



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 18, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION Pastor Mike Modica, First Assembly DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Introduction of (5) New Firefighters Joshua Brown, Jacob Farmwald, Justin Pacifico, Megan Milks, Ryan Kamine.
2. Presentation Honoring the Retirement of Danny Pope.

CONSENT AGENDA

1. Consideration re Approval of Development Order Relating to ADA Reasonable Accommodation; 347 East New York Avenue (Sober Living Home).

Development Order providing for reasonable accommodation under the *FHAA* and the *ADA* for use of property addressed as 347 East New York Avenue and owned by James Matthew Russell as a sober living home.

2. Consideration re Task Order Assignment, Reclaimed Water Main Extension- Phase 5 Design and Bidding Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design, grant application, and bidding services for the Reclaimed Water Main Extension-Phase 5 project.

3. Consideration re Recognition of Lease Assignment and Assumption.

Staff recommends the approval of the Recognition of Lease Assignment and Assumption for the properties located at 1991 and 1993 Industrial Drive from Total Renal Laboratories, Inc. to Prospect Real Estate DeLand, LLC.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. First Reading of Ordinance Annexing Approximately Three Parcels of Land Totaling Approximately 64 Acres of Property Located at 791 South Blue Lake Avenue.

The City Commission is requested to approve the annexation of these 3 contiguous parcels to be added to a larger parcel for the development of a residential project which will include a mixture of single-family and townhouse units.

2. First Reading Ordinance Changing the Land Use from Volusia County's Urban Low Intensity and City of DeLand Low Density Residential to City of DeLand Urban Low Density Residential Located at 791 South Blue Lake Avenue (Trinity Gardens).

This request is to amend the land use designation from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to City of DeLand - Urban Low Intensity for approximately 183 acres. The subject property is located north of the E. Beresford Avenue proposed extension between Kepler Road and Blue Lake Avenue.

3. First Reading of Ordinance Changing the Zoning from City of DeLand Rural Residential, Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Located at 791 South Blue Lake Avenue, Approximately 183.92 Acres of Property.

The City Commission is requested to approve the rezoning of these parcels to Trinity Gardens PD for the development of a residential project which will include a mixture of single-family and townhouse units on approximately 183 acres.

4. Resolution Approving Preliminary Plat, Plum Tree.

The applicant, Kimberly Buck, P.E. for owner 613 Rich Partners, has submitted an application for the review and approval of a preliminary plat, Plum Tree subdivision. The subdivision will contain 15 townhome lots.

5. Resolution Approving Final Plat, Addison Landing.

Staff finds the proposed final plat to be consistent with the "Mirttha Cox" PD and recommends approval of Addison Landing subdivision, subject to resolution of remaining Legal and Surveyor comments.

6. Consideration re Continued Appointment of City Commission Member to Selection Committee During the RFP/RFQ Processes for Melching Field Stadium Improvements.

Staff recommends that the City Commission approve the continued appointment of a Commission member to serve on the Committee.

7. Consideration re Approval of the Atlantic Housing Downtown Redevelopment Incentive Grant Agreement.

It is recommended that the City Commission approve the Downtown Redevelopment Incentive Grant Agreement.

CITY COMMISSION REPORTS

1. Report re Elected Officials Rounds 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.

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Introduction of (5) New Firefighters Joshua Brown, Jacob Farmwald, Justin Pacifico, Megan Milks, Ryan Kamine.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS:

APPROVED BY: Julia Hewitt, Deputy City Clerk, January 11, 2022

SUMMARY/HIGHLIGHT:

N/A

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Presentation Honoring the Retirement of Danny Pope.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS:

APPROVED BY: Julia Hewitt, Deputy City Clerk, January 11, 2022

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Consideration re Approval of Development Order Relating to ADA Reasonable Accommodation; 347 East New York Avenue (Sober Living Home).

