



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
DECEMBER 18, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Mike Carroll, Assoc. Pastor First Assembly DeLand Church, Sr. Chaplain Volusia Sheriff's Office

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Resolution No. 2023-99, Honoring the Retirement of Detective Adam Cosens.
2. Employee Years of Service Awards.

CONSENT AGENDA

1. Resolution Approving Surplus of Glock Firearm for Detective Adam Cosens.

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Det. Adam Cosens.

2. Resolution re Surplus Equipment.

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

3. Consideration re Gateway Grant for Property Located at 306 West Wisconsin Avenue.

The applicant, Jessica Levings, has requested a Gateway Improvement Grant in the amount of \$13,714.50 for work involving replacement of an existing building sign and exterior landscaping for the building located at 306 W. Wisconsin Ave. The maximum amount of a Gateway Grant award is generally \$5,000. Upon recommendation by the Mainstreet Grant Committee and the City of DeLand Community Development Department, the City Commission may award larger grants for exceptional projects.

4. Resolution Approving Carryforward for FY 2023-2024 Budget Amendment.

Presentation of the carryover budget amendment for FY 2023-2024, recognizing items carried over from FY 2022/2023.

5. Consideration re Approval of Minutes.

It is recommended that the City Commission approve the minutes.

6. Consideration re Utility Service Agreement for STOR-IT Self Storage.

Staff recommends that the City Commission approve the Utility Service Agreement for STOR-IT Self Storage.

7. Consideration re Grant of Easement to Duke Energy, DeLand Airport PAPI Site to Runway 30.

Approval of a temporary easement granting Duke Energy the right to install new power service to the FAA owned airfield PAPI system located on Runway 30 and further authorizing the Mayor, with the consent of the City Engineer, to execute a final easement which includes a surveyed sketch and description following installation of the utilities, without the need for further action by the City Commission.

8. Consideration re Subordination Agreement, Laugh and Learn Preschool, LLC.

Approve and execute the Subordination Agreement.

9. Consideration re Assignment and Assumption of Lease Agreement between Schalk Enterprises, LLC to Workman Land Group, LLC.

Staff recommends approval of the Recognition of Lease Assignment and Assumption for property located at 650 East Summerhill Drive, from Schalk Enterprises, LLC to Workman Land Group, Inc.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-29, Changing the Zoning Amending the DeLand Toyota PD, for +-10.43 Acres of Property, Located at 1701 South Woodland Boulevard, to Amend and Restate DeLand Toyota Planned Development, for the Purposes of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building.

This is a request to approve the Amended and Restated DeLand Toyota PD Agreement on second reading.

NEW BUSINESS

1. Resolution Approving Class IV Site Plan, Edith Starke Elementary School, Located at 730 South Parsons Avenue.

The applicant, Volusia County School Board, seeks to construct a new 88,500 sq. ft. elementary school building on the subject property. The existing school building will remain operational during construction, and be demolished upon completion of the new school facility.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2023 - 99

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO ADAM COSENS UPON HIS MEDICAL RETIREMENT AFTER FOUR AND A HALF YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Detective Adam Cosens has dedicated his career to the safety and protection of our community and to the DeLand Police Department. He has been loyal to his fellow officers and the community throughout his career; and

WHEREAS, Detective Adam Cosens was hired as a Police Officer by the City of DeLand February 18, 2019. He transferred from the Patrol Operations Bureau to the Support Services Bureau as a Detective April 23, 2022. Unfortunately, Detective Adam Cosens sustained a debilitating injury while addressing an active subject during the line of duty; and

WHEREAS, as a result of the unforeseen and untimely injury, Detective Adam Cosens medically retired as a sworn Detective September 1, 2023; and

WHEREAS, Detective Adam Cosens' dedication and commitment to the City of DeLand and to the DeLand Police Department has earned the respect, admiration, and high regard of his superiors and his fellow officers, as well as that of the citizens of this community; and

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

Section 1. That the City Commission of the City of DeLand does hereby honor Detective Adam Cosens for his four and a half years of service to the City of DeLand and the DeLand Police Department for the duty, honor, courage, integrity, caring, respect, and loyalty he has devoted to the community.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Detective Adam Cosens.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of December, 2023.

Christopher M. Cloudman
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The City of DeLand is fortunate to have so many dedicated employees who have served the DeLand community for many years. To honor these outstanding employees, the City Commission presents them with a plaque.

10 Years of Service

Kit Dennis, Public Works Department

Tyler Reagon, Utility Billing Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Value Government.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Resolution Approving Surplus of Glock Firearm for Detective Adam Cosens.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Glock Resolution- Ofc. Cosens

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The DeLand Police Department requests the following firearm be declared as surplus: One Glock Model 17, Gen 5, 9mm. This firearm will be presented to Detective Adam Cosens upon his medical retirement as a token of appreciation for his honor and service to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government/Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The cost of this item at the time of purchase was \$500.50.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Det. Adam Cosens.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DECLARING ONE GLOCK FIREARM TO BE SURPLUS;
AUTHORIZING RETIREMENT OF THE FIREARM; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand owns a Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS769; and

WHEREAS, the City Commission of the City of DeLand wishes to retire this weapon; and

WHEREAS, the City Commission of the City of DeLand wishes to present this weapon as a token of appreciation to Detective Adam Cosens for his years of service to the DeLand Police Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
DELAND, FLORIDA AS FOLLOWS:**

Section 1. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS769, is hereby declared surplus and retired.

Section 2. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS769, is hereby presented to Detective Adam Cosens as a token of appreciation for his years of service to the DeLand Police Department.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 18st day of December 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Department Head Memo, Department Head Memo

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The proposed Resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same. Staff has indicated that the property is either obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2023 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

<u>FIRE</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>
<u>DEPT/ASSET NO.</u>	<u>CITY WORKS ID</u>		
122-N/A		Axe Mount	N/A
122-N/A		Halligan Mount	N/A
122-N/A		Ground Monitor with Straightener	N/A
122-N/A		2 Task Force Tips Nozzle	N/A
122-N/A		Gate Valve-Brass	N/A
122-N/A		2 Double Female Adapters-Brass	N/A
122-N/A		2 Double Male Adapters-Brass	N/A
122-N/A	Elkhart Master	Stream Fog Nozzle and Straightener	N/A
122-N/A		2.5" to 3" Adapter	N/A
122-N/A		Akron 1.75 Fog Nozzle	N/A
122-N/A		Hydrant Wrench	N/A
122-N/A		Spanner Wrench Mount	N/A
122-N/A		4" Male to 2.5, Adapter	N/A

<u>CUST SERV.</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>
<u>DEPT/ASSET NO.</u>	<u>CITY WORKS ID</u>		
4209	5431	Letter Opener Ultra Systems Ultra 2000	205OU20250

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



MEMORANDUM

NUMBER: 23-0014
DATE: 11/15/2023
TO: Julia Hewitt, Deputy City Clerk
FROM: Michael Vazquez, Division Chief – Administration
SUBJECT: Surplus of expired equipment, Wildland Gear

The Deland Fire Department would like to donate expired wildland gear to the Mainland Highschool's Fire Service Program.

Contact Information:

Glenn Ingerman, Fire Service Program Instructor
Mainland Highschool
1255 W. International Speedway Boulevard
Daytona Beach, Fl. 32114
(386) 258-4665 Ext. 54245

The following items are recommended for auction and have been placed out of service due to age:

- Axe mount
- Halligan mount
- Ground monitor with straightener
- 2 Task Force Tips nozzle
- Gate valve -brass
- 2 double female adapters -brass
- 2 double male adapters-brass
- Elkhart master stream fog nozzle and straightener

- 2.5" to 3" adapter
- Akron 1.75 fog nozzle
- Hydrant wrench
- Spanner Wrench mount
- 4" male to 2.5: adapter

MEMORANDUM

Date: December 1, 2023
To: Julie Hennessy, City Clerk
From: Brandi Weaver, Customer Service Manager
Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on December 18, if at all possible.

<u>Dept.</u>	<u>Asset #</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Serial #</u>
4209	5431	Letter opener	Ultra Systems	Ultra 2000	205OU20250

Please contact me if you should have any questions.

CC.

Nick Segel, Budget Manager
Julia Hewitt, Deputy City Clerk

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Consideration re Gateway Grant for Property Located at 306 West Wisconsin Avenue.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: GATEWAY GRANT APPLICATION-A, 306 W Wisconsin Additional Request, NORTHWEST SQUARE SIGN CONTRACTOR ESTIMATE-A, NW Square-estimate-00000293, Northwest Square Additional Expenses Not Included in GMP, Northwest Square GMP Budget, Trinity, Trinity back, North West Square PD Agreement Recorded

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The applicant, Jessica Levings, has requested a Gateway Improvement Grant for work involving replacement of an existing building sign and exterior landscaping for the building located at 306 W. Wisconsin Ave. The project, known as Northwest Square, is the redevelopment of a church into a mixed use commercial/residential project in the Core Downtown area. The overall project was approved as a Planned Development by the City Commission on August 15, 2022. The applicant's estimated cost for redeveloping the property is \$4+ million dollars.

Gateway grants are generally capped at \$5,000. However, the following provision allows for the City Commission to award grants greater than \$5,000:

*Matching Grants are available to property owners for improving the appearance of businesses located within DeLand's gateway districts. Eligible projects may receive Grant Awards of up to 50% of total project cost as a reimbursement for expenditures with no single grant exceeding \$5,000. Only one project per premise (defined as a single parcel of property on the Volusia County Property Appraiser's Records) may be submitted. **Upon recommendation by the MainStreet Grant Committee and the City of DeLand Community Development Department, the City Commission may award larger grants for exceptional projects.***

The applicant has requested a grant in the amount of \$13,714.50 (further detailed in an attachment to this RCA).

The MainStreet Grant Committee has recommended that the grant request be approved at an amount of \$13,714.50 as an exceptional project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Generally, Gateway grants are capped at a maximum amount of \$5,000. Ms. Levings is requesting that the City Commission approve a grant in the amount of \$13,714.50 as an exceptional project. The Gateway Grant account has a current balance of \$87,000.

RECOMMENDATION:

Staff recommends approval of the grant at the amount of \$13,714.50 as an exceptional project.

BACKGROUND/DISCUSSION:

Matching Grants are available to property owners that renovate commercial properties in the Gateway Districts in the City of DeLand. This program is designed to offer a onetime award to improve the appearance of gateway properties. A wide variety of projects are eligible to receive matching grant funds. Examples of eligible projects include:

- Exterior building renovation which improves the appearance of the facility;
- Pressure washing or repainting the exterior of discolored buildings;
- Repainting exterior buildings from loud or garish colors to earth tones or pastels;
- Installation of landscape buffers where none exist;
- Installation of tree islands or landscape islands in older non-conforming parking lots;
- Replacement of older non-conforming signs with monument signs and foundation landscaping;
- Other projects as approved by the City Commission.

GATEWAY GRANT APPLICATION 2023 - 2024

Property Address: 300 W Wisconsin Ave, Deland, FL 32720
Project Description: Northwest Square, Adaptive Reuse historic Trinity church
Owner's Name: Jessica Chris Levinger
Owner's Address: 2135 Horton Rd Deland FL 32720
Phone: 386 334 1116
E-Mail Address: northwestsquare@gmail.com
Applicant's Name: Jessica Levinger
Applicant's Address: 2135 Horton Rd Deland FL 32720
Phone: 386 334 1116
E-Mail Address: northwestsquare@gmail.com
Type of Improvement Planned: Signage & Landscaping

Estimated Cost of Project: \$ 0,000,000 Amount Requested \$ 13,714.00

(Maximum grant award of \$5,000; cannot be more than 50% of project cost) Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on building and signs, if applicable.
4. Landscape plans, if applicable.
5. Project budget with at least three (3) contractor estimates.

AGREEMENT

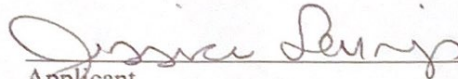
I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the City Commission and comply with the following:

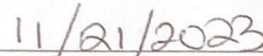
1. Gateway grants apply only to those commercial structures and buildings within the designated gateway areas.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city BEFORE beginning any work. No reimbursements will be made without the proper permits before work begins.
4. Project work must begin within 45 days after the building permit is issued.
5. Monies are for improvements only and will be reimbursed upon completion of work. In-Kind expenses are not reimbursable.
6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

NO PROJECT WORK MAY BEGIN WITHOUT:

1. City Commission approval.
2. Signed Contract Documents.
3. All required development orders and permits.
4. Unapproved deviations from the approved proposal will void funding.

Grantees are responsible for meeting with the City Planning Officials and/or Building Officials prior to grant application to find out the legal needs, permits, etc. Grantee must comply with all relevant requirements. Grantee is responsible for making certain that their contractors have pulled the proper permits.


Applicant


Date

Rick Werbiskis

From: Nick Conte
Sent: Monday, November 27, 2023 3:16 PM
To: Rick Werbiskis
Subject: FW: Gateway grant application Northwest Square
Attachments: Picture of Trinity sign.jpg; Trinity back.jpg; Trinity.png; NORTHWEST SQUARE SIGN CONTRACTOR ESTIMATE.pdf; NORTHWEST SQUARE MONUMENT SIGN ALTERATION.pdf; Northwest Square Additional Expenses Not Included in GMP.pdf; estimate-00000293.pdf; Northwest Square GMP Budget.pdf; GATEWAY GRANT APPLICATION.pdf

Gateway grant *attachments

From: chris levings <northwestsquare@gmail.com>
Sent: Monday, November 27, 2023 9:13 AM
To: Nick Conte <conten@deland.org>
Subject: Gateway grant application Northwest Square

Good morning,

I have attached the Gateway Grant application for the sign and landscaping at Northwest Square. Also attached are the contractor estimates for the sign and landscaping, pictures of the current sign and landscaping, and budget estimates for the overall project cost to complete Northwest Square. Per our previous conversations, I would like to note we are aware that eligible awards of up to 50% of the total project cost with no single grant exceeding \$5,000 are available. The estimated cost for the sign and landscaping is \$27,429 and we would like to ask for half of the application amount (\$13,714.50) since the application states *"Upon recommendation by the Mainstreet Grant Committee and the City of DeLand Community Development Department, the City Commission may award larger grants for exceptional projects."* We feel Northwest Square is the epitome of an exceptional project, since we are renovating a beloved structure on the National Register of Historic Places, and turning a non-revenue producing structure into a revenue producing business that will bring money, tourism, and jobs to the downtown DeLand area. We are investing almost \$6 million into the adaptive reuse of this building (please see GMP budget and Northwest Square additional expenses attachments for details) so every little bit of a Gateway Grant will help us bring Northwest Square to DeLand and its visitors. The amount we are asking for is only 0.22% of what we're investing and thousands of dollars less than what we will pay in property taxes for 2023.

Please let me know if you have any questions.

Thank you very much,

Jessica Levings

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Verification: This message sent from conten@deland.org



1380 SARATOGA STREET
DELAND, FLORIDA 32724
PH: 386-736-8769

jodie@morrisignco.com
gary@morrisignco.com

ESTIMATE

Date	Estimate #
11/2/2023	6544

NORTHWEST SQUARE
306 WISCONSIN AVE.
DELAND, FL

Description	Rate	Total
(1) SINGLE FACE UL LISTED ELECTRIC SIGN, INSTALLED INTO EXISTING BRICK MONUMENT. PLEASE SEE LAYOUT FOR SPECIFICATIONS. REMOVE AND DISPOSE OF EXISTING SIGN. MORRIS SIGN COMPANY WILL SECURE ENGINEERING AND PERMIT. PRICE INCLUDES ENGINEERING AND PERMIT FEES. **NOTE** - ADEQUATE POWER LOOKS TO BE IN PLACE ON SITE AND IS THE RESPONSIBILITY OF THE CUSTOMER. TERMS: 50% DEPOSIT. BALANCE DUE UPON COMPLETION OF WORK. TIME FRAME: APPROXIMATELY 6 - 8 WEEKS FROM ISSUE OF PERMIT. PLEASE ADD 4% FOR CREDIT CARD PAYMENT	7,854.00	7,854.00
		\$7,854.00

Terms of contract agreement: Fifty percent of full cost to be paid prior to commencement of work. Payment in full shall be made to the Seller by the Buyer upon completion of the work, Unless otherwise set Forth on the face of this contract. All time clocks, disconnect switches, primary wiring and circuit panels to be furnished by the Buyer. Adequate electric service to be run to the location of the sign by Buyer Unless otherwise specified in this contract. Electrical connection will be made at time of installation If adequate power is available within a five feet radius of the sign site. In the event of collection, Buyer agrees To pay any legal, court or other costs incurred by Morris Sign Company. All appeals shall be paid by the Buyer Whether any legal action is taken or not taken. Venue shall be in Volusia County, Florida.

Express Warranty: The Seller warrants the sign to be free from defects in workmanship And materials for a period of two years from date of completion of work called for hereunder. Seller makes no warranty with respect to parts, accessories not manufactured by the Seller. Including Lamps, flashers, poles, transformers, ballasts and controllers. Respective manufacturer's Warranty, if any shall apply on these items. Labor for the replacement of these items is a service charge and shall be paid for by the Buyer. This warranty shall not include any damage or loss by an Act of God, fire , windstorm or any other cause whatsoever beyond Sellers control. With the exception of this written warranty, the Seller makes no other express warranties or implied warranties which extend beyond the description contained herein.

CLIENT ACCEPTANCE	MORRIS SIGN COMPANY
BY _____ TITLE _____	BY <i>Gary Morris</i> TITLE <i>President</i>
DATE _____ 2023	DATE _____ 2023

Fresh Start Outdoors LLC
3868735393
741 N Summit Ave.
Lake Helen, FL 32744

Prepared For
Northwest Square
306 W. Wisconsin Ave
Deland, FL 32720

Estimate Date
11/20/2023

Estimate Number
00000293

Description	Rate	Qty	Line Total
St. Augustine Sod Delivered and installed, includes ground prep. (400sqft pallets)	\$530.00	5	\$2,650.00
3 tiered brick planter walls with foundation 360 linear feet of brick, poured concrete foundation	\$18.00	360	\$6,480.00
15 gallon trees Customer choice readily available varieties. Delivered and installed.	\$175.00	20	\$3,500.00
3 gallon shrubs Customer choice readily available varieties. Delivered and installed.	\$40.00	60	\$2,400.00
1 gallon groundcover or perennials Customer choice readily available varieties. Delivered and installed.	\$14.00	80	\$1,120.00
Mulch or Pine bark for planters 25 cubic yards. Delivered and Spread.	\$85.00	25	\$2,125.00
Pruning and shaping of all existing hedges and trees. Includes waste removal.	\$1,300.00	1	\$1,300.00
Subtotal			19,575.00
Tax			0.00
Estimate Total (USD)			\$19,575.00

Notes

* Price includes all labor and materials *

Terms

Quote is valid for 30 days

Northwest Square Additional Expenses Not Included in GMP. Northwest Square Owners
Covering Cost of Below Expenses Outside of the Construction Loan.

Item	Cost	Description
Building acquisition	\$950,000	Cost to purchase the building
Architectural Design and As-Builts	\$130,000	Architect design and construction management
Civil engineering	\$10,000	Site plan
Mechanical engineering during construction phase	\$14,000	Design for HVAC and other systems
Marketing	\$25,000	
Additional cost to level sanctuary floor	\$20,000	Materials and labor exceeding cost in GMP
Builders Risk Insurance	\$65,000	18 months of builders risk insurance before the building opens
Utilities (annual during construction)	\$26,000	Water, sewer, power, internet
Parking	\$30,000	Seal coat and restripe parking lot and pave one space on the northwest lot for handicap accessibility.
Landscaping	\$15,000	Re-landscape exterior
City of DeLand Permit and Impact Fees above GMP	\$80,000	Impact fees for addition of water and sewer fixtures
Survey	\$3,000	Site survey
Security	\$72,000	Security for the building including cameras and automatic door locking when building closes.
Kitchen	\$50,000	Replacement of kitchen appliances in commercial kitchen
Exterior cleaning	\$10,000	Pressure washing the building
Interior final clean	\$20,000	Cleaning the interior of the

		property after construction and before opening.
Exterior Paint	\$10,000	Paint the exterior trim.
Roof	\$140,000	Re-roof the building
Elevator repair	\$65,000	Repair elevator that services the sanctuary
Property Tax	\$17,000	
Furniture, fixtures and equipment	\$83,000	A/V equipment for meetings and furniture for event spaces
Fence	\$4800	Replace chain link fence in outdoor area with new, wood fence
Fellowship hall bathrooms	\$35,000	Renovate bathrooms near fellowship hall.
Interior Paint	\$10,000	Painting fellowship hall, chapel, and sanctuary non-included in GMP scope
Casual Seating Area	\$20,000	Adaptive reuse of playground into outdoor seating area
Dump and dumpster fees	\$2,500	On-site dumpsters for debris
Day labor	\$30,000	On-site workers to cover day work not included in GMP
Site manager/superintendent from purchase to opening	\$150,000	On-site construction manager
Attorney fees	\$30,000	Land use attorney for re-zoning and employment attorney to review lease structures
Accounting fees	\$25,000	Accounting for monies spent
Signage	\$7,500	Update Trinity sign for Northwest Square
Total	\$2,140,800	

Central Florida Building & Inspections, LLC. - GMP WORKSHEET - BUDGET ONLY												
PROJECT: Northwest Square - 306 W. Wisconsin Ave.												
Date:	3/21/2023											
	=====											=====
	=====											=
PHASE	DESCRIPTION OF WORK	TOTAL		SUB	SUB-	MAT'L	MATERIAL	LAB'R	LABOR	LINE	DIVISION	
		QUANTITY		U.P	CONTRACT	U.P.	COST	U.P.	COST	TOTAL	TOTAL	
	=====											=====
	=====											=
1.00	Building Permit - City of Deland	1	LS	25000	\$25,000	0	\$0.00	0	\$0.00	\$25,000		
2.00	Temp Toilet (1)	12	MTH	130	\$1,560	0	\$0.00	0	\$0.00	\$1,560		
3.00	Project Expendables (NOC, Record, Prints)	1	LS	250	\$250	0	\$0.00	0	\$0.00	\$250		
4.00	Dumpsters (General)	25	EAS	375	\$9,375	0	\$0.00	0	\$0.00	\$9,375		
5.00	Builders Risk Insurance - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
N/A	Temp Water - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
N/A	Temp Electric - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
6.00	Surveying / As-Builts - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
7.00	Testing - (If required) - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
N/A	IMPACT FEES - BY OWNER	0	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
N/A	CONSTRUCTION COSTS	0	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
7.50	Civil / Sitework / Fire Line - Brockman	1	LS	94522	\$94,522	0	\$0.00	0	\$0.00	\$223,117		
7.75	Parking / Site Signage Etc - TBD	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
8.00	Landscaping / Tree Removal - BY OWNER	1	LS	0	\$0	0	\$0.00	0	\$0.00	\$0		
9.00	Demolition - Labor Only	1400	HR S	40	\$56,000	0	\$0.00	0	\$0.00	\$56,000	5 Men @ 6 Weeks	

9.50	Demolition - Dumpsters Only		20 EA	375	\$7,500	0	\$0.00	0	\$0.00	\$7,500		
10.00	Concrete - New ADA Ramp incl Foundation		1 LS	8500	\$8,500	0	\$0.00	0	\$0.00	\$8,500		
10.25	Masonry Wall - Infill		1 LS	10000	\$10,000	0	\$0.00	0	\$0.00	\$10,000		
11.00	Fire Rated Drywall / Fire Stopping		1 LS	150000	\$150,000	0	\$0.00	0	\$0.00	\$150,000		
12.00	Interior Door Trims / Casings - TBD	1	L S	10000	\$10,000	0	\$0.00	0	\$0.00	\$10,000		
13.00	Fire Rated Doors / Hardware - PER PLANS	1	L S	116825	\$116,825	0	\$0.00	0	\$0.00	\$116,825		
14.00	Fire Rated Windows - TBD	1	L S	15000	\$15,000	0	\$0.00	0	\$0.00	\$15,000		
15.00	Gang Restrooms - Partitions	1	L S	11634	\$11,634	0	\$0.00	0	\$0.00	\$11,634		
16.00	Toilet Accessories / Mirrors / Dispensers	1	L S	18756	\$18,756	0	\$0.00	0	\$0.00	\$18,756		
17.00	New Bifold Doors / Hardware - TBD	1	L S	25000	\$25,000	0	\$0.00	0	\$0.00	\$25,000		
18.00	Metal Handrails - Ramp & Building	1	L S	12500	\$12,500	0	\$0.00	0	\$0.00	\$12,500		
19.00	Roofing - NOT INCLUDED	1	L S	0	\$0	0	\$0.00	0	\$0.00	\$0		
20.00	Flooring - Labor Only	13709	S F	2.25	\$30,845	0	\$0.00	0	\$0.00	\$30,845	Need to discuss UL L521	
21.00	Flooring - Material Only @ \$5.00/sf	13709	S F	5	\$68,545	0	\$0.00	0	\$0.00	\$68,545	Need to discuss UL L521	
22.00	Tile - Apartments - Labor Only	1	L S	50625	\$50,625	0	\$0.00	0	\$0.00	\$50,625		
23.00	Tile - Material Only	1	L S	25000	\$25,000	0	\$0.00	0	\$0.00	\$25,000		
24.00	Tile - Gang Restrooms - Labor	1	L S	12600	\$12,600	0	\$0.00	0	\$0.00	\$12,600		
25.00	Tile - Gang Restrooms - Material	700	S F	5	\$3,500	0	\$0.00	0	\$0.00	\$3,500		
26.00	Painting - ALL Interior & Dryfall		1 LS	81362	\$81,362	0	\$0.00	0	\$0.00	\$81,362		
27.00	Fire Suppression - Delta		1 LS	279000	\$279,000	0	\$0.00	0	\$0.00	\$279,000		
28.00	HVAC - Ga-Ter Air		1 LS	525000	\$525,000	0	\$0.00	0	\$0.00	\$525,000		
29.00	Plumbing - RJ Carter		1 LS	369155	\$369,155	0	\$0.00	0	\$0.00	\$369,155		
30.00	Electrical - RAR Electric		1 LS	798000	\$798,000	0	\$0.00	0	\$0.00	\$798,000		

31.0 0	Fire Alarm - SmartWatch		1 LS	75750	\$75,750	0	\$0.00	0	\$0.00	\$75,750		
32.0 0	Cabinets		1 LS	72105	\$72,105	0	\$0.00	0	\$0.00	\$72,105		
31.0 0	Laminate Countertops		1 LS	9975	\$9,975	0	\$0.00	0	\$0.00	\$9,975		
32.0 0	Raiser Sanctuary Floor - Mat & Labor		1 LS	30000	\$30,000	0	\$0.00	0	\$0.00	\$30,000		
33.0 0	Sanctuary Flooring - Laminate - L&M	2,206 SF		7.5	\$16,545	0	\$0.00	0	\$0.00	\$16,545		
34.0 0	Final Cleaning - BY OWNER	1	L S	0	\$0	0	\$0.00	0	\$0.00	\$0		
==== =	=====						==== =		==== =		===== =	===== =
010 0	SUB-TOTAL				\$3,020,429		\$0		\$0	\$3,114,951	\$3,114,951	
==== =	=====						==== =		==== =		===== =	===== =
	ESTIMATE SUB-TOTALS				\$0		\$0		\$0		\$3,114,951	
	TAX SALES	6	PERCENT				\$0					
	LABOR BURDEN	42	PERCENT						\$0			
					==== =		==== =		==== =		===== =	===== =
	ESTIMATE TOTALS				\$0		\$0		\$0		\$3,114,951	
									SUB TOTAL		\$3,114,951	
									==== =		===== =	
									SUB TOTAL		\$3,114,951	
									OVERHEAD	10%	\$311,495	

								==== =		===== =	
								SUB TOTAL		\$3,426,446	
								FEE	5%	\$171,322	
						GRAND TOTAL				\$3,597,768	





ORDINANCE NO. 2022 - 15

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1B, SINGLE FAMILY TO CITY'S PLANNED DEVELOPMENT, NORTH WEST SQUARE PD, ON PROPERTY LOCATED AT 306 WEST WISCONSIN AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 1.45 +/- ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watt, Esq., (hereinafter referred to as "Applicant"), on behalf of the owner, Trinity Methodist Church, owns approximately 1.45 +/- acres of land located at 306 West Wisconsin Avenue, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from R-1B, Single Family, to North West Square PD, Planned Development; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Mixed Commercial future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from R1-B, Single Family to North West Square Planned Development (PD), on property located at 306 West Wisconsin Avenue, consisting of approximately 1.45 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as North West Square PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for North West Square, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said

permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

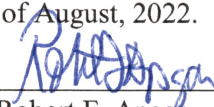
Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

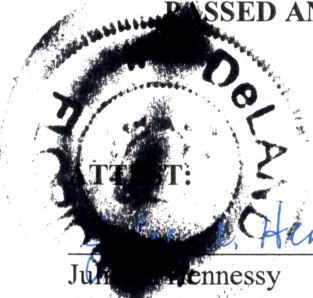
Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 15th day of August, 2022.



Robert F. Apgar
Mayor - Commissioner

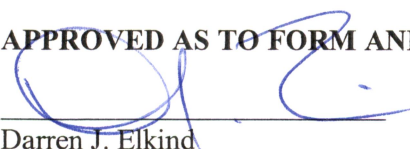


Julie Hennessy 2.20.2023
City Clerk - Auditor

Passed on first reading: June 20, 2022

Adopted on second reading: August 15, 2022

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

EXHIBIT "A"
Legal Description

**E 227.5 FT OF LOT A & E, 227.5 FT OF N 57 FT & S 75 FT OF LOT 8 BLK 7 RICHES
ADD DELAND**

1.45 ACRES, MORE OR LESS

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case #Z22-__ Application of

NORTHWESTSQUARE LLC

ORDINANCE # 15

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM R-1B TO

NORTH WEST SQUARE PD

The application of Northwestsquare LLC hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on Aug. 15, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on May 18, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Northwestsquare LLC was duly and properly filed herein on March 21, 2022 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

1 C. That the applicant is the owner of a +/- 1.46 acre parcel of land which is
2 situated in DeLand, Florida. This parcel of land is described more particularly in the
3 survey and legal description, a true copy of which is attached hereto as Exhibit "A".
4

5 D. That the Applicant has complied with the concept plan provision as required
6 by Land Development Regulations Ordinance No. 2013-11, as amended.
7

8 E. That the Applicant has complied with the "Due Public Notice" requirements
9 of the City Commission, Land Development Regulations Ordinance No. 2013-11, as
10 amended.
11

12 FINDINGS REGARDING REZONING
13

14 A. That the Applicant has applied for a change of zoning from the present
15 zoning classification(s) of the parcel described in Exhibit "A" from R-1B to North West
16 Square PD.
17

18 B. That the said rezoning to North West Square PD is consistent with both the
19 City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent
20 and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-
21 11, as amended, and does promote the public health, safety, morals, general welfare and
22 orderly growth of the area affected by the rezoning request.
23

24 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF

1 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
2 COMMISSION CHAMBERS, 120 SOUTH FLORIDA, DELAND, FLORIDA, THIS
3 15th DAY OF August, A.D., 2022, AS FOLLOWS:

4
5 A. That the Application of Northwestsquare LLC for the rezoning of the subject
6 parcel is hereby granted.

7
8 B. That the zoning classification of the subject parcel described in Exhibit "A"
9 attached hereto is hereby amended from R-1B to North West Square PD as described in
10 Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11,
11 as amended.

12
13 C. That the Official Zoning Map of the City of DeLand is hereby amended to
14 show the rezoning of said parcel to North West Square PD.

15
16 D. That the City of DeLand Land Development Regulations Ordinance No.
17 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
18 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
19 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
20 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance
21 No. 2013-11, as amended, shall govern with respect to any matter not covered by the
22 "Development Agreement." The City of DeLand will ensure overall compliance with this
23 Ordinance.

1 E. Unless otherwise provided for herein, the C-1 limited neighborhood
2 commercial zoning district of the City of DeLand Land Development Regulations
3 Ordinance No. 2013-11, as amended, shall apply to the PD.
4

5 F. Nothing in this Ordinance shall abridge the requirements of any City of
6 DeLand Ordinance other than Ordinance No. 2013-11, as amended. Timing and review
7 procedures contained in this Order and Resolution may be modified to comply with the
8 City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
9 Further, nothing in the Development Agreement is intended to abridge the requirements
10 of Ordinance No. 2013-11, as amended, and any other City Ordinances.
11
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24

DEVELOPMENT AGREEMENT

A. Development Concept. The property +/- 1.46-acre property (the "Property") shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

1. Planned Development Plan The Planned Development Plan shall consist of the Development Plan Map prepared by KMA Design Group, LLC dated May 31, 2022 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel.

3. Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a final site plan shall be prepared and submitted for review and approval in the manner required by Article XII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 B. Unified Ownership. The Applicant or his successors shall maintain unified
2 ownership of the subject parcel except that all or a portion of the Property may be put into
3 condominium ownership.

4
5 C. Phases of Development. This is an existing building that is being
6 redeveloped and phasing is therefore not an issue.

7
8 D. Land Uses Within the PD. The development of the parcel shall be
9 consistent with the uses prescribed for each area within the proposed North West Square
10 PD. The location and size of said land use areas are shown on the Development Plan
11 Map, Exhibit "B". The hours of operation for the non-residential portion of the project shall
12 be Monday through Sunday, 7:00AM to 11:00PM.

13
14 Permitted Uses:

15 Bakery, pastry, gourmet, coffee and specialty beverage shops (retail).

16 Bed and breakfast homestay.

17 Churches, houses of worship, and religious institutions, with their customary
18 accessory educational and recreational uses and buildings.

19 Day care facilities.

20 Family day care home.

21 General/Professional Offices.

22 Grocery.

23 Mini and neighborhood parks.

24 Multiple-family dwellings.

1 Music, dance, gymnasium, art school or studio, excluding discotheques.

2 Restaurants, except fast food and/or drive through facilities.

3 Restaurants and establishments serving alcohol requiring a DBPR 2COP or SRX
4 license.

5 Special events may include alcohol with a licensed caterer requiring a 3PS or
6 4COP license.

7 Retail sales, including merchandising barns.

8 Theatres and assembly halls.

9
10 E Development Standards for Residential.

11 1. Minimum Floor Area:

12 Efficiency (no separate bedroom)	275 square feet
13 One bedroom	525 square feet
14 Two + bedroom	725 square feet
15	plus 150 square
16	feet for each
17	additional bedroom

18
19 2. Minimum yard size (building): As existing on date
20 of this Agreement.

21 3. Maximum building height: 65 ft.

22 4. Maximum Dwelling Units: 15 within existing
23 building

24 5. Maximum Impervious surface: 60%

25 6. Off-street parking requirements: The Property shall consist of a
26 minimum of 40 parking spaces and an additional 4 handicap spaces.

27 7. Signage requirements: Signage provided per the Land Development
28 Regulations.

29 8. Landscape buffer requirements: As existing on the Property as of the

1 date of this Agreement.

2
3 Development Standards for Non-Residential.

4 1. Minimum lot area: 1,000 sq. ft.

5 2. Minimum yard size (building): As is existing on the date of
6 this Agreement.

7 3. Maximum building height: 65 ft.

8 4. Off-street parking requirements: The Property shall consist of a
9 minimum of 40 parking spaces and an additional 4 handicap spaces.
10 Large events may require shuttles or other modes of transportation
11 to and from remote parking lots to provide for additional parking.

12 5. Landscape buffer requirements: As is existing on the Property on the
13 date of this Agreement.

14 6. Maintenance of Building Exterior: The existing exterior of the
15 building shall be preserved to the extent practicable.
16

17 F. Environmental Considerations. The development shall comply with the
18 requirements for preservation of environmental resources as set forth in the Land
19 Development Regulations Ordinance No. 2013-11, as amended unless specifically stated
20 herein.
21

22 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
23 potable water needs of the North West Square PD will be provided in accordance with
24 the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development
25 Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative
26 Code 64E-6.
27

28 H. Stormwater Drainage. Provision for stormwater retention shall be in

1 accordance with the Land Development Regulations Ordinance No. 2013-11, as
2 amended.

3
4 I. Access and Transportation System Improvements. All access and
5 transportation system improvements shall be provided in accordance with the Land
6 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
7 developed in substantial accordance with the following access and transportation system
8 improvements:

9 1. Access. Access to the site will be from Clara Avenue. A secondary
10 and emergency access point will be from the Property to Wisconsin Avenue. The
11 Development Plan indicates the anticipated connection locations; however, the final
12 locations may vary due to final engineering design and permitting considerations.

13 2. Transportation System Improvements. Transportation system
14 improvements will be provided as required by permitting agencies.

15
16 J. Reverter Provision: If a final site plan is not issued and a certificate of
17 completion for all improvements required thereby issued within five (5) years of the date
18 of this Development Agreement, then this Agreement shall automatically terminate and
19 be of no further force or effect.

20
21 K. Binding Effect of Plans; Recording; and Effective Date. The Planned
22 Development Plan, including any and all amendments shall bind and inure to the benefit
23 of the Applicant and his successor in title or interest. The North West Square PD zoning,
24 provisions of the "Development Agreement," and all approved plans shall run with the

1 land and shall be administered in a manner consistent with Article 12 of the City of DeLand
2 Land Development Regulations Ordinance No. 2013-11, as amended.

3
4 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
5 Court and recorded within forty-five (45) days following execution of the document by the
6 City Commission, in the Official Records of Volusia County, Florida. One copy of the
7 document, bearing the book and page number of the Official Record in which the
8 document was recorded, shall be submitted to the Planning Department for placement in
9 the public file. The date of recording of this document shall constitute the effective date
10 of the North West Square PD or its subsequent amendments. The applicant shall pay all
11 filing costs for recording documents.

1 DONE and ORDERED by the City Commission, City of DeLand, Florida,
2 this 20th day of February (mo/yr). 2023
3
4

5 ATTEST:

City Commission of DeLand Florida

6
7 Michael Pleus
8 Michael Pleus
9 City Manager
10

Chris Cloudman
Chris Cloudman
Mayor
11

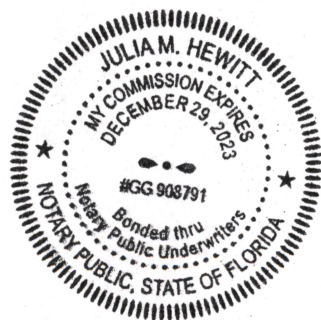
12 ATTEST:

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor
13
14
15

STATE OF FLORIDA

CITY OF DELAND

16 The foregoing instrument was acknowledged before me by means of ☒
17 physical presence or ☐ online notarization this 20th day of
18 February (mo/yr), by Michael Pleus and Chris Cloudman, as City
19 Manager and Mayor, City of DeLand, respectively, on behalf of the City of
20 DeLand, and who are personally known to me.
21



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julia M. Hewitt

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

2 *Darlene Feliciano*

3 Darlene Feliciano

4 *Regina R. Epple*

5 REGINA R. EPPLE

6 *Christopher Robert Levings*

7 Christopher Robert Levings

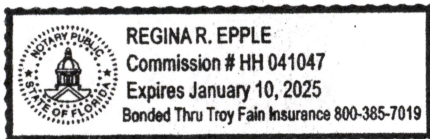
8 *Jessica Levings*

9 Jessica Levings

10 STATE OF FLORIDA

11 CITY OF DELAND

12 The foregoing instrument was acknowledged before me by means of ☒ physical
13 presence or ☐ online notarization this 15TH day of FEBRUARY 2023
14 (mo/yr), by Christopher Robert Levings and Jessica Levings, , who are personally
15 known to me or who have produced _____ and
16 _____ as identification.



