

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 13, 2016

City Commission Chamber

Work Session

6:00 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

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John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

A. Roll Call

2. FOUNTAINHEAD MPUD

1. Fountainhead MPUD Discussion of Draft Mixed Use Planned Unit Development Agreement

(Requested by Thomas Harowski, Board of Planning and Appeals)

3. 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



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

**City Commission
Agenda Item**

MEETING DATE: December 13, 2016
FROM: Thomas Harowski
SUBJECT: Fountainhead MPUD Discussion of Draft Mixed Use Planned Unit Development Agreement
NUMBER: (ID # 1522)
APPLICANT: Fountainhead as Authorized by City of Holly Hill
PLANNER: Thomas Harowski

INTRODUCTION: At their regular meeting of December 5, 2016 the Board of Planning and Appeals received their initial presentation on the Fountainhead MPUD agreement and the proposed development. The meeting was scheduled as a public hearing for the proposed zoning agreement, but the public hearing could not be held because the advertising was incomplete. The Board discussed the project in order to become familiar with the components, and then deferred action until January 11, 2016. While discussion occurred at the meeting the BOPA could not give the City Commission a formal recommendation.

BACKGROUND: The City staff and the City Commission have been negotiating the business incentive parameters and required development agreement since early summer of 2015. The City Commission took action on the proposed incentive package in November, 2016. The applicant presented the most recent draft proposal for the MPUD agreement on November 4, 2016 in preparation for the December 5, 2016 BOPA meeting. The staff reviewed the agreement and provided extensive comments to the applicant in form of a summary memorandum and marked-up copy of the draft agreement. No further discussions have been held with the planning staff on the specific comments since the initial distribution.

The Board of Planning and Appeals was advised that its review should not be limited solely to a regulatory review at the December 5, 2016 meeting, but should also include review as an advisory board to the owner (i.e. City). Based on current time frames for final approval, at the December 13th workshops meeting, the City Commission will be deciding whether to proceed with the submittal of the MPUD for formal regulatory review. The City Commission, as the property owner, has the discretion to decide not to proceed with the submittal of the MPUD. Once the MPUD is submitted, the City review will be limited by law to the standards for a regulatory review, i.e. decisions must be supported by substantial competent evidence. The Commission has three options:

1. Authorize staff to proceed with the formal submittal of the MPUD.
2. Identify concerns/issues that need to be addressed before authorizing submittal, which will require amending the time deadlines in the current purchase agreement.

3. Direct staff to cease discussion with Fountainhead and proceed with placing the property back on the market.

DISCUSSION: The staff transmittal memo and marked up MPUD draft constitute the most current document reflecting the review status of the MPUD. A copy of the transmittal memo and a copy of the draft agreement are attached as exhibits. A copy of the staff report prepared for the BOPA is also provided as an exhibit. As can be seen from these documents there is a wide range of items both major and minor that need to be addressed before the agreement is finalized. The most significant issue areas focus on four topics:

1. Phasing of the project that includes the corporate headquarters relocation as the initial phase of development.
2. Specific determination of the proposed development program including permitted uses on each tract, the location of buildings, the location of parking and other site elements
3. The resolution of open issues regarding traffic
4. Detailing of landscaping plans for the project.

These issues are discussed in detail in the attached memorandums, and in most cases specific language is proposed in the mark-up of the MPUD draft agreement.

At the Board of Planning and Appeals meeting the board members offered some comments about the proposed project including:

- Will the purchase of the initial parcel tie up the balance of the site?
- Will the developer have a specific time frame in which to construct the proposed improvements?
- Will the developer have a specific time frame in which to buy additional land area?
- Does the applicant have funding commitments in place sufficient to support the project?

The Board deferred consideration of other specific in the proposed MPUD agreement to the January 11, 2017 BOPA meeting.

- BOPA Staff Report Fountainhead MPUD (DOC)

- Transmit Comments on 11-7-16 Draft (DOCX)
- MPUD Agreement Draft 11-7-16 With Comments (DOCX)
- Fountainhead MPUD Exhibits (PDF)



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City of Holly Hill
Community Development Department

Board of Planning and Appeals *Agenda Item*

DATE: November 16, 2016
SUBJECT: Fountainhead MPUD
APPLICANT: Michael Woods, Cobb Cole
NUMBER: Z-2015-05
PLANNER: Thomas Harowski, AICP

INTRODUCTION: This application is for approval of a mixed use planned unit development zoning for the two parcels of land. The larger parcel is the 25-acre former school site at Center Avenue and Walker Street currently owned by the City. The smaller parcel is the vacant lot at Center Avenue and LPGA Boulevard which will be incorporated into the overall development. The City has approved an agreement for sale of the property to the applicant and the City has approved an incentive agreement to encourage the location of Synergy Billing on the site and further developments on the site. The sales agreement and incentive agreement are business decisions by the City Commission. The role of the Board of Planning and Appeals is to review the MPUD, which will be the controlling development regulation, and make a recommendation to the City Commission.

BACKGROUND: This project has been under discussion at the staff level since July 2015. During this period the staff and the applicant have been preparing the MPUD agreement including supporting documentation. During this period the development plan has undergone a number of changes in the layout and the overall program in terms of planned property purchase has changed several times. Discussions on the content and effective provisions of the MPUD agreement have been extensive and at this time there are still several areas where the staff believes improvements to the draft MPUD agreement are needed. The staff concerns will be highlighted in the following discussion.

There are two key points that are applicable to this case which are not common to most of the cases that come before the Board of Planning and Appeals, and it is important for the Board to understand these points as you consider this application.

Attachment: BOPA Staff Report Fountainhead MPUD (1522 : Fountainhead MPUD)

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1. The MPUD agreement will become the controlling development document for this project. The MPUD will defer to the City's land development code on issues not covered by the MPUD agreement, but the most important aspects of the project will be regulated in the MPUD. This is why it is critically important that the MPUD be specific and detailed in its content.
2. Typically, the BOPA reviews a project for compliance with the City's development regulations. While this level of review is done for the MPUD, the City in this case is also the seller. As the seller the City can apply conditions that will achieve the City's desired ends; including requiring elements in the project that exceed the City's minimum standards. The City can insist that the project exceed code standards as a condition of sale. This factor applies with the landscaping content as one of the major items.

In 2010 the comprehensive plan was amended by the Volusia County School District to designate the 25-acre parcel as Mixed Use III on the comprehensive plan prior to the site being purchased by the City. The zoning has remained a combination of R-2 Single-Family and R-5 One and Two Family Residential which was the zoning applied when the school was present. The Mixed Use III land use classification requires that the property be developed under a development agreement, and the proposed MPUD is being presented to meet this requirement.

The privately owned corner parcel at Center and LPGA Boulevard is designated as low density residential on the future land use map and is zoned R-2 Single Family. This parcel will be joined into the larger parcel and included within the MPUD agreement. In terms of the comprehensive plan, the proposed MPUD zoning is consistent with both the Mixed Use III and the Low Density Residential land use.

The Basic Plan:

The proposed project is laid out in Section 2 of the MPUD agreement and includes the following items:

Corporate Headquarters	110,172 square feet
Accessory Headquarters Building	11,200 square feet
Medical Office/Clinic	16,000 square feet
General Office	30,000 square feet
Fitness Center	4,000 square feet

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Day Care Center	6,000 square feet
Specialty Food/Restaurant	4,000 square feet
Multi-Family Dwellings	88 units

The proposed project layout and parcel identification is presented in Exhibit B, the Mixed Use Master Development Plan. The plan clusters the non-residential buildings in the center of the parcel with parking surrounding them. (Parcels 1, 2 and 3.) The residential portion of the property is located in the northwestern corner of the site (Parcel 4). The well tract will be retained by the City as it houses one of our potable water production wells. The wayfinding parcel is the addition to the former school site and will include signage, landscaping and stormwater storage.

The main feature of the site is the Synergy Billing corporate headquarters which is located on Parcel 2 in the center of the site. Parcel 1 will include the medical office/clinic, the fitness center, the day care and the restaurant in a building in the southeast corner of the project. These businesses will be open to the general public and may be developed separately from the Synergy parcel. Parcel 3 will accommodate a general office building which may be included as part of the Synergy operation or may be developed by a separate entity.

DISCUSSION: In approving a project for development, the City is obligated to review the project to determine that it is consistent with the comprehensive plan and to determine that there will be sufficient public services available to support the project concurrent with the impacts to public services. In response to these questions, the applicant submitted a report dated August 5, 2015 prepared by Zev Cohen & Associates. A copy of the report is attached as an exhibit to this agenda item. The report cites policies from the comprehensive plan to demonstrate consistency of the proposed project with the comprehensive plan. The report examines water, sewer, stormwater and solid waste services and demonstrates that current City systems have adequate capacity to support the development. This report also includes a brief review of traffic capacity on roads in the general vicinity of the project.

Traffic Considerations

The major concerns related to traffic, however, are not the impacts to overall capacity on the general road system in the area, but the operational considerations related to site access and potential impacts to nearby intersections where signal upgrades, turn lane modifications, and other operational improvements may be made based on the specific impacts of this project. A basic premise of this review is that the development is responsible for

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paying for off-site operational improvements that are caused by the subject development.

In accordance with the requirements of the City code a traffic impact analysis was submitted in June 2016. This report was reviewed by both the City staff and technical staff from Volusia County. The report was never accepted by City staff due to concerns about report input and report findings. (Refer to the attached memo dated July 8, 2016 to Dwight DuRant at Zev Cohen & Associates.) Staff believes the TIA as submitted should have been reviewed and revised at that time.

During negotiations in July, the City Manager agreed that a review and update of the TIA would not be required if the applicant agreed to provide a left turn into the project from Center Avenue when the project is issued certificates of occupancy for 80,000 square feet of building area. This is the provision that is included in the draft agreement in Paragraph 13. The planning staff did not and does not support this position due to the following factors:

- The site development plan used to conduct the TIA was the plan submitted with the August 2015 application. The plan has undergone significant modification since that time both in the content and location of site improvements.
- The TIA assumed free access from all areas of the site to both Center Avenue and Walker Street, but the current plan does not allow for this access. This change impacts the distribution of traffic from the site to adjacent roadways.
- There are some questionable results from the model run which have never been discussed and resolved.
- The questions raised by city staff and the county review staff (July 8, 2016 memo) have never been resolved.
- Traffic concerns extend beyond simply access to the property. You will note in the County comments concerns about the existing length of turn lanes at intersections that will be heavily impacted by traffic from the project.
- Waiting until the project reaches the 80,000 square foot size before the turn lane is provided may put the “traffic access solution” too far down the development stream to avoid significant traffic impacts on Center Avenue. Based on data used in the original traffic study, the site could be housing in excess of 350 employees with high volumes of peak hour turning movements impacting Center Avenue before the road improvement is triggered.

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- Center Avenue has very high volumes of pedestrian traffic, due to the Holly Hill School, which coincides with the AM Peak Hour volumes generated by the project. Traffic management from all of the high volume generators along the Center Avenue corridor needs to be done to the maximum benefit of all users.

The best way to resolve these concerns is to address the outstanding comments regarding the traffic impact assessment and revise the study based on the current design. Specific project needs can be confirmed and the timing of required improvements can be more accurately assessed. These provisions need to be incorporated into the MPUD agreement to ensure they are identified as project impacts and that the City can enforce the traffic management requirements.