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Sober Home Reasonable Accommodation Order-347 E New York, Joint Statement Of The Department Of Justice And The Department Of Housing And Urban Development PDF, Foundation to Freedom Application Letter

APPROVED BY: Michael Pleus, City Manager, January 12, 2022

SUMMARY/HIGHLIGHT:

A Development Order is being proposed for approval by the City Commission providing for reasonable accommodation under the *Fair Housing Amendments Act of 1988* ("FHAA" – Title 42, *United States Code*, Chapter 45, Section 3601 et seq.) and the *Americans with Disabilities Act* ("ADA" - Title 42, *United States Code*, Section 12101 et seq.) for use of the property a sober living home.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

NA

SUSTAINABILITY:

NA

FISCAL IMPACT:

The proposed action has no direct impact to the taxpayers of the City. The compliance with controlling Federal law, of course, avoids the costs of defending claims perfected against the City. The proposed Development Order provides for nuisance controls that should serve to mitigate against the costs of code enforcement proceedings.

RECOMMENDATION:

City staff recommends that the City Commission approve the Development Order which provides for reasonable accommodation under controlling Federal law for the approval of a sober living home with regard to property addressed as 347 East New York Avenue and which is owned by James Matthew Russell.

BACKGROUND/DISCUSSION:

The City Commission has been requested to approve reasonable accommodation under the *FHAA* and the *ADA* for a sober living home relative to the subject property, which is located between Garfield Avenue and Amelia Avenue and across the street from a shopping center which contains a United States Post Office and the Juvenile Probation Office. Although assigned the C-1 (Limited Neighborhood Commercial), zoning district/classification as set forth in the City's *Land Development Regulations* (LDRs) and the Mixed

Commercial future land use designation under the provisions of the City's *Comprehensive Plan*, the property is constructed as a single-family residential structure of a 5-bedroom 3-bathroom configuration, 2,462 square feet in size.

Under Florida law, a sober home is a place for recovering addicts to live. Recovery residences (also known as "sober homes" or "sober living homes") are alcohol and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs. These residences offer no formal treatment (though they may mandate or strongly encourage attendance at 12-step groups) and are, in some cases, self-funded through resident fees. A recovery residence is defined as "a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer supported, alcohol-free, and drug-free living environment." Section 397.311(37), *Florida Statutes*. Although the zoning district/classification assigned to the subject property allows for use as an assisted living facility (ALF), the proposed use as set forth herein is not for an ALF and the proposed Development Order does not allow the use of the subject property as a boarding house or any other similar use.

There are both Federal and State law protections, such as the *FHAA* and the *ADA* (as well as many court decisions interpreting those laws), for sober homes that prevent a local government from prohibiting such homes, adopting, or applying overly restrictive zoning regulations upon them. Federal law, which is superior to both state and local law and regulation, (the *Supremacy Clause* of the *United States Constitution* as set forth in Article VI, Clause 2 provides that "his Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land . . . "). Thus, Federal law protects sober living homes from most zoning regulations by virtue of the Federal *FHAA* and *ADA*.

While not conforming to the traditional "single-family" concept of a nuclear family related by blood, marriage or law, sober homes operations in which residents live together and share meals and household responsibilities are deemed by operation of law to be "single-family" units and are thus permitted under zoning regulations in those locations zoned for single-family use. Because the applicable Federal law is superior to state and local law, no amendment or modification of any state or local zoning law or regulation will be given the legal viability to deny the status granted to these homes by Federal law. Persons who are non-abusing, recovering alcoholics and drug addicts are covered by the *FHAA* and by the *ADA*. The *FHAA* defines handicaps, which includes "drug addiction" by regulation, but specifically excludes persons with a "current, illegal use of or addiction to a controlled substance." The *FHAA* includes a provision that states that "othing in this title limits the applicability of any reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling." However, the occupancy limits on sober living homes may not be more restrictive than traditional family homes. Thus, Federal Law prohibits local governments from prohibiting or significantly regulating sober homes. There are some exceptions to the protections relating to reasonable occupancy limits, assurances of occupants' sobriety and other reasonable and justified controls to protect the neighborhood. However, regulation of sober homes may not be more restrictive than traditional family homes. Accordingly, it would be a reasonable accommodation for the City Commission to take the action set forth in the proposed Development Order.