Regina R. Epple

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

REGINA R. EPPLE

Commission No.: _____

My Commission Expires: _____

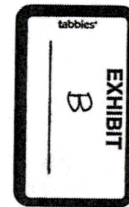
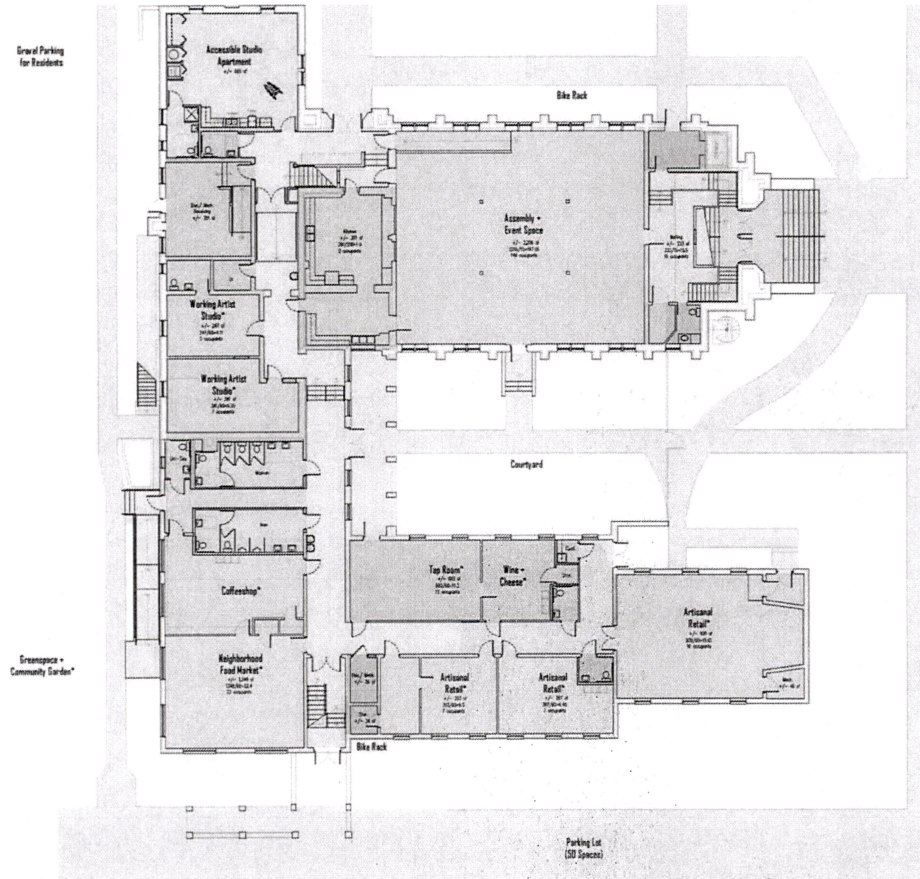
EXHIBIT "A"
Legal Description

E 227.5 FT OF LOT A & E, 227.5 FT OF N 57 FT & S 75 FT OF LOT 8 BLK 7 RICHES
ADD DELAND

1.45 ACRES, MORE OR LESS

1
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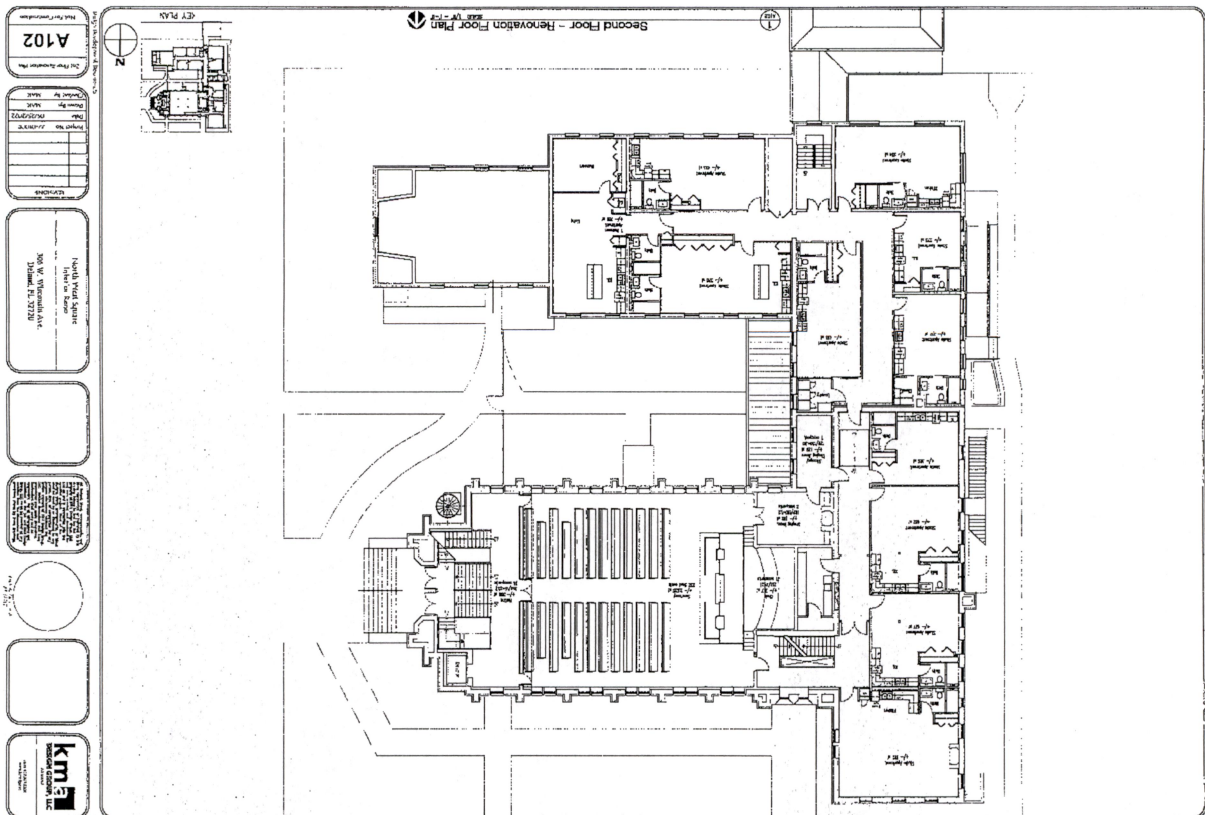
EXHIBIT "B" DEVELOPMENT PLAN



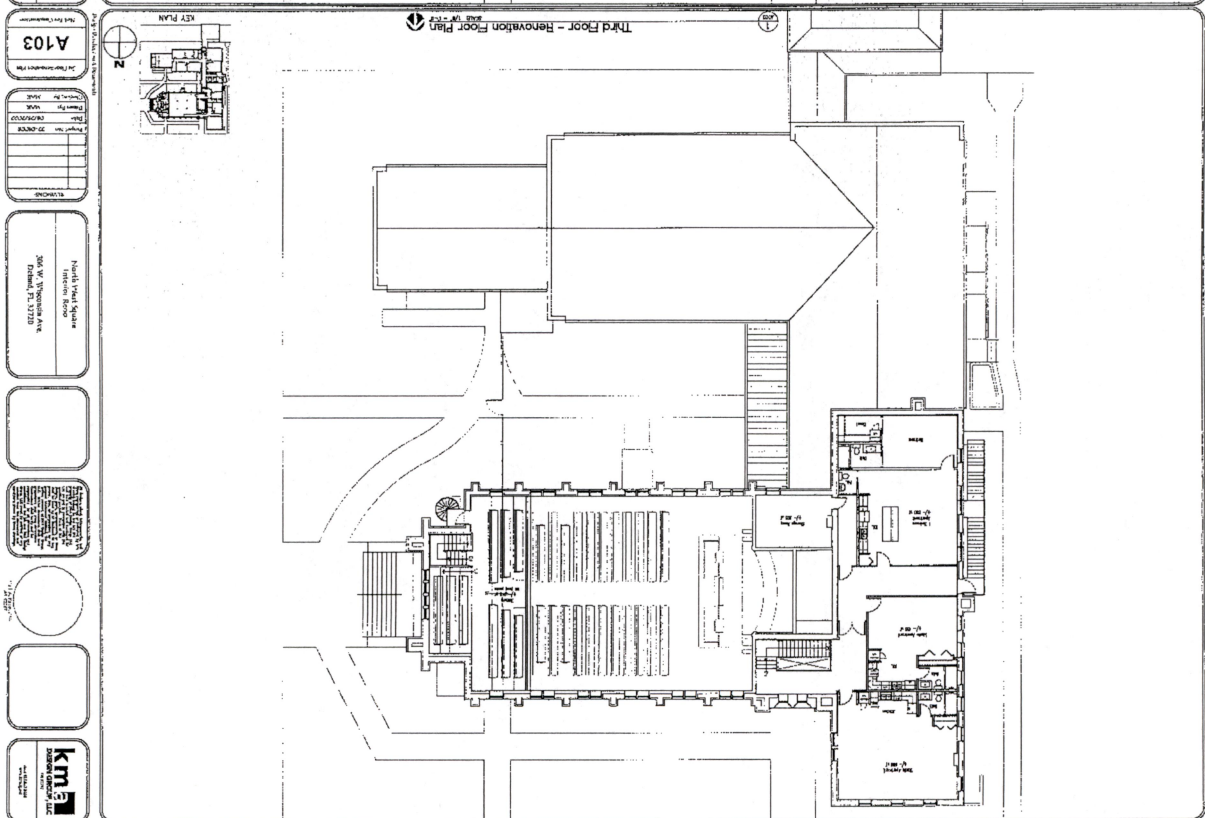
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* or other permitted uses

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CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Resolution Approving Carryforward for FY 2023-2024 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY23-24 Budget Amendment Details - Carryover

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and represent projects carried over from FY 22/23 to the adopted FY 23/24 Budget.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the FY 23/24 Budget to reflect recommended changes with the impact to each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund \$350,000
Water & Sewer Fund \$350,000
Airport Fund \$0
Stormwater Fund \$0
Permits & Inspections Fund \$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 23/24 Budget as presented.

BACKGROUND/DISCUSSION:

This is the carryover budget amendment needed to update the FY 23/24 Budget for items carried over from FY 22/23.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, WASTEWATER TRUST FUND, AIRPORT FUND, STORMWATER FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2023-2024; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

Section 1. The budget of the City of DeLand for fiscal year 2023-2024 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		44,992,298	5,162,309	0	50,154,607
	Other Sources				
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	3,633,450	0	3,633,450
001-0000-380-203	FUNDS C/O - ARPA FUNDS	0	1,528,859	0	1,528,859
EXPENDITURES		44,992,298	5,162,309	0	50,154,607
	City Clerk				
001-0102-547-100	PRINTING & BINDING	27,500	17,000	0	44,500
	Finance				
001-0103-531-100	PROFESSIONAL SERVICES	3,925	62,360	0	66,285
	Administrative Services				
001-0106-546-300	A/C MAINTENANCE	11,373	53,950	0	65,323
001-0106-544-100	RENTALS & LEASES	3,345	8,387	0	11,732
	Information Services				
001-0110-531-100	PROFESSIONAL SERVICES	131,470	66,155	0	197,625
001-0110-546-400	EQUIPMENT MAINTENANCE	982,475	11,529	0	994,004
001-0110-552-200	OPERATING CAPITAL	437,950	5,470	0	443,420
	Community Development				
001-1117-882-200	BUSINESS IMPROVEMENT GRANTS	0	87,000	0	87,000
	Planning				
001-1118-531-100	PROFESSIONAL SERVICES	61,000	36,329	0	97,329
	Fire				
001-1222-552-200	OPERATING CAPITAL	112,254	36,878	0	149,132
	Police				
001-1226-546-400	EQUIPMENT MAINTENANCE	97,953	33,867	0	131,820
001-1226-552-000	HARDWARE/SOFTWARE	73,151	2,000	0	75,151
001-1226-552-100	OPERATING SUPPLIES	124,924	12,269	0	137,193
001-1226-552-200	OPERATING CAPITAL	199,760	27,568	0	227,328
	Public Works Admin				
001-1301-555-100	TRAINING	16,650	5,900	0	22,550

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
	Parks & Rec Admin				
001-1401-531-100	PROFESSIONAL SERVICES	0	6,590	0	6,590
001-1401-552-000	HARDWARE/SOFTWARE	0	4,000	0	4,000
	Parks				
001-1403-552-200	OPERATING CAPITAL	24,399	74,189	0	98,588
	Stadium				
001-1408-552-200	OPERATING CAPITAL	5,000	3,000	0	8,000
	Sperling Sports				
001-1411-552-200	OPERATING CAPITAL	3,200	6,990	0	10,190
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	0	782,641	0	782,641
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,144,835	3,818,237	0	5,963,072

GIFT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,396,132	413,064	0	1,809,196
	Other Sources				
170-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	413,064	0	413,064
EXPENDITURES		1,396,132	413,064	0	1,809,196
	Parks				
170-1403-663-000-PR2216	ECHO - ALABAMA GREENWAY TRAIL DESIGN	0	20,149	0	20,149
	Transfers				
170-9999-991-190	TRANSFER TO GRANTS & SPEC REV	0	392,915	0	392,915

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		410,028	6,101,520	0	6,511,548
	Grant Revenue				
190-0000-331-200-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	0	17,479	0	17,479
190-0000-331-500-PR2302	CDBG 2023 - CHISHOLM MARQUEE BOARD	0	17,000	0	17,000
190-0000-331-500-PW2101	CDBG 2021 - ROW ADA IMPROV	0	71,061	0	71,061
190-0000-331-500-PW2201	CDBG 2022 - ROW ADA IMPROV	0	60,424	0	60,424
190-0000-331-500-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	0	161,213	0	161,213
190-0000-337-700-PR2301	ECHO - ALABAMA GREENWAY TRAIL	0	1,500,000	0	1,500,000
190-0000-389-230	FL DOH GRANT REVENUE	0	33,505	0	33,505
	Other Sources				
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	292,968	0	292,968
190-0000-380-201	FUNDS C/O FROM PRIOR YEAR - TREE RESERVES	0	179,844	0	179,844
190-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVES	0	2,092,470	0	2,092,470
190-0000-384-000	DEBT PROCEEDS	0	500,000	0	500,000

GRANT & SPECIAL REVENUE FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
Other Sources					
190-9999-381-001	TRANSFER FROM GENERAL FUND	0	694,738	0	694,738
190-9999-381-001-PR2201	MELCHING FIELD RENOVATION & EXPANSION	0	87,903	0	87,903
190-9999-381-170-PR2301	ECHO - ALABAMA GREENWAY TRAIL	0	392,915	0	392,915
EXPENDITURES		410,028	6,101,520	0	6,511,548
Fire					
190-1222-552-200	OPERATING CAPITAL	0	44,673	0	44,673
Police					
190-1226-664-000-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	0	17,479	0	17,479
Streets					
190-1302-553-100	ROAD MATERIALS & SUPPLIES	300,004	2,766,516	0	3,066,520
190-1302-663-000-PW2101	CDBG 2021 - ROW ADA IMPROV	0	75,798	0	75,798
190-1302-663-000-PW2201	CDBG 2022 - ROW ADA IMPROV	0	60,424	0	60,424
190-1302-663-000-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	0	161,213	0	161,213
190-1303-664-000-PW2214	SCAG ZTURN 48' REPLACE 133-MO-27	0	9,038	0	9,038
190-1303-664-000-PW2302	ELECTRIC F150 FOR NURSERY	0	48,462	0	48,462
190-1303-664-000-PW2303	NEW SOLAR CHARGING STATION FOR NURSERY	0	95,518	0	95,518
Parks					
190-1403-531-100	PROFESSIONAL SERVICES	0	26,826	0	26,826
190-1403-663-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION	0	87,903	0	87,903
190-1403-663-000-PR2301	ECHO - ALABAMA GREENWAY TRAIL	0	2,687,670	0	2,687,670
190-1403-664-000-PR2302	CDBG 2023 - CHISHOLM MARQUEE BOARD	0	20,000	0	20,000

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		2,799,833	8,760,949	0	11,560,782
Other Sources					
300-0000-380-000	USE OF RESERVES	0	748,349	0	748,349
300-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVES	0	1,000,000	0	1,000,000
300-0000-384-000	DEBT PROCEEDS	0	3,000,000	0	3,000,000
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,144,835	3,818,237	0	5,963,072
300-9999-381-160	TRANSFER FROM SH CRA FUND	10,425	12,934	0	23,359
300-9999-381-401	TRANSFER FROM W&S FUND	52,939	107,612	0	160,551
300-9999-381-430	TRANSFER FROM AIRPORT FUND	8,345	14,067	0	22,412
300-9999-381-450	TRANSFER FROM STORMWATER FUND	7,057	14,067	0	21,124
300-9999-381-480	TRANSFER FROM P&I FUND	15,741	45,683	0	61,424
EXPENDITURES		2,799,833	8,760,949	0	11,560,782
Administrative Services					
300-0106-664-000-AD2301	CITY HALL CHRISTMAS TREE REPLACEMENT	6,500	6,500	0	13,000
300-0106-664-000-AD2302	GENERATOR FOR CITY HALL	0	291,000	0	291,000

CAPITAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
Information Technology					
300-0110-663-000-IT1902	REPLACE ERP SYSTEM	0	76,513	0	76,513
300-0110-663-000-IT1905	RECORD MGMT PLAN SERVICES	0	36,750	0	36,750
300-0110-663-000-IT2007	PANASONIC ARBITRATOR SYSTEM	0	19,900	0	19,900
300-0110-663-000-IT2208	LASERFICHE PROFESSIONAL AND WORKFLOW	0	15,093	0	15,093
300-0110-663-000-IT2303	IT NETWORK SWITCHES	0	10,803	0	10,803
300-0110-663-000-IT2305	IT OVERHEAD FIBER	0	103,000	0	103,000
300-0110-663-000-IT2306	POLICE IN-SYNC SOFTWARE	0	6,700	0	6,700
300-0110-664-000-IT1806	SANBORN CENTER AVI	0	11,111	0	11,111
300-0110-664-000-IT2211	COPIER FOR PUBLIC SERVICES	0	14,154	0	14,154
300-0110-664-000-IT2212	LARGE FORMAT PLOTTER	0	5,000	0	5,000
Fire					
300-1222-662-000-FR2301	FIRE STATION 82/83 IMPROVEMENTS	0	67,563	0	67,563
300-1222-664-000-FR2104	HEAVY DUTY DIAGNOSTIC SCANNER	0	8,295	0	8,295
300-1222-664-000-FR2307	ENGINE REPLACEMENT 2007 CONTENDER	0	736,776	0	736,776
300-1222-664-000-FR2308	LADDER APPARATUS 75' PIERCE ENFORCER	0	1,288,603	0	1,288,603
Police					
300-1226-663-000-PD2201	PD PERIMETER SECURITY FENCING AND WALL	0	181,000	0	181,000
300-1226-664-000-PD2308	FORD INTERCEPTOR SUV FOR PATROL #1	0	10,920	0	10,920
300-1226-664-000-PD2309	FORD INTERCEPTOR SUV FOR PATROL #2	0	10,920	0	10,920
300-1226-664-000-PD2310	FIRE ALARM SYSTEM PANEL & EQUIP REPLACE	0	70,528	0	70,528
300-1226-664-000-PD2311	HVAC CONTROL SYSTEM AND CHILLERS	0	597,931	0	597,931
300-1226-664-000-PD2313	UNMARKED CID VEHICLE	0	62,978	0	62,978
Public Works Admin					
300-1301-664-000-PW2305	REPLACE 2015 PATHFINDER WITH TRUCK	0	45,836	0	45,836
Streets					
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	0	205,083	0	205,083
300-1302-663-000-PW2218	NEW SIDEWALKS	0	103,000	0	103,000
300-1302-663-000-PW2306	BERESFORD EXT. MULTI USE PATH WITH VOLUS	0	120,000	0	120,000
300-1302-664-000-PW2103	HYDRAULIC TRUCK POST PULLER	0	6,650	0	6,650
Trees					
300-1303-662-000-PW2108	NEW PROPAGATION GREENHOUSE	0	0	0	0
300-1303-664-000-PW2211	BUCKET TRUCK 1330145	0	0	0	0
300-1303-664-000-PW2212	NISSAN ROGUE NEW ARBORIST TECH	0	0	0	0
300-1303-664-000-PW2214	SCAG ZTURN 48' REPLACE 133-MO-27	0	0	0	0
Parks					
300-1403-662-000-PR2206	REPLACE ROOF MAIN ADMIN PARKS & REC DEPT	0	80,000	0	80,000
300-1403-662-000-PR2217	DELAND HOUSE FOUNDATION AND ROOF IMPROV	0	94,000	0	94,000
300-1403-662-000-PR2303	REPLACE CARPET THROUGHOUT WAYNE SANBORN	0	47,590	0	47,590
300-1403-663-000-PR2218	SPEC MARTIN FACILITY IMPROVEMENTS	0	75,000	0	75,000
300-1403-663-000-PR2307	FOUNDATION IMPROVEMENTS AT SPEC MARTIN	0	105,230	0	105,230
300-1403-663-000-PR2308	DEVELOP ADDITIONAL PARKING AT SPERLING	0	150,000	0	150,000
300-1403-663-000-PR2310	POLES AND NETTING NORTH END SPEC MARTIN	0	10,000	0	10,000
300-1403-663-000-PR2312	RECREATION FIELDS AT VICTORIA PARK	0	4,000,000	0	4,000,000
300-1403-664-000-PR2313	UPGRADE ELEVATOR EQUIPMENT AT STONE ST	0	10,200	0	10,200
300-1403-664-000-PR2316	REPLACE 1999 KUBOTA TRACTOR #143-TRA-006	0	36,017	0	36,017
300-1403-664-000-PR2320	CONRAD CENTER NEW AIR CONDITIONER	0	7,305	0	7,305

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		29,092,462	107,053,163	0	136,145,625
	Grant Revenue				
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	57,000,000	0	57,000,000
401-0000-389-220-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	23,000,000	0	23,000,000
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	3,000,000	0	3,000,000
	Other Sources				
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	23,957,645	0	23,957,645
401-0000-389-700	COST SHARE FROM DELTONA	0	51,367	0	51,367
401-0000-389-710	COST SHARE FROM ORANGE CITY	0	16,217	0	16,217
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	0	27,934	0	27,934
EXPENDITURES		29,092,462	107,053,163	0	136,145,625
	Utilities Administration				
401-4201-531-100	PROFESSIONAL SERVICES	77,500	100,904	0	178,404
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	0	14,918,178	0	14,918,178
401-4201-664-000-UT2301	VEHICLE # 298 - 2022 CHEVY TRAVERSE	0	42,200	0	42,200
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE	0	600,000	0	600,000
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	15,000	1,300	0	16,300
401-4202-664-000-EG2301	NEW VEHICLE - DEPUTY CITY ENGINEER	0	31,535	0	31,535
	Water Production				
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	0	474,430	0	474,430
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	0	1,266,733	0	1,266,733
401-4203-663-000-UT2003	WP#10 DESIGN	0	2,158,858	0	2,158,858
401-4203-664-000-UT2303	#279 VEHICLE REPLACEMENT - FORD F250	0	63,608	0	63,608
401-4203-664-000-UT2304	WP#2 GENERATOR REPLACEMENT	0	146,680	0	146,680
401-4203-664-000-UT2305	GROUND STORAGE TANKS SAFETY & REPAIRS	0	12,500	0	12,500
	Water Distribution				
401-4204-552-100	OPERATING SUPPLIES	569,910	12,618	0	582,528
401-4204-552-130	OPERATING SUPPLIES-METERS	1,250,375	129,360	0	1,379,735
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	0	167,155	0	167,155
401-4204-663-000-UT2212	AMELIA AVE ROUNDABOUT UTILITY RELOCATION	0	35,725	0	35,725
401-4204-663-000-UT2343	COUNTRY PURE WATER MAIN EXTENSION	0	72,850	0	72,850
401-4204-663-000-UT2346	SR44/KEPLER ROUNDABOUT UTIL RELOCATION	0	1,089,733	0	1,089,733
	Wastewater Treatment				
401-4205-546-400	EQUIPMENT MAINTENANCE	123,340	37,340	0	160,680
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONST	0	484,517	0	484,517
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	0	45,860	0	45,860
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	0	82,980,411	0	82,980,411
401-4205-663-000-UT2310	RECLAIM WATER EXPANSION PHASE 6 DESIGN	0	200,000	0	200,000
401-4205-663-000-UT2311	22/23 WWTP FENCING - ADDITIONAL PROPERTY	0	64,000	0	64,000
401-4205-664-000-UT2224	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	0	18,875	0	18,875
401-4205-664-000-UT2226	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	0	16,875	0	16,875
401-4205-664-000-UT2314	BIOSOLIDS DUMP TRUCK	0	220,000	0	220,000
401-4205-664-000-UT2316	WATER PURIFICATION SYSTEM	0	6,800	0	6,800
401-4205-664-000-UT2318	RECLAIM JOCKEY PUMP REPLACEMENT	0	31,100	0	31,100
	Utilities Maintenance				
401-4206-664-000-UT2324	6" DRI-PRIME DIESEL PUMP	0	65,250	0	65,250
401-4206-664-000-UT2329	#269 F250 PICK UP WITH UTILITY BED	0	63,608	0	63,608
401-4206-664-000-UT2348	LS #79 REHABILITATION PROJECT	0	137,101	0	137,101

WATER & SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
Facilities Maintenance					
401-4208-662-000-FM2301	ENCLOSE EXISTING POLE BARN	0	11,020	0	11,020
401-4208-664-000-FM2302	NEW TZ50 TOW BEHIND	0	73,862	0	73,862
Customer Service					
401-4209-662-000-CS2301	BUILDING IMPROVEMENTS (OFFICES & CARPET)	0	21,020	0	21,020
401-4209-664-000-CS2201	NEPTUNE AMI PILOT	0	300,000	0	300,000
Wastewater Collection					
401-4210-663-000-UT2335	EAST REGIONAL FORCE MAIN PART B DESIGN	0	400,000	0	400,000
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	0	230,000	0	230,000
401-4210-663-000-UT2350	MANHOLE REPAIR AT BRANDYWINE SUBDIVISION	0	153,545	0	153,545
401-4210-664-000-UT2340	NEW PICKUP TRUCK W/UTILITY BED	0	60,000	0	60,000
Transfers					
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	52,939	107,612	0	160,551

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		2,670,850	4,684,402	0	7,355,252
Other Sources					
403-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	4,684,402	0	4,684,402
EXPENDITURES		2,670,850	4,684,402	0	7,355,252
403-4230-663-000-WA2301	2024 WATER MAIN IMPROVEMENTS	2,320,850	207,372	0	2,528,222
403-4230-663-000-WA2302	DOWNTOWN WATER IMPROVEMENTS DESIGN	0	79,925	0	79,925
403-4230-663-000-WA2303	BLUE SPRING WATER MAIN EXTENSION	0	450,000	0	450,000
403-4230-663-000-WW2201	NORTHFIELD WELLFIELD ACQUISTION	0	996,188	0	996,188
403-4230-663-000-WW2202	2022 WATER MAIN IMPROVEMENTS	0	2,441,900	0	2,441,900
403-4230-663-000-WW2203	2022 DELEON SPRINGS WATER MAIN IMPROV	0	509,017	0	509,017

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,800,000	3,563,734	0	5,363,734
Other Sources					
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	1,302,851	0	1,302,851
404-0000-389-310-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	0	1,507,230	0	1,507,230
404-0000-389-410-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	0	753,653	0	753,653
EXPENDITURES		1,800,000	3,563,734	0	5,363,734
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	0	56,098	0	56,098
404-4240-663-000-WW2205	EAST REGIONAL FORCE MAIN SEWER DESIGN	0	29,076	0	29,076
404-4240-663-000-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	0	3,478,560	0	3,478,560

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,054,902	4,813,557	0	7,868,459
	Grant Revenue				
430-0000-389-200-AP2105	AIRPORT RESCUE GRANT	0	438	0	438
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	0	1,167,078	0	1,167,078
430-0000-389-320-AP2301	EAST HANGAR COMPLEX - PHASE 1B	0	178,600	0	178,600
430-0000-389-200-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	0	235,649	0	235,649
430-0000-389-200-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	0	2,263,687	0	2,263,687
430-0000-389-200-AP2304	CONSTRUCT MID SECTION TAXIWAY A	0	268,200	0	268,200
430-0000-389-200-AP2311	FDOT - WEST APRON REHAB CONST	0	75,855	0	75,855
430-0000-389-320-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	0	20,946	0	20,946
430-0000-389-320-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	0	201,220	0	201,220
430-0000-389-320-AP2304	CONSTRUCT MID SECTION TAXIWAY A	0	23,840	0	23,840
	Other Sources				
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	378,044	0	378,044
EXPENDITURES		3,054,902	4,813,557	0	7,868,459
430-4300-599-500-AP2105	AIRPORT RESCUE GRANT	0	438	0	438
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	0	1,350,358	0	1,350,358
430-4300-662-000-AP2301	EAST HANGAR COMPLEX - PHASE 1B	0	223,250	0	223,250
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	0	20,581	0	20,581
430-4300-663-000-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	0	261,832	0	261,832
430-4300-663-000-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	0	2,515,212	0	2,515,212
430-4300-663-000-AP2304	CONSTRUCT MID SECTION TAXIWAY A	0	298,000	0	298,000
430-4300-663-000-AP2305	NEW DIRECTIONAL SIGNS	0	35,000	0	35,000
430-4300-663-000-AP2311	FDOT - WEST APRON REHAB CONST	0	94,819	0	94,819
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	8,345	14,067	0	22,412

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		2,728,031	1,032,128	0	3,760,159
	Other Sources				
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	1,032,128	0	1,032,128
EXPENDITURES		2,728,031	1,032,128	0	3,760,159
450-4500-552-200	OPERATING CAPITAL	5,000	18,065	0	23,065
450-4500-663-000-SW2101	CITY HALL DRAINAGE PIPE 24"	0	111,090	0	111,090
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITION	0	35,413	0	35,413
450-4500-663-000-SW2103		0	49,316	0	49,316
450-4500-663-000-SW2203	HUBBARD AVE & HIGH ST DRAINAGE	0	81,697	0	81,697
450-4500-663-000-SW2301		0	33,385	0	33,385
450-4500-663-000-SW2302	HUBBARD AVE & HIGH ST DRAINAGE IMPROV	0	250,000	0	250,000
450-4500-663-000-SW2303	BOSTON AVE & RICH AVE DRAINAGE IMPROV	0	107,000	0	107,000
450-4500-663-000-SW2304	MISC SW IMPROVEMENTS (NEIGHBORHOOD)	0	58,244	0	58,244
450-4500-663-000-SW2305	MISC SW IMPROVEMENTS (PONDS)	0	28,015	0	28,015
450-4500-663-000-SW2306	FIRE STATION PUMP STATION DESIGN	0	200,000	0	200,000
450-4500-664-000-SW2307	REPLACE 450163A - FORD F150 CREW CAB	0	45,836	0	45,836
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	7,057	14,067	0	21,124

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,803,705	381,779	0	4,185,484
	Other Sources				
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	0	381,779	0	381,779
EXPENDITURES		3,803,705	381,779	0	4,185,484
480-4800-531-100	PROFESSIONAL SERVICES	169,000	53,125	0	222,125
480-4800-663-000-PI2103	P&I OFFICE RENOVATIONS	0	87,057	0	87,057
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	0	140,914	0	140,914
480-4800-663-110-PI2301	AGENCY COUNTER	0	55,000	0	55,000
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	15,741	45,683	0	61,424

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2023-2024 is hereby ratified and confirmed as adopted by Resolutions 2023-68.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		5,162,309	0	
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	2,344,847		Funds carried over from FY 22-23
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,288,603		Funds carried over from FY 22-23 (1% PILOT) Ladder Apparatus 75' Pierce Enforcer (\$1,288,603)
001-0000-380-203	FUNDS C/O - ARPA FUNDS	1,528,859		Funds carried over from FY 22-23 (ARPA Reserves) - Business Improvement Grants (\$87,000), City Entry Feature Design (\$205,083), Road Resurfacing (\$500,000) and Engine Replacement 2007 Contender (\$736,776)
EXPENDITURES		5,162,309	0	
001-0102-547-100	PRINTING & BINDING	17,000		CARRY OVER: to fund Municipal Code Updates
001-0103-531-100	PROFESSIONAL SERVICES	62,360		CARRY OVER: to fund Debt Issuance Costs
001-0106-546-300	A/C MAINTENANCE	53,950		CARRY OVER: to fund City Hall Duct Cleaning
001-0106-544-100	RENTALS & LEASES	8,387		CARRY OVER: to fund rental of Generator at City Hall
001-0110-531-100	PROFESSIONAL SERVICES	19,781		CARRY OVER: to fund CrowdStrike
001-0110-531-100	PROFESSIONAL SERVICES	4,913		CARRY OVER: to fund Digital Persona
001-0110-531-100	PROFESSIONAL SERVICES	19,481		CARRY OVER: to fund FortiSASE
001-0110-531-100	PROFESSIONAL SERVICES	10,650		CARRY OVER: to fund Mobile App Licenses (PD)
001-0110-531-100	PROFESSIONAL SERVICES	7,800		CARRY OVER: to fund Disaster Recovery
001-0110-531-100	PROFESSIONAL SERVICES	3,530		CARRY OVER: to fund Server Exchange Cals
001-0110-546-400	EQUIPMENT MAINTENANCE	11,529		CARRY OVER: to fund Replacement Cameras at City Hall and Chisholm
001-0110-552-200	OPERATING CAPITAL	4,300		CARRY OVER: to fund PW Speaker Conference Room
001-0110-552-200	OPERATING CAPITAL	1,170		CARRY OVER: to fund Projector/Speaker PD Shooting Facility
001-1117-882-200	BUSINESS IMPROVEMENT GRANTS	87,000		CARRY OVER: to fund Business Improvement Grants
001-1118-531-100	PROFESSIONAL SERVICES	25,000		CARRY OVER: to fund 2030 Comp Plan Update
001-1118-531-100	PROFESSIONAL SERVICES	11,329		CARRY OVER: to fund LDR Audit and Rewrite
001-1222-552-200	OPERATING CAPITAL	6,828		CARRY OVER: to fund Bunker Gear for new hires
001-1222-552-200	OPERATING CAPITAL	10,236		CARRY OVER: to fund Battery Operated PPV Fans
001-1222-552-200	OPERATING CAPITAL	19,814		CARRY OVER: to fund Bunker Gear
001-1226-546-400	EQUIPMENT MAINTENANCE	33,867		CARRY OVER: to fund Radio Updates on Existing Radio Inventory
001-1226-552-000	HARDWARE/SOFTWARE	2,000		CARRY OVER: to fund computer equipment for new Records Clerk
001-1226-552-100	OPERATING SUPPLIES	12,269		CARRY OVER: to fund annual ammunition purchase
001-1226-552-200	OPERATING CAPITAL	27,568		CARRY OVER: to fund Axon cameras
001-1301-555-100	TRAINING	5,900		CARRY OVER: to fund CDL Class A and Class B
001-1401-531-100	PROFESSIONAL SERVICES	6,590		CARRY OVER: to fund Parks & Rec Master Plan
001-1401-552-000	HARDWARE/SOFTWARE	4,000		CARRY OVER: to fund computer equipment for new Rec Leader
001-1403-552-200	OPERATING CAPITAL	4,999		CARRY OVER: to fund amphitheater repairs
001-1403-552-200	OPERATING CAPITAL	69,190		CARRY OVER: to fund Stone St. painting
001-1408-552-200	OPERATING CAPITAL	3,000		CARRY OVER: to fund material for Little League Dugouts
001-1411-552-200	OPERATING CAPITAL	4,990		CARRY OVER: to fund Little League fence
001-1411-552-200	OPERATING CAPITAL	2,000		CARRY OVER: to fund Backstop Netting at Sperling
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	782,641		CARRY OVER: to fund Zoll Monitors (\$11,168), Road Resurfacing (\$675,833), CDBG 2021 ROW Improvements (\$4,737), Chisholm Center Marquee Board (\$3,000) and Melching Field Renovation and Expansion (\$87,903)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,818,237		CARRY OVER: to fund City Hall Christmas Tree Replacement (\$6,500), Generator for City Hall (\$18,764), replace existing Enterprise Resource Planning SW (\$19,893), Record Management Plan Services (\$23,886), Arbitrator system software (\$19,900), Laserfiche Prof and Workflow (\$6,038), Network Switches (\$4,053), Overhead Fiber (\$41,200), In-Sync Software (\$6,700), AV at Sanborn Ballrooms A & B (\$11,111), Large Format Plotter (\$2,500), Vehicle for new Code Enforcement Manager (\$13,200), Fire Station 82/83 improvements (\$67,563), Heavy Duty Diagnostic Scanner (\$8,295), Engine Replacement 2007 Contender (\$736,776), Ladder Apparatus 75' Pierce Enforcer (\$1,288,603), PD Perimeter Security Fencing and Wall (\$181,000), two Ford Interceptor SUVs \$21,840), Fire Alarm System Panel and Equipment Replacement (\$70,528), HVAC Control System and Chillers (\$110,998), unmarked CID vehicle (\$62,978), Truck to replace 2015 Pathfinder (\$45,836), City Entry Feature Design (\$205,083), New Sidewalks (\$103,000), Beresford Ext Multiuse Path (\$120,000), Hydraulic Truck Post Puller (\$6,650), new Roof at Parks and Rec Admin Building (\$80,000), DeLand House Roof (\$94,000), Sanborn Center carpet (\$47,590), Spec Martin Facility Improvements (\$75,000), Sanborn Center Foundation improvements at Spec Martin (\$105,230), additional parking at Spec Martin (\$150,000), Poles and Netting North End Spec Martin (\$10,000), upgrade Elevator at Stone St (\$10,200), replacement Kubota Tractor (\$36,017), and new Air Conditioner at Conrad Center (\$7,305)

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GIFT Fund				
REVENUES		413,064	0	
170-0000-380-200	FUNDS C/O FROM PRIOR YEAR	413,064		Funds carried over from FY 22-23
EXPENDITURES		413,064	0	
170-1403-663-000-PR2216	ECHO - ALABAMA GREENWAY TRAIL DESIGN	20,149		CARRY OVER: to fund Alabama Greenway Trail Design
170-9999-991-190	TRANSFER TO GRANTS & SPEC REV	392,915		CARRY OVER: to fund Alabama Greenway Trail (Grants & Special Revenue Fund)
GRANT & SPECIAL REVENUE FUND				
REVENUES		6,101,520	0	
190-0000-380-200	FUNDS C/O FROM PRIOR YEAR	292,968		CARRY OVER: to fund Road Resurfacing (LOGT Reserves)
190-0000-380-201	FUNDS C/O FROM PRIOR YEAR - TREE RESERVES	179,844		CARRY OVER: to fund SCAG Zturn 48" Mower (\$9,038), Electric F150 for Nursery (\$48,462), New Solar Charging Station for Nursery (\$95,518) and Property Management Plan for Lake Moore (\$26,826)
190-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVES	2,092,470		CARRY OVER: to fund Alabama Greenway Trail (\$794,755) and Road Resurfacing (\$1,297,715)
190-0000-331-200-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	17,479		CARRY OVER: to fund Interview Technology Platform (Grant)
190-0000-331-500-PR2302	CDBG 2023 - CHISHOLM MARQUEE BOARD	17,000		CARRY OVER: to fund Interview Technology Platform (Grant)
190-0000-331-500-PW2101	CDBG 2021 - ROW ADA IMPROV	71,061		CARRY OVER: to fund ROW ADA Improvements 2021 (Grant)
190-0000-331-500-PW2201	CDBG 2022 - ROW ADA IMPROV	60,424		CARRY OVER: to fund ROW ADA Improvements 2022 (Grant)
190-0000-331-500-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	161,213		CARRY OVER: to fund ROW ADA Improvements 2023 (Grant)
190-0000-337-700-PR2301	ECHO - ALABAMA GREENWAY TRAIL	1,500,000		CARRY OVER: to fund Alabama Greenway Trail (Grant)
190-0000-389-230	FL DOH GRANT REVENUE	33,505		CARRY OVER: to fund Zoll Monitors (Grant)
190-0000-384-000	DEBT PROCEEDS	500,000		CARRY OVER: to fund Road Resurfacing
190-9999-381-001	TRANSFER FROM GENERAL FUND	694,738		CARRY OVER: to fund Zoll Monitors (\$11,168), Road Resurfacing (\$675,833), CDBG 2021 ROW Improvements (\$4,737) and Chisholm Center Marquee Board (\$3,000) (Transfers)
190-9999-381-001-PR2201	MELCHING FIELD RENOVATION & EXPANSION	87,903		CARRY OVER: to fund Melching Field Renovation and Expansion (Transfer)
190-9999-381-170-PR2301	ECHO - ALABAMA GREENWAY TRAIL	392,915		CARRY OVER: to fund Alabama Greenway Trail (F41GIFT Fund)
EXPENDITURES		6,101,520	0	
190-1222-552-200	OPERATING CAPITAL	44,673		CARRY OVER: to fund ZOLL AED Monitors
190-1226-664-000-PD2314	JAG 2023 - INTERVIEW TECHNOLOGY PLATFORM	17,479		CARRY OVER: to fund Interview Technology Platform
190-1302-553-100	ROAD MATERIALS & SUPPLIES	2,766,516		CARRY OVER: to fund Road Materials and Supplies
190-1302-663-000-PW2101	CDBG 2021 - ROW ADA IMPROV	75,798		CARRY OVER: to fund ROW ADA Improvements 2021
190-1302-663-000-PW2201	CDBG 2022 - ROW ADA IMPROV	60,424		CARRY OVER: to fund ROW ADA Improvements 2022
190-1302-663-000-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	161,213		CARRY OVER: to fund ROW ADA Improvements 2023
190-1303-664-000-PW2214	SCAG ZTURN 48' REPLACE 133-MO-27	9,038		CARRY OVER: to fund SCAG ZTurn 48' Mower
190-1303-664-000-PW2302	ELECTRIC F150 FOR NURSERY	48,462		CARRY OVER: to fund Electric F150 for Nursery
190-1303-664-000-PW2303	NEW SOLAR CHARGING STATION FOR NURSERY	95,518		CARRY OVER: to fund new Solar Charging Station for Nursery
190-1403-531-100	PROFESSIONAL SERVICES	26,826		CARRY OVER: to fund Property Management Plan for Lake Moore
190-1403-663-000-PR2201	MELCHING FIELD RENOVATION & EXPANSION	87,903		CARRY OVER: to fund Melching Field Renovation and Expansion
190-1403-663-000-PR2301	ECHO - ALABAMA GREENWAY TRAIL	2,687,670		CARRY OVER: to fund Alabama Greenway Trail
190-1403-664-000-PR2302	CDBG 2023 - CHISHOLM MARQUEE BOARD	20,000		CARRY OVER: to fund Chisholm Center Marquee Board

