being approved and permitted for use. Under no circumstances, including Force Majeure, "acts of God," or any other unforeseen events, shall Phase 2 be approved and permitted to operate, prior to Phase 1 being complete and receiving a Certificate of Occupancy. The Phase 1 and Phase 2 improvements may be constructed concurrently at Owner's discretion.

L. 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.

- M. Utility provision and dedication:** The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- N. 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.
- O. Transportation, site access, and traffic devices:** The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

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

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

8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or

intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

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

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

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

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA")

for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA or POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

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

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

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

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

OWNER/DEVELOPER'S REPRESENTATIVES:

Nisbett Properties, LLC
Richard Nisbett

332 John Anderson Drive
Ormond Beach, FL 32176

With copy to:

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

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

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

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

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment

shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

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

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

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

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

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

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

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

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

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

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

ATTEST:

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed NameCommission 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 _____, ____ (year), by
_____, who is personally known to me or produced _____ as
identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature_____
Printed NameCommission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and

reliance by the City of Holly Hill, Florida

Scott Simpson, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF

THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

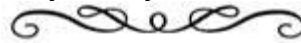
AND

LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

EXHIBIT "B"
PRELIMINARY DEVELOPMENT PLAN

Enacted and approved this 11th day of July, 2023, in Holly Hill



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte thanked the Mayor for his input on this and that is the fence around that portion of the HHK-8 School was installed and it gives that additional level of security that we all were looking for. Mr. Forte informed the Mayor and Commissioners that staff is meeting on a weekly basis to discuss the motels that the Commission talked about during the last Commission meeting and we're taking the approach at looking at the motels with regards to how they operate. They're supposed to be transient motels, which means if somebody comes there and they stay for less than 30 days as opposed to tenancy where they rent for long periods of time. We're looking at it from a Code Enforcement perspective, a building perspective, from a use perspective. We're not going to give them anymore time. Time is up. He has already sent three (3) of the motels to Attorney Simpson that have excessive fines on them and we're going to proceed with foreclosure proceedings, providing we can go ahead and do that. He just wanted to make the Mayor and Commissioners aware that staff is moving forward with that as quickly as they can.

B. City Attorney Comments

Attorney Simpson mentioned that he would not be at the next Commission meeting.

C. City Commission Comments

Commissioner Penny informed the Mayor and Commissioners that there was a Volusia League of Cities Board meeting today and he put in the request that we would respectfully ask to change the Holly Hill meeting date to December 14th so we can host it

at Pictona and that there was a conflict at Pictona on December 7th and the Board unanimously approved it. Commissioner Penny shared his concerns about the public restrooms at the parks. He believes they need to do something about and have a workshop to discuss the issues and concerns and see what the city can do to resolve the ongoing issues. The public restrooms in the parks are a huge problem. It's not the residents doing the damage or causing the issues, it's the people that don't live here and the vagrants. It's no fault to the city's janitorial staff. He has personally witnessed the mess and damage just shortly after it being cleaned by the city's janitorial staff.

There was consensus to workshop this issue and see what can be done to help resolve the issues discussed.

Commissioner Johnson mentioned that the LPGA Blvd., study is on the top of the list still and that there are summer camps taking place at the Volusia Sports Center.

Commissioner Currie mentioned that she will not be at the next Commission meeting. She will be attending her annual family reunion out of State.

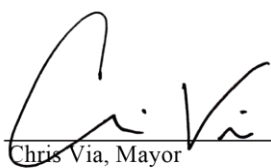
D. Mayor's Comments

Mayor Via thanked Mr. Walker and staff for getting the LPGA Blvd., on the study list. He appreciates Mr. Walker and everything he does. He just wants to make that clear because it was said earlier that the ball was dropped somewhere and he doesn't believe that to be true. He just wanted to publicly say thank you for all that he does for the city seen and unseen. Mayor Via thanked the Police Department, Officer McCorkle and Officer Weiss delivered a baby the other night at the Walgreens parking lot. He saw the video and news report and it was a great story. Mayor Via thanked Police Chief Miller for making it a priority to make sure that our city's schools is the safest it absolutely, positively can be and it's crazy that in this world we even have to think those ways and he knows that he has sat in on a couple of meetings with the Chief and Captain Yates, top priority and he knows that the Police Department is training now at the school; yesterday, today and tomorrow and thank you for fighting for the fencing that was needed outside that this community deserved and Mr. Forte as well for reaching out to the Superintendent making sure that got done. At the end of the day, we don't control the school but our community goes there and we have a right to make sure that they are safe. There's good work that is being done by the officers. He was honored to attend the Police Awards Ceremony and he is looking forward to more of those. He's interested in talking more about the bathrooms. He wants to see how they can keep them open. Maybe additional security. No answers yet. Chief, maybe we can talk about having surveillance there and some type of log to check it.

8. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.


Valerie Manning, City Clerk, CMC 7/11/2023

A handwritten signature in black ink, appearing to read "Chris Via". The signature is written over a horizontal line.

Chris Via, Mayor

7/11/2023