The proposed Development Order, in addition to limiting the use as a sober home as stated above, makes it clear that should a violation of the Development Order occur or if the property were to become a public nuisance, to include, but not be limited to, more noise, traffic, or other impacts of the use than would be in a normal from those arising from a single-family residential use, such actions shall be a code violation and shall be subject to all legal remedies available to the City under controlling law. Also, the property must adhere to the provisions of the *Florida Building Code* and the *Florida Fire Prevention Code*.

CITY COMMISSION OF THE CITY OF DELAND DEVELOPMENT ORDER RELATING TO ADA REASONABLE ACCOMMODATION AT 347 EAST NEW YORK AVENUE

On January 18, 2022, the City Commission of the City of DeLand issued this Development Order allowing the use of the property referenced herein as a sober home relating to and touching and concerning the following described property: 347 East New York Avenue, which is assigned Tax Parcel Identification Number 700935000080 (Altkey: 2216662) by the Volusia County Property Appraiser (subject property).

FINDINGS OF FACT

Property Owner: James Matthew Russell
2390 Southern Pines Place
Deland Florida 32724

Applicant: James Matthew Russell
2390 Southern Pines Place
Deland Florida 32724

Project: Reasonable accommodation under *Fair Housing Amendments Act of 1988* ("FHAA" – Title 42, *United States Code*, Chapter 45, Section 3601 *et seq.*) and the *Americans with Disabilities Act* ("ADA" - Title 42, *United States Code*, Section 12101 *et seq.*) for use of the subject property a sober living home.

Requested Development Approval: The Applicant has requested that the City Commission approve reasonable accommodation under the *FHAA* and the *ADA* for a sober living home relative to the subject property located between Garfield Avenue and Amelia Avenue and across the street from a shopping center which contains a United States Post Office and the Juvenile Probation Office and which, although assigned a commercial future land use designation and zoning district/classification, is constructed as a single family residential structure of a 5 bedroom 3 bathroom configuration, is

2,462 square feet in size and is assigned the address and tax parcel identification number as set forth above. This approval does not allow the use of the subject property as a boarding house, as assisted living facility (ALF) or any other similar use.

Additional Findings: The subject property is assigned the C-1 (Limited Neighborhood Commercial), zoning district/classification as set forth in the City's *Land Development Regulations (LDRs)* and the Mixed Commercial future land use designation under the provisions of the City's *Comprehensive Plan*. Although the zoning district/classification assigned to the subject property allows for use as an assisted living facility (ALF), the proposed use as set forth herein is not for an ALF. Under Florida law, a sober home is a place for recovering addicts to live. Recovery residences (also known as "sober homes" or "sober living homes") are alcohol and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs. These residences offer no formal treatment (though they may mandate or strongly encourage attendance at 12-step groups) and are, in some cases, self-funded through resident fees. A recovery residence is defined as "a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer supported, alcohol-free, and drug-free living environment." Section 397.311(37), *Florida Statutes*.