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		8,760,949	0	
300-0000-380-000	USE OF RESERVES	748,349		CARRY OVER: to fund Generator for City Hall (\$261,416) and HVAC Control System and Chillers (\$486,933)
300-0000-380-202	FUNDS C/O FROM PRIOR YEAR - DEBT RESERVES	1,000,000		CARRY OVER: to fund Recreational Fields at Victoria Park (\$1,000,000)
300-0000-384-000	DEBT PROCEEDS	3,000,000		CARRY OVER: to fund Recreational Fields at Victoria Park (\$3,000,000)
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,818,237		CARRY OVER: to fund City Hall Christmas Tree Replacement (\$6,500), Generator for City Hall (\$18,764), replace existing Enterprise Resource Planning SW (\$19,893), Record Management Plan Services (\$23,886), Arbitrator system software (\$19,900), Laserfiche Prof and Workflow (\$6,038), Network Switches (\$4,053), Overhead Fiber (\$41,200), In-Sync Software (\$6,700), AV at Sanborn Ballrooms A & B (\$11,111), Large Format Plotter (\$2,500), Vehicle for new Code Enforcement Manager (\$13,200), Fire Station 82/83 improvements (\$67,563), Heavy Duty Diagnostic Scanner (\$8,295), Engine Replacement 2007 Contender (\$736,776), Ladder Apparatus 75' Pierce Enforcer (\$1,288,603), PD Perimeter Security Fencing and Wall (\$181,000), two Ford Interceptor SUVs \$21,840), Fire Alarm System Panel and Equipment Replacement (\$70,528), HVAC Control System and Chillers (\$110,998), unmarked CID vehicle (\$62,978), Truck to replace 2015 Pathfinder (\$45,836), City Entry Feature Design (\$205,083), New Sidewalks (\$103,000), Beresford Ext Multiuse Path (\$120,000), Hydraulic Truck Post Puller (\$6,650), new Roof at Parks and Rec Admin Building (\$80,000), DeLand House Roof (\$94,000), Sanborn Center carpet (\$47,590), Spec Martin Facility Improvements (\$75,000), Sanborn Center Foundation improvements at Spec Martin (\$105,230), additional parking at Spec Martin (\$150,000), Poles and Netting North End Spec Martin (\$10,000), upgrade Elevator at Stone St (\$10,200), replacement Kubota Tractor (\$36,017), and new Air Conditioner at Conrad Center (\$7,305)
300-9999-381-160	TRANSFER FROM SH CRA FUND	12,934		CARRY OVER: to fund Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), and Overhead Fiber (\$10,300)
300-9999-381-401	TRANSFER FROM W&S FUND	107,612		CARRY OVER: to fund Generator for City Hall (\$6,800), replace existing Enterprise Resource Planning SW (\$50,499), Record Management Plan Services (\$10,290), Laserfiche Prof and Workflow (\$3,019), Network Switches (\$2,250), Overhead Fiber (\$20,600), and Copier at Public Services (\$14,154)
300-9999-381-430	TRANSFER FROM AIRPORT FUND	14,067		CARRY OVER: to fund replace existing Enterprise Resource Planning SW (\$765), Record Management Plan Services (\$368), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), and Overhead Fiber (\$10,300)
300-9999-381-450	TRANSFER FROM STORMWATER FUND	14,067		CARRY OVER: to fund replace existing Enterprise Resource Planning SW (\$765), Record Management Plan Services (\$368), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), and Overhead Fiber (\$10,300)
300-9999-381-480	TRANSFER FROM P&I FUND	45,683		CARRY OVER: to fund Generator for City Hall (\$4,020), replace existing Enterprise Resource Planning SW (\$4,591), Record Management Plan Services (\$1,838), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), Overhead Fiber (\$10,300), Large Format Plotter (\$2,500), and Vehicle for new Code Enforcement Manager (\$19,800)
EXPENDITURES		8,760,949	0	
300-0106-664-000-AD2301	CITY HALL CHRISTMAS TREE REPLACEMENT	6,500		CARRY OVER: to fund City Hall Christmas Tree Replacement
300-0106-664-000-AD2302	GENERATOR FOR CITY HALL	291,000		CARRY OVER: to fund Generator for City Hall
300-0110-663-000-IT1902	REPLACE ERP SYSTEM	76,513		CARRY OVER: to fund Replace existing Enterprise Resource Planning SW
300-0110-663-000-IT1905	RECORD MGMT PLAN SERVICES	36,750		CARRY OVER: to fund Record Management Plan Services
300-0110-663-000-IT2007	PANASONIC ARBITRATOR SYSTEM	19,900		CARRY OVER: to fund Arbitrator system software
300-0110-663-000-IT2208	LASERFICHE PROFESSIONAL AND WORKFLOW	15,093		CARRY OVER: to fund Laserfiche Prof and Workflow
300-0110-663-000-IT2303	IT NETWORK SWITCHES	10,803		CARRY OVER: to fund Network Switches
300-0110-663-000-IT2305	IT OVERHEAD FIBER	103,000		CARRY OVER: to fund Overhead Fiber
300-0110-663-000-IT2306	POLICE IN-SYNC SOFTWARE	6,700		CARRY OVER: to fund In-Sync Software
300-0110-664-000-IT1806	SANBORN CENTER AVI	11,111		CARRY OVER: to fund AV at Sanborn Ballrooms A & B
300-0110-664-000-IT2211	COPIER FOR PUBLIC SERVICES	14,154		CARRY OVER: to fund Copier Public Services
300-0110-664-000-IT2212	LARGE FORMAT PLOTTER	5,000		CARRY OVER: to fund Large Format Plotter
300-1119-664-000-CD2301	VEHICLE FOR CODE ENFORCEMENT MANAGER	33,000		CARRY OVER: to fund Vehicle for new Code Enforcement Manager
300-1222-662-000-FR2301	FIRE STATION 82/83 IMPROVEMENTS	67,563		CARRY OVER: to fund Fire Station 82/83 improvements
300-1222-664-000-FR2104	HEAVY DUTY DIAGNOSTIC SCANNER	8,295		CARRY OVER: to fund Heavy Duty Diagnostic Scanner
300-1222-664-000-FR2307	ENGINE REPLACEMENT 2007 CONTENDER	736,776		CARRY OVER: to fund Engine Replacement 2007 Contender
300-1222-664-000-FR2308	LADDER APPARATUS 75' PIERCE ENFORCER	1,288,603		CARRY OVER: to fund Ladder Apparatus 75' Pierce Enforcer
300-1226-663-000-PD2201	PD PERIMETER SECURITY FENCING AND WALL	181,000		CARRY OVER: to fund PD Perimeter Security Fencing and Wall
300-1226-664-000-PD2308	FORD INTERCEPTOR SUV FOR PATROL #1	10,920		CARRY OVER: to fund Ford Interceptor SUV for Patrol #1

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
300-1226-664-000-PD2309	FORD INTERCEPTOR SUV FOR PATROL #2	10,920		CARRY OVER: to fund Ford Interceptor SUV for Patrol #2
300-1226-664-000-PD2310	FIRE ALARM SYSTEM PANEL & EQUIP REPLACE	70,528		CARRY OVER: to fund Fire Alarm System Panel and Equipment Replacement
300-1226-664-000-PD2311	HVAC CONTROL SYSTEM AND CHILLERS	597,931		CARRY OVER: to fund HVAC Control System and Chillers
300-1226-664-000-PD2313	UNMARKED CID VEHICLE	62,978		CARRY OVER: to fund unmarked CID Vehicle
300-1301-664-000-PW2305	REPLACE 2015 PATHFINDER WITH TRUCK	45,836		CARRY OVER: to fund Truck to replace 2015 Pathfinder
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	205,083		CARRY OVER: to fund City Entry Feature Design
300-1302-663-000-PW2218	NEW SIDEWALKS	103,000		CARRY OVER: to fund new sidewalks
300-1302-663-000-PW2306	BERESFORD EXT. MULTI USE PATH WITH VOLUS	120,000		CARRY OVER: to fund Beresford Ext Multiuse Path
300-1302-664-000-PW2103	HYDRAULIC TRUCK POST PULLER	6,650		CARRY OVER: to fund Hydraulic Truck Post Puller
300-1403-662-000-PR2206	REPLACE ROOF MAIN ADMIN PARKS & REC DEPT	80,000		CARRY OVER: to fund new roof at Parks and Rec Admin Building
300-1403-662-000-PR2217	DELAND HOUSE FOUNDATION AND ROOF IMPROV	94,000		CARRY OVER: to fund DeLand House Roof
300-1403-662-000-PR2303	REPLACE CARPET THROUGHOUT WAYNE SANBORN	47,590		CARRY OVER: to fund Sanborn Center carpet
300-1403-663-000-PR2218	SPEC MARTIN FACILITY IMPROVEMENTS	75,000		CARRY OVER: to fund Spec Martin Facility Improvements
300-1403-663-000-PR2307	FOUNDATION IMPROVEMENTS AT SPEC MARTIN	105,230		CARRY OVER: to fund Sanborn Center foundation improvements at Spec Martin
300-1403-663-000-PR2308	DEVELOP ADDITIONAL PARKING AT SPERLING	150,000		CARRY OVER: to fund additional parking at Spec Martin
300-1403-663-000-PR2310	POLES AND NETTING NORTH END SPEC MARTIN	10,000		CARRY OVER: to fund Poles and Netting North End Spec Martin
300-1403-663-000-PR2312	RECREATION FIELDS AT VICTORIA PARK	4,000,000		CARRY OVER: to fund Rec Fields at Victoria Park
300-1403-664-000-PR2313	UPGRADE ELEVATOR EQUIPMENT AT STONE ST	10,200		CARRY OVER: to fund upgrade Elevator at Stone St
300-1403-664-000-PR2316	REPLACE 1999 KUBOTA TRACTOR #143-TRA-006	36,017		CARRY OVER: to fund replacement Kubota Tractor
300-1403-664-000-PR2320	CONRAD CENTER NEW AIR CONDITIONER	7,305		CARRY OVER: to fund new Air Conditioner at Conrad Center

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		107,053,163	0	
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	23,957,645		Funds carried over from FY 22-23
401-0000-384-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	57,000,000		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-0000-389-220-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	23,000,000		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-0000-389-410-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	3,000,000		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-0000-389-700	COST SHARE FROM DELTONA	51,367		CARRY OVER: to fund West Volusia Water Supply Plan
401-0000-389-710	COST SHARE FROM ORANGE CITY	16,217		CARRY OVER: to fund West Volusia Water Supply Plan
401-0000-389-720	COST SHARE FROM VOLUSIA COUNTY	27,934		CARRY OVER: to fund West Volusia Water Supply Plan
EXPENDITURES		107,053,163	0	
401-4201-531-100	PROFESSIONAL SERVICES	15,509		CARRY OVER: to fund CUP Environmental Impact Evaluation
401-4201-531-100	PROFESSIONAL SERVICES	53,383		CARRY OVER: to fund Interlocal Agreement for Water Project Planning and Programming
401-4201-531-100	PROFESSIONAL SERVICES	2,112		CARRY OVER: to fund Technical Support Services
401-4201-531-100	PROFESSIONAL SERVICES	29,900		CARRY OVER: to fund Consulting Service with Keith Riger
401-4201-662-000-UT2201	UTILITIES ADMIN BUILDING CONSTRUCTION	14,918,178		CARRY OVER: to fund Utilities Admin Building Construction
401-4201-664-000-UT2301	VEHICLE # 298 - 2022 CHEVY TRAVERSE	42,200		CARRY OVER: to fund Chevy Silverado 1500 Crew Cab
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE	600,000		CARRY OVER: to fund Utility Admin Building FFE
401-4202-531-100	PROFESSIONAL SERVICES	1,300		CARRY OVER: to fund Plat Reviews
401-4202-664-000-EG2301	NEW VEHICLE - DEPUTY CITY ENGINEER	31,535		CARRY OVER: to fund Deputy City Engineer vehicle
401-4203-663-000-UT1804	WTP #10 PROJECT A WELL SITE	474,430		CARRY OVER: to fund WTP #10 Project A Well Site
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	1,266,733		CARRY OVER: to fund WTP #10 Supply Wells FG 1-2
401-4203-663-000-UT2003	WP#10 DESIGN	2,158,858		CARRY OVER: to fund WP #10 Design
401-4203-664-000-UT2303	#279 VEHICLE REPLACEMENT - FORD F250	63,608		CARRY OVER: to vehicle replacement Ford F250
401-4203-664-000-UT2304	WP#2 GENERATOR REPLACEMENT	146,680		CARRY OVER: to fund WP #2 Generator Replacement
401-4203-664-000-UT2305	GROUND STORAGE TANKS SAFETY & REPAIRS	12,500		CARRY OVER: to fund Ground Storage Tanks Safety & Repairs
401-4204-552-100	OPERATING SUPPLIES	12,618		CARRY OVER: to fund Misc Meter Parts
401-4204-552-130	OPERATING SUPPLIES-METERS	129,360		CARRY OVER: to fund Meters
401-4204-663-000-UT2107	WOODLAND & MANDARIN WATER MAIN	167,155		CARRY OVER: to fund Woodland & Mandarin Water Main
401-4204-663-000-UT2212	AMELIA AVE ROUNDABOUT UTILITY RELOCATION	35,725		CARRY OVER: to fund Amelia Ave Roundabout Utility Relocation
401-4204-663-000-UT2343	COUNTRY PURE WATER MAIN EXTENSION	72,850		CARRY OVER: to fund Country Pure Water Main Extension
401-4204-663-000-UT2346	SR44/KEPLER ROUNDABOUT UTIL RELOCATION	1,089,733		CARRY OVER: to fund Downtown Water Improvements Phase 1
401-4205-546-400	EQUIPMENT MAINTENANCE	37,340		CARRY OVER: to fund Valves for WWTP
401-4205-662-000-UT2221	NASH WRF S. RECLAIM STATION CONST	484,517		CARRY OVER: to fund Nash WRF S. Reclaim Station Construction
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	45,860		CARRY OVER: to fund Nash WRF Engineering, Planning, and Construction
401-4205-663-000-UT2309	WMN CAPACITY EXPAN & AWT IMPR CONSTRUCT	82,980,411		CARRY OVER: to fund Wiley M Nash Capacity Expansion & AWT Improvement Construction
401-4205-663-000-UT2310	RECLAIM WATER EXPANSION PHASE 6 DESIGN	200,000		CARRY OVER: to fund Reclaim Water Expansion Phase 6 Design
401-4205-663-000-UT2311	22/23 WWTP FENCING - ADDITIONAL PROPERTY	64,000		CARRY OVER: to fund WWTP Fencing for additional property
401-4205-664-000-UT2224	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	18,875		CARRY OVER: to fund WWTP Admin Building Roof A/C Replacement #1
401-4205-664-000-UT2226	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	16,875		CARRY OVER: to fund WWTP Admin Building Roof A/C Replacement #2
401-4205-664-000-UT2314	BIOSOLIDS DUMP TRUCK	220,000		CARRY OVER: to fund Biosolids Dump Truck
401-4205-664-000-UT2316	WATER PURIFICATION SYSTEM	6,800		CARRY OVER: to fund Water Purification System
401-4205-664-000-UT2318	RECLAIM JOCKEY PUMP REPLACEMENT	31,100		CARRY OVER: to fund Reclaim Jockey Pump Replacement
401-4206-664-000-UT2324	6" DRI-PRIME DIESEL PUMP	65,250		CARRY OVER: to fund 6" Dri-Prime Diesel Pump
401-4206-664-000-UT2329	#269 F250 PICK UP WITH UTILITY BED	63,608		CARRY OVER: to fund F250 Pickup Truck with Utility Bed
401-4206-664-000-UT2348	LS #79 REHABILITATION PROJECT	137,101		CARRY OVER: to fund LS #79 Rehabilitation Project
401-4208-662-000-FM2301	ENCLOSE EXISTING POLE BARN	11,020		CARRY OVER: to fund enclosure of existing Pole Barn
401-4208-664-000-FM2302	NEW TZ50 TOW BEHIND	73,862		CARRY OVER: to fund new TZ50 Tow Behind
401-4209-662-000-CS2301	BUILDING IMPROVEMENTS (OFFICES & CARPET)	21,020		CARRY OVER: to fund new Offices and Carpet
401-4209-664-000-CS2201	NEPTUNE AMI PILOT	300,000		CARRY OVER: to fund Neptune AMI Pilot
401-4210-663-000-UT2335	EAST REGIONAL FORCE MAIN PART B DESIGN	400,000		CARRY OVER: to fund East Regional Force Main Part B Design
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	230,000		CARRY OVER: to fund Downtown Lift Station & FM Design
401-4210-663-000-UT2350	MANHOLE REPAIR AT BRANDYWINE SUBDIVISION	153,545		CARRY OVER: to fund Manhole Repair at Brandywine Subdivision
401-4210-664-000-UT2340	NEW PICKUP TRUCK W/UTILITY BED	60,000		CARRY OVER: to fund new Pickup Truck with Utility Bed
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	107,612		CARRY OVER: to fund Generator for City Hall (\$6,800), replace existing Enterprise Resource Planning SW (\$50,499), Record Management Plan Services (\$10,290), Laserfiche Prof and Workflow (\$3,019), Network Switches (\$2,250), Overhead Fiber (\$20,600), and Copier at Public Services (\$14,154)

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER TRUST FUND				
REVENUES		4,684,402	0	
403-0000-380-200	FUNDS C/O FROM PRIOR YEAR	4,684,402		Funds carried over from FY 22-23
EXPENDITURES		4,684,402	0	
403-4230-663-000-WA2301	2024 WATER MAIN IMPROVEMENTS	207,372		CARRY OVER: to fund 2024 Water Main Improvements
403-4230-663-000-WA2302	DOWNTOWN WATER IMPROVEMENTS DESIGN	79,925		CARRY OVER: to fund Downtown Water Improvements Design
403-4230-663-000-WA2303	BLUE SPRING WATER MAIN EXTENSION	450,000		CARRY OVER: to fund Blue Spring Water Main Extension
403-4230-663-000-WW2201	NORTHFIELD WELLFIELD ACQUISITION	996,188		CARRY OVER: to fund Northfield Wellfield Acquisition
403-4230-663-000-WW2202	2022 WATER MAIN IMPROVEMENTS	2,441,900		CARRY OVER: to fund 2022 Water Main Improvements
403-4230-663-000-WW2203	2022 DELEON SPRINGS WATER MAIN IMPROV	509,017		CARRY OVER: to fund 2022 DeLeon Springs Water Main Improvements
WASTEWATER TRUST FUND				
REVENUES		3,563,734	0	
404-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,302,851		Funds carried over from FY 22-23
404-0000-389-310-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	1,507,230		CARRY OVER: to fund Reclaim Water Expansion Phase #5 Construction
404-0000-389-410-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	753,653		CARRY OVER: to fund Reclaim Water Expansion Phase #5 Construction
EXPENDITURES		3,563,734	0	
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	56,098		CARRY OVER: to fund Reclaim Water Expansion Phase #5 Design
404-4240-663-000-WW2205	EAST REGIONAL FORCE MAIN SEWER DESIGN	29,076		CARRY OVER: to fund East Regional Force Main Sewer Design
404-4240-663-000-WW2301	RECLAIM WATER EXPANSION CONST PHASE 5	3,478,560		CARRY OVER: to fund Reclaim Water Expansion Phase #5 Construction
AIRPORT FUND				
REVENUES		4,813,557	0	
430-0000-380-200	FUNDS C/O FROM PRIOR YEAR	378,044		Funds carried over from FY 22-23
430-0000-389-200-AP2105	AIRPORT RESCUE GRANT	438		CARRY OVER: to fund Airport Rescue Grant
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	1,167,078		CARRY OVER: to fund T-Hangars & Electric Gate
430-0000-389-320-AP2301	EAST HANGAR COMPLEX - PHASE 1B	178,600		CARRY OVER: to fund East Hangar Complex - Phase 1B
430-0000-389-200-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	235,649		CARRY OVER: to fund Airport Markings & Taxiway E Lighting and Signage
430-0000-389-200-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	2,263,687		CARRY OVER: to fund West Apron Construction
430-0000-389-200-AP2304	CONSTRUCT MID SECTION TAXIWAY A	268,200		CARRY OVER: to fund Mid Section Taxiway A Construction
430-0000-389-200-AP2311	FDOT - WEST APRON REHAB CONST	75,855		CARRY OVER: to fund West Apron Rehab Construction
430-0000-389-320-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	20,946		CARRY OVER: to fund Airport Markings & Taxiway E Lighting and Signage
430-0000-389-320-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	201,220		CARRY OVER: to fund West Apron Construction
430-0000-389-320-AP2304	CONSTRUCT MID SECTION TAXIWAY A	23,840		CARRY OVER: to fund Mid Section Taxiway A Construction
EXPENDITURES		4,813,557	0	
430-4300-599-500-AP2105	AIRPORT RESCUE GRANT	438		CARRY OVER: to fund Airport Rescue Grant
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	1,350,358		CARRY OVER: to fund T-Hangars & Electric Gate
430-4300-662-000-AP2301	EAST HANGAR COMPLEX - PHASE 1B	223,250		CARRY OVER: to fund East Hangar Complex - Phase 1B
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	20,581		CARRY OVER: to fund NW Industrial Bus Park Access Road
430-4300-663-000-AP2302	AIRFIELD MARKINGS & TAXIWAY E LIGHT/SIGN	261,832		CARRY OVER: to fund Airport Markings & Taxiway E Lighting and Signage
430-4300-663-000-AP2303	FAA/FDOT - WEST APRON CONSTRUCTION	2,515,212		CARRY OVER: to fund West Apron Construction
430-4300-663-000-AP2304	CONSTRUCT MID SECTION TAXIWAY A	298,000		CARRY OVER: to fund Mid Section Taxiway A Construction
430-4300-663-000-AP2305	NEW DIRECTIONAL SIGNS	35,000		CARRY OVER: to fund New Directional Signs
430-4300-663-000-AP2311	FDOT - WEST APRON REHAB CONST	94,819		CARRY OVER: to fund West Apron Rehab Construction
430-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	14,067		CARRY OVER: to fund replace existing Enterprise Resource Planning SW (\$765), Record Management Plan Services (\$368), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), and Overhead Fiber (\$10,300)

FY22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
STORMWATER FUND				
REVENUES		1,032,128	0	
450-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,032,128		Funds carried over from FY 22-23
EXPENDITURES		1,032,128	0	
450-4500-552-200	OPERATING CAPITAL	8,501		CARRY OVER: to fund Wide Area Mower attachment for 450-Mow-105
450-4500-552-200	OPERATING CAPITAL	9,564		CARRY OVER: to fund 72 Inch Flail attachment for 450-Mow-105
450-4500-663-000-SW2101	CITY HALL DRAINAGE PIPE 24"	111,090		CARRY OVER: to fund City Hall Drainage Pipe 24"
450-4500-663-000-SW2102	NEW HAMPSHIRE AVE POND ADDITION	35,413		CARRY OVER: to fund New Hampshire Ave Pond Addition
450-4500-663-000-SW2103	BOSTON/RICH AVE DRAINAGE IMPRO	49,316		CARRY OVER: to fund Boston/Rich Ave Drainage Improvements
450-4500-663-000-SW2203	HUBBARD AVE & HIGH ST DRAINAGE	81,697		CARRY OVER: to fund Hubbard Ave & High St Drainage Improvements
450-4500-663-000-SW2301	MISC CITY WIDE PIPE LINING REPLACEMENT	33,385		CARRY OVER: to fund miscellaneous Citywide Pipelining Replacement
450-4500-663-000-SW2302	HUBBARD AVE & HIGH ST DRAINAGE IMPROV	250,000		CARRY OVER: to fund Hubbard Ave & High St Drainage Improvements
450-4500-663-000-SW2303	BOSTON AVE & RICH AVE DRAINAGE IMPROV	107,000		CARRY OVER: to fund Boston Ave and Rich Ave Drainage Improvements
450-4500-663-000-SW2304	MISC SW IMPROVEMENTS (NEIGHBORHOOD)	58,244		CARRY OVER: to fund miscellaneous Misc SW Improvements (Neighborhood)
450-4500-663-000-SW2305	MISC SW IMPROVEMENTS (PONDS)	28,015		CARRY OVER: to fund miscellaneous Misc SW Improvements (Ponds)
450-4500-663-000-SW2306	FIRE STATION PUMP STATION DESIGN	200,000		CARRY OVER: to fund Fire Station Pump Station Design
450-4500-664-000-SW2307	REPLACE 450163A - FORD F150 CREW CAB	45,836		CARRY OVER: to fund Ford F150 Crew Cab
450-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	14,067		CARRY OVER: to fund replace existing Enterprise Resource Planning SW (\$765), Record Management Plan Services (\$368), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), and Overhead Fiber (\$10,300)
PERMITS & INSPECTIONS FUND				
REVENUES		381,779	0	
480-0000-380-200	FUNDS C/O FROM PRIOR YEAR	381,779		Funds carried over from FY 22-23
EXPENDITURES		381,779	0	
480-4800-531-100	PROFESSIONAL SERVICES	27,225		CARRY OVER: to fund Special Magistrate Services
480-4800-531-100	PROFESSIONAL SERVICES	25,900		CARRY OVER: to fund Gray Quarter Annual Subscription
480-4800-663-000-PI2103	P&I OFFICE RENOVATIONS	87,057		CARRY OVER: to fund P&I Office Renovations
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	140,914		CARRY OVER: to fund Accela Civic Platform Enhancements
480-4800-663-110-PI2301	AGENCY COUNTER	55,000		CARRY OVER: to fund Agency Counter
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	45,683		CARRY OVER: to fund Generator for City Hall (\$4,020), replace existing Enterprise Resource Planning SW (\$4,591), Record Management Plan Services (\$1,838), Laserfiche Prof and Workflow (\$1,509), Network Switches (\$1,125), Overhead Fiber (\$10,300), Large Format Plotter (\$2,500), and Vehicle for new Code Enforcement Manager (\$19,800)

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, AUGUST 7, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

Mayor Cloudman called the meeting to order at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Sam Neal, Generations pastor at First Assembly DeLand Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk - Auditor; Jason Umberger, Police Chief; Michael Vazquez, Division Chief, Fire Administration; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Chad Gamble, Public Services Director; Carol Kuhn, Planning Director; Deborah Glick, Land Development Manager; Mark Hayward, Human Resources Director; Raymond Bahrami, City Engineer; members of the public and press.

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2023-2024, Blue Lake Woods Street Lighting District

Mayor Cloudman opened the public hearing.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

2. Resolution Certifying and Adopting Assessment Roll for 2023-2024, Fiscal year Glenwood Springs Street Lighting District

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PRESENTATIONS

1. Presentation re Firefighter Promotion, Adam Bruce to Engineer

Chief Allen announced the celebration of Adam Bruce being promoted to Engineer. Engineer Bruce was pinned by his father, retired Lieutenant, Roy Bruce.

CONSENT AGENDA

1. Resolution re Surplus Equipment
2. Resolution Approving Sole Source Purchase of a New Pierce Saber Fire Engine and a New Pierce Fire Ladder Truck
3. Consideration re Contract with the Cigna Dental Group for FY 2023-2025
4. Consideration re New Ground Lease Agreement, Aero Affinity Holding, LLC
5. Consideration re Change Order No. 1, 2022 Water Main Improvements
6. Consideration re Recommended Short List of Civil & Transportation Engineering, Final Plat and Site Plan Review Services Consultants
7. Consideration re Utility Service Agreement and Fair Share Agreement for Oak Hammock Reserve Subdivision
8. Consideration re Award of Bid, West Hubbard Avenue and South High Street – Stormwater
9. Consideration re Task Order Assignment, Professional Property Acquisition Services
10. Consideration re FDEP Resilient Florida Planning & Implementation Grant Writing Services Contract with Halff Associates, Inc
11. Consideration re Emergency Sanitary Sewer Manhole Repair at Brandywine
12. Consideration re Approval of Yardly DeLand Proportionate Fair Share Agreement
13. Consideration re Lakewood Park Proportionate Fair Share Agreement

Commissioner Kevin Reid pulled consent agenda item 3.

Mayor Cloudman pulled consent agenda item 5.

Vice Mayor Paiva made a motion to approve consent agenda items 1, 2, 4, and 6-13 on the consent agenda. Commissioner Davis seconded the motion, which carried by a unanimous vote.

14. Commissioner Reid claimed a conflict of interest with Consent Item #3, Consideration re Contract with the Cigna Dental Group for FY 2023-2025, as follows:

I, Kevin Reid, hereby disclose that on August 7, 2023,

(a) A measure came or will come before my agency which (*check one*)

_____ inured to my special private gain or loss;
_____ inured to the special gain or loss of my business associate, _____;
_____ inured to the special gain or loss of my relative, _____;
_____ inured to the special gain or loss of Brown and Brown, by whom I am retained; or
_____ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest I the measure is as follows:

Consent Agenda Item #3, Consideration re Contract with the Cigna Dental Group for FY 2023-2025

I am an employee of Brown & Brown.

Mayor Cloudman announced consent agenda item 3.

Vice Mayor Paiva made a motion to approve consent agenda item 3. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Mayor Cloudman was pleased to recognize this project being fast-tracked since funding became available through the infrastructure program.

Vice Mayor Paiva made a motion to approve consent agenda item 5. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

BOARD APPOINTMENT

1. Consideration re Appointment to the downtown Community Redevelopment Agency (CRA)

Ella Ran, 112 South Woodland Boulevard, spoke to the City Commission about her desire to continue to serve the community.

Vice Mayor Paiva made a motion to appoint Ella Ran to the Downtown Community Redevelopment Agency (CRA). Commissioner Davis seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Justin Buccolo, 610 North Garfield Avenue, spoke in support of keeping the historical Live Oak tree that stands in the way of the Paiva Greenway Trail and has been earmarked for removal.

Jessica Buccolo, University Terrace Neighborhood resident, advocated for preserving the historical Live Oak Tree on the 600 block of North Garfield Avenue. She presented photographs of the tree and a petition.

Mary Selter, 425 East Oakdale Avenue, spoke about preserving the historical Live Oak Tree on the 600 block of North Garfield Avenue. She said the tree is special, with a huge gorgeous canopy.

Michael Pleus, City Manager, stated during design of the Greenway Trail, the desire of the City was to preserve that tree. The adjacent property owner was approached and asked for an easement but he said no at the time. Since this has come up, the property owner agreed to meet with the City Manager and the City Engineer last Thursday. While an agreement has not been reached, the meeting was good and a price has to be determined for the easement necessary to provide for the preservation of the tree.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 30 Related to Utilities

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 30 "UTILITIES" OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND BY AMENDING SECTION 30-21 "PHYSICAL CONNECTION CHARGES"; AMENDING SECTION 30-27(b)(7) TO HARMONIZE THE DEFINITION OF SINGLE-FAMILY HOME; AMENDING SECTION 30-29(e) TO REMOVE THE CUSTOMER INTEREST CREDIT ON UTILITY DEPOSITS; AND AMENDING SECTION 30-47(a)2(b) TO REVISE THE Ph REFERENCE PER DIRECTION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR

CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reed	YES
Mayor Cloudman	YES

2. Resolution Approving CPI Adjustment to Solid Waste and Recycling Rates

Mr. Pleus noted that Skip McCall, Government Contracts Manager of GFL, was present to answer questions.

Commissioner Davis asked if any complaints were reaching the office of Skip McCall. Mr. McCall said they have noticed recently that getting the carts shipped in during the last few months has been challenging. A large order has been received, and GFL now has a large inventory of the carts. Mr. McCall addressed the customer support services. The problem experienced right after Waste Pro's transition to GFL was rectified. There were some additional questions and answers regarding GFL services.

Vice Mayor Paiva made a motion to approve the CPI Adjustment to Solid Waste and Recycling Rates. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

3. Consideration re Appointment of City Commission Representative to a Selection Committee for Utility Engineering and Surveying Consultants

Commissioner Davis asked about the purpose of the committee and the timeline. Mr. Bahrami, City Engineer, explained the process and timeline. Mr. Elkind advised that under State Procurement Laws, if the cost of the process exceeds a certain threshold, then the continuing contracted engineers may not be used.

Vice Mayor Paiva made a motion to appoint Commissioner Kevin Reed as a representative to a Selection Committee for Utility Engineering and Surveying Consultants. Commissioner Davis seconded the motion, which carried by a unanimous vote.

4. Consideration re Modification of the Airport Advisory Committee By-Laws

Vice Mayor Paiva made a motion to approve changes to the Airport Advisory Committee By-Laws. Commissioner Davis seconded the motion, which carried by a unanimous vote.

5. Change of Meeting Date, Labor Day Holiday

Commissioner Davis made a motion to reschedule the Monday, September 4, 2023, regular City Commission meeting to **Wednesday, September 6, 2023**. Vice Mayor Paiva seconded the motion, which carried by a unanimous vote.

6. Request to Schedule Closed/Executive, Attorney-Client Session

Mr. Elkind explained that an appeal of the zoning hearing has been filed and since there is a case number and pending litigation, the City Commission is entitled to hold a shade meeting under the Sunshine Law.

Vice Mayor Paiva made a motion to schedule a closed attorney/client session in the matter of *Glasshouse Square, LLC. Vs. City of DeLand*, to be scheduled on August 21, 2023, at 6:30 p.m. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

CITY MANAGER REPORT

Mr. Pleus reported on the following:

- Acquisition of easement from Dr. Visconti for the preservation of the historic Live Oak Tree located in the 600 block of North Garfield Avenue.
- Volusia County Council Agenda Item to explore various options with the ECHO millage rate, explaining the options that would impact the City of DeLand. He suggested sending a letter.
-

CITY ATTORNEY REPORT

Mr. Elkind reported on the following:

- Marijuana Dispensaries, legalizing medical marijuana and the local government the option to either prohibit dispensaries anywhere within the City or if a jurisdiction wishes to allow them, they need to be located anywhere that a pharmacy would be allowed. Commissioners Kevin Reid, Dan Reed, and Vice Mayor Paiva were comfortable with moving forward. Commissioner Davis thought there should be limitations. She requested additional data and an opportunity for the City Commission to have additional dialogue with regard to marijuana dispensaries.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Commissioner Kevin Reid talked about everyone heading back to school.

Commissioner Davis shared comments which included the successful backpack giveaway event. She also mentioned the DeLand and Greater West Volusia Chamber of Commerce Appreciation Legacy Event, and recent ribbon-cutting events.

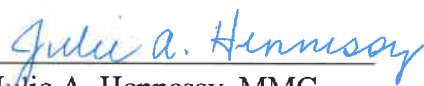
Commissioner Dan Reed had nothing additional to report.

Vice Mayor Paiva had nothing additional to report.

Mayor Cloudman shared comments about recent and upcoming events. He also made announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:25 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JULY 17, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Johnny Long, First Baptist Church of DeLand, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Absent
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Justin Desy, Division Chief - Operations; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Rick Hall, Parks & Recreation Director; Ray Underwood, Public Works Director; Ray Bahrami, Deputy Public Services Director/City Engineer; Jim Ailes, Deputy Public Service/Utilities Director; Carol Kuhn, Planning Director; Kendall Story, Senior Planner; Belinda Willams-Collins, Senior Planner/Historic Preservation; Deborah Glick, Land Development Manager; Greg Whidden, IT Director; Mark Hayward, Human Resources Director; Chris Graham, Community Information Manager, and members of the public and press.

PRESENTATIONS

1. Resolution No. 2023-39, Honoring the Retirement of Jarrod E. Maddox

Jarron E. Maddox was unable to attend. The Resolution will be presented at a later time.

2. Employee Years of Service Awards

Ofc. Richard Cody, Police Department, was unable to attend and receive his plaque of recognition.

Vice Mayor Paiva presented a plaque to James Levi, Jr., Utilities Department, recognizing and appreciating fifteen (15) years of service in the City of DeLand.

CONSENT AGENDA

1. Resolution re: Surplus Equipment
2. Resolution Approving Emergency Purchase of Chillers for Police Department
3. Consideration re: Change Order No. 1, DeLand Fairgrounds New Water Supply Wells Design & Bidding

Vice Mayor Paiva made a motion to approve Consent Agenda Items 1-3. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

There were none.

NEW BUSINESS

1. First Reading of Ordinance Annexing 2.2793 Acres of Property, Located Southeast of East Haven Road, West of South Garfield Avenue

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING TWO PARCELS OF LAND TOTALING APPROXIMATELY +/- 2.2793 ACRES OF PROPERTY LOCATED SOUTHEAST OF EAST HAVEN ROAD, WEST OF SOUTH GARFIELD AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, gave the staff presentation.

The public hearing was closed.

Vice Mayor Paiva made a motion to adopt the Ordinance upon first reading. Commissioner Davis seconded the motion, which carried by a unanimous vote.

2. Resolution Approving Final Plat, Beresford Woods Phase 3 Subdivision

Belinda Williams-Collins, Senior Planner/Historic Preservation, gave the staff presentation.

Vice Mayor Paiva made a motion to adopt the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

3. Resolution Approving Final Plat, Beresford Woods Phase 2 Subdivision

Ms. Williams-Collins gave the staff presentation.

Vice Mayor Paiva made a motion to adopt the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

4. Resolution Approving Class IV Site Plan, Meadowlea Village Phases 4-5

Ms. Williams-Collins gave the staff presentation. She outlined all of the details with regard to the Planning Board's recommendations pertaining to points of access.

Vice Mayor Paiva made a motion to adopt the Resolution. Commissioner Davis seconded the motion, which carried by a unanimous vote.

5. Resolution Approving the DeLand 2050 Vision Plan Update

Carol Kuhn, Planning Director, gave the staff presentation.

Vice Mayor Paiva made a motion to approve the 2050 Vision Plan Update. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

6. Resolution Setting the Proposed Millage Rate for Fiscal Year 2023-2024

Michael Pleus, City Manager, stated that each year, the City Commission must adopt a proposed millage rate to be published in the TRIM notice in August. This approval would include the tentative millage rate and let taxpayers know the dates, times, and locations of future public hearings.

City Commissioners commended staff on a job well done working through the budgetary process.