Other MPUD Agreement Comments and Considerations

The MPUD agreement has undergone review and discussion for over a year. The last discussions with the applicant occurred in June and early July 2016 when the City reviewed and provided comments on a draft agreement and master development plan. July 19, 2016 was the last meeting on the agreement and no subsequent submittal of the agreement occurred until November 4, 2016. A copy of the November draft MPUD agreement was received on November 4, 2016 and comments were provided to the applicant's representative via e-mail on November 14, 2016. Many of the open issues from the July meetings remain open issues with the November submittal. A copy of the response sent to the applicant by the City is attached in the form of the draft agreement and comments shown in "track change". A copy of the transmittal letter is also attached.

The comments range from wording and typographical corrections to comments on issues that are highly significant to the City. In addition to the traffic issues discussed above, the more significant issues are summarized as follows:

Project Specificity: The language in the current draft regarding permitted uses and minimum lot dimensions is requested to be revised to conform to the specific site activities listed in Section 2 of the agreement and the specific lot pattern shown on the Tract Boundaries Map in Exhibit B. This recommendation is more of a legal and policy issue, but means that any change from the proposed tracts or allocation of uses and location of buildings will require review and approval by the City before revisions can be made.

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Project Phasing: The City is requesting that the corporate headquarters assigned to Tract 2 be the first project phase and that subsequent project development may proceed in any order. The agreement currently states that the development may proceed in any order.

Landscaping: The City is requesting upgrades to the proposed landscaping and more specific detail describing the planned landscape improvements. The applicants have provided a landscape proposal in Exhibit C. The exhibit provides a typical buffer design for Center Avenue, a residential typical buffer design, and some limited details about proposed plantings. The City position during the negotiations is that the project needed to have a landscape planning program that significantly exceeds the minimum code requirements. In the staff opinion, the proposal does not meet this test. Keep in mind this is one of the areas where the City is asking for a development content as the property owner and not trying to regulate compliance with the minimum code standards. Please note:

- The Center Avenue buffer is essentially a line of trees and a hedge. This layout is essentially code minimum and does not meet the City's desired landscape outcome. The agreement text varies the Center Avenue buffer from 20 to 25 feet while the design specifies 25-feet. The 25-foot wide buffer is the design dimension that had been in the program until the current draft was submitted. Having added depth along Center Avenue is important to allowing improved design and to the placement of trees along the western edge of the buffer where conflicts with overhead utilities will be minimized.
- The proposed agreement does not clearly specify the buffer design for Walker Street. Section 11 of the agreement notes the intent to use the retention ponds as featured amenities. This is beneficial to the project and consistent with the City's view of buffering along Walker Street. However, the agreement proposes to eliminate linear landscaping (such as the Center Avenue buffer design) while not offering a proposal as to what will be provided. Walker Street is a residential street in the area opposite the proposed project so the quality of the buffer in this area is important. The presence of the ponds offers an opportunity to do a high quality buffer. A linear design is not essential, but the agreement needs to provide for the proposed design.
- Section 11 also addresses the southern property boundary. This side of the project in part abuts residential uses along LPGA Boulevard, and a 15-foot easement is reserved for the City to access the potable water well on the property and accommodate the raw water line from this well to the

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treatment plant. The proposed plan essentially eliminates any project buffer in this area as parking and other development is proposed immediately adjacent to easement. The easement is a mown access and is not planted. The City comments note that a buffer is still necessary along the north side of the easement.

- Section 11 discusses the proposed buffers for Parcel 4 (Tract 4) which is the residential tract. The applicant's proposal is to construct the 10-foot residential buffer along the western boundary of the project. The buffer again is a minimal buffer under the city code. The abutting uses along the residential parcel are the head start center and a wooded area, so the project impacts are not directly affecting residential use. The discussion of the Parcel 4 buffers also states that the applicant may extend the residential buffer along the northern portion of the Tract (Walker Street). Staff believes the project buffer along Walker Street should be consistent throughout the length of the project.
- The City has requested the landscape design include a plan view layout with plant call out and quantities for planting beds. This design may be a "typical" for a given length of buffer. The City is also asking for an elevation drawing showing how the proposed buffer will look from the street view. This level of detail is somewhat more than is often done at the conceptual design level, but it is exactly the level of detail approved with the Marina Grande development. This City got an excellent landscape program with the Marina Grande project, and the City is expecting to repeat that outcome. A design including the requested detail will avoid later conflicts on compliance with the agreement. If it is essential to make substitutions for some plant material alter on, this can be handled through the amendment process.
- The parking lot landscaping does not meet City code minimums. Code requires a landscape island after 10 parking spaces. The master development plan shows parking runs that exceed this limit.

Building Elevations: The current agreement proposes to regulate building design by the application of a defined building type called "Contemporary Architecture". The agreement includes definitions of the key elements of this style along with photos that illustrate how these elements could be applied to the project buildings. These photos are not actual buildings proposed for the site. At the November 15, 2016 City Commission meeting some commissioners requested the agreement include actual building elevations for structures proposed for the site.

Attachment: BOPA Staff Report Fountainhead MPUD (1522 : Fountainhead MPUD)

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The Tracts As Independent Units: The four tracts within the proposed project have been represented as independent units meaning that building area, stormwater retention and parking shown on each tract are sufficient to meet the technical requirements for development as if the tracts are not part of a larger development. Staff analysis of the parking layout shows that Tract 1 has more parking than needed, but Tract 2 has less parking than required. Overall the project can meet the code requirements, but the agreement needs to recognize and provide for sharing parking among parcels (at least for Parcels 1 and 2) or the design program should be modified. The City has not conducted an analysis of stormwater capacity, but each parcel does have access to retention areas within the boundaries of the tract.

In summary, all projects submitted to the City must meet code, even if the project is not eligible to receive CRA incentives from the City. When CRA incentives are provided to a project, the City expects the project will exceed the City's code requirements. This developer, with this project, has the potential to receive millions of dollars in incentives from the City if the developer performs. Therefore compliance with the City's Code, while sufficient for approval without CRA incentives, is not what the City staff is looking for from this project. It must also be remembered that the City is the owner of the property and is technically the applicant. The City is not reviewing this project just as a regulatory authority, but also as the owner to determine whether we want to sell the property to the developer for this project. Therefore between the CRA incentives and the fact that the City is the owner, our review is not limited to what the City's code requires.

RECOMMENDATION:

At this time staff cannot recommend approval of the MPUD agreement as presently constituted. The Board may make whatever recommendation to the City Commission that it believes to be appropriate including full approval, conditional approval, or disapproval.

Attachment: BOPA Staff Report Fountainhead MPUD (1522 : Fountainhead MPUD)



CITY OF HOLLY HILL

TEN SIXTY-SIX RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117-2898
(386) 248-9424

Memo

Date: November 14, 2106

To: Michael Woods, Cobb Cole

From: Thomas Harowski, AICP, City Planner

Cc: J. Forte, City Manager
S. Simpson, City Attorney
K. Swartzlander, Asst. City Manager
N. Conte, Economic Development Director

Re: Fountainhead MPUD Agreement November 7. 2016 Draft

We have reviewed the draft agreement and attachments submittal dated November 7, 2016, and this report is offered to provide our review comments. In addition to this memo we are providing a copy of the draft agreement with comments and revisions identified through the "track change" function. Some items will be identified in this memorandum, but both document should be reviewed together for the full range of comments. The following items are offered in order of their appearance in the draft agreement for ease in reviewing both documents.

1. The first and second "whereas" clauses state that the legal descriptions and surveys for Parcel A and Parcel B will be provided within 60 days of the MPUD agreement approval. These items are integral to the adoption of the MPUD ordinance and need to be part of the submittal rather than provided as some time in the future.
2. The seventh "whereas" clause has been deleted as it is not relevant to the subject matter of the agreement.

Attachment: Transmit Comments on 11-7-16 Draft (1522 : Fountainhead MPUD)

3. In Paragraph 2, the City has presented revised wording. The Mixed Use PUD Agreement consists of the ordinance, the development agreement and the exhibits. The exhibits, including the master development plan (Exhibit B) comprise the agreement. Changes to the master development plan must be done according to the amendment process set out in the agreement. The master development plan is the development plan for the site and is not a planning concept that can be modified except by the amendment process. Minor amendments are clearly addressed in the agreement, and these are the changes that can be done without formal approval by the City Commission. The applicant may not switch uses between parcels or significantly modify the building layouts without first amending the agreement. This has been the City position through all of the drafting process.
4. In Paragraph 2 the list of approved uses needs some clarification. We now understand the fitness center, day care and restaurant will be open to the general public and will need to meet all of the requirements for these uses in terms of parking and other requirements from the land development code.
5. The use identified as accessory to the headquarters needs additional definition. We have offer a suggestion under the permitted use section.
6. Paragraph 3 states that property owner association documents will be provided within six months of the permitting of the initial building. The POA documents must be provided and approved by the City with the first subdivision of the master parcel.
7. Under Paragraph 5 on amendments, parcel lines may not be moved as a minor amendment once subdivision has occurred.
8. In Paragraph 6 on phasing of development, the City requires that the corporate headquarters be the first phase of development. After that, the City does not have a preference for the order of subsequent development.
9. Paragraph 7 on permitted uses has been revised to limit the allowable uses to those identified by the applicant as the development program for the property. Other uses may be added to the development program using the amendment process included in the agreement.
10. Paragraph 9 has been altered to eliminate the minimum parcel area, minimum parcel width and minimum parcel depth. The lots will be guided by the lot layout presented in Exhibit B.
11. We continue to take the position that the landscape proposals are inadequate in terms of overall design and presentation. The City Manager has asked that the design offer a "wow" factor that is not present in the

buffer design that offers a minimal level of design. The landscape program still needs significant work.

- a. The Center Avenue buffer is to be 25-feet, not lesser is some areas.
 - b. The previous commitment to install the full Center Avenue buffer (parcels 1 and 2) has been deleted and should be restored
 - c. The southern property buffer needs to be added to the north of the City easement. As the current plan is drawn, the easement is shown and no buffer is identified. The City cannot accept the buffer in the easement area.
 - d. The wording on the landscaping where the retention ponds are located has been modified. The presence of the ponds is not an excuse to eliminate required buffers, but provides an opportunity to enhance the overall buffer design. Shade trees may be located south of the ponds along Walker Street to avoid conflict with overhead utilities, while the ponds and street frontage may be enhanced with understory trees, shrubs and ground cover. This is a design opportunity that is not being fully exploited.
 - e. The City is asking for section views and plan views on typical design elements such as the buffer, parking areas, etc. The design needs to include plant types and quantities for the "standard sections" provided.
 - f. The draft agreement text includes some additional comments.
12. Paragraph 12 on ingress and egress requires some addition. Understand that the entrance to Parcel 1 will need to be a right-in-right-out access and this should be noted on the plan. The driveway is too close to the LPGA intersection to support full turning movements, and this driveway will be covered by the left-turn lane.
13. We are requesting a cross-section be provided for the three main driveway access point so that it is clear where medians are proposed and the number of lanes are proposed. Additionally, the applicant should plan for deceleration lanes at each of the four access points.
14. It will be my position with the Board of Planning and Appeals that the traffic study needs to be redone consistent with the current plan. The traffic study was received, but never accepted by the City. Although the City Manager has stated he would support the turn lane when the development reaches 80,000 sq. ft. of space, as the City Planner I believe the TIA is more important since there have been significant changes in the proposal since the first TIA was completed. The turn lane may not be the only factor for consideration in the TIA. The plan now in place is substantially different than the plan provided to the traffic consultant, and in my opinion will have a material impact on the output of the traffic

- study. I am also attaching a copy of my July 8, 2016 memo transmitting comments on the traffic study to the consultant then working on the project.
15. The parking provided does not meet code minimums for all parcels. The overall site appears to include adequate parking, but the parking is not allocated properly on each site to meet the code. (Parcel 2 is under parked by about 30 spaces while Parcel 1 has more than is needed.) There may be a way to address this issue. The parking layout is not compliant with the code for interior landscaping. By my calculation the current design will need to be reduced by approximately 67 spaces to meet the landscape requirements.
 16. We are requesting the agreed upon impact fee schedule be included as an attachment.
 17. The sign provisions need some clarification. The July draft included discussion of individual panels in some signs while the current proposal does not address this issue. The City will presume the signs are single purpose project identification signs and not signage for individual businesses. If the intent is to use the signage differently, these provisions need to be clarified.
 18. Paragraph 22 has been revised. The well field tract is part of the MPUD, but any change in use proposed will be major amendment to the agreement.
 19. There are a number of text edits of a more minor nature that should be noted and included in future submittals.
 20. As a note on the site plan, is there a reason the proposed patio located to the south of the accessory use building has been placed away from the potential users?
 21. As we have noted before in the site plan layout, the day care facility will benefit from a drop-off area that is separate from the parking lot drive lanes. This design is a recipe for congestion during drop-off and pick-up times.