CONCLUSIONS OF LAW

- (a). There are both Federal and State law protections, such as the *FHAA* and

the *ADA* (as well as many court decisions interpreting those laws), for sober homes that prevent a local government from prohibiting such homes, adopting, or applying overly restrictive zoning regulations upon them. Federal law, which is superior to both state and local law and regulation, (the Supremacy Clause of the *United States Constitution* as set forth in Article VI, Clause 2 provides that “[t]his Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land”) protects sober living homes from most zoning regulation, by virtue of the Federal *FHAA* and *ADA*. While not conforming to the traditional “single-family” concept of a nuclear family related by blood, marriage or law, sober homes operations in which residents live together and share meals and household responsibilities are deemed by operation of law to be “single-family” units and are thus permitted under zoning regulations in those locations zoned for single-family use. Because the applicable Federal law is superior to state and local law, no amendment or modification of any state or local zoning law or regulation will be given the legal viability to deny the status granted to these homes by the Federal law. Persons who are non-abusing, recovering alcohols and drug addicts are covered by the *FHAA* and by the *ADA*. The *FHAA* defines handicaps, which include “drug addiction” by regulation, but specifically excludes persons with a “current, illegal use of or addiction to a controlled substance.” The *FHAA* includes a provision that states that “[n]othing in this title limits the applicability of any reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.” However, the

occupancy limits on sober living homes may not be more restrictive than traditional family homes. Thus, Federal Law prohibits local governments from prohibiting or significantly regulating sober homes. There are some exceptions to the protections relating to reasonable occupancy limits, assurances of occupants' sobriety and other reasonable and justified controls to protect the neighborhood. However, regulation of sober homes may not be more restrictive than traditional family homes. Accordingly, it would be a reasonable accommodation for the City to take the action set forth herein.

(b). To the extent that a conclusion of law as set forth herein also constitutes a factual finding, then such shall be taken to be so as part of this Development Order.

(c). The proposed reasonable accommodation for a sober living home is hereby found and determined to comply with the aforestated legal requirements. The applicant has proven by the submission of competent substantial evidence that the proposed use is authorized by controlling law as set forth herein and subject to the provisions hereof.

(d). Additionally, the action taken herein is hereby found and determined to be consistent with the *City of DeLand Comprehensive Plan* and the use of the property as proposed and conditioned herein would be consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the City's *LDRs*.

(e). This is a development order and shall not create contractual rights of the property owner against the City nor contractual obligations of the City to the property owner and, to that end, the property owner shall have no contractual rights or remedies

against the City with regard to any land use action of the City.

(f). The City has not waived any rights or remedies by taken the action set forth herein or any successive development orders and reserves any and all rights and remedies available to the City under controlling law including, but not limited to, the protections under the laws pertaining to sovereign immunity.

ORDER

NOW, THEREFORE, IT IS ORDERED THAT:

(1). The aforementioned application for reasonable accommodation for use of the subject property as a sober living home is **APPROVED**.

(2). The aforementioned approval is subject to the condition that if the sober home located on the subject property no longer functions as a sober home, then the approval herein shall be deemed to be abandoned by the property owner and the approval shall lapse and be of no further force or effect and the City need not take formal action to revoke this Development Order although it may record an affidavit in the Official Records of Volusia County (Land Records) stating that the effect of this Development Order has been terminated which recording shall serve as the rendering of an order of the City finding and determining that the use of the subject property as a sober home is no longer a lawful use.

(3). This Development Order touches and concerns the aforescribed subject property and is subject to code enforcement action in accordance with the controlling provisions of law.

(4). Development of the subject property shall, in all respects, be consistent

with and in compliance to applicable Land Development Regulations (LDRs) and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of DeLand* and of the City's *LDRs* and failure to maintain such adherence or to become a public nuisance to include, but not be limited to, increased noise, traffic, or other impacts resulting from the use differing from those normally arising from a single family residential use, shall be a code violation and shall be subject to all legal remedies available to the City under controlling law. Without in any way limiting the foregoing, the subject property shall be subject to the provisions of the *Florida Building Code* relating to the design, construction, erection, alteration, modification, repair, or demolition of public or private buildings, structures, or facilities and to the enforcement of these requirements; and the *Florida Fire Prevention Code* which contains all fire safety laws and rules that govern the design, construction, erection, alteration, modification, repair and demolition of public and private buildings, structure, and facilities and the enforcement of fire safety laws and rules.

Done and Ordered on the date written below.