Vice Mayor Paiva made a motion to approve the proposed millage rate for fiscal year 2023-2024. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

7. Consideration re: First Amendment to Lease, 417 South Palmetto Avenue (The Bridge)

Mr. Pleus presented items 7 and 8, which are connected because the first is the home house and part of the property purchased to build the bridge. He thanked Savannah-Jane Griffin, Executive Director at The Neighborhood Center of West Volusia, for being present to answer any questions. Mr. Pleus said item 8 is the bridge, and The Neighborhood Center of West Volusia manages the bridge. They submit an annual budget to the City each year that is incorporated into the City's budget to help pay operating costs for the bridge.

Ms. Griffin stated that the home house accommodates five individuals. Since the partnership's inception, over twenty individuals have resided at the home house. She discussed data on the initiative and the services offered to residents to help them move on to positive destinations. Ms. Griffin talked about the benefits brought to the City of DeLand through the program.

Mr. Pleus mentioned that Ms. Griffin has been working with him on the SMART program, where the City was part of a pilot program to move people to the Stewart Marchman Act Center rather than incarcerating them. Ms. Pleus said staff continues to work on a City of DeLand pilot program and will be looking for financial support or partnerships for the future. He hopes that he and Ms. Griffin will have the opportunity to present at the next West Volusia Summit in preparation for forwarding the program to the legislative delegation.

Commissioner Davis asked about the initial outreach to get private partners. Mr. Pleus said there are some who have not completed their five-year commitments. Individuals who have already pre-paid are being asked to continue funding The Bridge.

Vice Mayor Paiva made a motion to approve the First Amendment to Lease, 417 South Palmetto Avenue. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

8. Consideration re: First Amendment to City of DeLand Homeless Services Day Center and Shelter Management Agreement (The Bridge)

Vice Mayor Paiva made a motion to approve the First Amendment to City of DeLand Homeless Services Day Center and Shelter Management Agreement. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – Mayor Cloudman gave a report.
2. Report re River-to-Sea TPO – Mayor Cloudman gave a report.
3. Report re River of Lakes Heritage Corridor – Commissioner Dan Reed stated there was no meeting.

CITY MANAGER REPORT

Mr. Pleus reported as follows:

- Jackson Lane Park
- Status update about action the City of Lake Helen had taken concerning the proposed Auto Mall Development where the City of DeLand filed suit to challenge Lake Helen's annexation of some of the property. Mr. Elkind gave an update concerning the settlement agreement, which remains in effect.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Commissioner Davis had nothing to report.

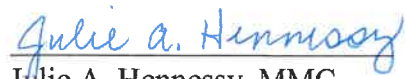
Commissioner Kevin Reid had nothing to report.

Commissioner Dan Reed had nothing to report.

Mayor Cloudman made comments and announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:22 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JULY 5, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Angelo Parra, Central Florida Freethought Community, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Roberts	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia Hewitt, Deputy City Clerk; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Heidi VanEtten, Assistant Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Chris Graham, Community Information Manager; Vicki Karr, Community Information Specialist; members of the public and press.

PRESENTATIONS

1. Introduction of Two new Police Officers – Conor Newton and Christopher Renda

Chief Umberger introduced the two newest Police Officers on the DeLand Police Force. He shared a brief biography for each of the new officers.

John Newton, Conor Newton's father, pinned his badge.

Leonard Renda, Christopher Renda's father, pinned his badge.

The City Commission welcomed Officer Newton and Officer Renda.

2. Fire Department Badge Pinning Ceremony: Morgan Fambrough, Malik Alexander-Dunham and Julen Fernandez

Chief Allen announced the new officers have been through one year of probation, during which time they have completed numerous tests. They will start paramedic school in January.

Morgan Fambrough was pinned by her parents, Rusty and Brenda Fambrough.

Malik Alexander-Dunham was pinned by his mother, Natasha Alexander.

Julen Fernandez was pinned by his father, Jose Fernandez.

The City Commission congratulated the firefighters.

3. Resolution No. 2023-38, Honoring the Retirement of Firefighter John O'Connor

Commissioner Davis read Resolution No. 2023-38 and Vice Mayor Paiva presented the Resolution to Engineer John O'Connor.

RESOLUTION NO. 2023-38

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO FIREFIGHTER JOHN C. O'CONNOR UPON HIS RETIREMENT AFTER 20 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, John C. O'Connor has dedicated his career to the safety and protection of our community, and after over 20 years of serving well and faithfully as a member of the DeLand Fire Department has announced his retirement as of June 30th, 2023; and

WHEREAS, John C. O'Connor began working for the City of DeLand Fire Department as a Firefighter on November 22nd, 2002; and was promoted to the rank of Engineer on December 9th, 2006; and

WHEREAS, during his career, John completed various courses to enhance his career skills and diligently worked to promote life safety in our community. John maintained state certification as a Certified Firefighter and Emergency Medical Technician in addition to certification as a Confined Space Rescue Technician, Rope Rescue Technician, Vehicle and Machinery Rescue Technician, Trench/Excavation Rescue Technician and as a CPR Instructor; and

WHEREAS, John was a valued shift member that assisted with mentoring and training junior firefighters assigned to his shift, ensuring they were prepared for all emergency and non-emergency responses within the City of DeLand and surrounding communities. John truly embodied what it meant to be the “Senior Man”; and

WHEREAS, John O’Connor has distinguished himself with his professional leadership skills and performance as a Firefighter, and he has justly earned the respect, admiration and high regard of his fellow peers, as well as that of the citizens of his community.

WHEREAS, NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. That the City Commission of the City of DeLand does hereby honor John O’Connor for his 20 plus years of service to the City and for the faithful, diligent, and responsible manner in which he performed his duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City’s thanks and appreciation to Engineer John O’Connor.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 5th day of July, 2023.

/s/ Chris Cloudman

Mayor

Attest:

/s/ Julie A. Hennessy

City Clerk-Auditor

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Davis seconded the motion, which carried by a unanimous vote.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment
2. Resolution Approving the Support of Implementation of State Road 472 Signalized Intersection
3. Consideration re Utility Service Agreement for the Yardly DeLand Crossing
4. Consideration re Automatic Aid Interlocal Agreement between Orange City, Deltona, and DeLand

5. Consideration re Renewal to Deltona, Orange City and DeLand Fire Department Technical Rescue Team Agreement

Vice Mayor Paiva made a motion to approve items 1-5 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Alex Ford, Attorney, 145 E Rich Avenue, stated the City Commission still has an opportunity to reconsider the Glass House project. He asked the commission to reconsider. There was no motion to reconsider the project.

Stephen Chuzas, 414 West Howry, addressed the City Commission about a golf cart program that would inspect the carts and allow more golf cart use in the downtown area. Mayor Cloudman said the City has a golf cart ordinance in place that authorizes golf cart use on city roads. Mr. Elkind said there is a graphic published by the Florida Department of Highway Safety and Motor Vehicles, that explains the difference between low-speed vehicles and golf carts. He said the City of DeLand does have an ordinance and inspection program that is consistent with the state statute that gives local governments the authority to allow golf carts on certain streets. In order to allow golf carts, a study has to be conducted by the Police Department to determine safety and signage has to be provided as required by the state. He said part of the problem with the DeLand downtown area is that there are major state roads that may have to be crossed for a golf cart to get into the downtown area. Mr. Pleus said in looking at allowing golf carts in the past, the state roads did present some challenges. He said if it is the desire of the City Commission, a narrowly defined area that is controlled by the City may be determined and presented for approval. The City currently has an inspection program and registration fee for golf carts.

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-14, Amending Section 33-57.05 of the Code of Ordinances – Tree Replacement Reserve Account

Mr. Elkind, City Attorney, read the Ordinance by title only.

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 33 “LAND DEVELOPMENT REGULATIONS” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND; BY AMENDING SECTION 33-57.05 “PROTECTED TREES REMOVAL AND REPLACEMENT”; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2023-14. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

Vice Mayor Paiva	YES
Commissioner Davis	YES
Commissioner Dan Reed	YES
Commissioner Kevin Reid	YES
Mayor Cloudman	YES

NEW BUSINESS

1. Consideration re Approval of Seven New Caterers for the Sanborn Center

Rick Hall, Parks & Recreation Director, presented the item. He said the committee was recommending the following caterers for the Sanborn Center: Puff and Stuff, Venue 142, John Michaels Events, Magic Occasions, Monica's Comfort Food, River City Catering, and Spring Garden Foods, Inc. (Brian's BBQ).

Commissioner Davis learned a lot through her service on the committee. She stated the committee has discussed and staff will be scheduling a pre-application meeting to explain how to properly submit a proposal to help with the submittal process, which can be difficult for those who have not gone through it previously.

Vice Mayor Paiva thought going to RFP again would be a great idea.

Vice Mayor Paiva made a motion to approve the seven new caterers for the Sanborn Center. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- Budget Workshops begin next week

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hewitt had nothing to report.

CITY COMMISSION

Commissioner Davis reported on her attendance at recent events. She also mentioned that she had spoken with Mr. Pleus about making Juneteenth an employee holiday since it is nationally recognized.

Commissioner Dan Reed shared some comments. He enjoyed the July 4th events.

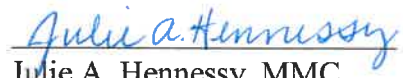
Vice Mayor Paiva spoke about GFL service for bulk-item pick-ups. He suggested additional education for residents.

Commissioner Kevin Reid thanked everyone who planned and facilitated the Firecracker Festival. He also spoke about the demolition of the jailhouse building.

Mayor Cloudman shared comments and made some announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at


Julie A. Hennessy, MMC
City Clerk - Auditor

**City MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JUNE 19, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor t. l. Jackson, DeLand Community Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Absent (Excused)
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Grebosz, Assistant City Manager; Darren J. Elkind, City Attorney; Julia Hewitt, Deputy City Clerk; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Dan Stauffer, Finance Director; Chad Gamble, Public Services Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Deborah Glick, Land Development Manager; Chris Graham, Community Information Manager, and members of the public and press.

PRESENTATIONS

1. Proclamation, DeLand Elks Lodge #1463 Day

Vice Mayor Paiva read the Proclamation, and Commissioner Kevin Reid presented the Proclamation celebrating the 100th Anniversary of the DeLand Elks Lodge #1463.

2. Presentation re: Winter Wonder DeLand

Chris Graham, Community Information Officer, was joined by Melisa Reed and Stephanie Mullins from Main Street DeLand. He presented some updates proposed for the Winter Wonder DeLand

INTERNATIONAL SPEEDWAY BOULEVARD FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S HIGHWAY COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-11. Commissioner Dan Reed seconded the motion, which was carried by a unanimous vote, 4-0. Commissioner Davis was not present.

3. Second Reading of Ordinance No. 2023-12, Changing the Zoning from Volusia County B-3/B-4CA (General Commercial) to City of DeLand C-2 (General Commercial), for Approximately 2.32 Acres of Property Located at 210 and 230 East International Speedway Boulevard (First Reading 4-17-2023)

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S B-4/B-4CA, GENERAL COMMERCIAL TO CITY OF DELAND'S C-2 GENERAL COMMERCIAL ON PROPERTIES LOCATED AT 210 AND 230 EAST INTERNATIONAL SPEEDWAY BOULEVARD, MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing. The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-12. Commissioner Dan Reed seconded the motion, which was carried by a unanimous vote, 4-0. Commissioner Davis was not present.

4. Second Reading of Ordinance No. 2023-13, Amending Section 33-91.03 of the Code of Ordinances re: Indoor Parking Requirements in the Core Gateway District

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 33-91.03 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATED TO INDOOR PARKING REQUIREMENTS IN THE CORE GATEWAY DISTRICT; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind presented the background, which led to the request to amend Section 33-91.03 of the Code as it pertains to indoor parking requirements in the Core Gateway District. Mayor Cloudman said this amendment would allow affordable housing developers not to construct a garage or carport on the home in the core gateway district.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-13. Commissioner Kevin Reid seconded the motion, which was carried by a unanimous vote, 4-0. Commissioner Davis was not present.

NEW BUSINESS

1. First Reading of Ordinance Amending Section 33-57.05 of the Code of Ordinances – Tree Replacement Reserve Account

Mr. Elkind read the ordinance by title only.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 33 “LAND DEVELOPMENT REGULATIONS” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND BY AMENDING SECTION 33-57.05 “PROTECTED TREES REMOVAL AND REPLACEMENT” PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind explained the request for an amendment to the Code of Ordinances as it pertains to the tree replacement reserve account. Dan Stauffer, Finance Director, stated that putting the tree replacement funds in a special revenue fund will decrease fluctuation in the general fund.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by a unanimous roll call vote, 4-0. Commissioner Davis was not present.

2. Consideration re: City of DeLand and Burke Construction Group Settlement

Mr. Elkind presented a summary of the problems that arose along the way during improvements to the Melching Field. He said the contractors used recycled crushed concrete instead of rock. The concern was that the sediments would negatively impact the system in a way that may eventually require excavation and new rock installation. Chad Gamble, Public Services Director, provided additional details about the situation.

Mr. Reid asked about the warranty for the construction job. Mr. Elkind said there is a function of how much time goes by before a warranty claim is filed. In theory, a problem with the work that comes up after the punch list items are done is a warranty claim. He stated that by making this payment in accordance with the settlement agreement, the city is waiving any warranty claims against Burke Construction.

Vice Mayor Paiva made a motion to approve the City of DeLand and Burke Construction Group Settlement payment. Commissioner Dan Reed seconded the motion, which was carried by a unanimous vote of 4-0. Commissioner Davis was not present.

3. Consideration re: Country Pure Payment Agreement

Mr. Gamble presented a summary of the Country Pure Payment Agreement. The City staff wanted to receive a substantial payment within the current fiscal year to account for charges booked this fiscal year from the utility fund.

Mayor Cloudman felt the payment offer was a good compromise toward keeping a long-term business in the community.

Commissioner Kevin Reid commented that because there were still improvements that would be necessary at the plant, that there would be potential for additional surcharges. He asked if this agreement negated anything in the future, and Mr. Gamble said no. He said the 2023 calendar year brought back the plant's performance to within its historical operating parameters. He said that getting the plant back into a properly functioning facility required significant capital investment. Mr. Gamble said this agreement would cause fines to be paid in cash to the City Utility Fund in the amount of \$505,373.46, and require the same amount of long-term and short-term improvements to CP's on-site treatment processes.

Vice Mayor Paiva made a motion to approve the County Pure Payment Agreement. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, 4-0. Commissioner Davis was not present.

4. Consideration re: Designating Voting Delegate for Florida League of Cities Annual Meeting

Vice Mayor Paiva made a motion to appoint Mayor Cloudman as the voting delegate for the Florida League of Cities Annual Meeting. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, 4-0.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – Mayor Cloudman said there was no meeting.
2. Report re River-to-Sea TPO – Mayor Cloudman gave a report.
3. Report re River of Lakes Heritage Corridor – Commissioner Dan Reid gave a report.

CITY MANAGER REPORT

Mr. Grebosz reported on the following:

- Utility Building Ground Breaking Ceremony
- Pedestrian Upgrades along Woodland
- Firecracker Festival
- Letter from Volusia County about Veteran's Memorial Parkway Extension options

CITY ATTORNEY REPORT

No report given.

CITY CLERK REPORT

No report given.

CITY COMMISSION

Commissioner Dan Davis mentioned some market lights are out at Georgia Avenue. Mr. Grebosz will research what the agreement states in terms of maintenance/replacement. Commissioner Kevin Reid had nothing to report.

Vice Mayor Paiva had nothing to report.

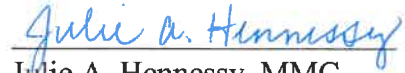
Mayor Cloudman noted recent vetoes made by the Governor. He said the request for \$500,000 to help with the operations of the Bridge was one of the items cut out of the budget. He said this is

something the City Commission will need to look at because of the agreement with Volusia County, which requires the City of DeLand to assist with fully funding the facility.

Mayor Cloudman asked Commissioners to reply to invites they receive from the DeLand Chamber of Commerce.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:24 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Consideration re Utility Service Agreement for STOR-IT Self Storage.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Stor-It Self Storage USA 2023 (002)

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

STOR-IT Self Storage commercial business will be located to the southwest of the intersection of State Road 44 and Lake Winnemissett Drive in DeLand. The proposed commercial storage business will provide 522 separate storage rental units onsite. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the city will receive water and impact fees and ongoing utility revenue from the commercial business once construction is completed at buildout.

RECOMMENDATION:

Staff recommends that the City Commission approve the Utility Service Agreement for STOR-IT Self Storage.

BACKGROUND/DISCUSSION:

n/a

**UTILITY SERVICE AGREEMENT
FOR
STOR-IT SELF STORAGE**

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the City of DeLand (City) and Vanacore Holdings, LLC (Developer) regarding utility service for the, Stor-It Self Storage project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located to the southwest of the intersection of State Road 44 and Lake Winnemissett Drive DeLand, FL and described as:

TAX PARCEL NUMBERS
701111120040

13-17-30 LOT 4 EXC PART IN HWY & EXC ROW PARCEL 110 AS DESCRIBED IN OR 8401 PG 3692 MEAS 659.94 FT ON N/L & MEAS 37 FT ON E/L BLK 12 WINNEMISSETT PARK MB 1 PG 143 PER OR 4186 PGS 2740-2741 PER OR 5555 PGS 3872-3873 PER OR 8280 PG 0265

Section 2. Service conditioned on construction and acceptance of systems. No water, wastewater or reuse service shall be provided to any part of the property, and no connections to such systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications and the City has accepted the conveyance of the systems in writing. The Developer shall apply in writing to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- Connection to the existing 8" water main with an 8" X 8" X 8" stainless steel tapping sleeve, two 8" Gate Valves, one 2" Gate Valve and approximately 65 LF +/- of 8" HDPE pipe and approximately 50 LF +/- of 8" PVC pipe.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

All onsite piping, sewer lines, and hydrant will be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner. The City will maintain the water main up to the 2" and 8" backflow devices.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer's engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

Section 10. Uninterrupted supply not guaranteed. The City does not guarantee an uninterrupted supply of water or reuse at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. The City reserves the right to shut off the water in its mains temporarily for necessary purposes. The City shall not be responsible for any damage caused by low pressure, interruption of service or variations in water quality or content.

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and

fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 12. Reimbursement for oversizing of off-site improvements. This Section Not Used

Section 13. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. This service agreement, and any charges contained in this agreement, is based on normal domestic sewage, defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water which contains more than these amounts is to be admitted to the sewers the City and all other pollution control agencies must specifically agree to the connection and an additional charge shall be imposed in accordance with City regulations.

Section 14. Developer to obtain permits. The Developer shall obtain all governmental approvals, licenses and permits necessary for the design, routing, construction, connection and use of the water, wastewater and reuse systems to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

Section 15. Service of other properties. The City reserves the right to service other properties through the facilities conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reuse facilities to any other area.

Section 16. Default by Developer. The Developer's failure to carry out any provision in this agreement shall relieve the City from its obligation to provide water, wastewater or reuse service to the property.

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed Stor-It Self Storage, Developer agrees to sign a covenant to support annexation to the City of DeLand. This covenant shall be recorded and shall be binding upon all successors and assigns.

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

Vanacore Holdings, LLC

CITY OF DELAND

Name: _____
Title: _____

Christopher M. Cloudman
Mayor

ATTEST:

ATTEST:

Name: _____
Secretary

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by _____, the _____ of Vanacore Holdings, LLC who is ☐ personally known to me or ☐ who has produced, _____ as identification.

Notary Public - State of Florida

Name: _____
My Commission expires: _____

Contact Information:

OWNER/DEVELOPER:

VANACORE HOLDINGS, LLC
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386)677-6891 FAX (386)677-2114
EMAIL: info@parkermynchenberg.com

SURVEYOR:

A1A SURVEYING
DAVID McMILLIEN
555 W. GRANADA BLVD. SUITE D7
ORMOND BEACH, FL 32174
(386) 238-9231
E: MAIL: david@a1asurveying.com

Utility Contact

WATER & SEWER:

*CITY of DELAND UTILITY DEPARTMENT
James Ailes, Utilities Director
1101 S. Amelia Ave.
DeLand, Florida 32724
Phone: (386) 626-7250
Fax: (386) 740-6851
ailesj@deland.org*

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Consideration re Grant of Easement to Duke Energy, DeLand Airport PAPI Site to Runway 30.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: Map of Work Area, Duke Easement - Airport - Skydive DeLand

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The attached easement, if approved, will allow Duke Energy to install new underground primary power to the FAA owned airfield PAPI (Precision Approach Path Indicator) system located on Runway 30. Duke Energy will not supply power without this easement. Once the power lines and related infrastructure is installed, the City will survey the lines, etc. and provide a written sketch and legal description, with which a final easement document will be prepared which includes the surveyed sketch and description. Approval of this item authorizes the Mayor, with the consent of the City Engineer, to execute the final easement document without the need for further action by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Granting this easement to Duke Energy has no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached easement granting Duke Energy the right to install new power service to the FAA owned airfield PAPI system located on Runway 30.

BACKGROUND/DISCUSSION:

Staff notes that the subject documents are “blanket easements” which allow Duke Energy to run its lines anywhere on the parcels. The documents provide, however that they can be replaced with “descriptive easements” each of whose width will be five feet on either side of the power lines installed.

USP:

SAFETYFirst

PERSONAL ACCOUNTABILITY

ACTIVE CARING

HAZARD RECOGNITION

USP:

USP:

USP:

USP:

Safety Reminders / Adverse Conditions

? FOLLOW PEOPLE MUST BE PRESENT WHEN ON SIGHT

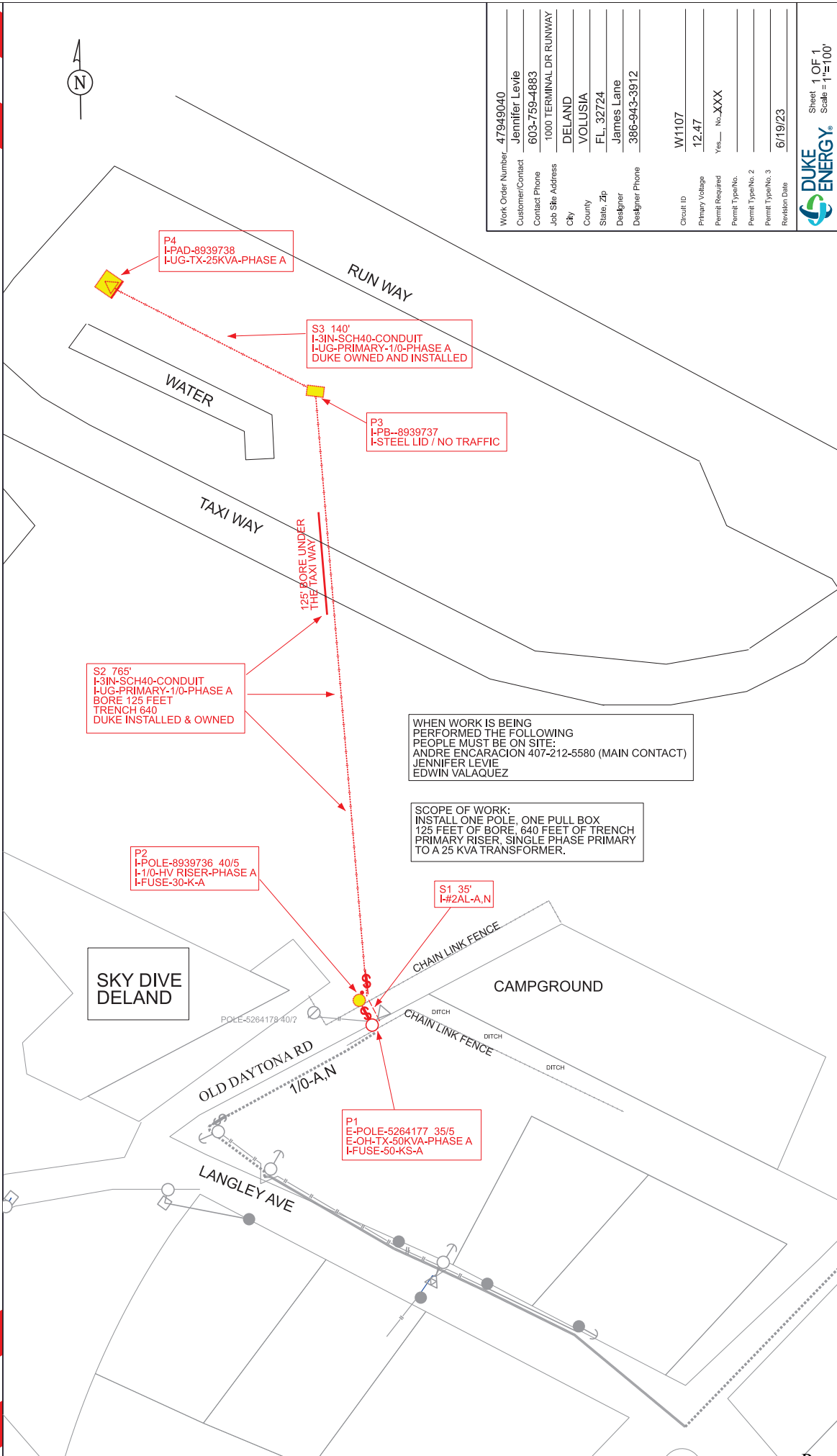
? ANDRE ENCARNACION (MAIN CONTACT) 407-212-5580

? JENNIFER LAVIE

? EDWIN VELAZQUEZ

GPS / 29.063367, -81.278189

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Volusia County, FL
Work Order #: 47949040
Job Site Address: 1000 Terminal Drive Runway
DeLand Municipal Airport

TEMPORARY CONSTRUCTION EASEMENT TO DUKE ENERGY

THIS TEMPORARY EASEMENT (“Easement”) from **CITY OF DELAND, a Florida municipal corporation**, whose mailing address is 120 S. Florida Avenue, DeLand, Florida 32720 (**“GRANTOR,”** whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (**“GRANTEE”**);

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the temporary right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00-foot-wide Easement Area lying five feet (5.00’) on each side of **GRANTEE**'s Facilities to be installed in the location(s) shown and depicted on Exhibit “A” attached hereto.

Tax Parcel Number: 6034-02-00-0020

THIS EASEMENT WILL BE REPLACED with a Descriptive Easement five feet (5.00’) on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by the **GRANTOR** within ninety (90) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within ninety (90) days after completion of installation, **GRANTEE** will record this easement.

THE RIGHTS HEREIN GRANTED to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the

Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. **GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

THE FACILITIES BEING INSTALLED BY GRANTEE ARE LOCATED WITHIN AN ACTIVE AND REGULATED AIRFIELD. GRANTEE MAY NOT ENTER THE AIRFIELD WITHOUT PRIOR NOTICE TO AND COORDINATION WITH GRANTOR'S AIRPORT MANAGER OR HIS DESIGNEE.

THIS EASEMENT SHALL NOT be recorded in the Official Records of Volusia County unless **GRANTOR** does not provide the required sketch of description as provided above, although the **GRANTEE** may record the Descriptive Easement (Permanent Easement) at its discretion.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ___ day of July, 2021, and is effective as of the Effective Date herein.

ATTEST:

GRANTOR:CITY OF DELAND

By: _____
Christopher M. Cloudman
Mayor - Commissioner

By: _____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

By: _____
Darren J. Elkind, City Attorney

Return To: Duke Energy Florida, Attn: Harley Sanwick
2166 Palmetto St.
Mail Code: CW Eng
Clearwater, FL 33765

GPS / 29.063367, -81.278189

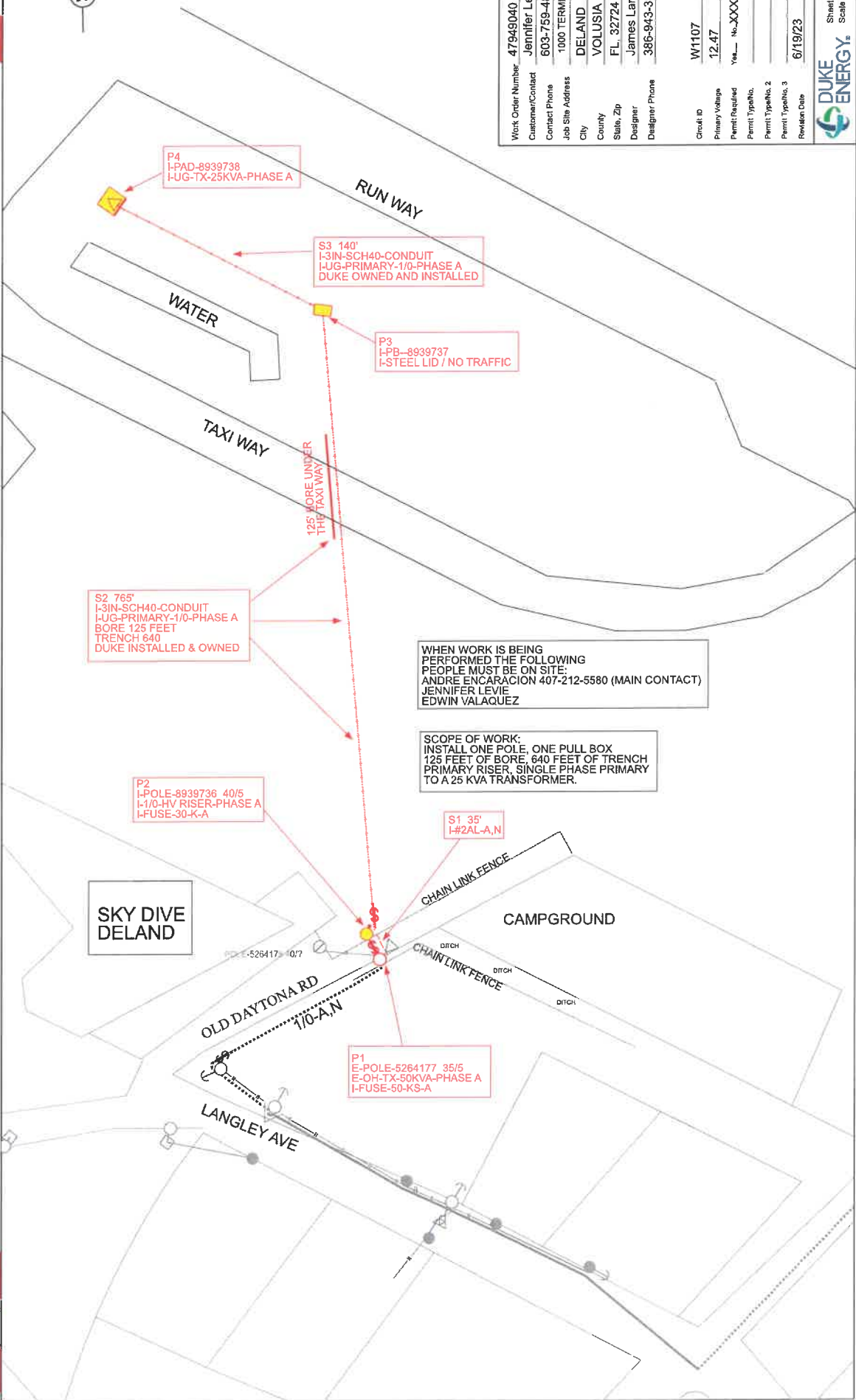
Safety Reminders / Adverse Conditions
?: FOLLOW PEOPLE MUST BE PRESENT WHEN ON SIGHT
?: ANDRE ENCARNACION (MAIN CONTACT) 407-212-5580
?: JENNIFER LAVIE
?: EDWIN VELAQUEZ



USP: SAFETYFirst
USP: PERSONAL ACCOUNTABILITY
USP: ACTIVE CARING
USP: HAZARD RECOGNITION

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

EXHIBIT A



Work Order Number	47949040
Customer/Contact	Jennifer Levie
Contact Phone	603-759-4883
Job Site Address	1000 TERMINAL DR RUNWAY
City	DELAND
County	VOLUSIA
State, Zip	FL 32724
Designer	James Lane
Designer Phone	386-943-3912
Circuit ID	W1107
Primary Voltage	12.47
Permit Required	Yes
Permit Type/No.	No XXX
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	6/19/23

DUKE ENERGY
Sheet 1 OF 1
Scale = 1"=100'

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Consideration re Subordination Agreement, Laugh and Learn Preschool, LLC.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Subordination Agreement

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

The City Commission approved the Assignment and Assumption of Ground Lease Agreement by Awakening Potential, LLC to Laugh and Learn Preschool, LLC on December 4, 2023 for the Ground Lease Agreement dated April 1, 2019, between the City of DeLand and Stepping Stones Childcare and Preschool, Inc., which Ground Lease Agreement was subsequently assigned to Awakening Potential, LLC on October 21, 2019.

Laugh and Learn Preschool, LLC has entered into financing arrangements in Mainstreet Community Bank which requires the execution of the attached Subordination Agreement. The Subordination Agreement does not limit the City's ability to evict the tenant in the unlikely event that the tenant defaults under the terms of the lease, but it does provide the bank with the opportunity to step into the tenant's place and take over making the lease payments.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value job creation.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve and execute the attached Subordination Agreement.

BACKGROUND/DISCUSSION:

N/A

SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into by and between MAINSTREET COMMUNITY BANK OF FLORIDA ("Lender") and CITY OF DELAND ("City"), a municipal corporation.

WHEREAS, LAUGH AND LEARN PRESCHOOL, LLC, a Florida limited liability company, ("Lessee") is Lessee under that certain Ground Lease Agreement dated April 30, 1990, and recorded in Official Records Book 3474 Page 1550-1566 of the Public Records of Volusia County, Florida; and subsequently amended by that First Amendment to Ground Lease dated May 6, 1997; and

WHEREAS, Lessee has entered into an agreement with Lender to finance improvements upon the premises; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. City consents to the above described financing between Lessee and Lender in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00). Said financing shall be consummated on or about December 18, 2023, payable over 5 years. Any extension of the loan will not require a new subordination agreement.

2. In the event of any future default under the above referenced Lease, City agrees to provide Lender with notification of such default by certified mail and further agrees to provide Lender a grace period of thirty (30) days within which to cure such default.

3. City agrees to notify Lender of time, date, and nature of any proposed modifications of said lease to allow Lender to appear before the City Commission to offer input on said proposed modifications.

4. City agrees that in the event Lender shall take possession of the leased premises as a

result of the financing statement, Lender shall have the right to sublease the leased premises under the terms and conditions acceptable to Lender, but that the terms and conditions of any such sublease shall not violate any of the terms of the original lease, as amended.

5. In the event of default by Lessee under the mortgage, promissory note, security agreement and financing documents, Lender agrees to make City a party to any action and City reserves the following rights:

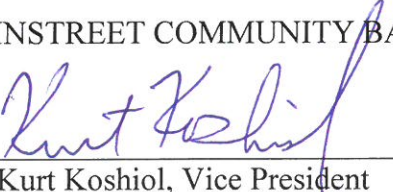
- (a) to be made a party of any such action;
- (b) to receive all proceeds upon sale of the leasehold which shall exceed the amount of any judgment of foreclosure; and
- (c) to bid at any such foreclosure sale.

6. Nothing herein shall constitute a subordination of the City's fee simple to the lien of mortgage, promissory note, security agreement and financing documents, and no foreclosure shall encumber or affect City's title to the property. Except for the deferral during the cure period specified in Paragraph 2 above, nothing herein subordinates or diminishes the City's rights to exercise possessory or other remedies in the event of a default under the lease and amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 2023

Signed, sealed and delivered
in the presence of:

MAINSTREET COMMUNITY BANK OF FLORIDA

By: 
Kurt Koshiol, Vice President

CITY OF DELAND

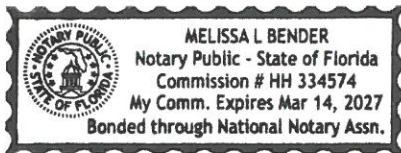
By: _____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

By: _____
Julie A. Hennessy, City Clerk-Auditor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of December, 2023, by Kurt Koshiol, Vice President of Mainstreet Community Bank of Florida who is personally known to me or who has produced his _____ as identification.



Melissa L. Bender
Printed Name Melissa L. Bender
Notary Public, State of Florida
My Commission Expires: 3/14/2027

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Christopher M. Cloudman, as Mayor-Commissioner, of the CITY OF DELAND and JULIE HENNESSY, as City Clerk-Auditor of the CITY OF DELAND, who are personally known to me or who has produced their _____ as identification.

Printed Name _____
Notary Public, State of Florida
My Commission Expires: _____

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Consideration re Assignment and Assumption of Lease Agreement between Schalk Enterprises, LLC to Workman Land Group, LLC.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Assignment and Assumption of Lease, Recognition of Lease Assignment and Assumption

APPROVED BY: Michael Pleus, City Manager, December 13, 2023

SUMMARY/HIGHLIGHT:

Schalk Enterprises, LLC, located at 650 East Summerhill Drive, is selling its building to Workman Land Group, LLC. As part of the sale, Schalk Business Enterprises, LLC has to assign its lease to Workman Land Group, LLC. Also attached is the Recognition of Lease Assignment and Assumption which, if approved, will provide the City's consent to the assignment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This action will have no direct fiscal impact.

RECOMMENDATION:

Staff recommends approval of the Recognition of Lease Assignment and Assumption for property located at 650 E. Summerhill Drive, from Schalk Enterprises, LLC to Workman Land Group, Inc.

BACKGROUND/DISCUSSION:

The Schalk property consists of a warehouse used for manufacturing and parking area. It has been leased to various businesses by Schalk over the years. Schalk is not selling the building. Because the building is located on land leased from the City pursuant to a long term ground lease, Schalk must assign its lease to the buyer in order to effectuate the sale. The entity buying the building is owned by the principals of another successful contracting company located in the DeLand area.

ASSIGNMENT AND ASSUMPTION OF LEASE

SCHALK ENTERPRISES, LLC hereby assigns its rights, title, and interest in and to that certain Ground Lease Agreement dated August 1, 2016, as amended by that certain Lease Amendment dated November 1, 2022, by and between SCHALK ENTERPRISES, LLC and the CITY OF DELAND (the "Ground Lease"), to WORKMAN LAND GROUP, LLC, and WORKMAN LAND GROUP, LLC does hereby accept the assignment of rights, title, and interest in and to said Ground Lease and agrees to be bound fully by all of the terms and conditions of said Ground Lease, from and after the effective date of said Ground Lease and any amendments thereto, as if it were the original lessee.

IN WITNESS WHEREOF, SCHALK ENTERPRISES, LLC has caused these presents to be executed and is duly authorized to execute same.

EXECUTED this 14th day of December, 2023.

Signed, sealed and delivered in
the presence of these witnesses:



Witness Signature

Michael S. Woods
Print Name



Witness Signature

Nisha K. Hosseini
Print Name

SCHALK ENTERPRISES, LLC

By: 

Signature

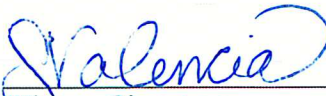
Mark A. Watts, Manager
Print Name and Title

IN WITNESS WHEREOF, LAUGH AND LEARN PRESCHOOL, LLC, has caused these presents to be executed and is duly authorized to execute same.

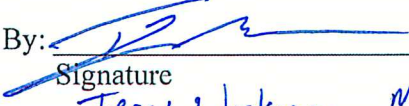
EXECUTED this 12th day of December, 2023.

Signed, sealed and delivered in the presence of these witnesses:

WORKMAN LAND GROUP, LLC


Witness Signature
Sabrina Valencia
Print Name


Witness Signature
Kelly J. Ellis
Print Name

By: 
Signature
Terry Workman, Manager
Print name and title

This Instrument Prepared By:

City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

RECOGNITION OF LEASE ASSIGNMENT AND ASSUMPTION

The City of DeLand, a Florida municipal corporation, does hereby consent to, accept and acknowledge the assignment by Schalk Enterprises, LLC and the assumption thereof by Workman Land Group, LLC of the rights, title, interest, and obligations in and to that certain Ground Lease Agreement dated August 1, 2016, and as amended by that certain Lease Amendment entered into on November 1, 2022, by and between the City of DeLand as Lessor and Schalk Enterprises, LLC., and hereby acknowledges Workman Land Group, LLC's agreement to be bound fully by all of the terms and conditions of said Ground Lease Agreement and any amendments thereto, from and after the effective date of said Ground Lease Agreement, as if it were the original Lessee.

EXECUTED this ____ day of _____, 2023.