The issues highlighted above, including the more significant issues, remain essentially the same as for the plan presented in July 2016. It appears that little progress has been made in this regard although we feel the City has been clear in stating its position. Please let me know when you wish to have additional discussions on the proposed agreement.

Fees and Advertising

We will have to re-advertise the item for the December 5, 2016 Board of Planning and Appeals. The advertising requires a newspaper advertisement (Fee is \$750.00.) and notice to property owners within 300 feet. The advertising fee needs to be paid prior to the Thanksgiving holiday break to cover the advertising expense. The City will also post the property. The applicant is responsible for the notice to the property owners. The notice must be sent no later than 10 days prior to the meeting. The 10 day lead time sets the last date to mail at November 25, 2016, but I recommend you get the notice out by November 23, 2016 to avoid any mis-steps because of the holiday. I am attaching a letter to be used for the notice process.

There are a couple of procedural items that we need to take care of as well. Our most recent application shows Clay Ervin of Zev Cohen & Associates as the agent for the applicant. I assume Mr. Woods is going to fill this role and we need to get the file updated with the applicant's direction for Mr. Woods to fill this role (or at least for Cobb Cole to fill the role).

FOUNTAINHEAD
MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "AGREEMENT") is made and entered into this _____ day of _____ 2016, by and between Fountainhead Developers, LLC a Florida limited liability company, whose mailing address is 1410 LPGA Boulevard, Daytona Beach, Florida 32117, (hereinafter referred to as "CONTRACT PURCHASER" or "DEVELOPER"), on behalf of the City of Holly Hill; the City of Holly Hill Community Redevelopment Agency (hereinafter collectively referred to as "OWNER"), and the City of Holly Hill, a municipal corporation of the State of Florida, whose mailing address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, OWNER is fee simple title holder of the property north of LPGA Boulevard and west of Center Street otherwise known as the "1200 Center Avenue Property" within the City of Holly Hill, and more particularly described in Exhibit A-1 as "Parcel A", attached hereto and made a part hereof; and

WHEREAS, DEVELOPER is fee simple title holder of the property located at the northwest corner of LPGA Boulevard and Center Avenue, directly south of the southeastern corner of Parcel A and more particularly described in Exhibit A-2 as "Parcel B", attached hereto and made a part hereof; and

WHEREAS, collectively, Parcel A and Parcel B are referred to herein as the PROPERTY; and

WHEREAS, the PROPERTY lies within the CITY's community redevelopment district, and OWNER and DEVELOPER are desirous of seeing this centrally located property redeveloped in a manner that will rejuvenate the area by encouraging commercial and compatible mixed use growth so as to eliminate blight, increase tax base, create jobs and achieve the purposes of the community redevelopment district; and

WHEREAS, DEVELOPER has proposed a Mixed Use Development plan for the PROPERTY and said plan incorporates those elements of development the OWNER desires on the PROPERTY, which includes job creation, an increased tax base and the general provision for the redevelopment of the PROPERTY in a manner sought by OWNER. OWNER has authorized DEVELOPER to submit this plan, on its behalf, as an application to the CITY for a Mixed Use Planned Unit Development (MPUD) rezoning to govern the use of the PROPERTY, and

WHEREAS, DEVELOPER has a contract to purchase a portion of the PROPERTY based upon rezoning the PROPERTY to Mixed Use Planned Unit Development (MPUD); and

Commented [TH1]: Exhibit A-2 is not attached. I exhibit is to include the survey and legal description, v this be provided now rather than waiting 60 days?

WHEREAS a separate Redevelopment Incentive Agreement has been drafted for the PROPERTY and said Redevelopment Incentive Agreement provides certain obligations and conditions for the redevelopment of the PROPERTY but does not otherwise entitle or govern the permitting of said PROPERTY; and

Commented [TH2]: This is a new clause. City At had previously asked that the redevelopment agreement reference be deleted. Are we okay with this.

WHEREAS upon the purchase of a portion of the PROPERTY, DEVELOPER shall assume the duties, obligations, benefits and entitlements granted herein of OWNER as set out in this AGREEMENT; and

Commented [TH3]: New clause.

WHEREAS, it is the desire of the CITY to encourage this redevelopment of the PROPERTY so as to prevent and discourage urban sprawl, create jobs, promote compatible, consistent and effective usage of land and add to the tax base within the CITY and to implement the CITY's comprehensive plan; and

WHEREAS, the City Commission seeks to implement the Community Redevelopment Area (CRA) Master Plan by focusing on the best utilization of vacant properties and blighted properties in the city, to encourage private investment and business retention; and

WHEREAS, the provision of access to utility areas (wellfield) and facilities within the wellfield protection area provides a common benefit to the residents of Holly Hill; and

Commented [TH4]: Edit.

WHEREAS, Section 114-771(4)b. of the Holly Hill Land Development Regulations (hereinafter the "LDRs") requires a written development agreement between the DEVELOPER and the CITY as a part of the rezoning to MPUD process; and

WHEREAS, the proposed MPUD Development Agreement and Master Development Plan are consistent with the City of Holly Hill CRA Redevelopment Plan, the City of Holly Hill Comprehensive Plan, the City of Holly Hill Land Development Regulations and the Florida Community Redevelopment Act, as contained in F. S. Chapter 163, Part III; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide the terms and conditions upon which the PROPERTY can be developed in accordance with the Master Development Plan (MDP) as contained in Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by reference.

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with this AGREEMENT and the Master Development Plan ("MDP"). The MDP shall consist of this AGREEMENT and all attached exhibits, including the Mixed Use Development Plan. The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the effective

date of this AGREEMENT, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The layout of the Mixed Use Development Plan is for planning purposes. To the extent the Mixed Use Development Plan is inconsistent with the MPUD Development Agreement, the AGREEMENT shall control. The following summarizes the development that is approved for the PROPERTY:

A. Corporate Headquarters:	110,172 square feet
B. Accessory to Headquarters:	11,200 square feet
C. Medical Office/Clinic:	16,000 square feet
D. Office:	30,000 square feet
E. Fitness Center:	4,000 square feet
F. Child Day Care:	6,000 square feet
G. Specialty Food/Restaurant	4,000 square feet
H. Multi-family Dwelling Units	88 dwelling units

3. Joinder and Consent. DEVELOPER AND OWNER shall provide to the CITY a joinder and consent in lieu of unity of title agreement in order to assure unified control of the PROPERTY. DEVELOPER shall establish a property owners association (POA) in accordance with the terms of this AGREEMENT. The POA documents shall be submitted and approved by the CITY within 6-months of permits being issued for the initial building(s) within the boundary of the PROPERTY.

4. Controlling Documents. The development of the PROPERTY shall be in accordance with this AGREEMENT and the MDP, subject to minor modifications that may be approved by the Development Code Administrator, as authorized by the LDR's in effect as of the Effective Date of this AGREEMENT and this AGREEMENT. This AGREEMENT shall control the planning, design and construction of the PROPERTY, and the LDRs shall control items and requirements not otherwise addressed by this AGREEMENT and MDP.

5. Amendments. Amendments to the AGREEMENT and/or MDP shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states 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 deems appropriate. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the AGREEMENT, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. 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

6. Phasing of Development. The PROPERTY may be developed in multiple phases as individual parcels, as shown on the MDP. However, nothing contained herein obligates DEVELOPER to develop the parcels in any particular order. The parcel alignment shown on the

Commented [TH5]: We have repeatedly stressed that MDP is the plan, not a version of the plan that can be modified as development occurs. Added language here to fix this concern in my view.

Commented [TH6]: Need to define the uses that are considered accessory to the headquarters

Commented [TH7]: Assumption is that these uses are open to the general public and will need to provide public access per code.

Commented [TH8]: What is the purpose for delay months in establishing the POA. The POA should be established with the first subdivision of the master parcel.

Commented [TH9]: This is new language added since last review. Any issues?

MDP reflects parcels that will be incorporated into a final plat. The DEVELOPER shall process a final plat within sixty (60) days of the approval of the MPUD rezoning.

Commented [TH10]: The POA should be in place at the start of the final plat process.

As individual parcels are brought forward for development under a final site plan, DEVELOPER shall insure that development of the individual parcels includes the extension of utility stubs to parcel lines, storm water sufficient to handle the impervious surface of said parcel, and access and connectivity to adjacent parcels. The Development Code Administrator shall approve the development and development order of any particular parcel subject to the determination that:

Commented [TH11]: Edit

- A. The individual parcels are fully supported by the required access, infrastructure and utilities;
- B. The specific parcel of the project can operate independently of other surrounding parcels; and
- C. The development of an individual parcel has been planned to provide sufficient size and location of utilities and infrastructure to support the proposed use on the site and the subsequent phases of the project (oversizing for future use).
- D. The parcel's development furthers the plan for an interconnected campus.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

Commented [TH12]: The permitted use list includes all allowed activities that are not specifically called out on the master development plan. Does the City Attorney still have an issue with this inclusion?

- A. Administrative offices and corporate headquarters
- B. Professional services/offices including medical offices.
- C. Multi-family dwelling units*
- D. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- E. Prescription pharmacies that are accessory to medical clinics (drive-thru prohibited).
- F. Financial institutions including, but not limited to banks, credit unions and savings and loans.
- G. Restaurants, including coffee shops, sandwich shops, sundry goods, and similar take-out food services.
- H. Private school
- I. Training centers/private meeting centers/assembly areas
- J. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
- K. Park, public meeting area, public open space and governmental uses

*Multi-family dwelling units shall only be located within parcel 4. However, nothing contained herein shall preclude the use of parcel 4 for non-residential use.

**Specific provisions authorizing an accessory daycare playground within a side yard are provided in the accessory uses below.

8. Accessory Uses. Each of the parcels comprising the PROPERTY as shown on the MDP may include the following uses so long as the accessory use is located within the same parcel as the intended primary use of the tract being a permitted use listed previously.

Commented [TH13]: Are these accessory uses that will govern the use of the 13,000 square foot building?

- A. Prescription pharmacies that are accessory to medical clinics (drive-thru prohibited).
- B. Essential utility services, including offsite stormwater retention and structures
- C. Accessory storage, warehouse, security and maintenance facilities.
- D. Daycare Playground, located within a side yard and accessory to an inline child daycare center.
- E. Other uses customarily accessory and incidental to the principal use.

9. Dimensional and Building Design Standards. The following summarize the dimensional standards applicable to all development occurring within this MPUD.