As approved and authorized for execution by the City Commission of the City of DeLand at its meeting of January 18, 2022.

ATTEST:

**CITY COMMISSION OF THE CITY OF
DELAND**

Julie A. Hennessy, MMC
City Clerk - Auditor

By: _____
Robert F. Apgar
Mayor - Commissioner
Date: _____

Approved as to form and legal sufficiency.

Darren J. Elkind, Esquire
City Attorney

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

JOINDER AND APPROVAL OF CONDITIONS BY PROPERTY OWNER

IN WITNESS WHEREOF, the subject Property Owner has signed and sealed these presents the day and year written below and **AGREES** to all of the terms and conditions of this Development Order the undersigned named person having full authority to execute this document.

WITNESSES:

JAMES MATTHEW RUSSELL.

Signature Witness # 1

James Matthew Russell

Printed Name Witness # 1: _____

Signature Witness # 2

Printed Name Witness # 2: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of January, 2022 by James Matthew Russell before 2 subscribing witnesses. He personally known to me or produced _____ as identification.

NOTARY PUBLIC

My commission expires:



THE UNITED STATES
DEPARTMENT OF JUSTICE

JOINT STATEMENT OF THE DEPARTMENT OF JUSTICE AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GROUP HOMES, LOCAL LAND USE, AND THE FAIR HOUSING ACT

Since the federal Fair Housing Act ("the Act") was amended by Congress in 1988 to add protections for persons with disabilities and families with children, there has been a great deal of litigation concerning the Act's effect on the ability of local governments to exercise control over group living arrangements, particularly for persons with disabilities. The Department of Justice has taken an active part in much of this litigation, often following referral of a matter by the Department of Housing and Urban Development ("HUD"). This joint statement provides an overview of the Fair Housing Act's requirements in this area. Specific topics are addressed in more depth in the attached Questions and Answers. The Fair Housing Act prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and disability.⁽¹⁾ The Act does not pre-empt local zoning laws. However, the Act applies to municipalities and other local government entities and prohibits them from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against protected persons, including individuals with disabilities.

The Fair Housing Act makes it unlawful --

- To utilize land use policies or actions that treat groups of persons with disabilities less favorably than groups of non-disabled persons. An example would be an ordinance prohibiting housing for persons with disabilities or a specific type of disability, such as mental illness, from locating in a particular area, while allowing other groups of unrelated individuals to live together in that area.
- To take action against, or deny a permit, for a home because of the disability of individuals who live or would live there. An example would be denying a building permit for a home because it was intended to provide housing for persons with mental retardation.
- To refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing.
- What constitutes a reasonable accommodation is a case-by-case determination.
- Not all requested modifications of rules or policies are reasonable. If a requested modification imposes an undue financial or administrative burden on a local government, or if a modification creates a fundamental alteration in a local government's land use and zoning scheme, it is not a "reasonable" accommodation.

The disability discrimination provisions of the Fair Housing Act do not extend to persons who claim to be disabled solely on the basis of having been adjudicated a juvenile delinquent, having a criminal record, or being a sex offender. Furthermore, the Fair Housing Act does not protect persons who currently use illegal drugs, persons who have been convicted of the manufacture or sale of illegal drugs, or persons with or without disabilities who present a direct threat to the persons or property of others.

HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable dispute resolution procedures, like mediation, as alternatives to litigation.



DATE: AUGUST 18, 1999

Questions and Answers on the Fair Housing Act and Zoning

Q. Does the Fair Housing Act pre-empt local zoning laws?

No. "Pre-emption" is a legal term meaning that one level of government has taken over a field and left no room for government at any other level to pass laws or exercise authority in that area. The Fair Housing Act is not a land use or zoning statute; it does not pre-empt local land use and zoning laws. This is an area where state law typically gives local governments primary power. However, if that power is exercised in a specific instance in a way that is inconsistent with a federal law such as the Fair Housing Act, the federal law will control. Long before the 1988 amendments, the courts had held that the Fair Housing Act prohibited local governments from exercising their land use and zoning powers in a discriminatory way.