CITY OF DELAND, LESSOR

By: _____
Christopher M. Cloudman
Mayor-Commissioner

Address: 120 South Florida Avenue
DeLand, FL 32720

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

This Instrument Prepared By:

City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Second Reading of Ordinance No. 2023-29, Changing the Zoning Amending the DeLand Toyota PD, for +-10.43 Acres of Property, Located at 1701 South Woodland Boulevard, to Amend and Restate DeLand Toyota Planned Development, for the Purposes of Creating One Overall Development Plan with the Addition of a Proposed 8,000 Square Foot Building.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2023-29 , Exhibit A-Legal Description, Exhibit B-DeLand Toyota PD with Exhibits, Z23-034 Concept Plan, Z23-034 Traffic Impact Analysis, Z23-034 Staff Report Amended and Restated DeLand Toyota PD, Z23-034 Aerial, Z23-034 Zoning

APPROVED BY: Michael Pleus, City Manager, December 14, 2023

SUMMARY/HIGHLIGHT:

The entirety of the PD consists of 10.43 acres of property, and on February 22, 2023 the applicant requested to again amend the PD to allow for an 8,000 sq. ft. building to the development. During the staff review, staff found that the original parcel was subsequently divided and this not only created multiple parcels but created several non-conforming situations, such as parcel lines bisecting one of the buildings and setbacks not being met.

In an effort to “clean up” the DeLand Toyota PD, the applicant is amending and restating the PD to encompass all 10.43 acres of property and implement development standards, creating one cohesive property.

At the October 11, 2023, meeting, the Planning Board recommended approval of the amendment.

At the November 20, 2023 meeting, the City Commission approved the amendment on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City’s Strategic Plan under Strategic Focus Area: Institute Smart Growth Principles, community consistent growth is achieved by encouraging the use of Planned Development Agreements for development. By amending and restating this existing Development Agreement, the development standards will be updated and further the City’s smart growth goals.

SUSTAINABILITY:

Encouraging development along key corridors with existing infrastructure and on existing developed sites achieves the City’s sustainability strategies. Further, amending and restating the Development Agreement allows implementation of the City’s Sustainability Action Plan through the updated conditions within.

FISCAL IMPACT:

There is no anticipated fiscal impact to the City with the approval of the PD amendment.

RECOMMENDATION:

It is recommended that the City Commission approve the amended and restated development agreement for this property on second reading.

BACKGROUND/DISCUSSION:

The subject property currently known as Parks DeLand Toyota consists of 5 lots that have been assembled over time. Each time more property was added to the development, the PD was amended to include the new parcel(s). In an effort to consolidate the multiple individual PD amendments, the applicant has submitted a consolidated and restated PD amendment and allow for the addition of an 8,000 square foot structure. A separate site plan for the new structure will be required.

ORDINANCE NO. 2023 - 29

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING AND RESTATING THE DELAND TOYOTA PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 1701 SOUTH WOODLAND BOULEVARD; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 10.43 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Michael Wojtuniak, has filed for an amendment and restated the DeLand Toyota Planned Development (PD) of approximately 10.43 +/- acres of land located at 1701 South Woodland Boulevard, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the subject property consists of 5 lots that have been assembled over time and received zoning approval to rezone to DeLand Toyota PD, Planned Development on January 17, 2012 (Ordinance No. 2012-03); and

WHEREAS, to incorporate new land, the PD was amended on November 16, 2015 (Ordinance No. 2015-13) and again on April 4, 2022 (Ordinance No. 2022-05); and

WHEREAS, the applicant is proposing an amendment and restatement the DeLand Toyota PD for the purpose of creating one overall development plan and allow for the addition of a small building; and

WHEREAS, said rezoning is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the “Code”); and

WHEREAS, the Applicant has submitted an application for the approval of a development plan in order to change certain development standards for the property described in Exhibit “A” (hereinafter the “Property” or the “Project”); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Highway Commercial future land use designation.

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

Section 1. The City Commission has held a public hearing to approve an amendment and restate the DeLand Toyota Planned Development (PD) Agreement of approximately 10.43 +/- acres of land located at 1701 South Woodland Boulevard.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit “A” as DeLand Toyota PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the DeLand Toyota PD, Planned Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan and Development Agreement for DeLand Toyota PD, Planned Development District, shall be amended as per the attached Exhibit “B” which by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City’s Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 9. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of December, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: November 20, 2023
Adopted on second reading: December 18, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

PROPOSED 10.43 ACRE OVERALL REAL PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF THE EAST RIGHT -OF-WAY OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 28, RUN THENCE N 88°D24'44" W ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1170.62 FEET TO ITS INTERSECTION WITH THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), AS NOW LAID OUT; RUN THENCE S00°D07'11" W ALONG SAID EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID P.O.B., RUN S 88°D24'44" E, PARALLEL WITH AND 50.0 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 28, A DISTANCE OF 422.99 FEET TO A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.43°D24'44"E., A CHORD DISTANCE OF 35.36 FEET, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°D00'00"; THENCE S.01°D35'15"W A DISTANCE OF 59.90 FEET TO A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1025.00 FEET, A CHORD BEARING OF S,00°D43'21"W. AND A CHORD DISTANCE OF 30.95 FEET, THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°D43'48" AN ARC DISTANCE OF 30.95 FEET; THENCE RUN S.00°D08'32"E. A DISTANCE OF 314.05 FEET; THENCE RUN S.88°D24'44"E. A DISTANCE OF 258.90 FEET; THENCE LEAVING SAID SOUTH LINE RUN S.00°D13'58"E., 265.60 FEET; THENCE RUN N.88°D24'44"W., 123.56 FEET; THENCE RUN S. 00°D 13'58" E. A DISTANCE OF 210.80 FEET; THENCE RUN S.88°D54'11"E. A DISTANCE OF 20.00 FEET; THENCE RUN S.00°D13'58"E. A DISTANCE OF 403.17 FEET; THENCE RUN N.88°D54'11"W. A DISTANCE OF 206.00 FEET; THENCE RUN N.00°D13'58"W. A DISTANCE OF 527.11 FEET; THENCE RUN N.88°D39'05"W. A DISTANCE OF 60.25 FEET; THENCE RUN N.00°D05'55"W. A DISTANCE OF 180.78 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 122.45 FEET; THENCE RUN N.00°D07'11"E. A DISTANCE OF 100.00 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 215.00 FEET TO A POINT ON THE SAID EAST RIGHT OF WAY LINE FOR U.S. HIGHWAY 17 & 92; THENCE RUN N.00°D07'11"E. ALONG EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 17 & 92, A DISTANCE OF 503.38 FEET TO THE POINT OF BEGINNING; THIS INCLUDES LOTS 9 AND 10, PLUMOSUS PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 44, PAGE 127, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

1 AMENDED AND RESTATED
2 DELAND TOYOTA PLANNED DEVELOPMENT AGREEMENT
3 IN THE CITY COMMISSION OF THE
4 CITY OF DELAND, FLORIDA

5 IN RE:, Application of
6 ***PARKS AUTOMOTIVE GROUP, INC. and POWER SPORTS GROUP, LLC***

7
8 ORDINANCE # _____
9 ***(# to be Provided After Commission Approval)***

10 ORDER AND RESOLUTION
11

12 This First Amended and Restated Planned Development Agreement of the *Parks*
13 *Automotive Group, Inc. and Power Sports Group, LLC*, hereinafter collectively referred to
14 as "Applicant" or "Owner", for rezoning was heard by and before the City Commission,
15 DeLand Florida, on *November 20, 2023*. Based upon the verified Application and other
16 supporting documents, maps, charts, overlays, other evidence and instruments; the advice,
17 report, and recommendations of the Community Development, and other Departments and
18 agencies of DeLand, Florida; and the testimony adduced and evidence received at the
19 Public Hearing on this Application by the Planning Board on *October 11, 2023*, and
20 otherwise being fully advised, the City Commission does hereby find and determine as
21 follows:
22

23 GENERAL FINDINGS
24

25 A. That the application of *Parks Automotive Group, Inc. and Power Sports*

Group, LLC was duly and properly filed herein on *February 22, 2023*, as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the ***owner of a 10.43-acre parcel of land*** which is situated in DeLand, Florida. This parcel of land is described more particularly in the legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance #2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance #2013-11, as amended.

F. That the Owner of the subject property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment and restatement of the DeLand Toyota PD for the parcel described in Exhibit "A".

B. That the said rezoning to a PD is consistent with both the City of DeLand

1 Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the
2 City of DeLand Land Development Regulations Ordinance #2013-11, as amended, and
3 does promote the public health, safety, morals, general welfare and orderly growth of the
4 area affected by the rezoning request.

5
6 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
7 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
8 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS
9 DAY OF _____, A.D., _____, AS FOLLOWS:

10
11 A. That the Application for the rezoning of the subject parcel is hereby granted.

12
13 B. That the zoning classification of the subject parcel described in Exhibit "A",
14 attached hereto, is hereby amended the current DeLAND TOYOTA PD to the
15 **DELAND TOYOTA PD** as set forth in this amended and restated development agreement,
16 as described in Article VII of the City of DeLand, Land Development Regulations Ordinance
17 #2013-11, as amended.

18
19 C. That the Official Zoning Map of the City of DeLand is hereby amended to
20 show the rezoning of said parcel to **DELAND TOYOTA PD**.

21
22 D. That the City of DeLand Land Development Regulations Ordinance #2013-
23 11, as amended, is consistent with the provisions of the "Development Agreement" as
24 hereinafter set forth in this Ordinance and with respect to any conflict between Land

1 Development Regulations Ordinance #2013-11, as amended, and the "Development
2 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance
3 #2013-11, as amended, shall govern with respect to any matter not covered by the
4 "Development Agreement." The City of DeLand will ensure overall compliance with this
5 Ordinance.

6
7 E. Unless otherwise provided for herein, the City of DeLand, Land Development
8 Regulations Ordinance #2013-11, as amended, shall apply to the **DELAND TOYOTA PD**
9 in the same manner as the **C-2** zoning classification.

10
11 F. Nothing in this Ordinance shall abridge the requirements of any City of
12 DeLand Ordinance other than Ordinance #2013-11, as amended. Timing and review
13 procedures contained in this Order and Resolution may be modified to comply with the City
14 of DeLand Land Development Regulations, Ordinance #2013-11, as amended. Further,
15 nothing in the Development Agreement is intended to abridge the requirements of
16 Ordinance #2013-11, as amended, and any other City Ordinances.

17
18 DEVELOPMENT AGREEMENT

19
20 A. Development Concept The property shall be developed as a PD
21 substantially in accordance with the Planned Development Plan. The Planned
22 Development Plan shall govern the development of the property as a PD and shall regulate
23 the future land use of this parcel.

24 1. Overall Development Plan The Planned Development Plan shall

1 consist of the Conceptual Site Plan prepared by **Engineered Permits, Inc. dated May 19,**
2 **2023** and this Development Agreement. The Conceptual Site Plan is hereby approved and
3 incorporated in this Development Agreement by reference as Exhibit "B". The Planned
4 Development Plan shall be filed and retained for public inspection in the Planning
5 Department and it shall constitute a supplement to the Official Zoning Map of the City of
6 DeLand.

7 2. Amendments. All amendments of the Planned Development Plan
8 shall require the review and recommendation of the Planning Board and action by the City
9 Commission in the same manner as a rezoning of the parcel. The foregoing
10 notwithstanding, minor amendments not altering the intent and purpose of the Planned
11 Development Plan may be approved by the Planning Director after such departmental
12 comment as he or she deems appropriate. The Planning Director may not authorize
13 administrative amendments which change approved land uses or location thereof, the
14 development standards set forth in Section E of this Development Agreement, or any
15 special condition, or any specific requirement of this Development Agreement.

16
17 3. Final Site Plan Approval. After the Planned Development Plan is
18 recorded, and prior to issuance of any permits for construction, including clearing and
19 landfill, a final site plan shall be prepared and submitted for review and approval in the
20 manner required by Article XII of the City of DeLand, Land Development Regulations
21 Ordinance #2013-11, as amended.

22
23 B. Unified Ownership. The PD contains 10.43 acres of contiguous property,
24 comprised of five parcels (bearing tax parcel identification numbers 702813000090,

702813000100, 702813000510, 702813000530 and 702813000560). There is an existing structure that has been constructed across parcel lines. That building is deemed conforming with the DeLand Toyota PD zoning as set forth in this Planned Development Plan. However, the Applicant may not modify the footprint of such building until such time as all five parcels comprising the subject property is combined into one single parcel. Furthermore, any transfer of any of the five parcels comprising the subject property shall be a violation of the DeLand Toyota PD zoning. For the sake of clarity, once the five parcels are combined into one single parcel, then such parcel can be conveyed so long as the parcel is maintained in unified ownership.

C. Phases of Development. The development of the PUD shall occur in one phase, including the new parking areas, and construction of the new service building.

D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed **DELAND TOYOTA PD**. The location and size of said land use areas are shown on the Overall Development Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

- Automobile sales
- Automobile repair and service station
- Car wash
- General/professional offices

E. Development Standards.

Parcel 702800000510:

1. *Minimum lot area:* 9,000 square ft

2. Minimum lot width and/or depth: 75 ft
3. Maximum lot coverage: 80 %
4. Maximum building height: 80 ft
5. Proposed building:
- Dimensions: 100.17 ft x 80.17 ft
- Size: 8,030 square ft
- Setbacks:
- a. 20 ft (West)
- b. 20 ft (South)
6. Landscape buffer requirements:
- North: Area abutting E Taylor Rd 30 ft
- East: Project interior 0 ft
- South: Area adjacent to the south parking spaces 15 ft
- West: Area adjacent to on-site retention pond and
Parking spaces 5 ft
7. Off-street parking requirements:
- North East: Total New Parking Lot #1: 111 Spaces
- South East: Total New Parking Lot #2: 47 Spaces
8. Perimeter Building Setbacks:
- Front Setback: 20 ft
- Side Setback (West): 20 ft

9. Signage requirements:

Building Signage: Woodland Blvd – Signage Totaling 100 SF

Taylor Road – Signage totaling 100 SF

All other signage to comply with the City of Deland land development regulations.

Parcel 702813000090:

1. Minimum lot area: 9,000 square ft
2. Minimum lot width and/or depth: 75 ft
3. Maximum lot coverage: 80 %
4. Maximum building height: 80 ft
5. Landscape buffer requirements:

North: Area abutting E Taylor Rd 30 ft

East: Area abutting Plumosus Park Dr. 5 ft

South: Project interior 0 ft

West: Project interior 0 ft

6. Perimeter Building Setbacks:

Front Setback, abutting E Taylor Rd: 20 ft

Side Setback, abutting Plumosus Park Dr. 20 ft

7. Signage requirements:

All signage to comply with the City of Deland land development regulations.

Parcel 702813000100:

1. Minimum lot area: 9,000 square ft
2. Minimum lot width and/or depth: 75 ft
3. Maximum lot coverage: 80 %
4. Maximum building height: 80 ft
5. Landscape buffer requirements:

North: Project interior 0 ft

East: Area abutting Plumosus Park Dr. 5 ft

South: Project interior 0 ft

West: Project interior 0 ft

6 Perimeter Building Setbacks:

Side Setback, abutting Plumosus Park Dr. 20 ft

7. Signage requirements:

All signage to comply with the City of Deland land development regulations.

Parcel 702800000530:

1. Minimum lot area: 9,000 square ft
2. Minimum lot width and/or depth: 75 ft
3. Maximum lot coverage: 80 %
4. Maximum building height: 80 ft
5. Landscape buffer requirements:

North: Area abutting County zoning, R-4 30 ft

East: Area east of proposed parking lot #2 30 ft

South: Project interior 0 ft

West: Project interior 0 ft

6. *Perimeter Building Setbacks:*

Side Setback, abutting Plumosus Park Dr. 20 ft

7. *Signage requirements:*

All signage to comply with the City of Deland land development regulations.

Parcel 702800000560:

1. *Minimum lot area:* 9,000 square ft
2. *Minimum lot width and/or depth:* 75 ft
3. *Maximum lot coverage:* 80 %
4. *Landscape buffer requirements:*

East: Area east of proposed parking lot #1 30 ft

South: Area South of proposed parking lot # 1 15 ft

West: Area West of proposed parking lot # 1 5 ft

5. *Signage requirements:*

All signage to comply with the City of Deland land development regulations.

1 F. Environmental Considerations. All existing trees to be preserved will be
2 protected during construction. Protective barriers shall be constructed prior to clearing
3 around all trees designed to remain. Absolutely no fill, building materials, trash, or other
4 objects shall be placed inside these barriers. No equipment will be parked or stored inside
5 these barriers. If fill is deposited adjacent to these areas, a suitable temporary or
6 permanent retaining structure shall be constructed to prevent siltation of the barricade
7 area. Contractor is responsible for maintaining preserved trees during construction.

8
9 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
10 potable water needs of the PD will be provided in accordance with the Comprehensive
11 Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance
12 #2013-11, as amended, and State of Florida Administrative Code 64E-6.

13
14 H. Stormwater Drainage. Provision for stormwater retention shall be in
15 accordance with the Land Development Regulations Ordinance #2013-11, as amended.

16
17 I. Access and Transportation System Improvements. All access and
18 transportation system improvements shall be provided in accordance with the Land
19 Development Regulations, Ordinance #2013-11, as amended. The parcel shall be
20 developed in substantial accordance with the following access and transportation system
21 improvements:

22 1. Access. Existing access points along US Highway 17, Taylor Rd, and
23 Plumosus Park Drive, shall remain.

1 J. Reverter Provision: The City Commission may rezone any portion of the
2 project which has not secured a **Class II** development order on or before 5 years from the
3 effective date of this ordinance as may be necessary or appropriate to protect adjoining
4 properties or the public health, safety and welfare, unless the City Commission, for good
5 cause shown, shall extend the time period indicated in this paragraph.

6
7 K. Binding Effect of Plans; Recording; and Effective Date. The Planned
8 Development Plan, including any and all amendments shall bind and inure to the benefit of
9 the Applicant and his successor in title or interest. The **DELAND TOYOTA PD** zoning,
10 provisions of the "Development Agreement," and all approved plans shall run with the land
11 and shall be administered in a manner consistent with Article XII of the City of DeLand
12 Land Development Regulations Ordinance #2013-11, as amended.

13
14 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
15 Court and recorded within forty-five (45) days following execution of the document by the
16 City Commission, in the Official Records of Volusia County, Florida. One copy of the
17 document, bearing the book and page number of the Official Record in which the
18 document was recorded, shall be submitted to the Planning Department for placement in
19 the public file. The date of recording of this document shall constitute the effective date of
20 the **DELAND TOYOTA PD** or its subsequent amendments. The applicant shall pay all
21 filing costs for recording documents.

22 DONE and ORDERED by the City Commission, City of DeLand, Florida, this
23 ____ day of _____ (mo/yr).

24
25
26 ATTEST:

City Commission of DeLand Florida

1
2
3
4 Michael P. Pleus
5 City Manager
6

Christopher M. Cloudman
Mayor

7
8 STATE OF FLORIDA
9 COUNTY OF VOLUSIA
10

11 The foregoing instrument was acknowledged before me by means of ☐ physical presence
12 or ☐ online notarization this _____ day of _____ (mo/yr), by Michael P. Pleus
13 and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively,
14 on behalf of the City of DeLand, and who are personally known to me.
15

16
17 NOTARY PUBLIC, STATE OF FLORIDA

18 Type or Print Name:

19 _____
20 Commission No.: _____

21 My Commission Expires: _____

1
2
3
4 WITNESSES:

OWNER:
PARKS AUTOMOTIVE GROUP, INC.

5
6
7
8 _____
9 Signature

By: _____
Stephen R. Parks, President

10
11 _____
12 Print Name

13
14 _____
15 Signature

16
17 _____
18 Print Name

19
20
21 STATE OF FLORIDA
22 COUNTY OF VOLUSIA

23
24 The foregoing instrument was acknowledged before me by means of ☐ physical presence
25 or ☐ online notarization this ____ day of _____, 20__ by Stephen R.
26 Parks, President of Parks Automotive Group, Inc., and who is personally known to me or
27 who has produced _____ as identification.
28

29
30 NOTARY PUBLIC, STATE OF FLORIDA
31 Type or Print Name:
32

33
34 _____
35 Commission No.: _____
36 My Commission Expires: _____
37

1 WITNESSES:

OWNER:
POWER SPORTS GROUP, LLC

2
3
4
5 _____
6 Signature

By: _____
Stephen R. Parks, MGRM

7
8 _____
9 Print Name

10
11 _____
12 Signature

13
14 _____
15 Print Name

16
17
18 STATE OF FLORIDA
19 COUNTY OF VOLUSIA

20
21 The foregoing instrument was acknowledged before me by means of ☐ physical presence
22 or ☐ online notarization this ____ day of _____, 20__ by Stephen R.
23 Parks, MGRM of Power Sports Group, LLC, and who is personally known to me or who has
24 produced _____ as identification.
25

26
27 NOTARY PUBLIC, STATE OF FLORIDA
28 Type or Print Name:

29
30 _____
31 Commission No.: _____
32 My Commission Expires: _____
33
34
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PROPOSED 10.43 ACRE OVERALL REAL PROPERTY DESCRIPTION

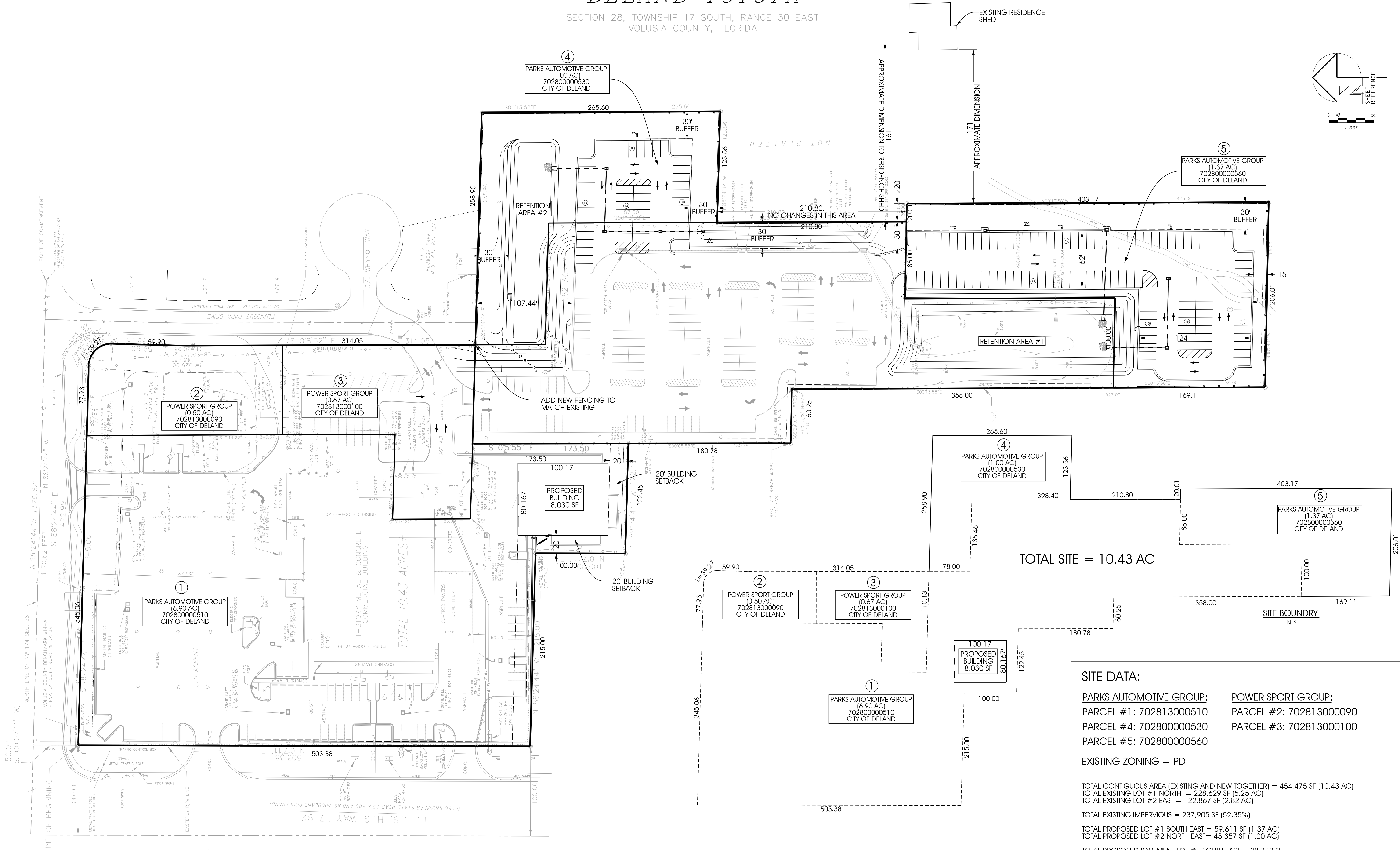
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF THE EAST RIGHT -OF-WAY OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 28, RUN THENCE N 88°D24'44" W ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1170.62 FEET TO ITS INTERSECTION WITH THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 & 92 (STATE ROAD 15 & 600), AS NOW LAID OUT; RUN THENCE S00°D07'11" W ALONG SAID EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID P.O.B., RUN S 88°D24'44" E, PARALLEL WITH AND 50.0 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 28, A DISTANCE OF 422.99 FEET TO A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.43°D24'44"E., A CHORD DISTANCE OF 35.36 FEET, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°D00'00"; THENCE S.01°D35'15"W A DISTANCE OF 59.90 FEET TO A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1025.00 FEET, A CHORD BEARING OF S,00°D43'21"W. AND A CHORD DISTANCE OF 30.95 FEET, THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°D43'48" AN ARC DISTANCE OF 30.95 FEET; THENCE RUN S.00°D08'32"E. A DISTANCE OF 314.05 FEET; THENCE RUN S.88°D24'44"E. A DISTANCE OF 258.90 FEET; THENCE LEAVING SAID SOUTH LINE RUN S.00°D13'58"E., 265.60 FEET; THENCE RUN N.88°D24'44"W., 123.56 FEET; THENCE RUN S. 00°D 13'58" E. A DISTANCE OF 210.80 FEET; THENCE RUN S.88°D54'11"E. A DISTANCE OF 20.00 FEET; THENCE RUN S.00°D13'58"E. A DISTANCE OF 403.17 FEET; THENCE RUN N.88°D54'11"W. A DISTANCE OF 206.00 FEET; THENCE RUN N.00°D13'58"W. A DISTANCE OF 527.11 FEET; THENCE RUN N.88°D39'05"W. A DISTANCE OF 60.25 FEET; THENCE RUN N.00°D05'55"W. A DISTANCE OF 180.78 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 122.45 FEET; THENCE RUN N.00°D07'11"E. A DISTANCE OF 100.00 FEET; THENCE RUN N.88°D24'44"W. A DISTANCE OF 215.00 FEET TO A POINT ON THE SAID EAST RIGHT OF WAY LINE FOR U.S. HIGHWAY 17 & 92; THENCE RUN N.00°D07'11"E. ALONG EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 17 & 92, A DISTANCE OF 503.38 FEET TO THE POINT OF BEGINNING; THIS INCLUDES LOTS 9 AND 10, PLUMOSUS PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 44, PAGE 127, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Exhibit B

DELAND TOYOTA

SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



SITE DATA:

PARKS AUTOMOTIVE GROUP: PARCEL #1: 702813000510
PARCEL #4: 702800000530
PARCEL #5: 702800000560
POWER SPORT GROUP: PARCEL #2: 702813000090
PARCEL #3: 702813000100

EXISTING ZONING = PD

TOTAL CONTIGUOUS AREA (EXISTING AND NEW TOGETHER) = 454,475 SF (10.43 AC)
TOTAL EXISTING LOT #1 NORTH = 228,629 SF (5.25 AC)
TOTAL EXISTING LOT #2 EAST = 122,867 SF (2.82 AC)

TOTAL EXISTING IMPERVIOUS = 237,905 SF (52.35%)
TOTAL PROPOSED LOT #1 SOUTH EAST = 59,611 SF (1.37 AC)
TOTAL PROPOSED LOT #2 NORTH EAST = 43,357 SF (1.00 AC)

TOTAL PROPOSED PAVEMENT LOT #1 SOUTH EAST = 38,332 SF
TOTAL PROPOSED PAVEMENT LOT #2 NORTH EAST = 15,600 SF

TOTAL PROPOSED IMPERVIOUS = 53,932 SF (11.87%) (OF NEW LOTS)

TOTAL OVERALL SITE IMPERVIOUS OF CONTIGUOUS = 291,837 SF (64.21%)

PARKING PROVIDED:

TOTAL PARKING IMPROVEMENT = 47 + 111
= 158 SPACES (INVENTORY PARKING, NON-CUSTOMER)

ENGINEERING

DESIGN

PLANNING

PERMITTING

REVISIONS:

SHEET TITLE:

PROJECT:

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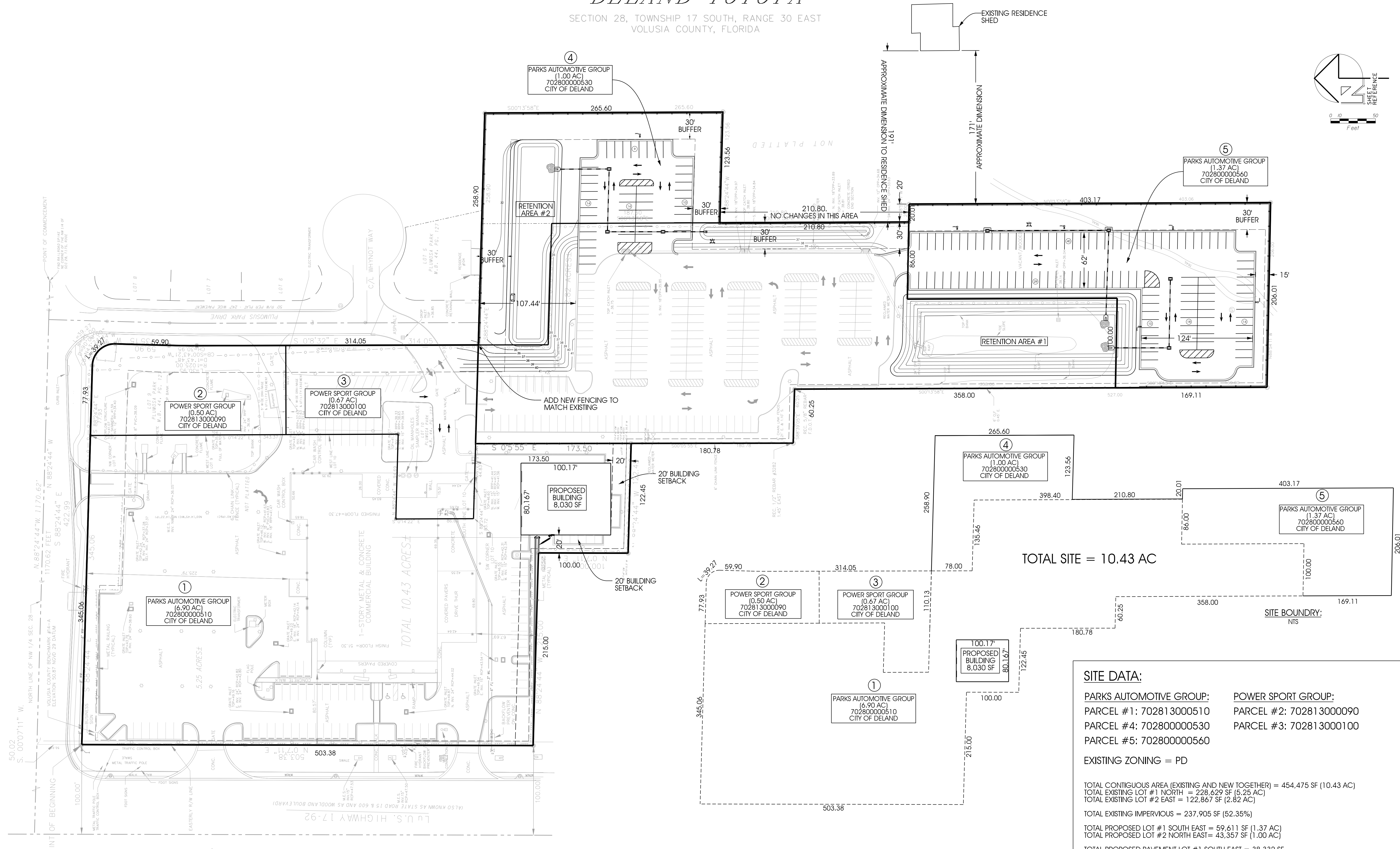
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DELAND TOYOTA

SECTION 28, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA



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ENGINEERING

DESIGN

PLANNING

PERMITTING

REVISIONS:

SHEET TITLE:

PROJECT:

DELAND TOYOTA
EXPANSION LOT

EXHIBIT SITE PLAN

DATE: BY: DESCRIPTION:

SHEET NO.

1 OF 1

MICHAEL WOJUNIAK, P.E.
EPA: mwojuniak@epieng.net

EPI
ENGINEERED PERMITS, INC.
311 SOUTH WOODLAND BLVD.
SUITE A
DELAND, FL 32720
PHONE: 386-734-0830
FAX: 386-734-8226
CERT NO. 20259
EMAIL: epi@epieng.net

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOJUNIAK, P.E. ON 5/19/2023. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS THE RAISED SEAL HAS BEEN UTILIZED.



311-A S. Woodland Blvd., DeLand, FL 32720
Phone 386-734-0830 Fax 386-734-8226
epi@epieng.net COA#26298

January 10, 2022

**Subject: DeLand Toyota
Traffic Impact Statement**

To whom it may concern:

Engineered Permits Inc. (EPI) has reviewed this project for traffic impacts. The current site is being used for automobile sales and service. The application submitted is for new inventory parking and will complement the existing site. No new trips are proposed as no new building area is proposed.

The addition of 160 new parking spaces will be used for inventory only. No additional trips are proposed therefore a complete TIA is not required.

If any additional information is required please feel free to contact me at 386-490-5474 or by email at mwojtuniak@epieng.net.

Sincerely,
Engineered Permits Inc.

Michael Wojtuniak, P.E.
Project Manager

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

October 11, 2023

A. APPLICATION NO.: Z23-034

APPLICANT: Michael Wojtuniak, P.E.

REQUEST: Request for an amended and restated Planned Development known as DeLand Toyota, for the purposes of creating one overall development plan with the addition of a proposed 8,000 SF bldg.

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.

Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

B. SITE FACTORS:

Location: 1701 S. Woodland Blvd.
Parcel Size: ±10.43 acres
Land Use: City of DeLand HC (Highway Commercial)
Existing Zoning: Toyota Planned Development
Existing Use: Car dealership

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Highway Commercial; Low Density Residential	R-1B
South:	VC: Urban Medium Intensity; Low Density Residential	VC: R-4
East:	VC: Urban Medium Intensity	VC: R-4
West:	VC: Commercial	DeLand Toyota PD; VC: B-5

B. ANALYSIS:

The subject property currently known as Parks DeLand Toyota consists of 5 lots that have been assembled over time. Each time more property was added to the development, the PD was amended to include the new parcel(s).

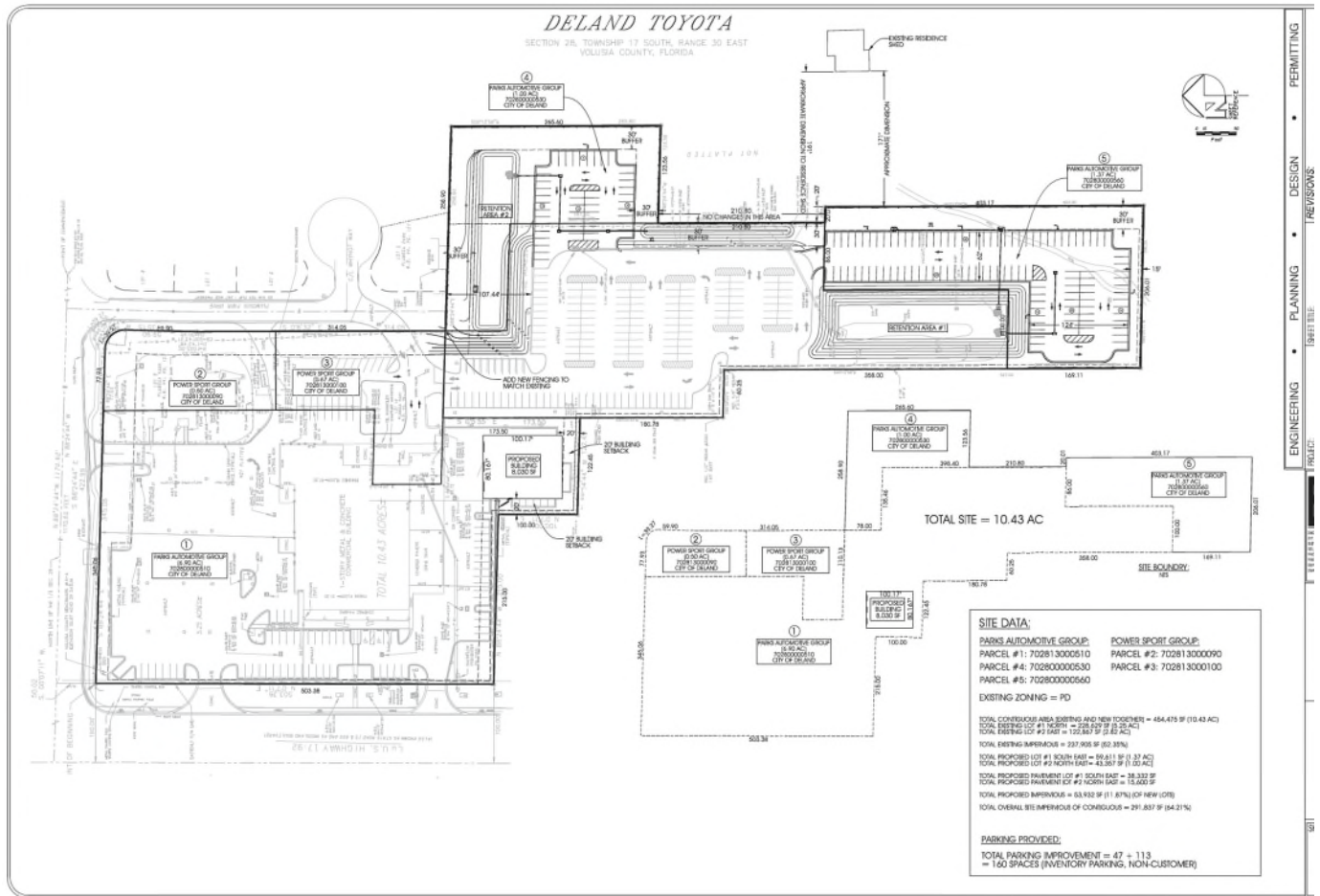
On January 17, 2012, the property located at 1701 S. Woodland Blvd. received zoning approval to rezone to Parks DeLand Toyota PD, Planned Development. The development was originally approved for 5.25 acres in size. Later, the owner of the dealership purchased additional property from the neighbor to the east, Mr. Vincent Gould. In order to incorporate the new land, the PD was amended on November 16, 2015 (1st Amendment to the PD) and on April 4, 2022 (2nd Amendment to the PD). In all, the PD consists of 10.43 acres of property, and on February 22, 2023 the applicant requested to once again amend the PD to allow for an 8,000 sq. ft. building to the development. However, when reviewing the plans, staff came across some issues. At some point in the past, the original parcel was divided, and this not only created multiple parcels, but it created non-conformities such as parcel lines cutting through one of the buildings and setbacks not being met.

In an effort to “clean up” the DeLand Toyota PD, the applicant is amending and restating the PD to encompass all 10.43 acres of property and the development standards, creating one cohesive property. Unfortunately, it became evident that not all parcels could be combined into one because they are not owned by the same LLC.

Being that the non-conformities already exist, a statement has been added to the amended and restated agreement (section B. Unified Ownership) that acknowledges that the applicant is not currently able to combine the two parcels owned by Power Sports Group, stating,

“...in order to facilitate the amended and restated PD, it will be recognized as one development. As such, the alteration of the footprint of the existing structure that has been constructed across the parcel lines shall be prohibited and shall remain under unified ownership, until such time as the parcels can be combined.”