- A. Minimum parcel area: 15,000 sq. ft.
- B. Minimum parcel width: 100 ft.
- C. Minimum parcel depth: 100 ft.
- D. Required yards:
 - i. All yards abutting other parcels or interior roads or other interior elements 15 ft.
 - ii. All yards abutting any boundary of the Property 20 ft.
- E. Maximum building height: 45 ft.
Measured from center line of closest City street.
Parapets, chases and architectural elements may be added up to an additional ten feet (10')
- F. Maximum Floor Area Ratio (FAR) 0.35* for Parcels 1,2,3
(*Parcel 4, if developed for multi-family residential, shall not be included in FAR calculations. If parcel 4 is developed for non-residential use, then A-E apply.
- G. Parcel 4 Maximum Building Length 200 ft

Commented [TH14]: Applicant should provide assurance that all parcels as proposed meet the .35 FAR limit.

10. Building Design Standards Applicable to All Tracts

Commented [TH15]: Is it clear to the housing tea they must abide by these standards as well?

- A. The Fountainhead MPUD shall be developed in a coordinated and compatible manner to ensure visual harmony and provide for a high-quality multi-use development throughout the PROPERTY.
- B. Building architecture, landscaping, hardscape and signage shall be coordinated to ensure the PROPERTY and individual developments within maintain consistency.
- C. Accessory structures shall be designed to be compatible with the primary structure on the parcel. Compatibility shall mean use of common features, colors and material.
- D. Site design guidelines: All parcels shall be compatible with the landscaping, lighting and hardscape features established for the initial phase of development

to ensure that all landscape buffers are consistent in appearance. Parking lot islands and common areas shall utilize a similar palette of plant material so that there is consistency and compatibility. Where feasible, stormwater ponds shall be integrated into the site to provide for open space elements, such as decks and observation areas.

E. Building design standards: Buildings within the Fountainhead MPUD on the PROPERTY shall comply with “Contemporary Architecture.” For the purposes of this AGREEMENT, “Contemporary Architecture” shall include the following elements:

- i. Each facade shall focus on horizontal elements with clean, simple lines that define the base, body, and cap of a building structure.
- ii. Design shall emphasize the use of the “grid” with contrasting materials. The design shall focus on the rectangular form with curved corners and other rounded features.
- iii. Exterior walls shall be smooth and constructed of stucco, finished stone, finished metal or glass.
- iv. Buildings shall have flat roof systems with a parapet that screens roof-mounted equipment.
- v. Windows may be “ribbon” windows.
- vi. Vertical shifts and cantilevered projections shall be included to avoid extensive, flat building lines. There shall be a relief to massing of any building such that a minimum of 20% of the building frontage shall have relief or other movement of 3-feet or more, as measured from the leading edge of the primary building.
- vii. Aluminum or stainless steel banding or detailing may be included with glass walls to provide relief and contrast.
- viii. Pre-fabricated metal buildings with painted walls shall be prohibited since they are not consistent with contemporary architecture as established in this AGREEMENT.
- ix. Lighting fixtures shall be simple and lack fenestration or ornamentation, consistent with the overall project design. The initial phase of development shall set forth the common site elements to include but not limited to lighting, benches, signage design etc., to be used throughout the MPUD.
- x. Buildings shall have a maximum of four different colors as long as they create the graphic relief intended for the geometry of the building.
- xi. For those multi-family structures located on parcel 4, eaves, roof extensions, patios, balconies, stairwells, sidewalks and associated extensions may extend no more than ten feet (10') into any yard.

The following photographs show buildings that reflect the “contemporary” Note from previous review about the 10-foot project bringing the housing units to within 10 feet of the property line. Do we agree with this? All of the other buildings are sufficiently internal to the site that any project will not impact adjacent properties.

F. architecture proposed for the project. These are provided for demonstration purposes and do not reflect the actual design of the buildings to be constructed on the Fountainhead PUD property.

Commented [TH16]: Note from previous review. 10-foot project bringing the housing units to within 10 the property line. Do we agree with this? All of the o buildings are sufficiently internal to the site that any p not impact adjacent properties.

This provision was revised from the last draft, but it ap they missed the intent of our comment to consider imp adjacent property.

Examples of the following elements:

1. Flat roof;
2. Exterior walls and building reflects a grid system; and
3. The use of “ribbon” windows.



Examples of the following elements:

1. Rectangular shapes in non-symmetrical alignment;
2. Exterior walls and building reflects a grid system;
3. Rectangular shapes, cantilevered elements;
4. Smooth exterior surfaces; and
5. Metal detailing.

Examples of the following elements:

1. Flat roof, Exterior walls and building reflects a grid system;
2. Glass used for exterior wall; and



3. Vertical and horizontal relief.

Examples of the following elements:

1. Building emphasizes rectangular shapes;
2. Glass used for exterior wall;
3. Vertical and horizontal relief via cantilevered elements



- G. The Development Code Administrator shall review the following items in assessing the proposed design of projects within the MPUD:
- i. Setbacks and relationship to adjoining structures.
 - ii. Scale in relationship to building and adjoining structures.
 - iii. Scale: height in relationship to adjoining structures.
 - iv. Wall facade treatments and window patterns.
 - v. Front facade, exterior elements, detailing, color, and wall surface structures.
 - vi. Buildings facing pedestrian areas should be at least 5'-0" from walkways with a landscape buffer, as a general rule.
 - vii. Utility and mechanical locations and screenings of such.
 - viii. Doors and storefronts must reflect the "contemporary" architectural style.
 - ix. Outdoor seating and landscape areas will be required, as well as dumpster locations. The use of wood or chain link will not be permitted.
 - x. All submittals will require building floor plans, exterior elevations (4) sides

{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

and a color elevation showing the architectural “contemporary” style.

11. Landscaping and Related Standards.

- A. Landscaping.
- i. Landscaping shall be consistent throughout all parcels contained within the PROPERTY to provide the sense of a unified campus development.
 - ii. Specific landscape plans shall be provided through the site plan process for each parcel contained within the PROPERTY.
 - iii. For each parcel, the following minimum landscape requirements shall apply:
 - a. Project Perimeter
 - i. The MDP provides for a landscape perimeter buffer along Center Avenue of 20-25 feet. The minimum landscaping required for these areas shall be as provided on Page 2 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit “C”.
 - ii. Parcel 4 – The western boundary of Parcel 4, as illustrated on the MDP, provides for a 10 foot landscape perimeter buffer. The minimum landscaping required for these areas shall be as provided on Page 5 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit “C”. This buffer standard may be carried along to the northern boundary of Parcel 4.
 - iii. Southern Boundary – The southernmost boundary of the PROPERTY is encompassed by a 15 foot access easement servicing Well Tract. In the event that said easement is vacated, the buffer standards provided on Page 5 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit “C” shall apply.
 - iv. Retention Ponds – The retention ponds are to be designed as functional, but featured amenities for the PROPERTY. To that end, linear landscaping has not be provided for the surface water tracts within the MDP. However, DEVELOPER shall supplement the design of the surface water tracts with plantings so long as they do not interfere with the function of the stormwater facilities and are compliant with St Johns River Water Management District.
 - b. Parking and Drive Aisles: The MDP provides for parking and drive aisles servicing all portions of the PROPERTY. Plantings within the drive aisles shall be as depicted as provided on Page 3 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit “C”.
 - c. Building Landscaping: To comply with and accentuate the architectural themes of the structures to be built on the PROPERTY, the minimum landscaping for building frontages

Commented [TH17]: Deleted proposal to do entire Center Avenue buffer as part of initial phase of development.

Commented [TH18]: This means the minimum buffer when drawing shows 25-feet. A larger buffer should be provided along Center Avenue and Walker Street as the frontages are where the highest impacts to adjacent property will be incurred. The wider buffer will allow trees to be closer to the interior side of the buffer and thus avoid or minimize impacts from overhead power lines.

Commented [TH19]: What does this mean? Is the buffer to supplant the larger buffer on Walker Street?

Commented [TH20]: Page 1 in the exhibit shows residential buffer along the southern boundary. This buffer should be north of the easement.

Commented [TH21]: The retention ponds should be part of the landscape plan and not a reason to reduce the scope of the plan. The location of the ponds offers the opportunity to plant trees south of the ponds to keep them removed from overhead utilities and to use the area north of the ponds for understory trees and ground level landscaping. This site project is an opportunity to do a knock-out plan rather than a reason to knock out plant material.

Commented [TH22]: Graphic shows 11 spaces between planter islands, while city code is no more than 10 spaces. There is some specific need keyed to the site design that is a deviation from the code.

within the PROPERTY shall be as provided on Page 4 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "C".

- d. OWNER shall provide DEVELOPER with reclaimed water at a rate of \$200 per month.

B. Sidewalks.

- i. Sidewalks shall be provided on both sides of all roads and private access drives leading into the PROPERTY from Walker Street and the primary access point from Center Avenue. No sidewalks shall be provided along the access easement to the Well Tract. Sidewalks shall comply with City of Holly Hill design standards.
- ii. Sidewalks shall be provided to internal connection between the various uses and parcels. Determination of location, size and design of the pedestrian walkways shall be addressed with the site plans for the individual parcels. To the extent permitted by the St Johns River Water Management District, DEVELOPER shall attempt to incorporate walking paths and similar amenities into the Surface Water Tracts depicted on the MDP.

- C. Bus Stops. There shall be two covered bus stops serving the PROPERTY, one located on Walker Street and one located on Center Avenue. The exact locations and designs of the shelters shall be coordinated with Votran and the CITY.
- D. Bicycle racks shall be provided at entrances to primary structures for both patrons, residents and employees.

12. **Ingress and Egress to the PROPERTY.** Public access to the PROPERTY shall be limited to points along Walker Street and Center Avenue in accordance with the requirements contained in Chapter 90, Article III, Division 2, Subdivision IV of the LDC and as depicted in the MDP. An access/maintenance easement, fifteen feet (15') wide and as depicted generally on the MDP, shall provide CITY with access to its water line and the Well Tract from Center Avenue. Temporary access to the PROPERTY shall be allowed from Center Avenue and Walker Street during site construction beyond that which is depicted in the MDP. Temporary access shall not require paving of a new driveway. All property owners within the PROPERTY shall have the right to utilize any of the access easements abutting their parcel.

13. **Projected Traffic Impacts and Improvements.** A traffic impact analysis (TIA), as delineated in Section 114-617 of the LDR has been prepared and reviewed by the CITY and the County of Volusia. DEVELOPER shall install a turn lane on Center Avenue once the development of the PROPERTY reaches 80,000 square feet in occupied space, excluding any multi-family structures. Should a future TIA determine that a turn lane is mandated on Walker Street during subsequent site plan review of future phases, the DEVELOPER shall build the turn lane. DEVELOPER shall be entitled to recover a proportionate share of the cost from other property owners as other projects are reviewed by the City for transportation concurrency. Said improvements shall be deemed to be infrastructure improvements subject to reimbursement pursuant to the terms and conditions of the separate Redevelopment Incentive Agreement.

Commented [TH23]: This is a new provision which changes free water to water provided at a flat rate for usage. There is no provision for adjusting the rate over of the agreement. Can reclaimed water be used on the the potable water well?

Commented [TH24]: Is this provision keyed to the retention areas or the well tract?

Commented [TH25]: The driveway access to Parcel 2 likely needs to be a right-in/right-out connection given positioning to the corner. The access to Parcel 2 will serve the primary access and the connection with the turn lane.

All three access points plus the residential access need deceleration (right turn) lanes.

I would like to see a cross-sections of the driveways in so we can verify which ones have medians.

Commented [TH26]: My position remains that the study still should be updated and the resulting required evaluated. The project layout has been revised at least since the traffic study was done and the development may be different as well. We also noted reservations in the original traffic study that were never addressed.