Q. What is a group home within the meaning of the Fair Housing Act?

The term "group home" does not have a specific legal meaning. In this statement, the term "group home" refers to housing occupied by groups of unrelated individuals with disabilities.⁽²⁾ Sometimes, but not always, housing is provided by organizations that also offer various services for individuals with disabilities living in the group homes. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.

The term "group home" is also sometimes applied to any group of unrelated persons who live together in a dwelling -- such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against the residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

Q. Who are persons with disabilities within the meaning of the Fair Housing Act?

The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability" which is used in other federal civil rights laws. Persons with disabilities (handicaps) are individuals with mental or physical impairments which substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The term major life activity may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. The Fair Housing Act also protects persons who have a record of such an impairment, or are regarded as having such an impairment.

Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders, are not considered disabled under the Fair Housing Act, by virtue of that status.

The Fair Housing Act affords no protections to individuals with or without disabilities who present a direct threat to the persons or property of others. Determining whether someone poses such a direct threat must be made on an individualized basis, however, and cannot be based on general assumptions or speculation about the nature of a disability.

Q. What kinds of local zoning and land use laws relating to group homes violate the Fair Housing Act?

Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act. For example, suppose a city's zoning ordinance defines a "family" to include up to six unrelated persons living together as a household unit, and gives such a group of unrelated persons the right to live in any zoning district without special permission. If that ordinance also disallows a group home for six or fewer people with disabilities in a certain district or requires this home to seek a use permit, such requirements would conflict with the Fair Housing Act. The ordinance treats persons with disabilities worse than persons without disabilities.



A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six unrelated people, an ordinance would not, on its face, violate the Act if a group home for seven people with disabilities was not allowed to locate in a single family zoned neighborhood, because a group of seven unrelated people without disabilities

would also be disallowed. However, as discussed below, because persons with disabilities are also entitled to request reasonable accommodations in rules and policies, the group home for seven persons with disabilities would have to be given the opportunity to seek an exception or waiver. If the criteria for reasonable accommodation are met, the permit would have to be given in that instance, but the ordinance would not be invalid in all circumstances.

Q. What is a reasonable accommodation under the Fair Housing Act?

As a general rule, the Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.

Even though a zoning ordinance imposes on group homes the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback requirement so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.

Not all requested modifications of rules or policies are reasonable. Whether a particular accommodation is reasonable depends on the facts, and must be decided on a case-by-case basis. The determination of what is reasonable depends on the answers to two questions: First, does the request impose an undue burden or expense on the local government? Second, does the proposed use create a fundamental alteration in the zoning scheme? If the answer to either question is "yes," the requested accommodation is unreasonable.

What is "reasonable" in one circumstance may not be "reasonable" in another. For example, suppose a local government does not allow groups of four or more unrelated people to live together in a single-family neighborhood. A group home for four adults with mental retardation would very likely be able to show that it will have no more impact on parking, traffic, noise, utility use, and other typical concerns of zoning than an "ordinary family." In this circumstance, there would be no undue burden or expense for the local government nor would the single-family character of the neighborhood be fundamentally altered. Granting an exception or waiver to the group home in this circumstance does not invalidate the ordinance. The local government would still be able to keep groups of unrelated persons without disabilities from living in single-family neighborhoods.

By contrast, a fifty-bed nursing home would not ordinarily be considered an appropriate use in a single-family neighborhood, for obvious reasons having nothing to do with the disabilities of its residents. Such a facility might or might not impose significant burdens and expense on the community, but it would likely create a fundamental change in the single-family character of the neighborhood. On the other hand, a nursing home might not create a "fundamental change" in a neighborhood zoned for multi-family housing. The scope and magnitude of the modification requested, and the features of the surrounding neighborhood are among the factors that will be taken into account in determining whether a requested accommodation is reasonable.