CONCEPT PLAN:



The Technical Review Committee recommended at their July 20, 2023 meeting that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing all remaining Staff comments. All comments have since been addressed.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The property to the west of Lot 1 and Lot 2 is the current DeLand Toyota dealership, the majority of which have car-related services as their primary use. Lot 2 directly abuts residential homes to the north. Because of that, the concept plan situates a retention pond, plus a 30' wide landscape buffer, between the residential properties and the dealership. To the east is the subject property's parent parcel; and a 30' wide landscape buffer will also be provided to protect its residential character from the proposed use.

The development is consistent with the Comprehensive Plan in that the underlying land use designation is HC, Highway Commercial. The HC land use designation is consistent with land uses for adjacent City and County properties along the US Highway 17-92 corridor.

The proposed development program is consistent with the existing Toyota PD and maintains the same general character and pattern of the surrounding area.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The rezoning of this property should not impact any environment or natural resources as the site is already developed.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

Subsequent commercial development of the vacant parcel will increase the taxable value of the subject property and allow for expansion of the car dealership.

4. Will the proposed rezoning have an impact upon governmental services?

The proposed use of the property is anticipated to have little to no impact on governmental services.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

This property is located east of US 17-92, and is adjacent to the limits of the City of DeLand. The proposed zoning change will facilitate site improvements, and it is consistent with the pattern of nearby land uses and zoning.

6. Was there a mistake in the original classification?

There was no known mistake.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning is simply clarifying the development plan of the established car dealership business and allowing the addition of an 8,000 sq. ft. building, and should not have any effect upon the affected area.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

It is not anticipated that there will be any adverse impacts upon public health, safety or welfare as a result of this rezoning.

C. CONCLUSION:

The Applicant is proposing to amend and restate the existing development agreement for the subject property known as DeLand Toyota PD Agreement to create one, overall development plan and allow for the addition of a small building. The proposed use will not create additional traffic.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the Amended and Restated DeLand Toyota PD Agreement and development plan.

L:\COMMDEV\PLANNING\Staff Reports\2023\PB\ SR-Z23-034 PARKS DELAND TOYOTA AMENDED AND RESTATED PD

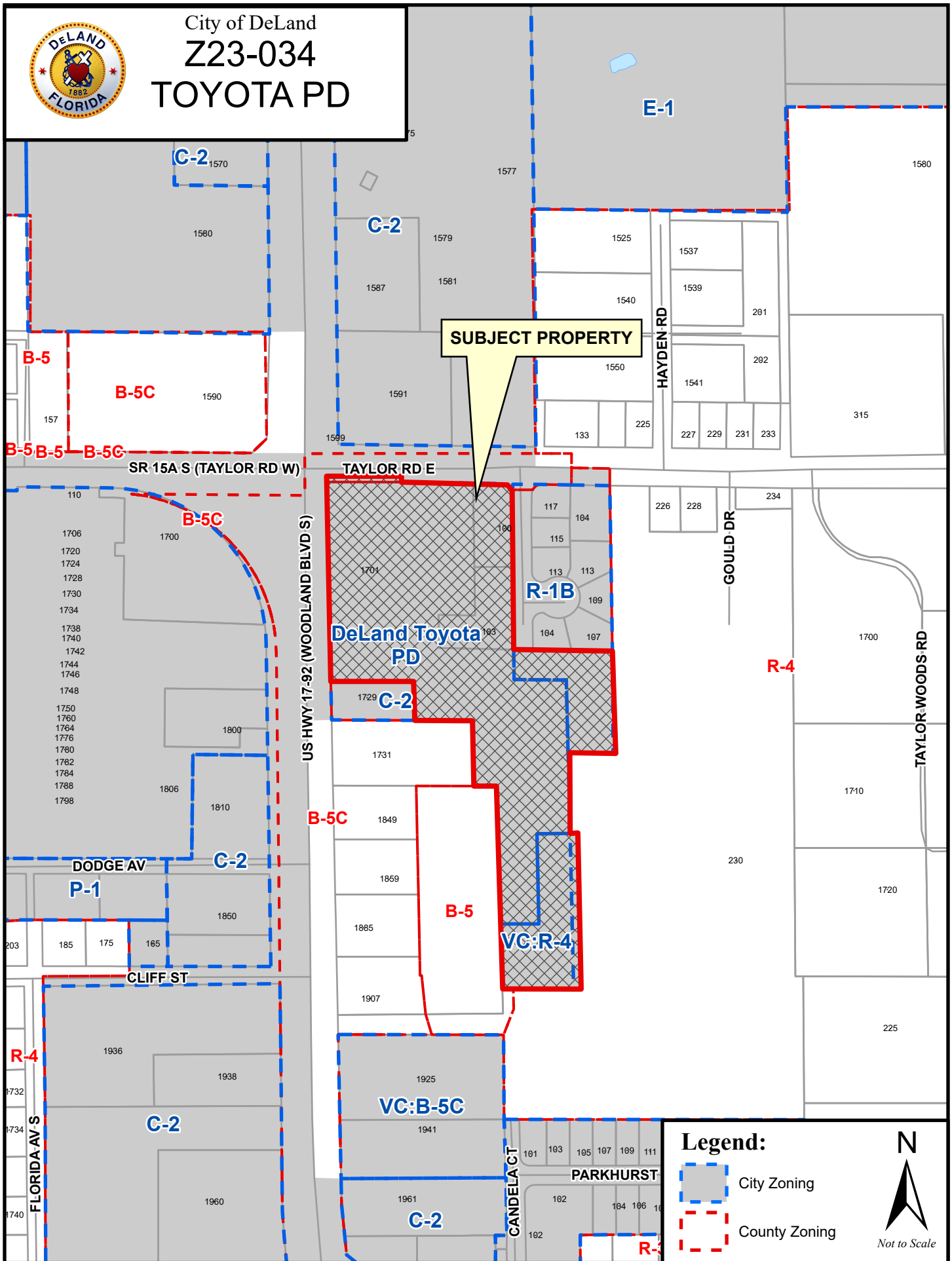


City of DeLand
Z23-034
TOYOTA PD





City of DeLand
Z23-034
TOYOTA PD



Legend:

- City Zoning
- County Zoning



CITY OF DELAND
Request for Commission Action
December 18, 2023

SUBJECT: Resolution Approving Class IV Site Plan, Edith Starke Elementary School, Located at 730 South Parsons Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, Planning Memo, New and Existing Site Layout , SP23-203 Elevations, Road Detour Plan During Construction , ILA 2007, SP23-203 Zoning Map, SP23-203 Aerial

APPROVED BY: Michael Pleus, City Manager, December 14, 2023

SUMMARY/HIGHLIGHT:

The applicant, Volusia County School Board, seeks to construct a new 88,500 square foot elementary school building on the subject property. The existing school building will remain operational during construction, and be demolished upon completion of the new school facility. Once the new school building is complete, school capacity will be increased by approximately 30%.

The site plan will follow the City's processes to the extent possible, including review by the Technical Review Committee, Planning Board, and City Commission. The Technical Review Committee reviewed the site plan and provided comments at the November 16, 2023, meeting. On November 29, 2023 the applicant resubmitted plans in response to the TRC review comments. The Planning Board meeting was held on December 13, 2023. During the meeting, Planning Board comments and recommendations focused on preservation of historic trees, drainage impacts on adjacent properties, vehicle stacking on Delaware, parent drop-off impact on adjacent properties, on-site queuing, ROW abandonment, and the need to consolidate the existing lots into one lot. The Planning Board voted to move this item forward to City Commission with a vote of 4-0.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's Strategic Plan under Strategic Focus Area: Institute Smart Growth Principles, encouraging redevelopment of this school site will ensure quality growth that preserves the character of the City.

SUSTAINABILITY:

Preparing for the Future/Sustainability. The new school will increase capacity for the growing student population within the City of DeLand and the surrounding community.

FISCAL IMPACT:

There is no anticipated fiscal impact to the City.

RECOMMENDATION:

Staff requests the City Commission review and approve a resolution for a site plan for the Edith Starke Elementary School, based on consistency with the comprehensive plan, environmental concerns, health, safety and welfare, and effects on adjacent property and provide any comments to the applicant.

BACKGROUND/DISCUSSION:

The Volusia County School Board is proposing to construct a new 88,433 square foot school building for Edith Starke Elementary School with classrooms and support facilities. The existing school building will remain open during construction. Once the new school building is complete, school capacity will be increased by approximately 30%.

The School Board is granted certain exemptions from local review requirements by 1013 et seq, FL. Statutes., State Requirements for Education Facilities (SREF). Additionally, an Interlocal Agreement between the City of DeLand and Volusia County School Board limits the scope of the City's review to consistency with the comprehensive plan, environmental concerns, health, safety and welfare, and effects on adjacent property.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, DECLARING CONSISTENCY OF THE CLASS IV SITE PLAN FOR EDITH STARKE ELEMENTARY SCHOOL, LOCATED AT 730 SOUTH PARSONS AVENUE, WITH THE CITY'S COMPREHENSIVE PLAN, REQUESTING THE SCHOOL BOARD TO CONSIDER THE CITY'S COMMENTS, AND OTHERWISE ACKNOWLEDGING APPROVAL OF THE SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Volusia County School Board is rebuilding the Edith Starke Elementary School, located at 730 South Parsons Avenue and is constructing a new, larger (88,500 square feet), school building on the existing school site and constructing other site improvements; and

WHEREAS, review of school facilities site plans are regulated by Section 1013.33, Florida Statutes relating to the coordination of planning with local governing bodies; and

WHEREAS, the City, along with the other cities in Volusia County as well as Volusia County, on July 1, 2007 entered into an interlocal agreement with the School Board relative to school planning; and

WHEREAS, the interlocal agreement provides that school site plans be submitted to the City for review, comment and a determination of consistency with, amongst other things, applicable land development codes; and

WHEREAS, the School Board has submitted its site plan for the Edith Starke Elementary School to the City for review and comment; and

WHEREAS, the existing school building will remain operational during construction, and be demolished upon completion of the new school facility; and

WHEREAS, on November 18, 2023, the City's Technical Review Committee reviewed the Class IV Site Plan and issued its comments; and

WHEREAS, the Class IV Site Plan for Edith Starke Elementary School was reviewed by the Planning Board on December 13, 2023.

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

Section 1. The City Commission hereby finds that the Class IV Site Plan for Edith Starke Elementary School, located at 730 South Parsons Avenue, is consistent with the Comprehensive Plan and applicable land development codes of the City, and asks the School Board to consider the comments issued by the City's Technical Review Committee; The Class IV Site Plan is also otherwise approved.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of December, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Community Development Memorandum

TO: CITY COMMISSION

DATE: DECEMBER 18, 2023

THROUGH: CAROL KUHN, PLANNING DIRECTOR

FROM: SAM NELSON, PLANNER I

FILE: SP23-203

SUBJECT: EDITH STARKE ELEMENTARY SITE PLAN

Summary

The Volusia County School Board (School Board) is proposing to construct a new 88,433 square foot school building to replace the existing Edith Starke Elementary School. The new school building will include classrooms and support facilities and is being constructed to increase school capacity by approximately 30%. The existing school building will remain open during construction. Following construction of the new building, the existing school building will be demolished.

The School Board is granted certain exemptions from local review requirements by 1013 et seq, FL. Statutes., State Requirements for Education Facilities (SREF). Additionally, an Interlocal Agreement between the City of DeLand and Volusia County School Board limits the scope of the City's review to consistency with the comprehensive plan, environmental concerns, health, safety and welfare, and effects on adjacent property.

The site plan is following the City's processes to the extent possible, including review by the Technical Review Committee (TRC), Planning Board, and City Commission. The Technical Review Committee reviewed the site plan and provided comments at the November 16, 2023, meeting. On November 29, 2023 the applicant resubmitted plans in response to the TRC review comments. The Planning Board hearing was held on December 13, 2023 and their comments have been noted in the RCA.

School Review Criteria

Comprehensive Plan

The property is located within the E-1 (Educational) zoning district and the Educational Future Land Use. Per the Comprehensive Plan, educational land uses shall be located in areas where the adjacent land use is compatible with the type of school proposed and where there is no adverse impact on the safety of the students or quality of education. Impervious surface area shall be limited to 50% of the site. Upon completion, the site will not exceed the maximum impervious area. However, during the construction phase, both the existing school and the new school will be on the same site and temporarily exceed

Community Development

Memorandum

the 50% limit. This use of this property as an educational facility is consistent with the Comprehensive Plan.

Environmental

The School Board is subject to the requirements of the St. Johns Water Management District (SJRWMD). The School Board will work with the SJRWMD and the City Engineering Department regarding environmental concerns.

Health, Safety, Welfare, and Effects on Adjacent Properties

City staff will continue to work with the School Board to ensure any offsite impacts are minimized to the greatest extent possible.

Drainage:

The School Board has agreed to coordinate with the City's Engineering Department regarding stormwater concerns during construction. Based on the plans submitted, the majority of the site will be impervious surface area during the construction phase. City Engineering staff is working with the School Board to minimize offsite drainage impacts both during and after construction. A new stormwater retention pond, to be constructed on the western portion of the property where the existing school building is located, will not be completed until after the existing school is demolished.

Traffic:

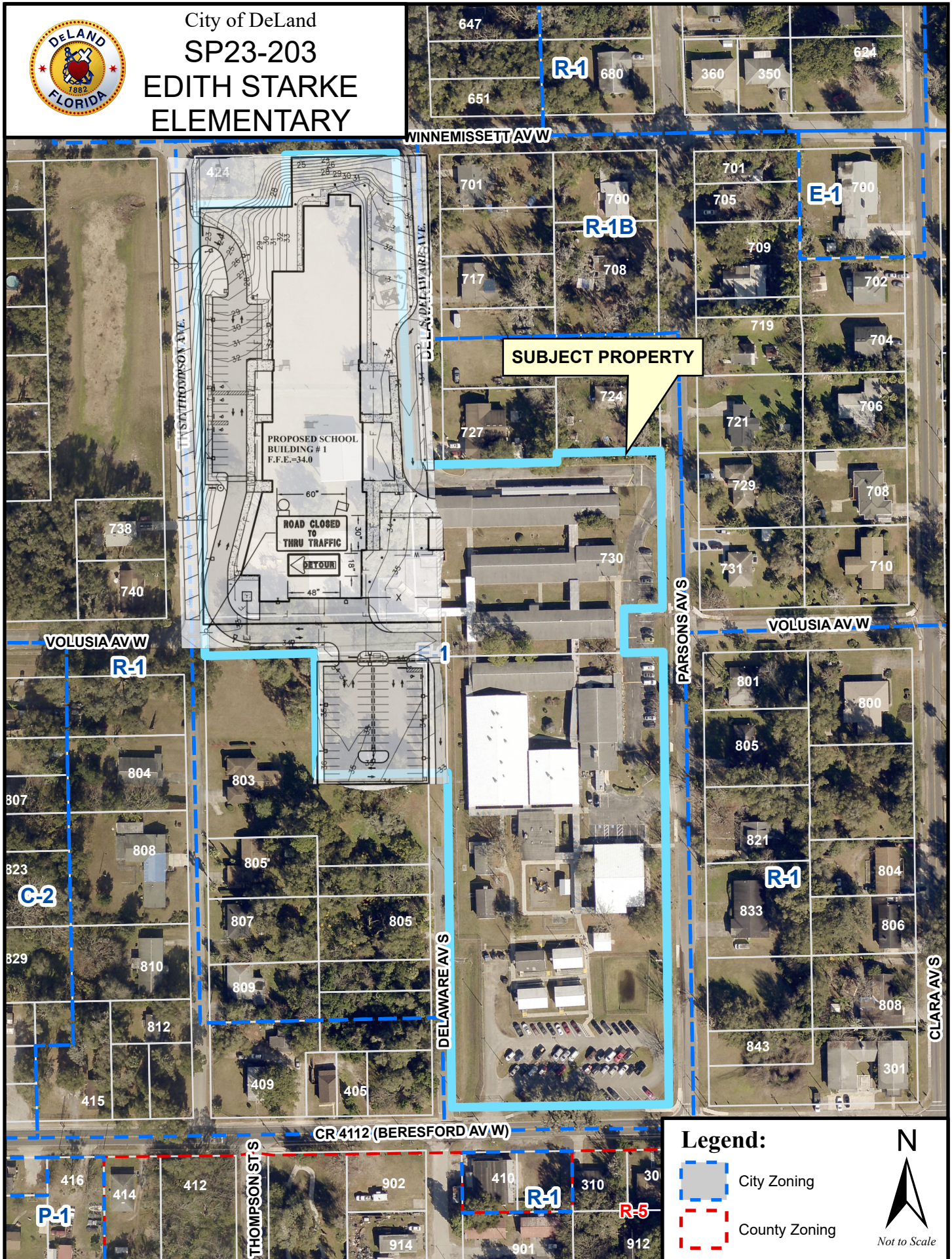
The School Board is proposing to close portions of South Thompson Avenue and South Delaware Avenue during construction. Parent drop-off will not be affected during construction. Additionally, the school intends to improve the parent drop-off upon completion of the project to help meet the increased school capacity and minimize offsite traffic impacts during peak hours.

Requested Commission Action

Staff requests the City Commission review and approve the submitted site plan application based on consistency with the comprehensive plan, environmental concerns, health, safety and welfare, and effects on adjacent property and provide any comments to the applicant.



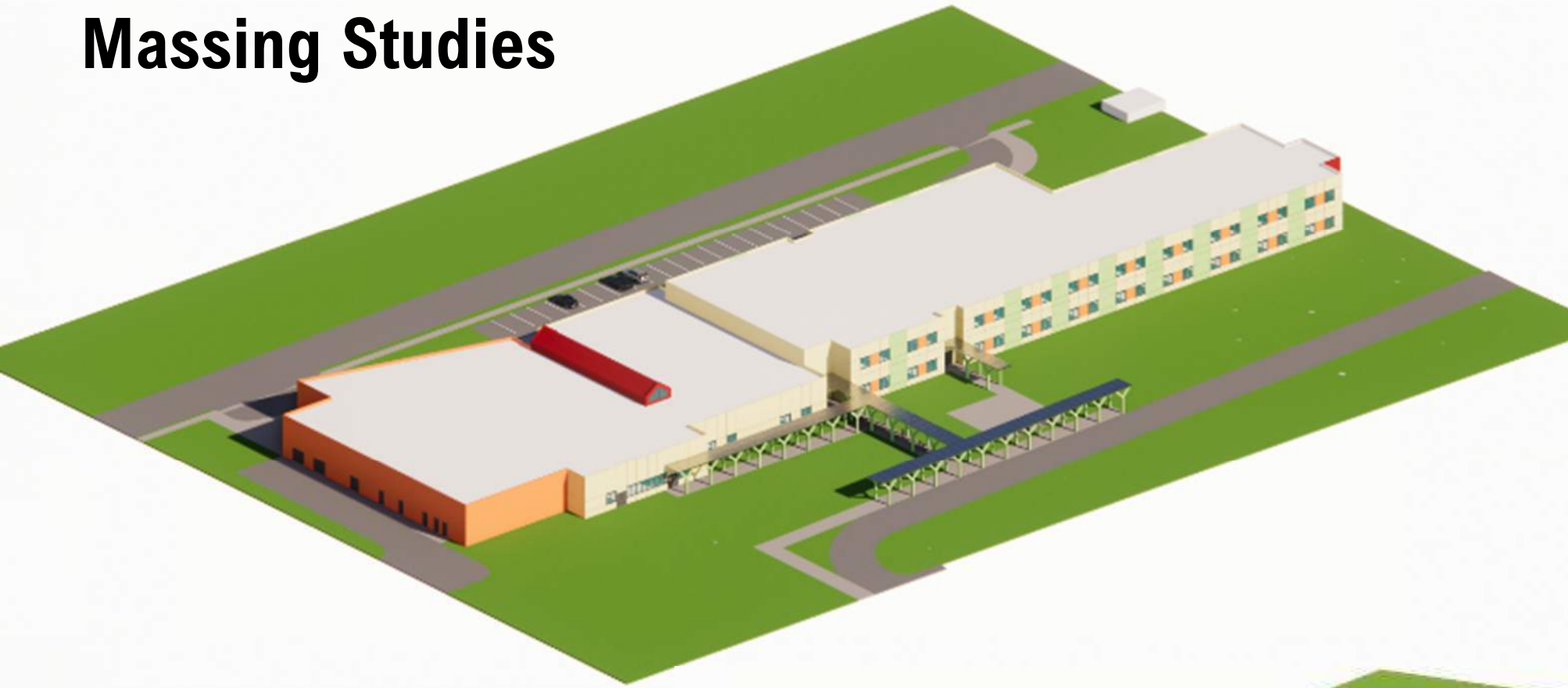
City of DeLand
SP23-203
EDITH STARKE
ELEMENTARY



Preliminary Massing Studies

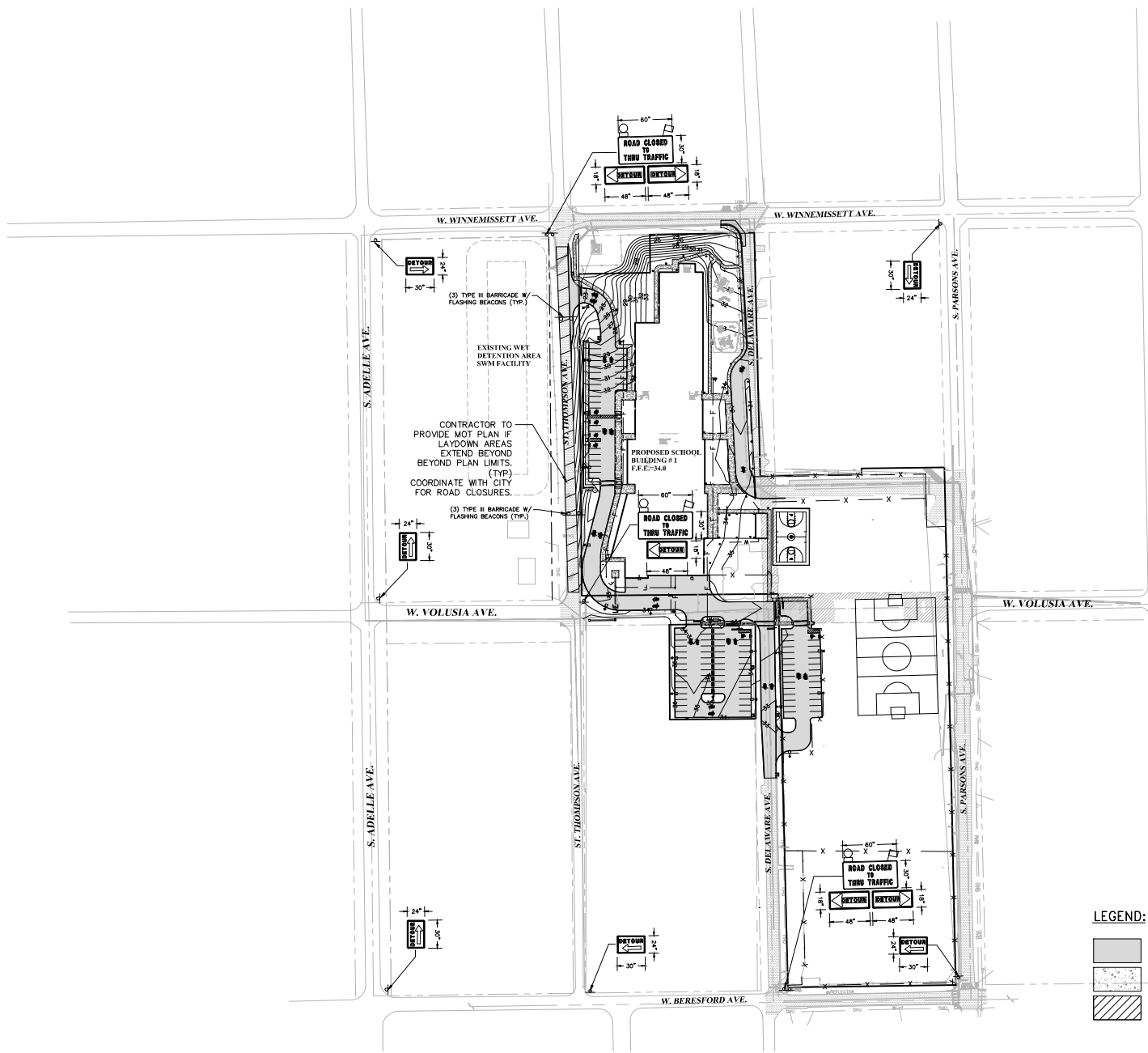


Preliminary Massing Studies



Preliminary Massing Studies

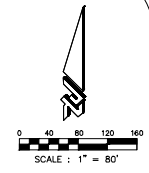




- NOTES:**
- 1) CONTRACTOR TO CONTACT POLICE, FIRE DEPARTMENT, AND TRAFFIC OPERATIONS DIVISION 3 BUSINESS DAYS IN ADVANCE OF ANY LANE CLOSURES.
 - 2) DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES TO EXISTING BUSINESSES AND HOMES.
 - 3) PHASING SHOWN IS ENGINEER'S/ CITY'S RECOMMENDATION. FINAL PHASING PLAN IS TO BE DEVELOPED BY CONTRACTOR AND APPROVED BY CITY.

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- CLOSURE AREA



Seal & Associates
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618 S. Delaware Ave., Suite 500
Pompano Beach, FL 33062
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REVISIONS

NO.	DATE	DESCRIPTION

EXHIBIT A

EDITH I. STARKE ELEMENTARY SCHOOL

RENOVATIONS AND ADDITIONS

VCS Project No.: 2247840

730 S. PARSONS AVENUE

DELAND, FLORIDA 32720

Engineer
JOHN A. DILLARD

DESIGNED BY
JAD

DATE
09-18-2023

SHEET TITLE
ROAD DETOUR PLAN

PROJECT NO. 2247840

DESIGNED BY
JML

DATE
09-18-2023

SHEET NO.
C000

1 **FIRST AMENDMENT TO INTERLOCAL**
2 **AGREEMENT FOR PUBLIC SCHOOL FACILITY**
3 **PLANNING**

4 **THIS AGREEMENT** made this 1st day of July 2007, by and between
5 the County of Volusia, a political subdivision of the State of Florida, hereinafter referred
6 to as the "COUNTY", the City of Daytona Beach, City of Daytona Beach Shores, City of
7 DeBary, City of DeLand, City of Deltona, City of Edgewater, City of Holly Hill, City of
8 Lake Helen, City of New Smyrna Beach, City of Oak Hill, City of Orange City, City of
9 Ormond Beach, Town of Pierson, City of Port Orange, City of South Daytona, and Town
10 of Ponce Inlet political subdivisions of the State of Florida hereinafter referred to as the
11 "CITIES" or "MUNICIPALITIES", and the Volusia County School District, a public
12 agency of the State of Florida, hereinafter referred to as the "SCHOOL DISTRICT" or
13 "SCHOOL BOARD," (sometimes collectively referred to as the PARTIES), and restates
14 and amends that certain Interlocal Agreement for Public School Facility Planning dated
15 March 19, 2003.

16 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong
17 and healthy schools are critical to community success, are cornerstones of effective
18 neighborhood design, and a focal point for development of community plans and
19 improvements; and

20 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong
21 and healthy communities are critical to the growth of healthy families and educational
22 success, and that vibrant cities and communities often require appropriate development to
23 maintain healthy economies and services; and

24 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that strong
25 communities and schools are inseparable in building success in each and support a
26 process to ensure concurrent and appropriate development in the communities and in the
27 schools; and

28 **WHEREAS**, the 2005 Florida Legislature adopted Chapter 2005-98, Laws of
29 Florida (sometimes referred to herein as "Senate Bill 360") which, in relevant part,
30 requires that all school interlocal agreements be updated to reflect a new statutory
31 mandate to implement school concurrency; and;

32 **WHEREAS**, Sec. 163.31777, Fl. Stat. requires the County and Municipalities
33 within the geographic area of a SCHOOL DISTRICT to enter into an interlocal
34 agreement with the district school board to jointly establish specific ways in which plans
35 and processes of the district school board and the LOCAL GOVERNMENTS are to be
36 coordinated including provisions in Sec. 163.3180(13)(g) which pertain to public school
37 concurrency, and Sec. 1013.33(2) pertaining to public school facilities planning; and

38 **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have established
39 and maintained a cooperative and productive relationship with regard to the exchange of

5/22/07

1 information on matters of mutual interest including, but not limited to, the coordination
2 of planning efforts to ensure that support services are available for public educational
3 facilities and recognizing their mutual interest and respective obligations and
4 responsibilities for the education, nurture and general well-being of the children within
5 their community; and

6 **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have shared
7 such information for numerous years and continue to share such information so that each
8 entity can assist the other in reaching its goals and objectives; and

9 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that schools
10 are cornerstones of effective neighborhood design and a focal point for development of
11 community plans and improvements including, but not limited to, parks, recreation,
12 libraries, children's services and other related uses; and

13 **WHEREAS**, the COUNTY, CITIES and SCHOOL BOARD agree that the
14 location of schools as part of stable and well designed neighborhoods enhance
15 educational programs, encourage community support and assist in providing safe, secure
16 and effective educational environments for the children that utilize these facilities; and

17 **WHEREAS**, the COUNTY, CITIES, and SCHOOL BOARD recognize the
18 benefits that will flow to the citizens and students of their communities by more closely
19 coordinating their comprehensive land use and school facilities planning programs:
20 namely (1) better coordination of new schools in time and place with land development,
21 (2) greater efficiency for the SCHOOL BOARD and LOCAL GOVERNMENTS by
22 placing schools to take advantage of existing and planned roads, water, sewer, and parks,
23 (3) improved student access and safety by coordinating the construction of new and
24 expanded schools with the road and sidewalk construction programs of the LOCAL
25 GOVERNMENTS, and (4) reduction of pressures contributing to urban sprawl and
26 support of existing neighborhoods by appropriately locating new schools and expanding
27 and renovating existing schools; and

28 **WHEREAS**, through this updated AGREEMENT the COUNTY, CITIES and the
29 SCHOOL BOARD recognize the previous Interlocal Agreement approved March 19,
30 2003 and wish to maintain and enhance their cooperative and productive relationship
31 regarding the exchange of information relating to planning efforts and public facilities
32 and in accordance with statutory requirements.

33 **WHEREAS**, §163.3180(13), Florida Statutes requires the COUNTY, CITIES and
34 SCHOOL BOARD to implement a school concurrency program; and

35 **WHEREAS**, Sec. 206 of the Volusia County Charter requires that any county or
36 municipal comprehensive plan amendment or rezonings which increases residential
37 density may be effective only if adequate public schools can be timely planned and
38 constructed to serve the projected needs in student population; and

1 **WHEREAS**, the COUNTY, CITIES and the SCHOOL BOARD have met and
2 coordinated with respect to the statutory requirements for a countywide, uniform school
3 concurrency program; and

4 **WHEREAS**, the SCHOOL BOARD is obligated to implement a financially
5 feasible, Five-Year Facilities Work Program based on the level of service standards
6 provided for in this AGREEMENT; and

7 **WHEREAS**, the COUNTY and CITIES are required to amend their
8 comprehensive plans and Land Development Codes, as appropriate and necessary, in
9 order to effectuate the obligations under this AGREEMENT and state statute; and

10 **WHEREAS**, the SCHOOL BOARD has a constitutional and statutory obligation
11 to provide a uniform system of free public schools on a countywide basis; and

12 **WHEREAS**, the COUNTY and the CITIES have the sole authority to undertake
13 land use planning and to implement necessary land development regulations within its
14 jurisdiction and nothing herein shall abrogate CITIES' municipal home rule or the
15 COUNTY's authority under the Volusia County Charter, or the authority of the Volusia
16 Growth Management Commission; and

17 **WHEREAS**, this AGREEMENT neither is intended to nor does it delegate or
18 transfer any land use planning or regulatory authority to the SCHOOL BOARD.

19 **NOW THEREFORE** THE SCHOOL BOARD OF VOLUSIA COUNTY, THE
20 COUNTY OF VOLUSIA AND THE CITY OF DAYTONA BEACH, CITY OF
21 DAYTONA BEACH SHORES, CITY OF DEBARY, CITY OF DELAND, CITY OF
22 DELTONA, CITY OF EDGEWATER, CITY OF HOLLY HILL, CITY OF LAKE
23 HELEN, CITY OF NEW SMYRNA BEACH, CITY OF OAK HILL, CITY OF
24 ORANGE CITY, CITY OF ORMOND BEACH, TOWN OF PIERSON, TOWN OF
25 PONCE INLET, CITY OF PORT ORANGE AND CITY OF SOUTH DAYTONA enter
26 into this AGREEMENT for the purpose of accomplishing the goals and objectives stated
27 in Florida Statute §163.3177 and §1013.33 and agree as follows:

28 **SECTION 1. COORDINATED PLANNING AND SHARING OF INFORMATION**

29 The PARTIES recognize that sound planning for both educational facilities and
30 student growth emanating from existing, redevelopment and new development of
31 residential property requires adequate and accurate data and information and that
32 effective coordination of these two planning functions requires that all of the PARTIES
33 have access to and utilize the same data and information. Accordingly, the COUNTY,
34 the MUNICIPALITIES, and the SCHOOL BOARD agree to share and coordinate
35 information relating to existing and planned public school facilities, proposals for
36 development and re-development, infrastructure required to support public school
37 facilities, and population projections, including student population projections, which are
38 utilized and relied on by the PARTIES for planning purposes.

1 **A. Population and Student Projections**

2 In fulfillment of their respective planning duties, the COUNTY,
3 MUNICIPALITIES, and SCHOOL DISTRICT agree to coordinate their capital plans
4 based upon the established methodology of projections of the amount, type, and
5 distribution of population growth and student enrollment. The SCHOOL DISTRICT
6 shall make annual projections of student population based upon the 20th day student
7 membership count and the Florida Department of Education (FDOE) Capital Outlay Full
8 Time Equivalent (COFTE) for the five (5) year period and population projections derived
9 from the best available data as the basis for student population projections beyond the
10 five (5) year period. The COUNTY and MUNICIPALITIES shall make population
11 projections based upon US Census data, University of Florida Bureau of Economic and
12 Business Research data, and other available data.

13 The SCHOOL BOARD, the COUNTY and the MUNICIPALITIES commit to
14 continued efforts to improve this methodology and enhance coordination with the plans
15 of the SCHOOL DISTRICT and LOCAL GOVERNMENTS. Population and student
16 enrollment projections shall be revised annually to ensure that new residential
17 development and redevelopment information provided by the MUNICIPALITIES and the
18 COUNTY is reflected in the updated projections.

19 The establishment and agreement to the coordination and methodology of the
20 updated projections, making modifications as necessary, shall be adopted at the semi-
21 annual joint meeting as specified in Section 7 of this AGREEMENT.

22 **B. LOCAL GOVERNMENT Data Collection**

23 On April 1 of each year, LOCAL GOVERNMENTS shall provide the SCHOOL
24 DISTRICT with the information regarding the Certificates of Occupancy, residential
25 development approvals, and building permits issued for new residential units for the
26 preceding calendar year.

27 **C. Annual SCHOOL DISTRICT Report**

28 The SCHOOL DISTRICT shall issue data annually concerning school capacity,
29 including the enrollment of each school based on the 20th day student membership count,
30 the permanent student capacity of each school and the percentage of capacity over or
31 under permanent capacity for the current year and each year of the five year planning
32 period based upon five year student projections by school, and capacity based upon
33 adopted level of service for each school. The SCHOOL DISTRICT shall update the data
34 no later than thirty (30) working days after the annual adoption of the SCHOOL
35 DISTRICT's Five-Year Facilities Work Program and the 20th day student enrollment
36 membership count.

37 **D. Student Generation Rates**

38 The student generation rates will be used for the term of this AGREEMENT to
39 determine the average number of students based on the number and type of residential

1 units from the proposed development as set forth in the school impact fee study dated
2 February 2005, and any subsequent school impact fee study approved by the SCHOOL
3 BOARD.

4 **SECTION 2. EDUCATIONAL AND ANCILLARY FACILITY SITE SELECTION**
5 **REVIEW, SITE ACQUISITION PROCESS, SIGNIFICANT**
6 **RENOVATIONS AND REMODELING, AND SCHOOL CLOSURE.**

7 The COUNTY, CITIES and SCHOOL DISTRICT agree that in order to
8 coordinate the rights and responsibilities of the parties with respect to the site acquisition
9 and development of future educational and ancillary facilities within the COUNTY, the
10 following procedures will be observed:

11 A. The SCHOOL BOARD shall request assistance from the COUNTY and/or
12 CITIES in its review of residential growth and overall development trends prior to
13 initiating a site search for a new educational or ancillary facility.

14 B. During the SCHOOL BOARD's site selection process but prior to the
15 execution of an option agreement or purchase contract, the SCHOOL BOARD shall
16 present one or more sites to the County and Cities Land Planning Agency, Growth
17 Management, or other appropriate department responsible for comprehensive planning,
18 site design and concurrency management for their review and comment with respect to
19 issues pertaining to the comprehensive plan, zoning, utility service, roadways and
20 vehicular and pedestrian access, drainage, water supply, and stormwater management,
21 environment, police and fire services, and level of service (LOS) standards. Further, the
22 SCHOOL DISTRICT shall provide other LOCAL GOVERNMENTS within the school
23 planning area of the proposed school with notice of the filing of the site information with
24 the primarily Affected LOCAL GOVERNMENT. Other Affected LOCAL
25 GOVERNMENTS may provide comments to SCHOOL BOARD within 30 days of
26 receipt of the notice. Within 60 days of receiving the proposed site(s), the COUNTY
27 and/or CITIES shall provide its written comments to the SCHOOL BOARD and the
28 applicable government shall indicate its ability to provide local governmental services to
29 the site(s) concurrent with the impact of the educational or ancillary facility construction.
30 The comments of the COUNTY and/or CITIES shall be included in the presentation and
31 recommendation of a site to the SCHOOL BOARD.

32 C. At least 60 days prior to acquiring or leasing property, the SCHOOL
33 BOARD shall request a finding of consistency with the COUNTY and CITY
34 comprehensive plan as appropriate. Within 45 days of receiving the request, the
35 COUNTY or CITY shall provide the SCHOOL BOARD with a written statement of
36 whether the proposed site is consistent with the COUNTY or CITY comprehensive plan,
37 including appropriate circumstances and criteria under which the district school board
38 may request an amendment to the comprehensive plan for school siting. This finding
39 shall not be binding on the COUNTY or CITY as it relates to the facility site plan; it shall
40 indicate whether the location and its intended use is consistent with the land use
41 categories and policies of the COUNTY or CITY comprehensive plan.

1 **D.** At such time that the SCHOOL BOARD proposes development or before,
2 the SCHOOL BOARD may petition the CITY for annexation of the subject property
3 provided that the property is contiguous to a City's corporate limits and complies with
4 requirements pursuant to State Law and the proposed school development is consistent
5 with the City's comprehensive plan and land development regulations. The city, in its
6 sole discretion, may annex the property upon receipt of the annexation petition. This
7 section is not intended to prohibit any City from annexing property by any other lawful
8 means.

9 **E.** The SCHOOL BOARD and Affected LOCAL GOVERNMENTS shall
10 jointly determine the need for and timing of on-site and off-site improvements necessary
11 to support each new school or the proposed significant renovation of an existing school,
12 at the time of the preliminary consistency determination described at Section 3 of this
13 agreement or during the review of a significant renovation or remodeling. If deemed
14 necessary, the Parties may enter into a written agreement as to the timing, location, and
15 the Party or Parties responsible for constructing, operating and maintaining the required
16 improvements. Recognizing that it is cost effective and beneficial to land bank sites for
17 future educational needs, the written agreement identifying on-site and off-site
18 improvements is subject to ongoing review and change. During the site plan review as
19 identified in section 2(b) the parties may identify additional on-site and off-site
20 improvements and may amend the agreement, as they deem necessary.

