

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 12, 2023

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INCENTIVE AGREEMENT WITH ROCK CLIMBING BUSINESS**
 1. Incentive Agreement with Rock Climbing Business - 627 Ridgewood Avenue
(Requested by Valerie Manning, City Clerk)
4. **FUTURE CONCERTS AT PICTONA**
5. **PICTONA - USAGE OF SICA HALL AND CHAMBER OF COMMERCE BUILDING FOR SENIOR ACTIVITIES**
 1. Pictona - Usage of Sica Hall and HH Chamber Building - Senior Activities
(Requested by Valerie Manning, City Clerk)
6. **PICTONA IDENTITY / SLOGAN**
7. **SOLID WASTE FINDINGS UPDATE**
8. **NEIGHBORHOOD COMMUNITY MEETINGS FOR DEVELOPMENTS**
9. **ADJOURNMENT**

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

WORKSHOP DISCUSSION (ID # 4370)

Meeting: 12/12/23 05:00 PM
Department: City Clerk
Category: Workshop Item
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 4370

3.1

Incentive Agreement with Rock Climbing Business - 627 Ridgewood Avenue

ADDENDUM

WHEREAS, on the 11th day of January, 2021, the City of Holly Hill (City) and 627 Ridgewood, LLC (Buyer) have entered into a Purchase and Sale Agreement for the purchase of the Subject Property for a purchase price of \$200,000.00.

WHEREAS, the City is selling the Subject Property to the Buyer due to the Buyer's proposed development plans for the Subject Property. The proposed development is described in Exhibit A hereto.

WHEREAS, the City would not sell the Subject Property for this purchase price if the Buyer was not going to develop the Subject Property.

WHEREAS, the City requires assurance that the Buyer will develop the Subject Property pursuant to development plans attached as Exhibit A within a reasonable time of acquiring title to the Subject Property.

NOW, THEREFORE, for and in mutual consideration provided herein and the terms and conditions of the Purchase and Sale Agreement, the undersigned parties hereby agree to the following:

1) At the closing of the transaction in the Purchase and Sale Agreement, the Buyer shall deposit \$50,000.00 to be held by escrow agent, Scott E. Simpson, PA, pursuant to the terms and conditions herein and the Escrow Agreement attached as Exhibit B.

2) The terms and conditions of the Escrow Agreement shall be the following:

a) If the Buyer receives a Certificate of Occupancy from the City by June 28, 2024 for the development described in Exhibit A, the Escrow Agent shall release the \$50,000.00 to the Buyer.

b) If the Buyer does not receive a Certificate of Occupancy from the City by June 28, 2024 for the development described in Exhibit A and deliver it to the Escrow Agent by July 8, 2024, the Escrow Agent shall release the \$50,000 to the City.

3) The Escrow Agent shall be Scott E. Simpson, PA and shall serve according to the terms and conditions of the Escrow Agreement attached as Exhibit B.

City of Holly Hill

BY: [Signature]
TITLE: City Manager
DATE: 1-11-2022

627 Ridgewood, LLC

BY: [Signature]
TITLE: Managing Member
DATE: 01/11/22

EXHIBIT "B"**627 N Ridgewood Ave, Holly Hill, FL 32117**

Requirements for the 627 Ridgewood LLC Project shall be:

- 1) Buyer shall request to rezone the Subject Property to a planned development (PD) zoning.
- 2) The Project shall be a building with a minimum footprint of 16,000 sq. ft. with a construction budget of approximately \$2.5 million.
- 3) The building shall be constructed of a steel frame with a façade consistent with the Community Development Agency design standards. The Buyer shall request during the PD negotiation process for the building to have a ceiling height of 40 feet and will include as many windows on the west side facing Ridgewood Avenue as reasonably possible. The remaining space, where possible, will have a second floor outdoor patio space and additional seating at the ground level.
- 4) The Buyer will occupy at least 50% of the space of the building for its rock climbing operations. The remaining space may be designed and constructed with the intention of leasing the space to other businesses whose uses shall be consistent with the modified CC1 and Overlay District and approved in the Planned Development Agreement.

Joseph Forte

Authentisign


01/11/22

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into this 10 day of January, 2022, by and among CITY OF HOLLY HILL (City), 627 RIDGEWOOD, LLC (Buyer) and SCOTT E. SIMPSON, PA ("Escrow Agent").

RECITALS

WHEREAS, the Buyer is under contract to purchase from the City a parcel of vacant real property located at 627 Ridgewood Avenue, Holly Hill, Florida and with a legal description attached hereto marked as Exhibit A (Subject Property). Contract for S & P

JF 

WHEREAS, the City agreed to sell the Subject Property for \$200,000.00 due to the development project the Buyer proposed to construct on the Subject Property, a description of the project is attached as Exhibit B/Addendum

JF 

WHEREAS, to insure that the project proposed by the Buyer is constructed, the City and Buyer entered into an Addendum to the Purchase and Sales Contract to require the Buyer to deposit a performance guarantee of \$50,000.00 to be held in escrow.

WHEREAS, if the Buyer obtains a Certificate of Occupancy by a certain date for the project described in Exhibit B, the performance guarantee payment of \$50,000.00 will be returned to the Buyer.

WHEREAS, if the Buyer fails to obtain a Certificate of Occupancy for the project described in Exhibit B by a certain date, the performance guarantee of \$50,000.00 shall be paid to the City.