14. Projected Utility (Potable Water, Sanitary Sewer and Stormwater Management) Impacts and Improvements.

- A. All proposed improvements shall be required to connect to existing potable water and sanitary sewer facilities owned and maintained by the City of Holly Hill. All designs and construction of utility connections shall comply with Chapter 90, Article III, Division 4 of the LDC.
- B. All Stormwater management facilities shall comply with the requirements of the CITY and the St. Johns River Water Management District.
- C. As stated herein in Section 17 of this Agreement and as provided in the separate Redevelopment Incentive Agreement, DEVELOPER shall receive those certain impact fee credits, including those for potable water and sanitary sewer impacts, based on the prior use of the PROPERTY (Holly Hill Middle School) and said credits shall be utilized in determining impact fees and other connection fees as specified in said Redevelopment Incentive Agreement.
- D. In accordance with Section 90-205 of the LDC, utility lines for electricity (except primary transmission lines), telephone, gas and television communications shall be installed underground in locations approved by the city engineer unless otherwise approved by the City Commission.
- E. Water usage by the multi-family uses contemplated for parcel 4 as depicted on the MDP shall be measured by a master meter.

15. On-site Parking/Development Criteria. The on-site parking shall comply with the requirements of the LDR's with the following exceptions:

- A. Parking for all permitted uses, excluding multi-family dwellings, identified in Section 7 shall be provided at a rate of 4 parking spaces per 1,000 square feet of gross building area. Reductions may be allowed for parking management strategies that include, but are not limited to shared-parking agreements, shift-related parking plans, off-site parking opportunities and credits for transit, pedestrian, bicycle and on-site residential development.
- B. Parking for multi-family dwellings shall be calculated at 1.5 spaces per 1-bedroom unit and 2 spaces for each unit with 2 or more bedrooms.
- C. **Parking for Accessory Uses:** Section 8 of this AGREEMENT provides for certain uses which are accessory to the primary uses on the PROPERTY. To the extent those accessory uses are constructed, their parking demands shall be presumed to be satisfied by the parking provided for the primary uses/structures. For example, accessory storage in support of the primary headquarters shall not require additional parking so long as the parking required for the headquarters has been provided.

16. Signage. Signage shall comply with the regulations contained in Chapter 110 of the CITY's LDC with the following exceptions:

- A. There shall be five (5) project identification signs to be located on Walker Street (2), Center Avenue (2) and the intersection of LPGA Boulevard and Center

Commented [TH27]: It appears that the positioning of the restaurant, fitness center, clinic and day care are such that they will be open and accessible to the public. Nothing in the agreement precludes the use of these facilities as public parking. Parking needs to be provided at the appropriate ratios for these uses.

In previous discussions, the applicant has stated that his business requires a higher than normal ratio of parking spaces per square foot; in the range of 7 spaces per 1000, yet the city is providing parking at the lower level of 4 spaces/1000. Is this parking building in problems for the long-term use?

Commented [TH28]: The signage section no longer includes a discussion of tenant panels. Are these anticipated, so, which signs will have them. Absent an approved project identification, we will require the signs to be project identification only. Wall signage and the directory signs then provide for tenant identification.

Avenue (1) as generally depicted in the MDP (as either “Entrance Sign” or “Entrance Feature”). The project identification signs shall each be limited to a maximum of forty-eight (48) square feet of copy area per face. Copy area shall mean the area of the sign wording and logos, and shall not include the physical structure supporting the sign. The maximum height of the project identification sign shall be ten (10) feet as measured from the centerline of the adjoining street. Project identification signs shall be located so that there are no sight visibility issues at intersections or other points of heavy vehicular traffic. Project identification signs may be a single, double-faced sign or two, single-faced signs. Project signs shall be monument style ground signs and shall include the name of the MPUD (“Fountainhead” or other project name acceptable to the DEVELOPER and OWNER).

- B. Building identification signs shall be allowed on all buildings. Maximum building sign area shall be equal to the area of 10% of the building height multiplied by 25% of the building width of the side of the building where the sign will be placed. The building sign may be placed anywhere on the building, except that no sign shall exceed or protrude over any roof line.
- C. Directory signs up to a maximum area of thirty-two (32) square feet of copy area shall be allowed at one access point from Walker Street and two access points from Center Avenue. Directory signs shall not exceed eight (8) feet in height. Directory signage shall be designed to accommodate individual business locations and shall be accessible to all properties within the project.
- D. No exposed neon or lighting shall be allowed within any sign on the PROPERTY.
- E. Final designs shall be provided with site plan applications and shall comply with the dimensional requirements listed above and shall be consistent with the standards for “Contemporary Architecture” listed in Section 10 of this AGREEMENT.
- F. There shall be (1) identification sign into Parcel 4, the proposed location for the Multi-Family use. This sign shall not include tenant identification.

Commented [TH29]: Edit

Commented [TH30]: Increased from one to two l s.

Commented [TH31]: Edit

17. Vesting: Development Rights and Impact Fees.

- A. Development Rights for the PROPERTY – The intent of this AGREEMENT is to define the applicable condition for the development of the PROPERTY. As stated herein, where the AGREEMENT and MDP are silent, the LDR provisions in effect as of the Effective Date of this AGREEMENT shall control. These rights shall vest for the entire PROPERTY upon either the acquisition by DEVELOPER of any portion of the PROPERTY from the OWNER OR the contribution by DEVELOPER for on-site or off-site infrastructure improvements, whichever occurs first.
- B. For purposes of all concurrency and impact fee determinations, DEVELOPER will receive credit for all of the pre-existing impacts of the middle school formerly on the PROPERTY, including but not limited to police protection, fire protection, water, sewer, stormwater, and traffic. Said credit shall remain with the PROPERTY in accordance with the City of Holly Hill LDRs and shall not

Commented [TH32]: Have we resolved this issue of this language? This approach leaves no credits to a land the City might hold after sale of the initial parcel.

be transferred to any unrelated project or development. The transfer and vesting of said credits shall be effective as of the date of the closing of the sale of any portion of the PROPERTY from OWNER to the DEVELOPER. Said credits shall be considered a vested property interest and shall survive any future modification of the CITY'S concurrency or impact fee provisions to ensure that they may be available for use for the duration of the PROPERTY'S redevelopment.

18. Walls and Fences. Interior fences and wall may not exceed six feet (6') in height. Fences and walls may be constructed of metal, masonry, PVC, or other similar materials. Fence design must be consistent with the design criteria contained in Section 10 of this AGREEMENT. Black or green vinyl-coated chain link fence may only be used on the perimeter of the contemplated child day care center play yard.

19. Solid Waste. Each parcel shall have adequate facilities for the disposal of solid waste which shall be screened from view. Design and appearance of dumpster enclosures shall be consistent with the design criteria in Section 10 of this AGREEMENT. At a minimum, all outside temporary waste storage containers shall consist of six foot (6') tall, ten foot (10') by ten foot (10') enclosures. If dumpsters are used on the subject property, a solid fence or wall with a height of 6 feet shall be used to screen three sides of the dumpster. Gates shall be opaque and shall remain closed to obscure the contents during business hours.

20. Parcel Development Plan Approval. This AGREEMENT and MDP provides sufficient evidence that future development of the PROPERTY conforms to the requirements established in Chapter 82, Article III, Division 2, Section 82-216 City of Holly Hill LDRs. The development of the Fountainhead MPUD shall be subject to review solely by the Development Code Administrator and other City of Holly Hill staff. The Final Development Plans shall be reviewed solely by the Development Code Administrator, who upon determination that a Final Development Plan complies with all applicable development requirements of subsection 82-216(g) and the MPUD, shall issue the Final Development Order. All Final Development Plans shall address future development of adjoining vacant development areas by demonstrating that utilities, access, and compliance with dimensional standards (setbacks, buffers, building separation) shall be consistent with this AGREEMENT, the Comprehensive Plan and the City of Holly Hill LDRs. Nothing contained herein exempts future development of the Fountainhead MPUD from other permitting requirements established by federal, state, regional or county authorities. Appeals of the Development Code Administrator's decisions in regard to Final Development Plans within the Fountainhead MPUD shall abide by the requirements established in Chapter 82, Article V, Division 2.

21. Stormwater. Stormwater will be treated on site as required by the LDRs and the St. Johns River Water Management District. Stormwater retention facilities may serve individual or multiple parcels within the PROPERTY. Any common stormwater facilities must be maintained by a Property Owner's Association. Stormwater pond area shall be credited toward any open space requirement. Stormwater shall be designed to be integrated with the landscaping so that size, orientation and design are complementary to the landscape and building design. Ponds shall be designed to be aesthetically pleasing, complimentary to the PROPERTY'S landscaping and sloped

so that fencing is not required. Fountains shall be provided in each retention area as a design element.

22. Wellfield Acknowledged. A wellfield, with a well tract encompassing approximately 2.08 acres, is located outside of the PROPERTY along its southern boundary as depicted in the MDP. This AGREEMENT and the MDP were designed to accommodate the continued use and maintenance of the well tract by the CITY. All parties to this AGREEMENT acknowledge the existence and proximity of the wellfield to the PROPERTY. If CITY ceases the use of the wellfield and DEVELOPER purchases that property identified as the Well Tract on the MDP at a later date, said property may be incorporated into this AGREEMENT and the MDP as a minor amendment approved by the Development Code Administrator.

23. Property Owners Association. Prior to any subdivision of the PROPERTY that includes common area or other common maintenance areas as shown on the MDP, DEVELOPER shall establish a Property Owners Association, created for the maintenance of all common areas, including the interior road network, parking areas and the stormwater system for the PROPERTY. The articles of incorporation and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the Land Development Code Administrator within 6 months of adoption of this AGREEMENT and prior to the conveyance of any fee interest in the PROPERTY to an entity which is not a party to this AGREEMENT. The DEVELOPER shall be responsible for recording said information in the Public Records of Volusia County, Florida and shall bear all costs for recording the information.

24. Binding Effect. This AGREEMENT shall be recorded in the Public Records of Volusia County, Florida, and the provisions of this AGREEMENT shall be binding upon the parties hereto and respective successors and assigns as a covenant running with and binding upon the PROPERTY.

25. Breach of Agreement. In event that the DEVELOPER has materially breached the Agreement, the DEVELOPER shall commence to cure the breach within thirty (30) days of the notice by the CITY. If the DEVELOPER is unable or unwilling to cure the breach and abide by the Agreement, the CITY shall exercise its right to take appropriate legal action for the purpose of curing the breach and enforcing this AGREEMENT.

26. Hold Harmless. The purpose of this Hold Harmless provision is to limit the exposure of the CITY, as the governing body adopting this AGREEMENT from actions taken during development on the PROPERTY. Therefore, OWNER and DEVELOPER agree to and shall hold the CITY, its officers, its employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage that may arise from the direct or indirect operations of the OWNER or DEVELOPER or those of the OWNER's or DEVELOPER'S contractor, subcontractor, employee, or other persons acting on his/her behalf which relate to the project. OWNER and DEVELOPER agree to and shall defend the CITY and its officers, employees, and representatives from actions for damages caused or alleged to have been caused by reason of the OWNER's or DEVELOPER'S activities in connection with the project. HOWEVER, nothing contained herein shall be deemed to serve as a waiver of sovereign immunity to the extent said immunity is available to OWNER.

Commented [TH33]: This whole paragraph is new. It's an issue with declaring the inclusion of the parcel to be an amendment. A two acre site could contain a significant amount of development. If the well field site were to be combined with a parcel connecting the site to LPGA the potential impact would be even greater. Any uses proposed for well field site in the future should follow the same major/minor rules as the existing site.