21 **F.** Significant renovations or remodeling to permanent buildings at existing
22 schools shall be defined as major site redesign or changes in principal use from academic
23 to ancillary use. Additionally, increases in permanent student capacity of more than ten
24 percent over the FISH (Florida Inventory of School Houses) shall be considered a
25 significant renovation. The SCHOOL DISTRICT shall provide the LOCAL
26 GOVERNMENT in which the facility is located with a copy of the proposed renovation
27 and the LOCAL GOVERNMENT shall have 30 days to provide comments on the
28 proposed revisions. The SCHOOL DISTRICT shall consider incorporating the CITY or
29 COUNTY's comments in its design to the extent feasible.

30 **G.** Prior to closing schools and/or declaring school properties as surplus, the
31 SCHOOL BOARD shall notify in writing the Affected LOCAL GOVERNMENTS.
32 Before taking final action to close a school or declare school property as surplus, the
33 SCHOOL BOARD shall give the Affected LOCAL GOVERNMENTS 30 days to
34 comment on the proposed action. The SCHOOL BOARD agrees to make appropriate
35 staff available to meet with the Affected LOCAL GOVERNMENTS to discuss the
36 proposed action and alternative uses including sale to the LOCAL GOVERNMENT or
37 another public entity or redevelopment.

38 **SECTION 3. EDUCATIONAL AND ANCILLARY FACILITY SITE PLAN**
39 **REVIEW PROCESS**

40 **A.** Prior to SCHOOL BOARD approval of the site plan, the SCHOOL
41 DISTRICT shall discuss its site plan with the COUNTY or Growth Management
42 Department, or the equivalent City department. After SCHOOL BOARD approval of the

1 site plan, the site plan shall be submitted to the COUNTY or CITY for review, comment,
2 and determination of consistency with respect to the comprehensive plan and applicable
3 land development code. The SCHOOL BOARD shall address the COUNTY's or CITY's
4 comments in its final plans to the extent that any standards, regulations, and conditions
5 imposed do not conflict with or the subject regulated is not specifically addressed by
6 §1013 et seq, Fl. Stat., State Requirements for Education Facilities (SREF), and/or the
7 Florida Building Code, unless mutually agreed, and provided such comments are
8 submitted in writing within 45 days of receipt of the site plan. The SCHOOL BOARD
9 shall submit revised plans. If a written determination as to consistency from the
10 COUNTY or CITY has not been received within ninety days after initial submittal, the
11 COUNTY or CITY shall have waived its right to comment on the SCHOOL BOARD's
12 site plan.

13 The SCHOOL BOARD, COUNTY and/or CITIES may amend the written agreement
14 identifying on-site and off-site improvements during the review of the site plan. The City
15 shall commit the necessary potable water supply capacity to serve the school during its
16 review of the school site plan.
17

18 **B.** These provisions do not waive or terminate any rights granted to the
19 SCHOOL BOARD by §1013 et seq, Fl. Stat., SREF, and/or the Florida Building Code
20 unless specifically agreed to by the SCHOOL BOARD.

21 (1) The LOCAL GOVERNMENT may not deny the site
22 plan based on the adequacy of the site plan as it relates solely to the needs of the
23 educational facility. The LOCAL GOVERNMENT's review is limited to
24 consistency with the comprehensive plan, environmental concerns, health, safety and
25 welfare and effects on adjacent property. Standards and conditions may not be
26 imposed which conflict with those established in Florida Statutes (SREF) or the
27 State Uniform Building Code, unless mutually agreed by the SCHOOL BOARD and
28 the LOCAL GOVERNMENT.

29 **SECTION 4. SCHOOL DISTRICT REVIEW OF COMPREHENSIVE PLANS** 30 **AND DEVELOPMENT**

31 **A. Comprehensive Plan Review**

32 Each LOCAL GOVERNMENT agrees to submit to the SCHOOL DISTRICT
33 every comprehensive plan amendment that it transmits to the Volusia Growth
34 Management Commission.

35 **B. Future Land Use Element Plan Amendments**

36 In furtherance of Section 206 of the Volusia County Charter, each LOCAL
37 GOVERNMENT shall require that every applicant seeking an amendment to Future Land
38 Use map or text which affects existing or proposed residential land uses shall provide a
39 copy of the proposed amendment to the SCHOOL DISTRICT at the time of submitting
40 the application. Any proposed amendment to a land use element initiated by the LOCAL

1 GOVERNMENT shall be submitted to the SCHOOL BOARD at least forty-five (45)
2 working days prior to the hearing before the Local Planning Agency (LPA). Any
3 proposed small scale amendment which increases residential density shall be forwarded
4 to the SCHOOL DISTRICT at least thirty (30) days prior to the hearing before the
5 governing body. At least five (5) days prior to the Local Planning Agency hearing the
6 LOCAL GOVERNMENT shall provide to the SCHOOL DISTRICT a copy of the
7 amendment, all supporting materials including data and analysis, staff reports and staff
8 recommendations. The LOCAL GOVERNMENT shall include the findings of the
9 SCHOOL DISTRICT as set forth below in the supporting materials. The LOCAL
10 GOVERNMENT shall also provide the notice of date, time, and location of the Local
11 Planning Agency Hearing.

12 The SCHOOL DISTRICT shall review the amendment information submitted and
13 shall evaluate the impact of the proposed amendment on the school capacity provided in
14 the SCHOOL DISTRICT's Tentative District Educational Facilities Plan, the impact on
15 permanent capacity of the affected school facilities as well as the impact on the adopted
16 Level of Service standard for affected public schools, and the projected timing and
17 delivery of public school facilities to serve any residential land use authorized by the
18 proposed Comprehensive Plan Amendment.

19 Within fifteen (15) working days of receipt of the Future Land Use Map or text
20 amendment the SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT and
21 any other Affected LOCAL GOVERNMENTS a written report setting forth the findings
22 and recommendations of the SCHOOL DISTRICT, and specifically setting forth the
23 capacity, or lack thereof, of existing facilities or planned facilities as identified in the
24 current SCHOOL DISTRICT Tentative District Educational Facilities Plan to serve
25 additional students without exceeding permanent capacity. If the SCHOOL DISTRICT
26 determines that school capacity is adequate to serve the proposed increase in residential
27 density, the SCHOOL DISTRICT shall issue a "finding of adequate school capacity,"
28 which shall constitute competent substantial evidence that adequate public school
29 capacity is likely to be available at the time it is required to serve planned new
30 development. In the event that the SCHOOL DISTRICT reports that there is not
31 adequate school capacity to serve the proposed increase in residential density, then the
32 LOCAL GOVERNMENT shall not approve the proposed Future Land Use Amendment
33 until such time as the SCHOOL DISTRICT can issue a finding that adequate school
34 capacity will exist and shall notify the Applicant accordingly. The LOCAL
35 GOVERNMENT or the Applicant may request the SCHOOL DISTRICT report on what
36 actions could be undertaken in order to provide adequate school capacity. Thereupon the
37 SCHOOL BOARD, Affected LOCAL GOVERNMENT, and Applicant may enter into
38 negotiations to evaluate options such that adequate school capacity can be timely planned
39 and constructed to serve the anticipated students associated with the proposed land use at
40 such time as the development is projected to occur, and recommend terms and conditions
41 for a capacity enhancement agreement which have the effect of actually increasing
42 capacity. Such agreements may provide from among the following options:

- 43 (1) Dedication of school site as approved by the SCHOOL
44 BOARD; or

(2) Construction or Donation of buildings for use as a primary or alternative learning facility; provided that such facilities meet the Florida Building Code and the State Requirements for Educational Facilities; and/or

(3) Renovation of existing buildings for use as learning facilities which actually increase capacity; or

(4) Funding dedicated to, or construction of permanent student stations;

(5) For schools contained in the adopted SCHOOL DISTRICT's Five-Year Facilities Work Program including long term, upon agreement with the SCHOOL BOARD, the developer may build the school in advance of the time set forth in the SCHOOL DISTRICT's Five-Year Facilities Work Program; or

(6) Up front lump sum payment of school impact fees; or

(7) Payment of borrowing costs; or

(8) Payment of off-site infrastructure expenses associated with new school construction, including but not limited to roads, water, and/or sewer improvements; or

(9) Funding assistance with acquisition of school site.

(10) Phasing of school construction or delay of development construction in order to timely plan for availability of school capacity.

(11) Charter school provided that such school is approved by the SCHOOL BOARD and its construction meets the Florida Building Code and State Requirements for Educational Facilities and any enhanced hurricane protection area requirements as determined by Volusia County Emergency Management, and provides for a reverter clause to the SCHOOL BOARD in the event that the school should close.

(12) Any other measure approved by the SCHOOL BOARD which actually increases school capacity or accelerates a project on the Five Year Work Program.

Upon the successful negotiation of a capacity enhancement agreement, the SCHOOL BOARD may issue a Finding of Adequate School Capacity conditioned upon the execution of a capacity enhancement agreement with the SCHOOL BOARD, LOCAL GOVERNMENT, and Applicant as parties to the agreement which shall be enforceable by the SCHOOL BOARD and the LOCAL GOVERNMENT.

As part of a capacity enhancement agreement, the Applicant, SCHOOL BOARD, and LOCAL GOVERNMENT may agree on a means to convert the agreement to a

1 Mitigation Agreement under Section 11 (C) so as to allocate credit for donation of land,
2 construction of facilities, and provide for reservation of capacity.

3 The LOCAL GOVERNMENT shall include the report and recommendations of
4 the SCHOOL DISTRICT at its Local Planning Agency (LPA) and transmittal hearing,
5 and if the COUNTY or MUNICIPALITY decides to transmit the proposed plan
6 amendment to the Department of Community Affairs and Volusia Growth Management
7 Commission, the COUNTY or MUNICIPALITY shall include the written report and
8 recommendations of the SCHOOL DISTRICT in its transmittal package

9 In considering whether to adopt any Comprehensive Plan Amendment providing
10 for an increase in allowable residential densities, the LOCAL GOVERNMENTS shall
11 consider the factors set forth in the written report of the SCHOOL DISTRICT including
12 such measures as set forth above in paragraph B 1-11 in a form acceptable to and
13 enforceable by the SCHOOL BOARD and Affected LOCAL GOVERNMENTS. No
14 comprehensive plan amendment which increases residential density shall be adopted if
15 adequate public schools cannot be timely planned and constructed to serve the projected
16 increase in the student population.

17 **C. Residential Rezonings**

18 In furtherance of Section 206 of the Volusia County Charter, each LOCAL
19 GOVERNMENT shall require that every applicant seeking a rezoning which increases
20 density shall provide a copy of the proposed rezoning to the SCHOOL DISTRICT at the
21 time of submitting the application. Each LOCAL GOVERNMENT which initiates an
22 administrative rezoning which modifies and/or adds additional residential units shall
23 provide a copy of the proposed rezoning at least forty-five (45) working days prior to the
24 hearing before the local planning agency. Each LOCAL GOVERNMENT agrees to
25 submit to the SCHOOL BOARD at least five (5) working days prior to their hearing on
26 the subject rezoning the application information along with a copy of the development
27 plan, supporting materials, staff reports and staff recommendations and the date, time and
28 place of the local planning agency hearing. The LOCAL GOVERNMENT shall include
29 the findings of the SCHOOL DISTRICT as set forth below in the supporting materials.

30 The SCHOOL DISTRICT shall review the rezoning information submitted and
31 shall evaluate the impact of the proposed rezoning on the school capacity provided in the
32 SCHOOL DISTRICT's Tentative District Educational Facilities Plan, the impact on
33 permanent capacity of the affected school facilities as well as the impact on the adopted
34 Level of Service standard for public schools, and the projected timing and delivery of
35 public school facilities to serve any residential development authorized by the rezoning
36 approval.

37 Within fifteen (15) working days of receipt of the rezoning application the
38 SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT and any other
39 Affected LOCAL GOVERNMENTS a written report setting forth the findings and
40 recommendations of the SCHOOL DISTRICT, and specifically setting forth the capacity,
41 or lack thereof, of existing facilities or planned facilities identified in the current

1 SCHOOL DISTRICT Tentative District Educational Facilities Plan to serve additional
2 students without exceeding the permanent capacity and the adopted Level of Service.

3 If the SCHOOL DISTRICT determines that school capacity is adequate to serve
4 the proposed increase in residential density, the SCHOOL DISTRICT shall issue a
5 “finding of adequate school capacity,” which shall constitute competent substantial
6 evidence that adequate public school capacity is likely to be available at the time it is
7 required to serve planned new development. In the event that the SCHOOL DISTRICT
8 reports that there is not adequate capacity to serve the proposed rezoning, then the
9 LOCAL GOVERNMENT shall not approve the proposed rezoning until such time as the
10 SCHOOL DISTRICT can issue a finding that adequate school capacity will exist and
11 shall notify the Applicant accordingly. The LOCAL GOVERNMENT or the Applicant
12 may request the SCHOOL DISTRICT report on what actions could be undertaken in
13 order to provide adequate school capacity. Thereupon the SCHOOL BOARD, LOCAL
14 GOVERNMENT, and Applicant may enter into negotiations to evaluate options such that
15 capacity can be timely planned to serve the anticipated students associated with the
16 proposed rezoning at such time as the development is projected to occur, and recommend
17 terms and conditions for a capacity enhancement agreement as more particularly set forth
18 in above in paragraph B 1-11 of this AGREEMENT. Upon the successful negotiation of
19 a capacity enhancement agreement, the SCHOOL BOARD may issue a Finding of
20 Adequate School Capacity conditioned upon the execution of a capacity enhancement
21 agreement with the SCHOOL BOARD, LOCAL GOVERNMENT, and Applicant as
22 parties to the agreement which shall be enforceable by the SCHOOL BOARD and
23 Affected LOCAL GOVERNMENTS.

24 The LOCAL GOVERNMENT shall include the report and recommendations of
25 the SCHOOL DISTRICT at its local Planning Board hearing, and if the LOCAL
26 GOVERNMENT governing board decides to approve the proposed rezoning, the
27 LOCAL GOVERNMENT shall include the written report and recommendations of the
28 SCHOOL DISTRICT in its findings.

29 In considering whether to approve any rezoning providing for increased
30 residential densities, the LOCAL GOVERNMENTS shall consider the factors set forth in
31 the written report of the SCHOOL DISTRICT including such capacity enhancement
32 measures as set forth in above in paragraph B 1-11 of this AGREEMENT in a form
33 acceptable to and enforceable by the SCHOOL BOARD and Affected LOCAL
34 GOVERNMENTS. LOCAL GOVERNMENTS acknowledge that adequate school
35 capacity or lack thereof, is a basis for not increasing residential densities/units. In the
36 event that a capacity enhancement agreement is required, and the LOCAL
37 GOVERNMENT desires to approve the re-zoning, the action of the LOCAL
38 GOVERNMENT to approve the re-zoning shall not be effective until a Capacity
39 Enhancement Agreement is executed by the SCHOOL BOARD, LOCAL
40 GOVERNMENT, and applicant, and enforceable by the SCHOOL BOARD. No
41 rezoning which increases residential density shall be adopted if adequate public schools
42 cannot be timely planned and constructed to serve the projected increase in the student
43 population.

1 **D. Residential Site Plans and Subdivisions**

2 Each LOCAL GOVERNMENT agrees to require an applicant for residential site
3 plan or subdivision approval or Functional Equivalent to submit their plans to the
4 SCHOOL DISTRICT at the same time as their filing with the LOCAL GOVERNMENT.
5 Within five (5) days, the LOCAL GOVERNMENT agrees to inform the SCHOOL
6 DISTRICT of the projected date where the site plan or subdivision or Functional
7 Equivalent is scheduled to be considered by the COUNTY Development Review
8 Committee or the appropriate body or officer for the respective CITIES. If the site plan or
9 subdivision requires approval by the local planning agency or governing board, then the
10 LOCAL GOVERNMENT shall inform the SCHOOL DISTRICT of the date, time, and
11 place of the authorizing agency hearing and provide staff reports and supportive materials
12 at least five (5) days prior to the hearing. The LOCAL GOVERNMENT shall include the
13 SCHOOL DISTRICT's report as set forth below in its information to its authorizing
14 agency.

15 If a development is precluded from commencing because there is inadequate
16 capacity to mitigate the impacts of the development, the development may nevertheless
17 commence if there are accelerated facilities in an approved capital improvement element
18 scheduled for construction in year four or later of such plan which, when built, will
19 mitigate the proposed development or if such accelerated facilities will be in the next
20 annual update of the capital facilities element, the developer enters into a mitigation
21 agreement with the SCHOOL DISTRICT to construct an accelerated facility within three
22 years of an approved capital improvement plan and the cost of the school facility is equal
23 or greater than the development's proportionate share.

24 The SCHOOL DISTRICT shall review the residential subdivision or site plan
25 information submitted and shall evaluate the impact of the proposed request on the school
26 capacity provided in the SCHOOL DISTRICT's Five-Year Facilities Work Program, the
27 impact on the adopted Level of Service standard for public schools, and the projected
28 timing and delivery of public school facilities to serve the proposed residential
29 development.

30 Within fifteen (15) working days of receipt of the residential subdivision or site
31 plan the SCHOOL DISTRICT shall submit to the LOCAL GOVERNMENT a written
32 report setting forth the findings and recommendations of the SCHOOL DISTRICT, and
33 specifically setting forth the capacity, or lack thereof, of existing facilities or planned
34 facilities identified within the first three (3) years of the SCHOOL DISTRICT's Capital
35 Improvement Plan to serve additional students without exceeding the adopted level of
36 service.

37 The LOCAL GOVERNMENT shall consider the report and recommendations of
38 the SCHOOL DISTRICT at its local authorizing hearing or its Functional Equivalent, and
39 if the LOCAL GOVERNMENT decides to approve the proposed request for the
40 residential site plan and/or subdivision, the LOCAL GOVERNMENT shall include the
41 written report and recommendations of the SCHOOL DISTRICT in its findings.

1 If the SCHOOL DISTRICT determines that school capacity is adequate to serve
2 the proposed development, the SCHOOL DISTRICT shall issue a “certificate of school
3 concurrency,” which shall constitute competent substantial evidence that the affected
4 public school or schools can accommodate the additional students. In the event that the
5 SCHOOL DISTRICT reports that there is not adequate capacity available to serve the
6 proposed development within three years, then the LOCAL GOVERNMENT agrees not
7 to approve the proposed subdivision or site plan until such time as the SCHOOL BOARD
8 can certify that adequate capacity exists and shall notify the applicant accordingly. The
9 LOCAL GOVERNMENT or the Applicant may request the SCHOOL DISTRICT report
10 on what actions could be undertaken in order to provide capacity. Thereupon the
11 SCHOOL DISTRICT, LOCAL GOVERNMENT, and Applicant may enter into
12 negotiations to evaluate options for proportionate share mitigation or recommend terms
13 and conditions for a mitigation agreement as more particularly set forth in Section 11 of
14 this AGREEMENT. Upon the successful execution of a mitigation agreement, the
15 SCHOOL BOARD shall issue a Certificate of School Concurrency conditioned upon the
16 execution of a Mitigation Agreement with the SCHOOL BOARD, LOCAL
17 GOVERNMENT, and Applicant as parties to the agreement which shall be subject to
18 monitoring and enforceable by the SCHOOL BOARD. A LOCAL GOVERNMENT
19 may not deny an application for site plan, final subdivision approval, or the functional
20 equivalent for a development or phase of a development authorizing residential
21 development for failure to achieve and maintain the level-of-service standard for public
22 school capacity in a local school concurrency management system where adequate school
23 facilities will be in place or under actual construction within three (3) years after the
24 issuance of final subdivision or site plan approval, or the functional equivalent.

25 **SECTION 5. OVERSIGHT AND CONFLICT RESOLUTION**

26 The SCHOOL BOARD, the COUNTY and the CITIES shall each appoint a
27 citizen member to serve on an oversight committee to monitor implementation of the
28 interlocal agreement, including monitoring and evaluation of the school concurrency
29 system. Committee members shall receive copies of all final reports and documents
30 produced pursuant to this interlocal agreement. The committee shall provide for public
31 comment on the implementation of the interlocal agreement once each year. The
32 committee shall appoint a chairperson, meet at least annually, and report to participating
33 LOCAL GOVERNMENTS, the SCHOOL BOARD and the general public on the
34 effectiveness with which the interlocal agreement is being implemented. SCHOOL
35 BOARD staff will facilitate this committee’s process, as needed.

36 The SCHOOL BOARD, CITIES and COUNTY agree to work together to resolve
37 disputes. When the dispute relates to a proposed comprehensive plan amendment
38 covered by this agreement, the parties shall submit the matter to the Volusia Growth
39 Management Commission for consistency review. Otherwise, the parties agree to utilize
40 mediation to resolve disputes and agree that any resolution mutually agreed upon as a
41 result of mediation shall be binding on both parties. Any costs incurred to resolve the
42 dispute shall be shared equally between the involved parties. Mediator(s) shall be
43 selected by one of the following methods:

(a) The Florida Conflict Resolution Consortium; or

(b) A mutually agreed upon Florida Bar certified mediator.

SECTION 6. JOINT DEVELOPMENT OF SCHOOLS, PARKS, AND OTHER USES

A. The COUNTY, CITIES and SCHOOL BOARD agree to promote and support community development and design by encouraging joint development of property on or adjacent to proposed school sites for parks, recreation and other compatible site activities.

B. The COUNTY, CITIES and SCHOOL BOARD mutually agree to the following mechanisms to investigate and implement options for joint design and development of related facilities.

(1) As early as possible, but not later than the execution of formal contracts for site acquisition of each new public school facility, the SCHOOL BOARD shall notify the COUNTY/CITY Manager for purposes of facilitating a meeting to discuss the opportunity for joint utilization and/or development of public school and park sites.

(2) The COUNTY/CITY shall evaluate alternatives and the feasibility for acquiring additional property adjacent to the school and the COUNTY/CITY shall consider recommendations for acquisition and/or joint development of related facilities.

(3) For sites recommended by the COUNTY/CITY, the COUNTY/CITY shall coordinate preparation of joint development plans with the SCHOOL BOARD.

(4) Maintenance responsibilities shall be shared and agreed upon by both parties of the shared facilities.

SECTION 7. JOINT MEETINGS AND COORDINATION OF PLANNING

Each party to this agreement shall appoint their Planning Director or designee to represent their respective agency to a committee that shall meet twice per year to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning. Issues for discussion shall include population and student projections, development trends, educational facility needs, co-location and joint use opportunities, and infrastructure improvements needed to support schools and ensure safe student access. These meetings shall be open to the public and public participation shall be an item on the agenda. The committee shall meet in May and October of each year. The SCHOOL BOARD representative shall be responsible for establishing meeting dates, times and agendas and notifying the committee representatives and the press.

1 Prior to the May meeting the SCHOOL BOARD representative shall send letters
2 to the CITIES and COUNTY representatives inviting the submission of comments, issues
3 of concern, and/or projects for consideration in the preparation of the upcoming work
4 program. During the five-year update of the educational plant survey, these letters shall
5 include the submission of suggestions to be considered in the update of the educational
6 plant survey.

7 **A.** At the May meeting, the following shall be included as agenda items:

8 (1) Proposed capital budgets for each party. This shall include
9 the 5-year facilities work program for the SCHOOL BOARD. During the year of the
10 update to the 5-year educational plant survey, the educational plant survey shall also be
11 an agenda item.

12 (2) The COUNTY and CITIES shall provide to the SCHOOL
13 BOARD the proposed annual Capital Improvements Program (CIP)

14 (3) The COUNTY's proposed 5-year road improvement
15 program.

16
17 **B.** At the October meeting the following shall be included as agenda items:

18 (1) Student enrollment and population projections.

19 (2) Growth, new development, infill development and
20 redevelopment plans.

21 (3) Annual School District Report and program changes in
22 capacity.

23 (4) Consideration of amendments to Concurrency Service
24 Areas, Level of Service, School Attendance Boundaries.

25 (5) Consideration of new infrastructure needed to serve
26 planned new schools.

27 (6) Consideration of any updates to the Capital Improvements
28 Element of the COUNTY and CITIES' Comprehensive Plans.

29 At the conclusion of the October meeting the parties shall agree and base their
30 plans upon a projection of the amount, type, and distribution of population growth and
31 student enrollment. The Annual SCHOOL DISTRICT Report as set forth in Section 1(C)
32 provided by the SCHOOL BOARD representative to the CITIES and COUNTY
33 representatives shall include the district's adopted work program and shall reflect the
34 student capacity at each school for use by the CITIES and COUNTY in its review of new
35 development applications.

1 C. The COUNTY and CITIES shall also send the SCHOOL DISTRICT a
2 copy of each Planning Board and Council/Commission agenda.

3 D. The SCHOOL BOARD shall provide a copy of the Educational Plant
4 Survey to the COUNTY and CITIES every five years.

5 E. Semi-annually, each designee to the committee identified in Section 7
6 shall file a report with their respective Local Planning Agency and SCHOOL BOARD
7 regarding the implementation of the coordinated planning efforts identified in this
8 AGREEMENT. If the SCHOOL BOARD or each Local Planning Agency that finds that
9 the implementation of the agreement is not occurring, it shall make a recommendation to
10 its local governing body of the steps necessary to achieve successful implementation. All
11 other parties to this agreement shall receive notice of such recommendations.

12 F. SCHOOL BOARD Workshop. During June of each year, the SCHOOL
13 BOARD shall hold a public workshop to consider the status of the District Educational
14 Facilities Plan, Capital Outlay Program, capacity, projected student populations, and any
15 policy issues identified during the May planning meeting. All LOCAL
16 GOVERNMENTS shall be invited to the workshop and have the opportunity to provide
17 comments on matters relating to the adoption of the capital improvement plan and related
18 matters.

19 **SECTION 8. CAPITAL IMPROVEMENT PLAN**

20 **A. Tentative District Educational Facilities Plan**

21 Prior to adoption of the district school budget in September of each year, the
22 SCHOOL BOARD will prepare a tentative district educational facilities plan that
23 includes long-range planning for facilities needs over the 5-year, 10-year, and 20-year
24 periods. The BOARD shall submit a copy of its plan to the COUNTY and all
25 MUNICIPALITIES, providing for comment and input prior to presentation for adoption.

26 (1) The Tentative District Educational Facilities Plan shall
27 include projected student populations apportioned by school, using data and methodology
28 as referenced in Section 1, Coordinated Planning and Sharing of Information. The Plan
29 shall also include projected space needs, general location of schools to be constructed
30 over the 5-year, 10-year, and 20-year time periods and location of future school sites.
31 The Plan shall be financially feasible for the first five years.

32 (2) All the Affected LOCAL GOVERNMENTS may review
33 the tentative district educational facilities plan and comment to the SCHOOL BOARD on
34 the consistency of the plan with the local comprehensive plan, whether a comprehensive
35 plan amendment will be necessary for any proposed educational facility, and whether the
36 LOCAL GOVERNMENT supports a necessary comprehensive plan amendment.

37 (3) The SCHOOL BOARD, the COUNTY, and the
38 MUNICIPALITIES agree that coordinated planning for locating and construction of
39 schools with the associated infrastructure is the most cost effective approach to deliver

1 school capacity. Off-site improvements can be planned for at the time of Capital Budget
2 consideration by both the BOARD and the LOCAL GOVERNMENTS.

3 **B. Annual Capital Outlay Budget**

4 On or before September 30th of each year, the SCHOOL BOARD shall adopt the
5 Annual Capital Outlay Budget which shall fund the subsequent Five-Year Facilities
6 Work Program and which is included in the Tentative District Educational Facilities Plan.

7 **C. District Facilities Five-Year Work Program**

8 The District's Five-Year Work Program shall contain data and analysis to
9 demonstrate a financially feasible program of school construction for a five (5) year
10 period which adds capacity to achieve and maintain the adopted LOS for schools, based
11 upon the student projections in Section 1. The Work Program will provide for
12 replacement schools which satisfies the SCHOOL DISTRICT's constitutional obligation
13 to provide a uniform system of free public schools on a district-wide basis. The
14 SCHOOL BOARD may adopt a ten (10) year plan to achieve and/or maintain the
15 necessary satisfactory number of student stations.

16 The SCHOOL DISTRICT's Facilities Five-Year Work Program and each annual
17 update shall include a description of each school project, the amount of money to be
18 spent in each fiscal year for the planning, preparation, land acquisition, construction and
19 renovation of each school project. Each annual update shall also include capacity
20 improvement committed under Capacity Enhancement Agreements and Mitigation
21 Agreements. Each annual update will include a new fifth year work program.

22 **SECTION 9. COMPREHENSIVE PLAN AMENDMENTS**

23 The process for the development, adoption, and amendment of Comprehensive
24 Plan amendments shall be that set forth in Section 163.3184, Florida Statutes and Section
25 202.3 of the Volusia County Charter.

26 **A. Process for Development, Adoption and Amendment of the Public**
27 **School Facilities Element (PSFE).**

28 (1) The COUNTY and MUNICIPALITIES shall adopt a
29 Public School Facilities Element, which is consistent with this AGREEMENT and
30 Rule 9J-5.025, F.A.C. The COUNTY and MUNICIPALITIES shall notify the
31 SCHOOL DISTRICT when this element is adopted and when the element becomes
32 effective.

33 (2) Any local issues not specifically required by Statute or
34 Rule in the Public School Facilities Element may be included or modified in the
35 Local Government Public School Facilities Element by following the normal
36 Comprehensive Plan amendment process.

1 **B. Intergovernmental Coordination Element**

2 The Intergovernmental Coordination Element shall provide for coordination
3 between SCHOOL BOARD, COUNTY and Municipalities pursuant to this
4 AGREEMENT. This coordination shall include, but not be limited to, procedures to
5 identify and implement joint processes, review of capacity and level of service issues
6 which affect multiple local governments, coordination and sharing of information among
7 local governments, modifications to concurrency service areas, and provisions for
8 providing infrastructure to future school sites.

9 **C. Process for Development and Adoption of Capital Improvements**
10 **Element**

11 (1) The SCHOOL DISTRICT shall prepare “The
12 SCHOOL DISTRICT of Volusia County Capital Improvement Schedule” as part of
13 the SCHOOL DISTRICT’s Five-Year Facilities Work Program and the COUNTY
14 and the MUNICIPALITIES shall include the Schedule into the Capital
15 Improvements Element (CIE) of their comprehensive plan, pursuant to the Schedule
16 set forth in Section 14.

17 (2) The procedures for the annual update and amendment
18 of the LOCAL GOVERNMENT’s public school Facilities Work Program in its
19 Capital Improvements Element is set forth in Section 8 of this AGREEMENT.

20 **D. Amend Land Development Regulations**

21 Prior to February 1, 2008, COUNTY and each MUNICIPALITY shall adopt land
22 development regulations necessary to implement the comprehensive plan provisions to
23 implement school concurrency and Section 206 of the Volusia County Charter.

24 **SECTION 10. SCHOOL CONCURRENCY OVERVIEW**

25 **A. Agreement to Establish School Concurrency**

26 The PARTIES desire to establish a public school concurrency system consistent
27 with the requirements of Section 163.3180, Florida Statutes.

28 The PARTIES agree that the delivery of timely planned and constructed public
29 school facilities at the adopted level of service requires close coordination among the
30 PARTIES at both the land use planning and residential development permitting levels.
31 Further, the PARTIES agree that new and renovated/redeveloped school facilities should
32 be planned for and provided in proximity to those areas planned for residential
33 development or redevelopment. Accordingly, to implement an effective school planning
34 and concurrency system that will ensure that the planning, construction, maintenance,
35 renovation, and replacement of public educational facilities are coordinated in time and
36 place with residential development concurrently with other necessary services, the
37 PARTIES agree that the SCHOOL BOARD must be afforded the opportunity to review
38 and provide timely findings and recommendations to the COUNTY and the

1 MUNICIPALITIES on proposed amendments to their respective Comprehensive Plans
2 and re-zonings as set forth in this Agreement and Section 206 of the Volusia County
3 Charter. When done in a cooperative and forward-looking manner, this planning should
4 make implementation of concurrency at the development order stage easier to implement.

5 The PARTIES agree that in order to provide future public school facilities in a
6 timely manner at appropriate locations, residential development orders or Functional
7 Equivalent issued by the COUNTY and by each MUNICIPALITY shall be issued and
8 conditioned only if there is availability of public school facilities at the level of service
9 specified in this AGREEMENT concurrent with the impact of such development. A
10 determination that school capacity is available before issuance of a development order
11 Functional Equivalent, consistent with the level of service standard, hereafter referred to
12 as “concurrency,” shall be based upon the adopted Public School Facilities Element and
13 Capital Improvement Element of the COUNTY’s and MUNICIPALITIES’
14 comprehensive plans that is consistent with the SCHOOL DISTRICT’s Five-Year
15 Facilities Work Program and which shall be implemented by Land Development
16 Regulations adopted by each LOCAL GOVERNMENT consistent with Section 8. A
17 LOCAL GOVERNMENT may not deny an application for site plan, final subdivision
18 approval, or the functional equivalent for a development or phase of a development
19 authorizing residential development for failure to achieve and maintain the level-of-
20 service standard for public school capacity in a local school concurrency management
21 system where adequate school facilities will be in place or under actual construction
22 within three (3) years after the issuance of final subdivision or site plan approval, or the
23 functional equivalent.

24 **B. Required Concurrency Elements**

25 Comprehensive Plan Amendments - No later than February 1, 2008, the LOCAL
26 GOVERNMENTS agree to adopt the following comprehensive plan amendments which
27 shall be consistent with each other as required in Section 163.3180, Florida Statutes:

28 (1) Amend its comprehensive plan to add a Public Schools
29 Facilities Element (PSFE) consistent with the requirements of Section 163.3180,
30 Florida Statutes, and this AGREEMENT.

31 (2) Amend its Intergovernmental Coordination Element
32 (ICE) as required by Section 163.3177(6) (h) 1. and Florida Statutes, and this
33 AGREEMENT.

34 (3) Incorporate “The SCHOOL DISTRICT of Volusia
35 County’s Five-Year Facilities Work Program” into its adopted Capital Improvement
36 Element (CIE), and keep on file the updated and adopted SCHOOL DISTRICT’s
37 Five-Year Facilities Work Program in order to set forth a financially feasible public
38 school Facilities Work Program, consistent with the adopted Level of Service
39 Standards for public schools.

1 **C. Specific Responsibilities of the Parties**

2 When the comprehensive plan amendments adopted in accordance with Section 9
3 become effective, the COUNTY AND MUNICIPALITIES agree to undertake the
4 following activities:

5 (1) Each LOCAL GOVERNMENT shall adopt land
6 development regulations consistent with the Public School Facilities Element and the
7 requirements of this AGREEMENT. For school planning issues governed by
8 Section 206 of the Volusia County Charter, the COUNTY's ordinance shall govern.
9 For all other matters covered by this agreement, if a CITY fails to adopt land
10 development regulations implementing school concurrency, the appropriate sections
11 of the COUNTY's land development regulations shall govern.

12 (2) Once the School Concurrency Program commences,
13 the LOCAL GOVERNMENTS agree not to issue any development orders for new
14 residential units until the SCHOOL DISTRICT has reported that there is school
15 capacity available to serve the development being approved consistent with the
16 requirements of this AGREEMENT. The LOCAL GOVERNMENT processing an
17 application for a development order shall contact the School District to ascertain the
18 affected Local Governments which could be impacted by a proposed development
19 order and be responsible for notification of any and all Affected LOCAL
20 GOVERNMENTS.

21 (3) By entering into this Interlocal AGREEMENT, the
22 SCHOOL DISTRICT agrees to undertake the following activities:

23 (a) Prepare and update annually a financially feasible
24 Five-Year Facilities Work Program which reports on anticipated capacity to meet
25 demand for student stations and where there is projected funding to meet capacity at a
26 projected date such that the plan is financially feasible such that for all schools of each
27 type in each Concurrency Service Area and each individual school does not exceed the
28 adopted level of service for each year except as provided with this AGREEMENT and
29 the Public School Facilities Element (PSFE).

30 (b) Adopt the SCHOOL DISTRICT's Five-Year
31 Facilities Work Program.

32 (c) Provide the COUNTY and MUNICIPALITIES with
33 the required data and analysis updated annually to evaluate the comprehensive plan
34 elements and any amendments relating to school concurrency.

35 (d) Approve a ten and twenty year work program
36 consistent with the requirements of this AGREEMENT.

37 (e) Maintain and publish data which shows the existing
38 capacity, projected annual capacity, including reservation of future capacity, in such a

1 manner that it could be used by LOCAL GOVERNMENTS and developers in planning
2 for new residential development.

3 (f) Review applications for proposed new residential
4 developments for compliance with concurrency standards, consistent with the
5 requirements of this AGREEMENT.

6 (g) Review mitigation proposals consistent with the
7 requirements of this AGREEMENT.

8 (h) Prepare reports on enrollment and capacity,
9 consistent with the requirements of this AGREEMENT.

10 (i) Coordinate planning with the COUNTY and
11 MUNICIPALITIES regarding population projections, school siting, projections of
12 development and redevelopment for the coming year, infrastructure required to support
13 public school facilities, and amendments to future land use plan elements consistent with
14 the requirements of this AGREEMENT.

15 **D. Amend Comprehensive Plan**

16 Upon the adoption of the SCHOOL DISTRICT's Capital Outlay Budget and
17 Five-Year Facilities Work Program, the SCHOOL BOARD shall transmit copies to the
18 COUNTY and all MUNICIPALITIES which shall thereupon amend "The SCHOOL
19 DISTRICT of Volusia County Capital Improvement Schedule" of the Capital
20 Improvement Element of its Comprehensive Plans to include the changes in the next
21 round of amendments.

22 **SECTION 11. SCHOOL CONCURRENCY PROGRAM**

23 **A. Commencement of School Concurrency Program**

24 The School Concurrency Program described in this Article shall commence no
25 later than February 1, 2008.

26 **B. Concurrency Program Process**

27 As more particularly set forth in Section 4(d), the SCHOOL DISTRICT agrees to
28 review and make school concurrency determinations for a proposed residential
29 development for which an application for a development order or functional equivalent is
30 submitted and LOCAL GOVERNMENTS agree not to issue development orders unless a
31 Certificate of School Concurrency is issued which shows that school capacity can be
32 provided to serve the proposed development. Upon applicant submitting and SCHOOL
33 DISTRICT receiving application, SCHOOL DISTRICT staff shall have fifteen (15)
34 working days to provide concurrency report to applicable LOCAL GOVERNMENT
35 consistent with Section 4 (D) of this AGREEMENT. The report shall detail whether or
36 not school capacity will be available to serve the proposed development. The report shall
37 include a Certificate of School Concurrency if sufficient capacity exists for the proposed

1 development or it may set forth conditions required to satisfy the requirements of school
2 concurrency including proportionate share mitigation.

3 **C. Proportionate Share Mitigation**

4 In the event that the SCHOOL DISTRICT determines that there is not sufficient
5 capacity available to serve the proposed residential development, the developer and
6 SCHOOL DISTRICT and LOCAL GOVERNMENT may enter into negotiations in an
7 effort to mitigate the impact from the development. Mitigation options must consider the
8 SCHOOL DISTRICT's educational delivery methods and requirements, and the State
9 Requirements for Educational Facilities (S.R.E.F.) and may include, but not be limited to,
10 the following:

11 (1) Donation of buildings for use as a primary or
12 alternative learning facility; and/or

13 (2) Renovation of existing buildings for use as learning
14 facilities; or

15 (3) Funding dedicated to, or construction of permanent
16 student stations or core capacity; or

17 (4) For schools contained in the adopted SCHOOL
18 DISTRICT's Five-Year Facilities Work Program only, upon agreement with the
19 SCHOOL BOARD, the developer may build the school in advance of the time set
20 forth in the SCHOOL DISTRICT's Five-Year Facilities Work Program; or

21 (5) Agreement to contribute funds or other assets toward a
22 specific capacity project sufficient to advance the project into the District Five Year
23 Facilities Work Program for the subsequent year.

24 (6) Dedication of school site as approved by the SCHOOL
25 BOARD; or

26 (7) Up front lump sum payment of school impact fees; or

27 (8) Payment of borrowing costs; or

28 (9) Payment of off-site infrastructure expenses, including
29 but not limited to roads, water, and/or sewer improvements and pedestrian facilities;
30 or

31 (10) Payment of transportation costs associated with the
32 movement of students outside two (2) mile zone as a result of overcapacity school,
33 or

34 (11) Funding assistance with acquisition of school site.

(12) Phasing of construction or delay of construction in order to timely plan for availability of school capacity.