NOW THEREFORE, in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
ACCEPTANCE OF APPOINTMENT
AND DEPOSIT INTO ESCROW

Section 1.1 WHEREAS Recitals. The recitals in the above WHEREAS are hereby incorporated herein as is specifically set forth.

Section 1.2 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to hold and distribute all Escrow Funds in accordance with the terms and conditions of this Agreement.

Section 1.3 Deposit of Escrow Funds. Upon the full execution of this Agreement and at the closing of the Buyer's acquisition of the Subject Property from the Seller, the Buyer shall deposit the \$50,000.00 performance guarantee to be held in the Scott E. Simpson Trust Account pursuant to the terms and condition of this Agreement.

ARTICLE 2 RELEASE FROM ESCROW

Section 2.1 Release of Escrow Funds. Escrow Agent shall release the \$50,000.00 performance guarantee to the Buyer if the Buyer receives a Certificate of Occupancy from the City upon completion of the project described in Exhibit B on the Subject Property by June 28, 2024. In the event the Buyer does not obtain a Certificate of Occupancy from the City for the project described in Exhibit B on the Subject Property by June 28, 2024, the Escrow Agent shall release the \$50,000.00 performance guarantee to the City.

The above determination by the Escrow Agent shall be based solely on whether the City has issued a Certificate of Occupancy for the project described in Exhibit B on the Subject Property by June 28, 2024, and a copy of said Certificate of Occupancy must be provided to the Escrow Agent by July 8, 2024.

Section 2.2 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between any of the parties, or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's reasonable satisfaction, the proper disposition of the Escrow Funds or the Escrow Agent's proper actions with respect to its obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instructions with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Funds held by Escrow Agent, and deliver the Escrow Funds for holding and disposition in accordance with the instructions of such court.

ARTICLE 3 RIGHTS/RESPONSIBILITIES OF ESCROW AGENT AND RELEASE OF ESCROW AGENT

Section 3.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax, (c) within one day after being sent by recognized overnight delivery service, or (d) within three business days after being mailed by certified U.S. mail, postage prepaid, and in each case addressed as provided for in the Contract. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed.

Section 4.2 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.

Section 4.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 4.4 Counterparts, Faxes and Emails: This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness

Peggy C. Collins

Valerie Manning

Peggy C. Collins
Valerie Manning

Authentisign
Nathan Mowery 01/11/22

Escrow Agent

Scott E. Simpson
Scott E. Simpson, P.A.

Date: 1/10/22

City of Holly Hill

By: [Signature]

Title: City Manager

Date: 1-11-2022

627 Ridgewood, LLC

By: [Signature]

Title: Managing Member

Date: 01/11/22



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

WORKSHOP DISCUSSION (ID # 4371)

5.1

Meeting: 12/12/23 05:00 PM
Department: City Clerk
Category: Workshop Item
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4371

Pictona - Usage of Sica Hall and HH Chamber Building - Senior Activities



Exploratory Meeting about City of Holly Hill's Chamber Building and SICA Hall

These two buildings are vacated or being vacated by January 1, 2024. The City is looking for possible uses of these spaces.

Pictona could use the large room in the Chamber for meetings, activity classes, and small banquets or dinners affiliated with Pictona. The other rooms could be used for office space and much needed storage. We don't have an immediate need for office space, but we never anticipated needing as many offices as we now have. We are always needing storage space and had contemplated renting a storage locker.

SICA Hall could also be used for meetings, activity classes, and small banquets. With the additional space we could expand the FHCP Senior Activity Center program offerings. The "senior" is being dropped so it will be the FHCP Activity Center. I would like to see the Pictona name identified with the activity center because of the favorable image Pictona has. So maybe the name could be the FHCP Pictona Activity Center or the FHCP Activity Center at Pictona. On the other hand, it would be good to have Holly Hill in the title. Now the name is getting cumbersome. We'll have to figure this out if the idea here goes forward.

Our current SAC Director, Steve Croak, is finding limitations to growing SAC participation. The many other activities held at Pictona, especially tournaments, requires Steve to cancel classes because the rooms are used for tournaments and the loss of parking for our seniors. SICA would eliminate this problem. We would continue to use the Games Room and the SAC Room for the Activity Center.

We think there is room to expand the activities offered by SAC. More physical fitness classes of various types, new "mental" activity classes, and social events for pure enjoyment. On the physical activity side, we would expand our dance classes, more martial arts classes, strength training without machines, and balance classes. On the mental side we would pursue arts and crafts, card and board games, and other mental and social engagement activities. We've also

discovered that when people know about spaces being available, they find uses for them that we may not have anticipated.

We would investigate the programs offered by the nearby YMCA so not to compete with its activities but to complement it.

Staffing: We propose to hire a full-time director who Steve would mentor for a period. Then Steve will transfer to Pictona's Education unit. Based on our experience with the SAC, we believe a capable FHCP Activity Director can develop and oversee the activities. We may need to add a part-time persons to lead or oversee activities and for facility maintenance purposes.

Financial: We would operate the Center by participants paying small fees for classes and other activities, funding from the City which is already provided to employ the Activity Director, and sponsorship. We would ask the City to provide the utilities and maintenance of the buildings. We would provide the custodial services. Any additional income over expenses would be placed in reserve to fund building upkeep.

November 16, 2023