Commented [TH34]: This language has not changed from the earlier draft, but I wonder if we should require the amendment to be done with the first subdivision period. Could the amendment be done with the first subdivision period. Could the amendment be done with the first subdivision period. Could the amendment be done with the first subdivision period. Could the amendment be done with the first subdivision period.

27. **Monitoring Official.** The City of Holly Hill City Manager or his/her designee is appointed as the CITY's monitoring official of this AGREEMENT. The CITY's representative shall monitor the activities specified in such a manner to ensure that all requirements of this AGREEMENT are met and that all reviews and approvals are expedited to the greatest extent possible.

28. **Force Majeure.** In the event that DEVELOPER is delayed or hindered in or prevented from the performance hereunder by reasons of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, acts of God, inability to obtain or delays in obtaining permits, approvals or authorizations or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "**Permitted Delay**" or "**Permitted Delays**"), DEVELOPER shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time requires written notice of such Permitted Delay to the CITY by DEVELOPER within ten (10) days of the event causing the Permitted Delay. In no instance shall an extension of time required by a Permitted Delay exceed one hundred eighty (180) days.

Commented [TH35]: The City Attorney had requested this item be deleted, but it remains.

29. **Notices.** Any notice, demand or other communication required or permitted under the terms of this AGREEMENT shall be in writing, made by telegram, Federal Express, USPS Express Mail, UPS or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by any of the overnight delivery services identified above, and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the CITY:	City of Holly Hill Attn: City Manager 1066 Ridgewood Avenue Holly Hill, FL 32117 PH: 386.248.9425 FX: 386.248.9448
With Counterpart to:	City of Holly Hill Attn: City Planner 1066 Ridgewood Avenue Holly Hill, FL 32117 PH: 386.248.9424 FX: 386.248.9448
If to the DEVELOPER:	Fountainhead Developers, LLC 1410 LPGA Boulevard Daytona Beach, FL 32117 PH: 386.274.4802

30. **Severability.** Invalidation of any provisions of this AGREEMENT shall not affect any

other provisions of this AGREEMENT, which shall remain in full force and effect.

31. Effective Date. This AGREEMENT shall become effective upon execution by all parties and approval of the rezoning request by the CITY.

**THIS PORTION OF THE PAGE LEFT INTENTIONALLY BLANK
TITLE PAGE TO FOLLOW**

{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

Attachment: MPUD Agreement Draft 11-7-16 With Comments (1522 : Fountainhead MPUD)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by John Penny as the Mayor of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.:
My Commission Expires:

OWNER

HOLLY HILL COMMUNITY
REDEVELOPMENT AGENCY

Attest: _____
Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2016 by John Penny as the Chair of the Holly Hill Community Redevelopment Agency, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.:
My Commission Expires:

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson MeyerTitle: ManagerSTATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by M. Jayson Meyer as the Manager of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:Commission No.:
My Commission Expires:

Exhibit A-1

Parcel A: The 1200 Center Avenue property

Legal Description, Topography, and Sketch to be included within 60-days of MPUD approval

Exhibit A-2

Parcel B: Developer's Parcel

Legal Description, Topography, and Sketch to be included within 60-days of MPUD approval

{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

Attachment: MPUD Agreement Draft 11-7-16 With Comments (1522 : Fountainhead MPUD)

Exhibit B
Mixed Use Master Development Plan

{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

Attachment: MPUD Agreement Draft 11-7-16 With Comments (1522 : Fountainhead MPUD)

Exhibit C
Landscape Plan

{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

Attachment: MPUD Agreement Draft 11-7-16 With Comments (1522 : Fountainhead MPUD)

Exhibit D
Traffic Impact Analysis

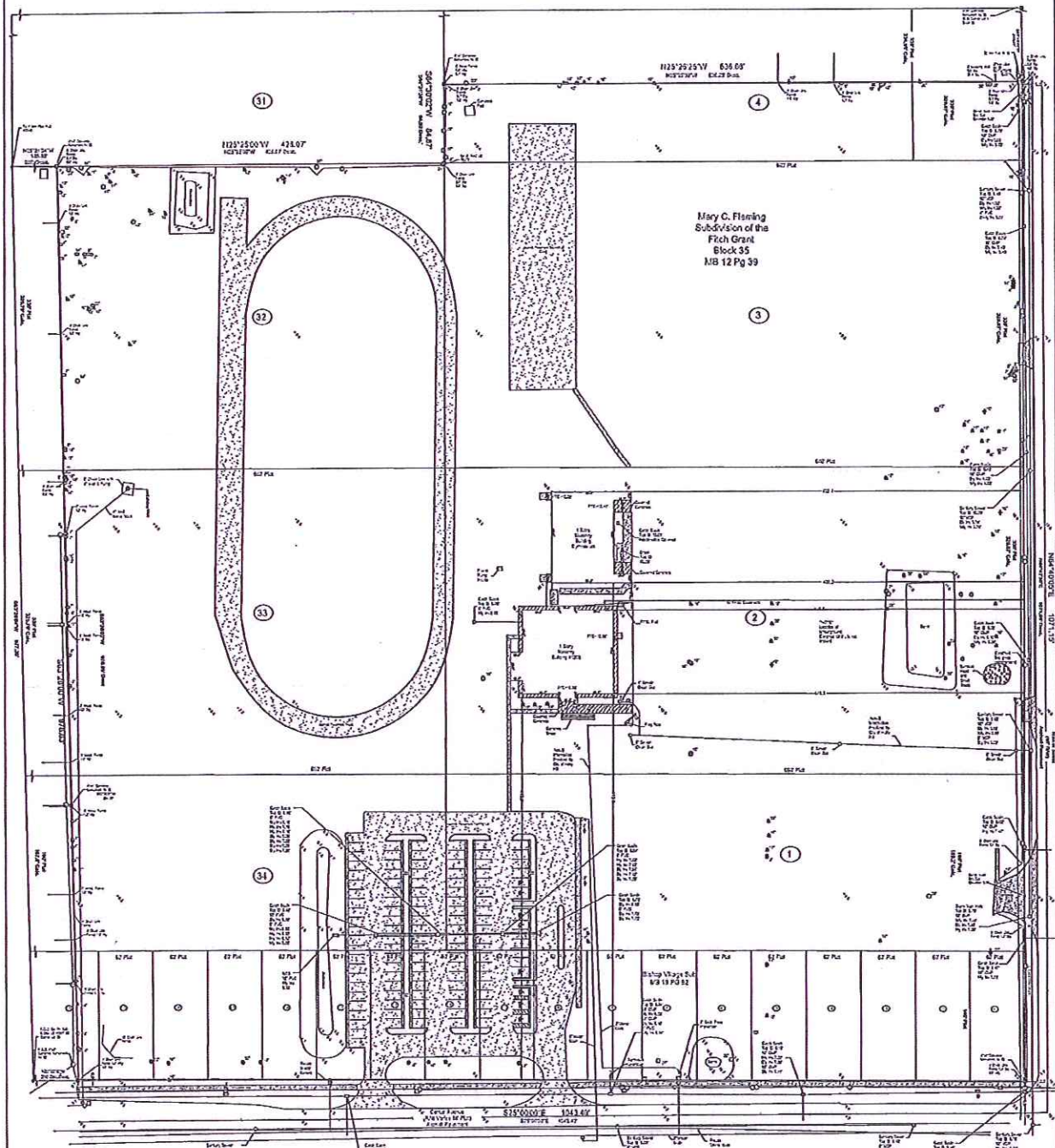
{044586-002 : MWOOD/MWOOD : 02076900.DOCX; 1}

Attachment: MPUD Agreement Draft 11-7-16 With Comments (1522 : Fountainhead MPUD)

Exhibit A-1

Parcel A: The 1200 Center Avenue property

Legal Description, Topography, and Sketch to be included within 60-days of MPUD approval



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JC-103, 13012 C/D 13012 E/F 5A (1405)
 FB 119, pp 37-50

MICHAEL M. MYER, FL PSM LS4008
MYER LAND SURVEYING, INC., LICENSED BUSINESS #5377
(NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL)

Boundry, Tree, and Topographic Survey
Exclusively prepared for:
City of Holly Hill

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #8977
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone 386 255-6306 Fax

DATE: 03/13/13	SCALE: 1"=50'	SHEET 1 of 1
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Exhibit A-2
Parcel B: Developer's Parcel
Legal Description, Topography, and Sketch to be included within 60-days of MPUD approval