(13) Establishment of an Educational Facilities Benefit District, as provided in Sec. 1013.355, Fl. Stat.

(14) Impact fee credits may be granted as permitted by law and agreed upon by SCHOOL BOARD.

(15) Construction of a charter school provided that such school is approved by the SCHOOL BOARD and its construction meets the Florida Building Code and State Requirements for Educational Facilities and any enhanced hurricane protection area requirements as determined by Volusia County Emergency Management, and provides for a reverter clause to the SCHOOL BOARD in the event that the school should close.

(16) Any other measure approved by the SCHOOL BOARD which actually increases school capacity or accelerates a project on the Five Year Work Program.

D. Issue Certificate of School Concurrency

A Certificate of School Concurrency shall be issued if the impacts of the proposed development's projected student enrollment do not cause the adopted Level of Service (or Tiered or Interim LOS) to be exceeded. If the development is not in compliance, the Certificate of School Concurrency shall detail why the development is not in compliance and shall offer the applicant the opportunity to enter into the 90 day negotiations described below.

If the conclusion of the negotiation period results in an executed mitigation agreement, a Certificate of School Concurrency shall be issued and shall be conditioned upon those mitigation measures agreed to by the developer/applicant/property owner and the SCHOOL BOARD. The mitigation measures shall be memorialized in the mitigation agreement between the SCHOOL BOARD, LOCAL GOVERNMENT and the Developer/applicant/property owner that specifically details mitigation provisions to be provided and the relevant terms and conditions. If mitigation is not agreed to, the SCHOOL DISTRICT shall not issue a Certificate of School Concurrency.

A Certificate of School Concurrency issued by the SCHOOL DISTRICT shall be valid for the duration of the Final Development Order, but no longer than two (2) years. A Certificate of School Concurrency issued to a Developer/applicant/property owner shall be site specific and not be transferable to other sites without the approval of the SCHOOL BOARD and LOCAL GOVERNMENT.

E. Concurrency Service Areas.

The PARTIES hereby agree that initially School Concurrency shall be measured and applied on the basis of Concurrency Service Areas (CSA's) as follows:

1 (a) Elementary Schools. The Concurrency Service Areas for
2 elementary schools shall be coterminous to the school attendance boundary of each
3 school as shown on Map 8A as modified by the central no school zone areas. School
4 attendance boundaries may be amended from time to time by the SCHOOL BOARD, in
5 its sole discretion. The initial CSA map is attached hereto as Exhibit A.

6 (b) Middle Schools. The Concurrency Service Areas for middle
7 schools shall be coterminous to the school attendance boundary of each school as shown
8 on Map 8B as modified by the central no school zone areas. School attendance
9 boundaries may be amended from time to time by the SCHOOL BOARD, in its sole
10 discretion. The initial CSA map is attached hereto as Exhibit B.

11 (c) High Schools. The Concurrency Service Areas for high schools
12 shall be as shown on Map 7 as modified by the central no school zone areas. The initial
13 CSA map is attached hereto as Exhibit C.

14 (d) No School Zones. The Concurrency Service Areas include areas
15 identified as No School Zones on Maps 7, 8A and 8B because no schools are planned
16 within the area within the 20 year time horizon and that no school capacity exists within
17 the zone for the purpose of increasing residential densities and approving additional
18 residential development.

19 (e) Comprehensive Plans. The COUNTY and MUNICIPALITIES
20 agree to incorporate and adopt the CSA's and the standards for the modification of the
21 CSA's as established into the Public Schools Facilities Element of each LOCAL
22 GOVERNMENTS' comprehensive plan.

23 (f) Modification. The CSAs may be modified by execution of an
24 Addendum to this AGREEMENT by the School Board and Affected Local Governments
25 and subsequent amendment to the Public School Facilities Element by the Affected
26 LOCAL GOVERNMENTS. Any PARTY may propose a change to the CSA boundaries.
27 When modifications are proposed to concurrency service areas, consideration shall be
28 afforded the overarching goal that concurrency service areas reflect the diversity of the
29 School District in keeping with constitutional and statutory requirements, as well as
30 policy requirements established by the SCHOOL BOARD. When reviewing proposed
31 modifications to concurrency service areas, consideration should be given to the
32 following issues:

33 (1) Adopted level of service standards will not be
34 adversely impacted for each year of the five year planning period; and

35 (2) The utilization of school capacity is maximized to the
36 greatest extent possible taking into account transportation costs, court approved
37 desegregation plans; and

38 (3) Proximity to school

39 (4) Ethnic and socio-economic diversity.

- 1 (5) Subdivisions and neighborhoods.
- 2 (6) Demographic changes.
- 3 (7) Future land development patterns.
- 4 (8) Crossing guard availability.
- 5 (9) Other relevant factors

6 The parties recognize that the above stated issues are considerations but that final
7 decisions regarding school attendance boundaries are within the discretion of the
8 SCHOOL BOARD. The PARTIES acknowledge that concurrency service areas may
9 differ from the school attendance boundaries and not always be coterminous with school
10 attendance boundaries.

11 (g) Process. The PARTIES shall observe the following process for
12 modifying CSA's.

13 (1) The Planning Directors, at their regular meetings in
14 May and October as set forth in Section 14, shall consider whether modifications to
15 the CSAs should be considered.

16 (2) At such time as the SCHOOL BOARD determines that
17 the change is appropriate considering the above standards, they shall transmit the
18 proposed CSA's and data and analysis to support the changes to the
19 MUNICIPALITIES, and the COUNTY.

20 (3) The COUNTY shall amend its Public School Facilities
21 Element to include the maps which reflect the changes to the CSA boundaries in
22 their next amendment round. Subsequently, MUNICIPALITIES may adopt these
23 changes by amendment to their comprehensive plans or adopt language which
24 incorporates by reference these subsequent modifications.

25 (4) Modifications of School Attendance Boundaries shall
26 be by the SCHOOL BOARD as otherwise provided by law. Modifications to a CSA
27 which are dependent upon modifications to a School Attendance Boundary shall be
28 effective upon approval by the SCHOOL BOARD and Affected LOCAL
29 GOVERNMENTS.

30 **F. Adjacent CSA Capacity (Adjacency)**

31 If the projected student growth from the residential development causes the
32 adopted LOS to be exceeded in the particular CSA and that type of school and capacity
33 exists in one or more contiguous CSA's, the development shall receive a certificate of
34 school concurrency provided that the adjacency is determined by the policies and
35 conditions as established by the SCHOOL BOARD and included in the COUNTY and
36 MUNICIPALITIES Public School Facilities Element.

1 In conducting the review, the SCHOOL DISTRICT shall use the adjacent CSA
2 with the most available capacity to evaluate projected enrollment, and if necessary shall
3 continue to the CSA with the next most available capacity until each of the adjacent
4 CSA's have been evaluated for available capacity provided that the adjacent CSA meets
5 the policies and conditions as established by the SCHOOL BOARD and included in the
6 COUNTY and MUNICIPALITIES Public School Facilities Element.

7 In order to determine if the available adjacent capacity can be utilized, the
8 following additional criteria shall apply:

9 (1) Travel time and distance. School bus route from the
10 school to the site of the proposed development should not exceed 50 minutes.

11 (2) Areas established for the purpose of establishing
12 student diversity at schools shall not be used to determine adjacency.

13 (3) If the boundary is adjacent based on its connection by
14 Intracoastal Waterway or across Ponce de Leon Inlet, it shall not be deemed
15 adjacent.

16 (4) Where capacity is reserved for a specific academic
17 program it cannot be claimed in an adjacent concurrency service area.

18 **G. Level of Service (LOS)**

19 To ensure the capacity of schools is sufficient to support student growth at the
20 adopted level of service within the five (5) year planning period and through the long
21 term planning period, for each CSA, the PARTIES hereby establish Levels of Service
22 (LOS) for types of schools to be applied against CSAs as set forth below. The actual
23 LOS (utilization) for all schools of each type in each CSA and each individual school
24 shall be established each year by the 20th day student membership count and shall
25 consider maximum utilization.

26 Maximum Utilization shall not be construed to mean year round school, double
27 sessions, split sessions, or transporting students more than fifty minutes from their home
28 to a school site.

29 The following level of service (LOS) standards shall be established for all schools
30 of each type within each CSA and each individual school and shall take effect by the date
31 indicated:

CONCURRENCY SERVICE AREA		
TYPE OF SCHOOL	LEVEL OF SERVICE	DATE EFFECTIVE
Elementary	115% of permanent capacity	July 1, 2011

	Interim LOS: 115% 115% 165%	DeBary Elementary July 1, 2012 Horizon Elementary July 1, 2012 Manatee Cove Elementary July 1, 2012 Orange City Elementary July 1, 2012 Pine Trail Elementary July 1, 2014 Sugar Mill Elementary July 1, 2012 Constrained July 1, 2017: Burns Oak Hill Coronado Elementary Samsula Elementary
Middle	115% of permanent capacity Interim LOS:	July 1, 2010 New Smyrna Beach Middle July 1, 2012 Southwestern Middle July 1, 2012
High	120% of permanent capacity	July 1, 2010

1 The LOS for each type of school as set forth above shall be effective July 1, 2011,
2 at the end of the first five year capital improvement plan which shall be the initial
3 planning period. It is recognized that it is not financially feasible to achieve the LOS for
4 all schools within that initial planning period so the planning period for the individual
5 schools set forth above is extended to the listed effective date. In addition, there are
6 individual schools listed as “constrained” within a 10 year planning period and the
7 Interim LOS is stated and cannot be exceeded during that time. At the end of the
8 planning period the LOS will be 115%.

9 Potential amendments to these levels of service shall be considered at least
10 annually at the staff working group meeting to take place no later than June 1 of each
11 year. If there is a consensus to amend any level of service, it shall be accomplished by
12 the execution of an amendment to this interlocal agreement by all parties and the
13 adoption of amendments to the COUNTY’s and each CITY’s comprehensive plan. The
14 amended level of service shall not be effective until all plan amendments are effective
15 and the amended interlocal agreement is fully executed. No level of service shall be
16 amended without a showing that the amended level of service is financially feasible and
17 can be achieved and maintained over the five years of the Five-Year Capital Facilities

1 Plan. After the first five years of the Five-Year Capital Facilities Plan, capacity shall be
2 maintained within each year of subsequent Five-Year Capital Facilities Plans.

3 **H. Exemptions**

4 The following residential projects are deemed to be de minimis and not subject to
5 School Concurrency review:

6 (1) Single family lots of record on a recorded plat, existing
7 as such at the time School Concurrency implementing ordinance is adopted for
8 which otherwise would be entitled to build, shall be exempt from School
9 Concurrency requirements.

10 (2) The creation of subdivisions and/or single family lots
11 equal to or less than ten (10) residential units. All subdivisions creating greater than
12 ten (10) or more lots shall be reviewed for available school capacity.

13 (3) Any residential development or any other development
14 with a residential component that received approval of a Final Development Order or
15 Functional Equivalent prior to the implementation date of school concurrency or is
16 exempt from concurrency under a LOCAL GOVERNMENT's concurrency
17 regulations is considered vested for that component which was previously approved
18 for construction and shall not be considered as proposed new residential
19 development for purposes of school concurrency.

20 (4) Any unit exempted under the Volusia County School
21 Facilities Impact Fee Ordinance as set forth in Sec. 70-181 (a).

22 (5) Non-residential development.

23 **I. Local Concurrency Implementing Ordinance**

24 Prior to February 1, 2008, each LOCAL GOVERNMENT shall adopt an
25 ordinance regulating the issuance of development orders based on the availability of
26 public schools at the required Level of Service. This ordinance shall be consistent with
27 the provisions of this AGREEMENT.

28 In the event that any participating MUNICIPALITY does not comply with the
29 above by adopting an ordinance consistent with this AGREEMENT within ninety (90)
30 days of the effective date of the Comprehensive Plan Elements, that government shall be
31 deemed to have "opted in" to the COUNTY ordinance and agrees to be bound by the
32 terms and provisions therein until it adopts its own ordinance.

33 At any time any LOCAL GOVERNMENT may opt out of the COUNTY's
34 implementing ordinance through implementing its own ordinance.

1 **SECTION 12. SPECIAL PROVISIONS**

2 **A. SCHOOL BOARD Requirements.**

3 The PARTIES acknowledge and agree that the SCHOOL DISTRICT is or may be
4 subject to the requirements of the Florida and United States Constitutions and other state
5 or federal statutes regarding the operation of the public school system. Accordingly, the
6 COUNTY, the MUNICIPALITIES and the SCHOOL DISTRICT agree that this
7 AGREEMENT is not intended, and will not be construed, to interfere with, hinder, or
8 obstruct in any manner, the SCHOOL DISTRICT's constitutional and statutory
9 obligation to provide a uniform system of free public schools on a county-wide basis or
10 to require the SCHOOL DISTRICT to confer with, or obtain the consent of the
11 COUNTY or the MUNICIPALITIES, as to whether that obligation has been satisfied.
12 Further, the COUNTY, the MUNICIPALITIES and the SCHOOL DISTRICT agree that
13 this AGREEMENT is not intended and will not be construed to impose any duty or
14 obligation on the COUNTY or MUNICIPALITY for the SCHOOL DISTRICT's
15 constitutional or statutory obligation. The COUNTY and the MUNICIPALITIES also
16 acknowledge that the SCHOOL DISTRICT's obligations under this AGREEMENT may
17 be superseded by state or federal court orders or other state or federal legal mandates.

18 **B. Land Use Authority**

19 The PARTIES specifically acknowledge that each LOCAL GOVERNMENT is
20 responsible for approving or denying comprehensive plan amendments and development
21 orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of
22 this authority to any other party. Furthermore, this subsection does not limit the authority
23 of a LOCAL GOVERNMENT to grant or deny a development order or its equivalent
24 prior to implementation of School Concurrency.

25 **C. Acts of God and other exigent circumstances beyond the control of the**
26 **SCHOOL BOARD**

27 The COUNTY and the MUNICIPALITIES acknowledge that the SCHOOL
28 DISTRICT, in its operation of the public school system, is subject to events,
29 circumstances, and external forces and authorities beyond its control. Examples are
30 hurricanes or other natural disasters which destroy school facilities, other emergency
31 situations affecting the operation of the public school system, state court judgments
32 concerning the SCHOOL DISTRICT's State Constitutional or Statutory obligation to
33 provide a uniform system of free public schools, and school desegregation orders or
34 compliance agreements involving Federal Courts or the Office of Civil Rights, United
35 States Department of Education. Such events or actions may prevent the SCHOOL
36 DISTRICT from complying with the provisions of this AGREEMENT and may require
37 the SCHOOL DISTRICT to deviate from or modify the SCHOOL DISTRICT's Five-
38 Year Facilities Work Program agreed to and approved by the COUNTY, the
39 MUNICIPALITIES and the SCHOOL DISTRICT. The COUNTY and the
40 MUNICIPALITIES hereby agree that such noncompliance, deviations, or modifications

will not be deemed a violation of this AGREEMENT and that the provisions of suspension will pertain to those occurrences.

SECTION 13. THIRD PARTY BENEFICIARY RIGHTS

The PARTIES hereby acknowledge and agree that it is not the intent of any party to this AGREEMENT to confer any rights on any persons or entities other than the PARTIES to this AGREEMENT. No person or entity not a party to this AGREEMENT shall have any claim or cause of action against either the COUNTY, the MUNICIPALITIES or the SCHOOL DISTRICT for the failure of any party to perform in accordance with the provisions of this AGREEMENT except as may be provided by law.

The COUNTY and each individual MUNICIPALITY that is a PARTY to this AGREEMENT agrees to notify the SCHOOL BOARD in the event of third party claim, liability, lawsuit, and damage award arising out of the performance of this AGREEMENT for any acts, failure to act, or decisions of that PARTY that are totally within the purview of that party or are the responsibility of that party under this AGREEMENT. Acts or decisions of the COUNTY or an individual municipality include, but are not limited to, the denial of an application for development approval based on school impacts after the SCHOOL DISTRICT has informed that party that adequate school capacity exists for the development.

SECTION 14. COORDINATED CALENDAR FOR EDUCATIONAL FACILITIES PLANNING AND CAPITAL BUDGETS

This agreement contemplates the following schedule of coordinated actions by the SCHOOL DISTRICT, and LOCAL GOVERNMENTS. The PARTIES agree to work together to assist each other in meeting the time requirements as set forth in this agreement or as otherwise provided by law.

January: Concurrency Service Area Planning meetings.

February 1: Annual adjustment of School Impact Fee.

March-May: Annual State Legislative Session where Budget is Adopted; Facilities Plan Workshops.

April 1: LOCAL GOVERNMENTS shall supply SCHOOL DISTRICT with information concerning population projections, certificates of occupancy, and building permit applications.

May: Joint Meetings of Planning Directors to coordinate and discuss planning issues.

June: SCHOOL BOARD holds Public Workshop on Facilities Planning.

July: School District Capital Budget published; LOCAL GOVERNMENTS adopt TRIM rates; Fiscal Year for SCHOOL DISTRICT begins.

1 **August:** Tentative District Educational Facilities Plan published.

2 **September 30:** SCHOOL BOARD adopts Annual Capital Outlay Budget based
3 upon District Educational Facilities Plan and includes Schedule of Capital Improvements;
4 LOCAL GOVERNMENTS adopt Budget.

5 **October 1:** SCHOOL DISTRICT shall compile 20th day student enrollment
6 membership count; Fiscal Year for LOCAL GOVERNMENTS.

7 **October:** Joint Meetings of Planning Directors to discuss coordination of
8 planning.

9 **November:** LOCAL GOVERNMENTS adopt Capital Improvement Element

10 **December:** Superintendent and staff discuss facilities needs for coming year.

11 **SECTION 15. DEFINITIONS**

12 **Adequate School Capacity** – The circumstance where there is sufficient school
13 capacity by school type, based on adopted level of service (LOS) standards, to timely
14 accommodate the demand created by a proposed residential development.

15 **Affected Local Government** – Each LOCAL GOVERNMENT within a school
16 attendance zone of an individual school.

17 **Ancillary facility** – Non-instructional buildings and/or sites utilized for such
18 facilities as vehicle maintenance, warehouses, maintenance, or administrative buildings
19 necessary to provide support services to an educational program.

20 **Auxiliary spaces** – Non-instructional spaces within an educational facility.

21 **Capacity** – The number of students that may be housed in a facility at any given
22 time based on a utilization percentage of the total number of existing satisfactory student
23 stations.

24 **Capacity Enhancement Agreement** – An agreement entered into by the LOCAL
25 GOVERNMENT, SCHOOL BOARD and applicant for a comprehensive plan
26 amendment or rezoning which increases residential densities in order for a Finding of
27 Adequate School Capacity to be issued by the SCHOOL DISTRICT.

28 **Capacity Projects** - New school construction or any project that adds necessary
29 improvements to accommodate additional permanent student stations or auxiliary
30 facilities needed for the educational program of each type of school based on the
31 requirements of State Requirements for Educational Facilities (SREF).

32 **Cities** - All cities (aka municipalities) in Volusia County, except those that are
33 exempt from participating in the school concurrency program, pursuant to Section
34 163.3180, Florida Statutes.

1 **Class Size Reduction** – Article IX, Section 1 of the Florida Constitution, which
2 was ratified by voters in November 2002 and was implemented by Florida Statute
3 1003.03. This amendment dictates the maximum class sizes as follows: 18 students per
4 classroom for Pre-K through grade 3; 22 students per classroom for grades 4 – 8; and 25
5 students per classroom for grades 9-12.

6 **Comprehensive Plan** – a plan adopted by a LOCAL GOVERNMENT that meets
7 the requirements of Sections 163.3177 and 163.3178, Florida Statutes

8 **Concurrency** – The necessary public facilities and services to maintain the
9 adopted level of service standards are available when the impacts of development occur.

10 **Concurrency Service Area (CSA)** - The specific geographic unit within a
11 SCHOOL DISTRICT in which school concurrency is applied and measured.

12 **Concurrency Service Area Level of Service Standards** - The maximum
13 acceptable percentage of school utilization determined by dividing the total number of
14 students for all schools of each type in each CSA by the total number of permanent
15 student stations for that type of school in each CSA.

16 **Consistency** - The condition of not being in conflict with and in furtherance of
17 the goals, objectives and policies of the Comprehensive Plan Elements and this
18 AGREEMENT.

19 **County of Volusia** - a political subdivision of the State of Florida (aka
20 COUNTY).

21 **Development Order** – any order granting, denying, or granting with conditions
22 an application for a development permit.

23 **Development Permit** – includes any building permit, zoning permit, subdivision
24 approval, PUD rezoning, certification, special exception, variance, or any other official
25 action of LOCAL GOVERNMENT having the effect of permitting the development of
26 land.

27 **Educational Facilities** - The buildings and equipment, structures, and special
28 educational use areas that are built, installed, or established to serve educational purposes
29 only.

30 **Educational Plant Survey** – A systematic study of educational and ancillary
31 plants and the determination of future needs to provide appropriate educational programs
32 and services for each student.

33 **Final Development Order** - The approval of a subdivision or final plat under a
34 local government land development regulation which authorizes construction to take
35 place.

1 **Financially Feasible Facilities Plan** - A plan which demonstrates the ability to
2 finance capital improvements from existing and reasonably anticipated future revenue
3 sources and funding mechanisms to correct deficiencies and meet future needs based on
4 achieving and maintaining the adopted Level of Service for each year of the five (5) year
5 planning period for all schools of each type in each CSA and each individual school, and
6 for the long range planning period.

7 **First FTE Student Count** – A first semester count of all “full time equivalent”
8 students. The date of the first FTE count is determined by the Florida Department of
9 Education each school year, pursuant to Chapter 1011.62 Florida Statutes.

10 **FISH – Florida Inventory of School Houses.** An official inventory report of all
11 district owned facilities.

12 **Five Year Work Plan** - The SCHOOL DISTRICT of Volusia County Five-Year
13 District Facilities Work Program adopted pursuant to Section 1013.35 Florida Statutes.

14 **FTE** – full time equivalent

15 **Functional Equivalent** –_That point in the process of residential site plan
16 approval or subdivision approval under a Local Government's land development
17 regulation where the concurrency management system requires a test to be made for
18 concurrency.

19 **Land Use** – means the development that has occurred on the land, the
20 development that is proposed by a developer on the land, or the use that is permitted or
21 permissible on the land under an adopted comprehensive plan or element or portion
22 thereof, land development regulations, or a land development code, as the context may
23 indicate.

24 **Level of Service (LOS)** - The maximum measure of the utilization, expressed as
25 a percentage, which is the result of comparing the number of students with the permanent
26 student capacity at a given location within a designated area.

27 **Local Governments** - Volusia County and the MUNICIPALITIES (CITIES).

28 **Maximum Utilization of Capacity** - Utilization of facilities to ensure the
29 adopted LOS for all schools of each type in each CSA and each individual school is not
30 exceeded.

31 **Mitigation Agreement** – An agreement entered into by the LOCAL
32 GOVERNMENT, SCHOOL BOARD and applicant for a Final Development Order
33 which serves to provide the necessary school capacity to meet the level of service
34 requirements within the SCHOOL BOARD’S Five Year Work Program.

35 **Municipalities** - All MUNICIPALITIES (aka CITIES) in Volusia County.

1 **Permanent Student Capacity** – The estimated number of students that can be
2 satisfactorily housed in an educational facility at any given time based upon a percentage
3 of satisfactory permanent student stations. In Volusia County portables are not included
4 in permanent student capacity.

5 **Permanent Student Station** – The net square footage requirements per student
6 based on the instructional program to be housed in the educational facility. Permanent
7 student stations in Volusia County do not include student stations in portables.

8 **Proposed New Residential Development** - Any application for residential
9 development or amendment to a previously approved residential development that
10 increases the number of housing units. This shall include any request for any approval of
11 the type that establishes a density of development and which approves a Site Specific
12 Development Order on a specific parcel of property.

13 **Required School Replacements** - A comprehensive upgrading of schools to “like
14 new” school standards. This requires a comprehensive evaluation of schools, which have
15 been determined to need rehabilitation, remodeling or replacement of the facility.

16 **Residential Development** - Any development that is comprised in whole, or part,
17 of dwelling units for permanent human habitation.

18 **SREF** – State Requirements for Educational Facilities, which dictates the
19 standards for school construction pursuant to Florida Department of Education.

20 **School attendance area boundary** – The geographic area by which the
21 SCHOOL BOARD determines student membership at specific schools.

22 **SCHOOL BOARD** - The governing body of the SCHOOL DISTRICT, a body
23 corporate pursuant to Section 230.21, Florida Statutes.

24 **SCHOOL DISTRICT** - The district for Volusia County created and existing
25 pursuant to Section 4, Article IX of the State Constitution.

26 **School District Five-Year Facilities Work Program** - The SCHOOL
27 DISTRICT of Volusia County Five-Year Work Plan and Capital Budget as authorized by
28 Section 1013.35 Florida Statutes.

29 **School District of Volusia County Capital Improvement Schedule** - A table of
30 expenditures and revenues from the Capital Outlay Budget and Five Year Facilities Work
31 Program detailing how the SCHOOL DISTRICT shall achieve and maintain the Level of
32 Service for public school facilities.

33 **Site Plan or Subdivision** - a residential site plan approval or subdivision approval
34 or a Functional Equivalent under a local government land development regulation which
35 authorizes construction to begin.

1 **Timely Planned and Constructed** – Adequate educational facilities are planned
2 for on the District Educational Facilities Plan and are on a financially feasible five-year
3 work plan at a time to meet the needs of new development.

4 **Type of School** - Schools in the same categories of education, i.e. elementary,
5 middle or high school.

6 **SECTION 16. AMENDMENT OR WITHDRAWAL FROM AGREEMENT**

7 **A. Amending the AGREEMENT**

8 This AGREEMENT may be amended. Furthermore, this AGREEMENT shall
9 undergo review every five (5) years to ensure its effectiveness and applicability to current
10 regulations and/or policies.

11 **B. Withdrawal from AGREEMENT**

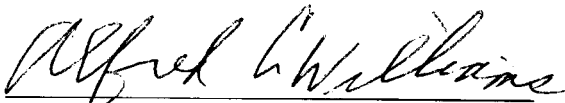
12 No PARTY shall withdraw from this AGREEMENT without notification to the
13 Department of Community Affairs. Any PARTY that is no longer required by Section
14 163.3177(12)(b) to adopt a Public Schools Facilities Element, shall be exempt from the
15 School Concurrency provisions of this Agreement, but shall continue to be bound by the
16 other provisions of this AGREEMENT.

17 **SECTION 17. EFFECTIVE DATE**

18 This AGREEMENT shall take effect on July 1, 2007.

19 IN WITNESS WHEREOF, this constitutes the entire AGREEMENT between the
20 parties and the parties hereto have caused this AGREEMENT to be executed by their
21 duly authorized representatives.

**THE SCHOOL BOARD OF VOLUSIA
COUNTY, FLORIDA**



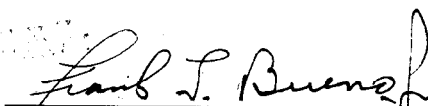
Alfred C. Williams, Ed.D.
Chairman

ATTEST



Margaret A. Smith, D.Ed.
Superintendent

THE COUNTY OF VOLUSIA



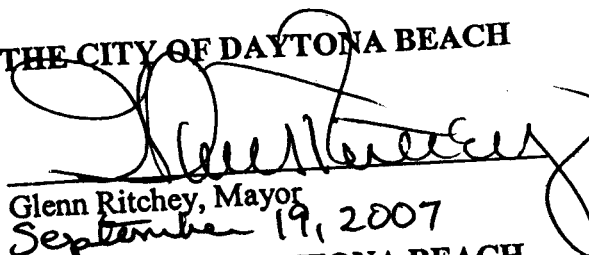
Frank T. Bruno, County Chair

ATTEST



Jim Dineen, County Manager

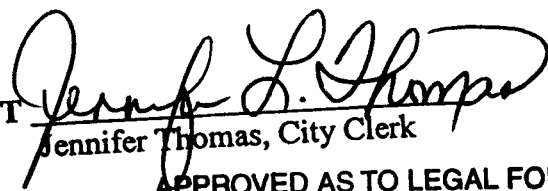
THE CITY OF DAYTONA BEACH


Glenn Ritchey, Mayor

September 19, 2007

**THE CITY OF DAYTONA BEACH
SHORES**

ATTEST


Jennifer Thomas, City Clerk

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

Greg Northrup, Mayor

ATTEST

Cheri Schwab, City Clerk

THE CITY OF DEBARY

George Coleman, Mayor

ATTEST

Maryann Courson, City Clerk

THE CITY OF DELAND

Bob Apgar, Mayor

ATTEST

Julie Hennessy, City Clerk

THE CITY OF DELTONA

Dennis Mulder, Mayor

ATTEST

Faith Miller, City Clerk

THE CITY OF EDGEWATER

Mike Thomas, Mayor

ATTEST

Susan Wadsworth City Clerk

THE CITY OF DAYTONA BEACH

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George Coleman
George Coleman, Mayor

ATTEST

Stacy Tebo
~~Maryann Courson~~, City Clerk

THE CITY OF DELAND

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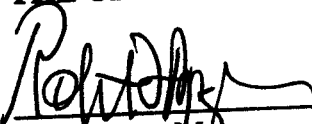
ATTEST _____
Cheri Schwab, City Clerk

THE CITY OF DEBARY

George Coleman, Mayor

ATTEST _____
Maryann Courson, City Clerk

THE CITY OF DELAND



Bob Apgar, Mayor

ATTEST Julie A. Hennessy
Julie Hennessy, City Clerk
9.17.07

THE CITY OF DELTONA

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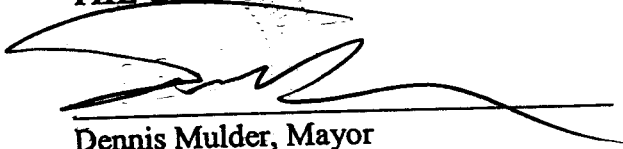
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Maryann Courson, City Clerk

THE CITY OF DELAND

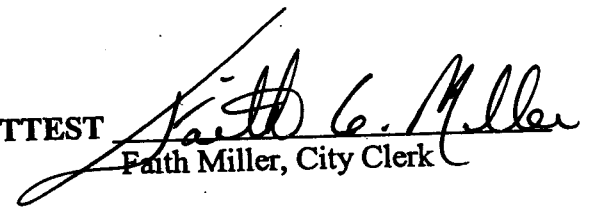
Bob Apgar, Mayor

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Julie Hennessy, City Clerk

THE CITY OF DELTONA



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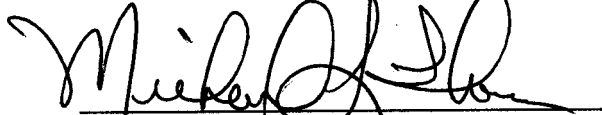
THE CITY OF DELTONA

Dennis Mulder, Mayor

ATTEST _____

Faith Miller, City Clerk

THE CITY OF EDGEWATER



Mike Thomas, Mayor

ATTEST _____


Susan Wadsworth, City Clerk

5/22/07

THE CITY OF HOLLY HILL


Roland Via, Mayor

ATTEST


~~Jeanne Clause~~, City Clerk
Valerie Manning

THE CITY OF LAKE HELEN

Mark Shuttleworth, Mayor

ATTEST

Don Findell, City Administrator

THE CITY OF NEW SMYRNA BEACH

James L. Vandergriff, Mayor

ATTEST

John Hagood, City Manager

THE CITY OF OAK HILL

Darry Evans, Mayor

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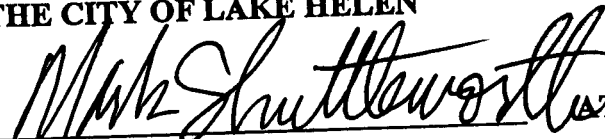
THE CITY OF HOLLY HILL

Roland Via, Mayor

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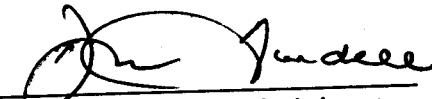
Jeaneen Clauss, City Clerk

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ATTEST

Jeaneen Clauss, City Clerk

THE CITY OF LAKE HELEN

Mark Shuttleworth, Mayor

ATTEST

Don Findell, City Administrator

THE CITY OF NEW SMYRNA BEACH

James L. Vandergriff, Mayor

ATTEST

John Hagood, City Manager

THE CITY OF OAK HILL

Darry Evans, Mayor

ATTEST

Stella MacLeod, City Clerk

THE CITY OF ORANGE CITY

Albert (Ted) Erwin, Mayor

ATTEST

Deborah Renner, City Clerk

THE CITY OF ORMOND BEACH

Fred Costello, Mayor

ATTEST

Veronica Patterson, City Clerk

5/22/07

37

THE CITY OF HOLLY HILL

Roland Via, Mayor

ATTEST

Jeaneen Clauss, City Clerk

THE CITY OF LAKE HELEN

Mark Shuttleworth, Mayor

ATTEST

Don Findell, City Administrator

THE CITY OF NEW SMYRNA BEACH

James L. Vandergriff, Mayor

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John Hagood, City Manager

THE CITY OF OAK HILL

Darryl Evans, Mayor

ATTEST

Stella MacLeod, City Clerk

THE CITY OF ORANGE CITY

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John Hagood, City Manager

THE CITY OF OAK HILL

Darry Evans, Mayor

ATTEST

Stella MacLeod, City Clerk

THE CITY OF ORANGE CITY

Harley Strickland
Robert (Ted) Erwin, Mayor
Harley Strickland

ATTEST

Deborah Renner
Deborah Renner, City Clerk

THE CITY OF ORMOND BEACH

Fred Costello, Mayor

ATTEST

Veronica Patterson, City Clerk

THE CITY OF HOLLY HILL

Roland Via, Mayor

ATTEST

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James L. Vandergriff, Mayor

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John Hagood, City Manager

THE CITY OF OAK HILL

Darry Evans, Mayor

ATTEST

Stella MacLeod, City Clerk

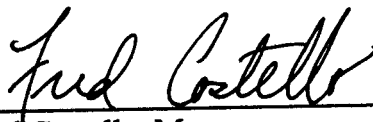
THE CITY OF ORANGE CITY

Albert (Ted) Erwin, Mayor

ATTEST

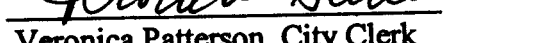
Deborah Renner, City Clerk

THE CITY OF ORMOND BEACH



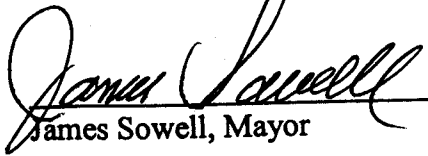
Fred Costello, Mayor

ATTEST

Veronica Patterson, City Clerk
Isaac D. Turner, City Manager

THE TOWN OF PIERSON


James Sowell, Mayor

ATTEST


~~Stacy Turner~~ City Clerk
Debbie Bass

THE TOWN OF PONCE INLET

Nancy Epps, Mayor

ATTEST

_____, _____

THE CITY OF PORT ORANGE

Allen Green, Mayor

ATTEST

Ken Parker, City Manager

THE CITY OF SOUTH DAYTONA

Blaine O'Neal, Mayor

ATTEST

Debbie Moore, Deputy City Clerk

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THE TOWN OF PIERSON

James Sowell, Mayor

ATTEST _____

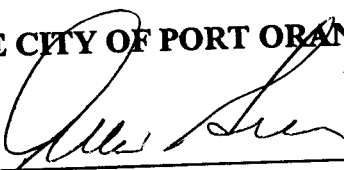
Stacy Turner, City Clerk

THE TOWN OF PONCE INLET

Nancy Epps, Mayor

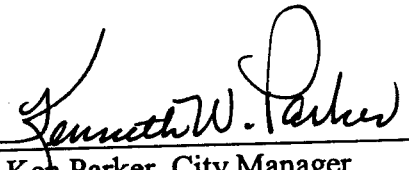
ATTEST _____
_____, _____

THE CITY OF PORT ORANGE



Allen Green, Mayor

ATTEST _____


Ken Parker, City Manager

THE CITY OF SOUTH DAYTONA

Blaine O'Neal, Mayor

ATTEST _____

Debbie Moore, Deputy City Clerk

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THE TOWN OF PIERSON

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ATTEST _____


Debbie Moore, Deputy City Clerk

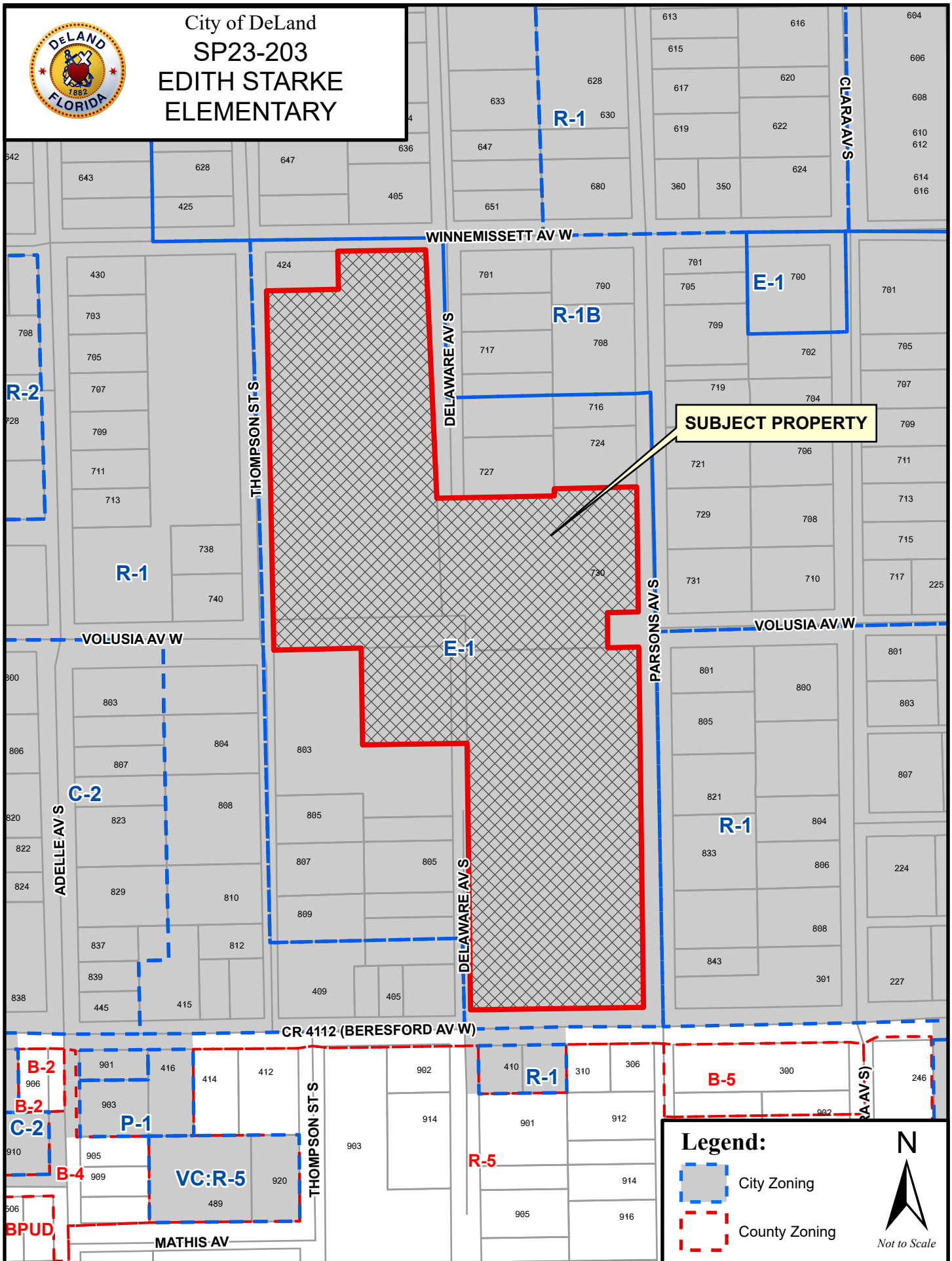
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5/22/07

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City of DeLand
SP23-203
EDITH STARKE
ELEMENTARY





City of DeLand
SP23-203
EDITH STARKE
ELEMENTARY