Exhibit B
Mixed Use Master Development Plan

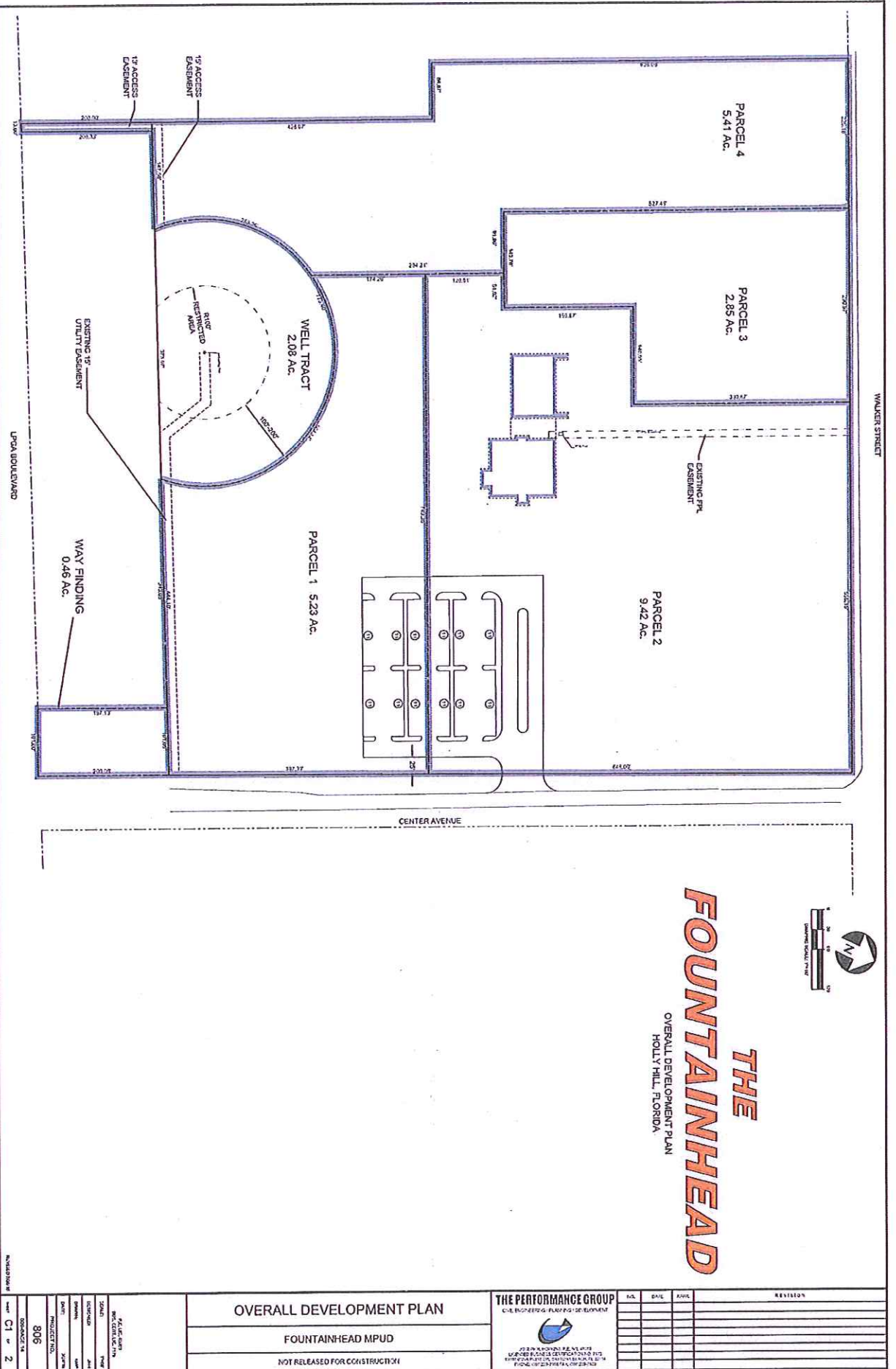


Exhibit C
Landscape Plan

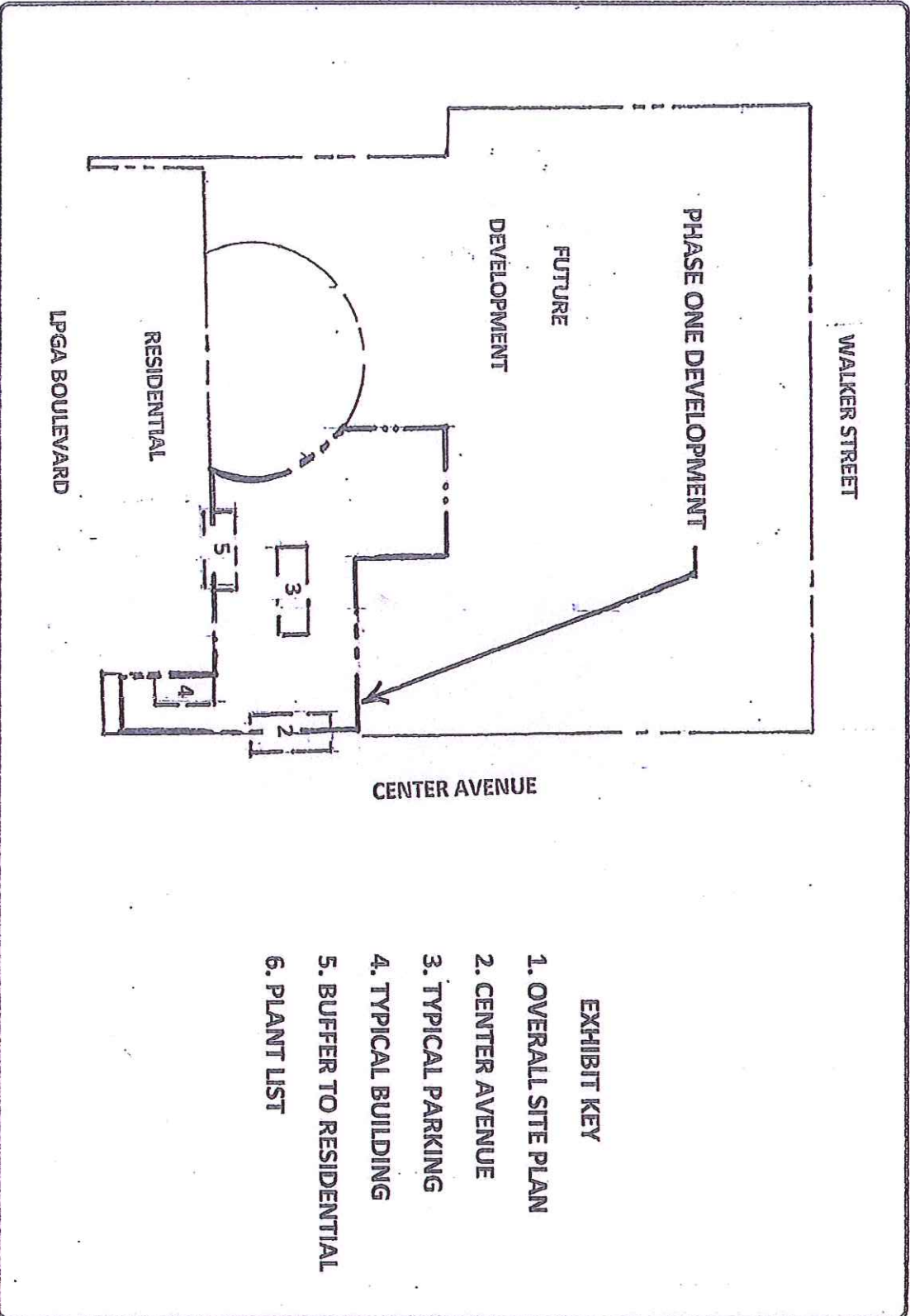


EXHIBIT KEY

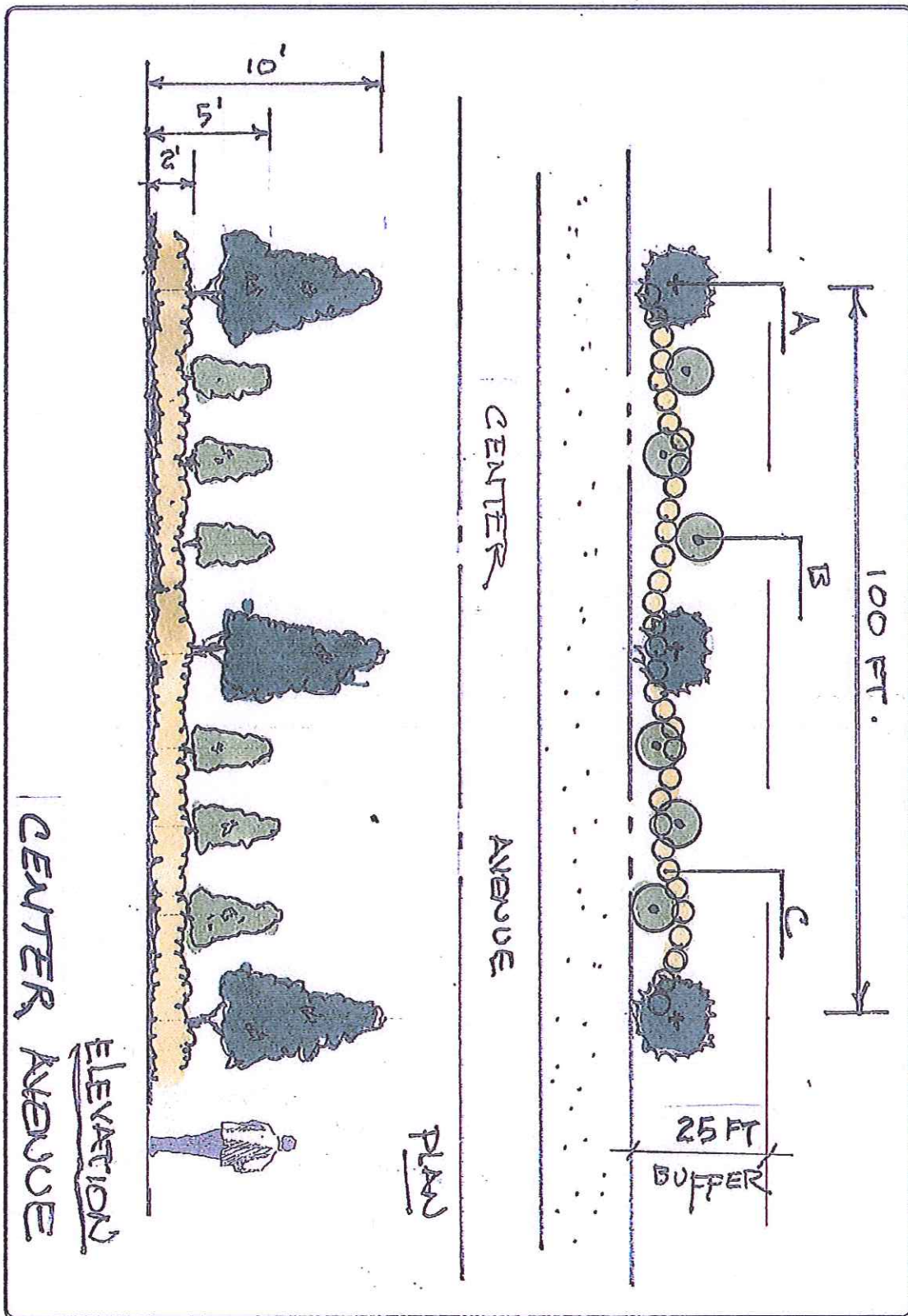
1. OVERALL SITE PLAN
2. CENTER AVENUE
3. TYPICAL PARKING
4. TYPICAL BUILDING
5. BUFFER TO RESIDENTIAL
6. PLANT LIST

1.

**THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS**

Robert E. Williams, ASLA
1101 E. Highway 1, Suite 101
Palm Beach, FL 33480
Phone: 314.444.8304
Fax: 314.444.8304
Email: Robert@fountainhead.com

DC
Design Communications
Landscape Architecture
Land Planning
Feasibility Studies

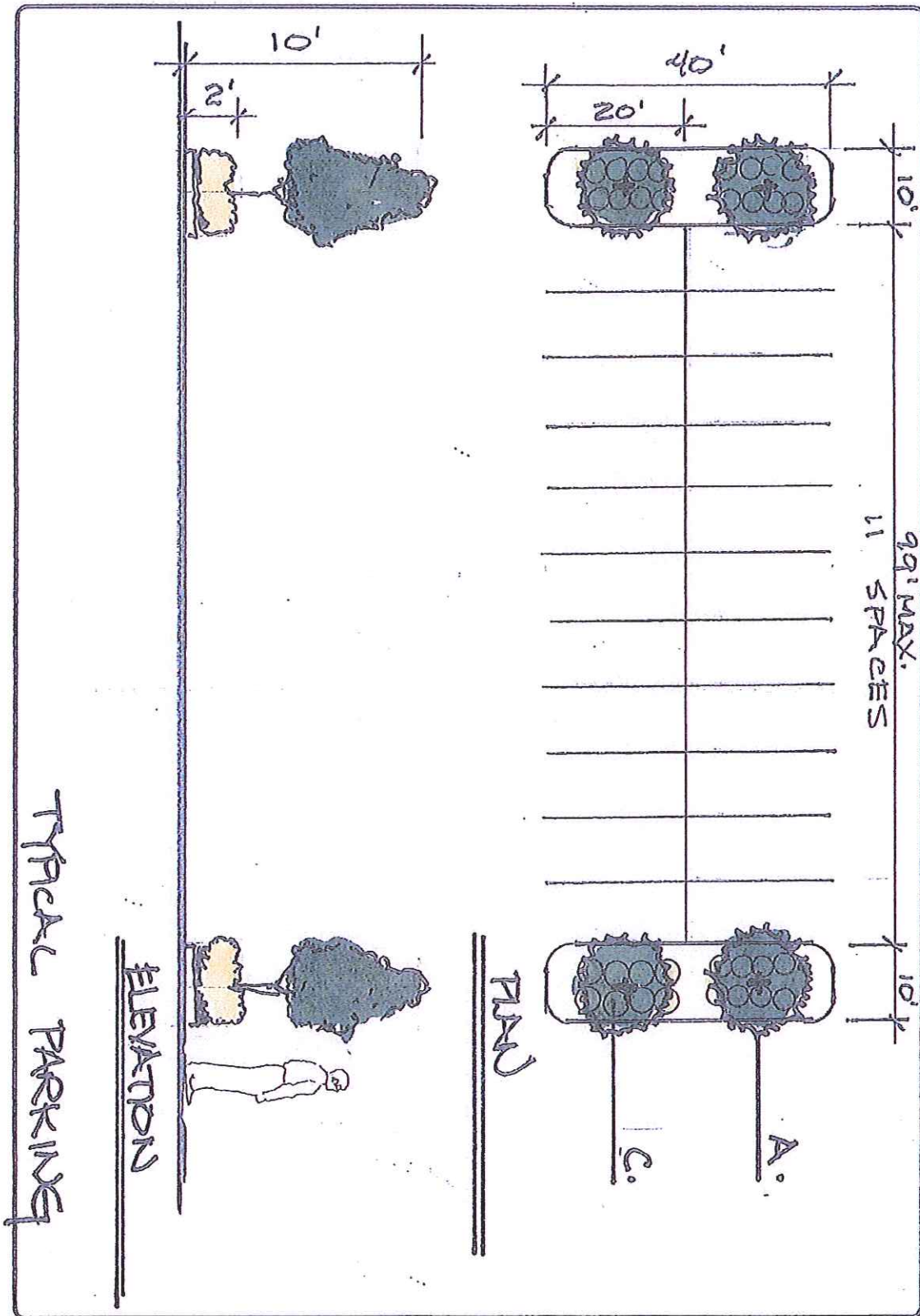


2.

THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS

Robert S. Dillman, AIA
3101 Kiny Road, Suite 101
Palm Beach, FL 33480
Phone: 335-446-8194
Fax: 335-446-8195
Email: rdillman@fountainhead.com

DC
DESIGN CONSULTANTS, P.A.
Landscape Architecture
Land Planning
Feasibility Studies

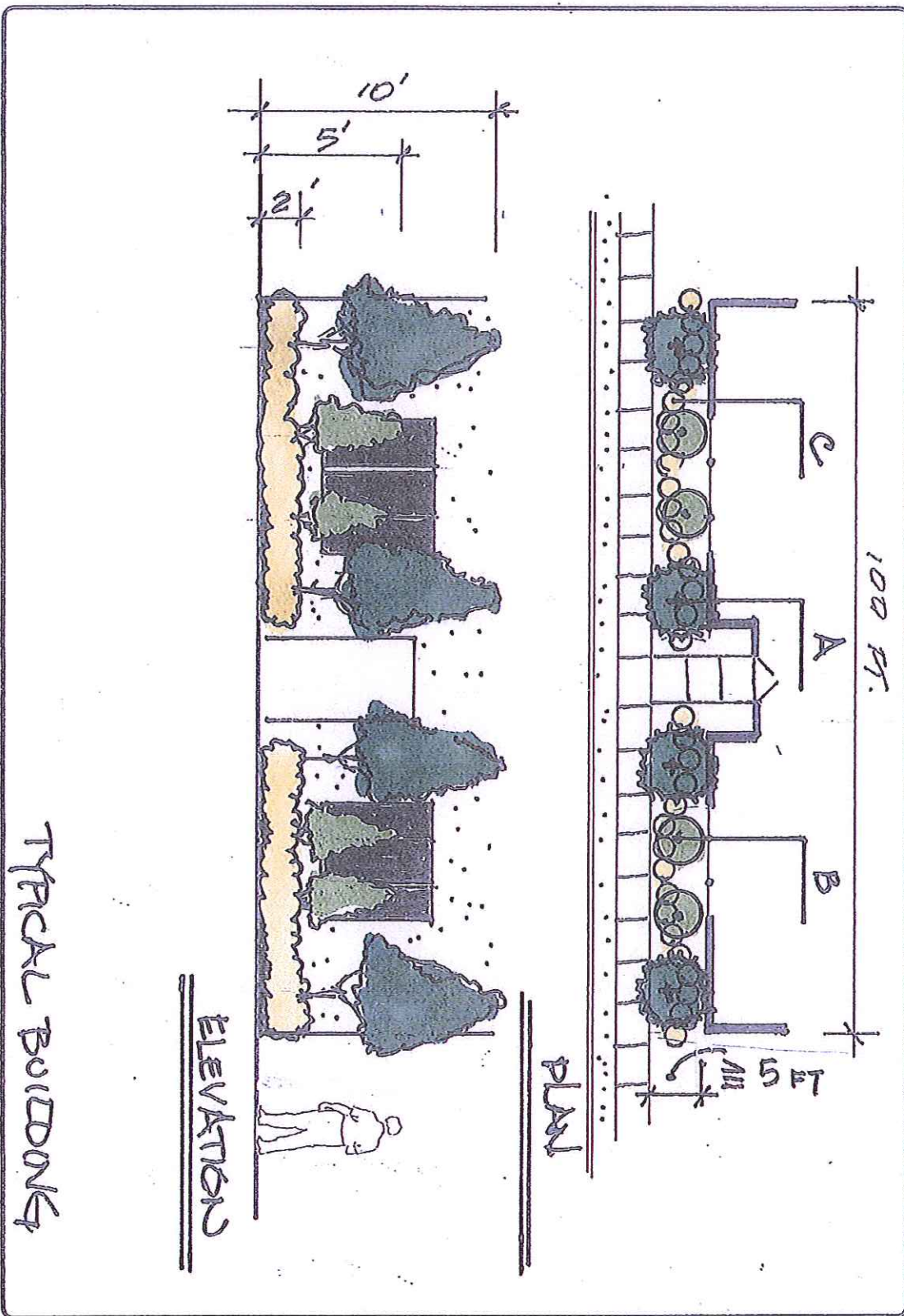


3.

THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS

Robert E. DiGirolamo, ASLA
33 Old Kings Road North, Suite 1
Palm Coast, FL 32137
Phone: 386.445.8304
Fax: 386.445.8306
Email: RD@dirolamo.com

DC
DESIGN CONSULTANTS, LLC
Landscape Architecture
Land Planning
Feasibility Studies



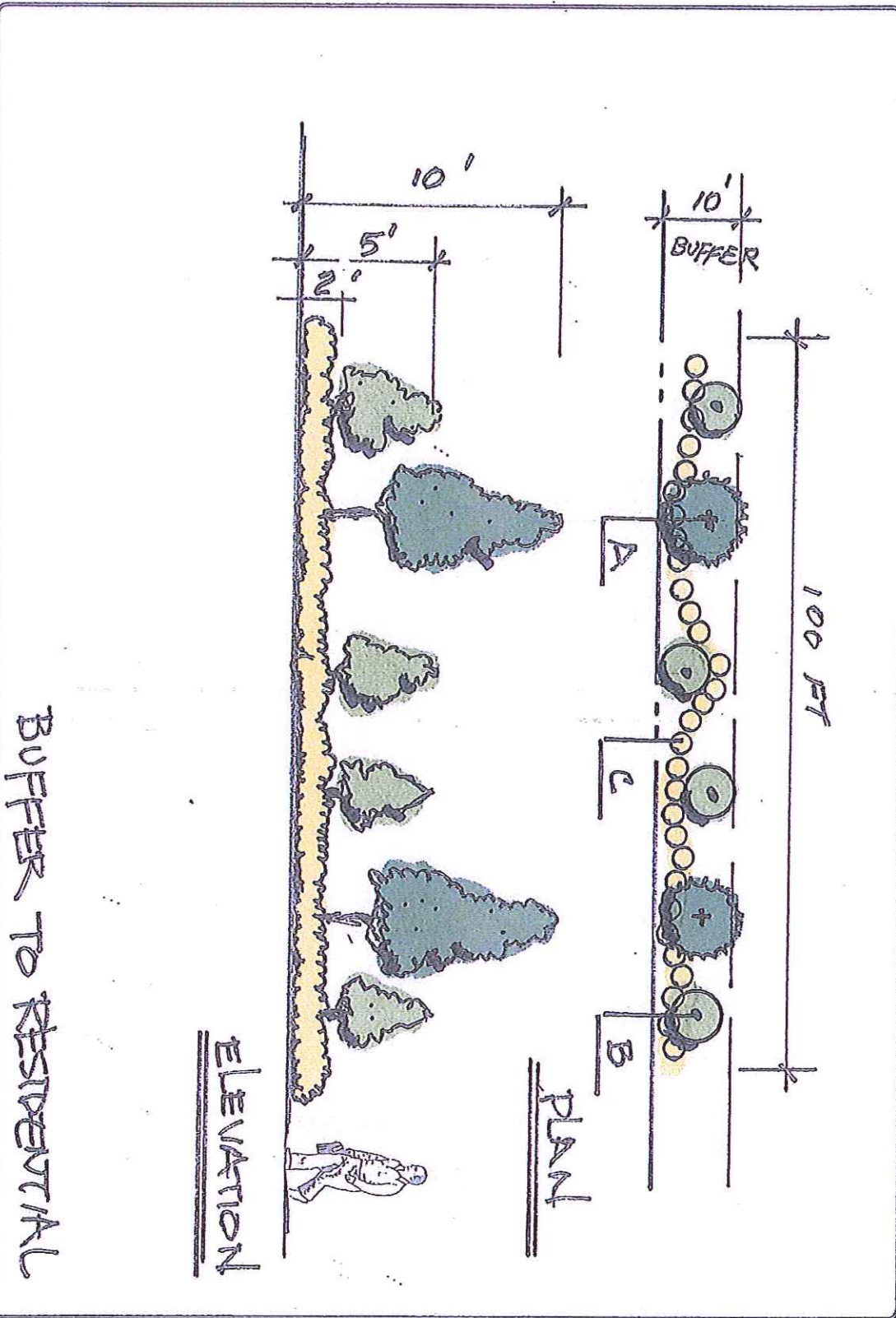
TYPICAL BUILDINGS

4.

THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS

Robert E. Williams, ASLA
3101 Kings Road NW, Suite 1
Palm Beach, FL 33411
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DC
1000 900 100 511710 100
Landscape Architecture
Land Planning
Fountainhead Studios



5.

THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS

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DC
200001000011010
Landscape Architecture
Land Planning
Feasibility Studies

THE FOUNTAINHEAD PLANT LIST May 11, 2016

SYM	BOTANICAL / COMMON NAME	MIN SIZE	SPACING
A	QUERCUS VIRGINIANA/LIVE OAK	10 FT HT	AS
	MAGNOLIA GRANDIFLORA/ SOUTHERN MAGNOLIA	10 FT HT	AS
	ULMUS PARVIFOLIADRAKE ELM	10 FT HT	AS
	JUNIPERUS SILICICOLA/SOUTHERN RED CEDAR	10 FT HT	AS
B	LAGERSTROEMIA INDICA/CREPE MYRTLE	5 FT HT	AS
	LIGUSTRUM LUCIDUM/LIGUSTRUM TREE FORM	5 FT HT	AS
	ILEX ATTENUATA/ EAST PALATKA HOLLY	5 FT HT	AS
	ILEX SAVANNAH/SAVANNAH HOLLY	5 FT HT	AS
C	NERIUM OLEANDER/ OLEANDER STANDARD	5 FT HT	AS
	ILEX EAGLESTON/EAGLESTON HOLLY	5 FT HT	AS
	LIGUSTRUM RECVAFOLIUM/ RECURVE LIGUSTRUM	3 GAL 24"X24"	3 FT OC
	PITIOSPORUM TOBIRA/ GREEN PITIOSPORUM	3 GAL 24"X24"	3 FT OC
	PODOCARPUS MACROPHYLLA/ YEW/PODOCARPUS	3 GAL 24"X24"	3 FT OC
	VIBURNAM ODORATISSIMUM/SWEET VIBURNUM	3 GAL 24"X24"	3 FT OC
	MULCH - PINE BARK		
	SOD - St. Augustine Floratam or Empire Zoysia		

Plant List

6.

THE FOUNTAINHEAD
HOLLY HILL, FLORIDA
LANDSCAPE EXHIBITS

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Email: Dickinson@aol.com

BC
BCH 201002017111111
Landscape Architects
Local Planning
Feasibility Studies

Exhibit D
Traffic Impact Analysis