Q. What is the procedure for requesting a reasonable accommodation?

Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the Department of Justice and HUD agree, that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way, and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.

Whether a procedure for requesting accommodations is provided or not, if local government officials have previously made statements or otherwise indicated that an application would not receive fair consideration, or if the procedure itself is discriminatory, then individuals with disabilities living in a group home (and/or its operator) might be able to go directly into court to request an order for an accommodation.



Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.

Q. When, if ever, can a local government limit the number of group homes that can locate in a certain area?

A concern expressed by some local government officials and neighborhood residents is that certain jurisdictions, governments, or particular neighborhoods within a jurisdiction, may come to have more than their "fair share" of group homes. There are legal ways to address this concern. The Fair Housing Act does not prohibit most governmental programs designed to encourage people of a particular race to move to neighborhoods occupied predominantly by people of another race. A local government that believes a particular area within its boundaries has its "fair share" of group homes, could offer incentives to providers to locate future homes in other neighborhoods.

However, some state and local governments have tried to address this concern by enacting laws requiring that group homes be at a certain minimum distance from one another. The Department of Justice and HUD take the position, and most courts that have addressed the issue agree, that density restrictions are generally inconsistent with the Fair Housing Act. We also believe, however, that if a neighborhood came to be composed largely of group homes, that could adversely affect individuals with disabilities and would be inconsistent with the objective of integrating persons with disabilities into the community. Especially in the licensing and regulatory process, it is appropriate to be concerned about the setting for a group home. A consideration of over-concentration could be considered in this context. This objective does not, however, justify requiring separations which have the effect of foreclosing group homes from locating in entire neighborhoods.

Q. What kinds of health and safety regulations can be imposed upon group homes?

The great majority of group homes for persons with disabilities are subject to state regulations intended to protect the health and safety of their residents. The Department of Justice and HUD believe, as do responsible group home operators, that such licensing schemes are necessary and legitimate. Neighbors who have concerns that a particular group home is being operated inappropriately should be able to bring their concerns to the attention of the responsible licensing agency. We encourage the states

to commit the resources needed to make these systems responsive to resident and community needs and concerns.

Regulation and licensing requirements for group homes are themselves subject to scrutiny under the Fair Housing Act. Such requirements based on health and safety concerns can be discriminatory themselves or may be cited sometimes to disguise discriminatory motives behind attempts to exclude group homes from a community. Regulators must also recognize that not all individuals with disabilities living in group home settings desire or need the same level of services or protection. For example, it may be appropriate to require heightened fire safety measures in a group home for people who are unable to move about without assistance. But for another group of persons with disabilities who do not desire or need such assistance, it would not be appropriate to require fire safety measures beyond those normally imposed on the size and type of residential building involved.

Q. Can a local government consider the feelings of neighbors in making a decision about granting a permit to a group home to locate in a residential neighborhood?

In the same way a local government would break the law if it rejected low-income housing in a community because of neighbors' fears that such housing would be occupied by racial minorities, a local government can violate the Fair Housing Act if it blocks a group home or denies a requested reasonable accommodation in response to neighbors' stereotypical fears or prejudices about persons with disabilities. This is so even if the individual government decision-makers are not themselves personally prejudiced against persons with disabilities. If the evidence shows that the decision-makers were responding to the wishes of their constituents, and that the constituents were motivated in substantial part by discriminatory concerns, that could be enough to prove a violation.



Of course, a city council or zoning board is not bound by everything that is said by every person who speaks out at a public hearing. It is the record as a whole that will be determinative. If the record shows that there were valid reasons for denying an application that were not related to the disability of the prospective residents, the courts will give little

weight to isolated discriminatory statements. If, however, the purportedly legitimate reasons advanced to support the action are not objectively valid, the courts are likely to treat them as pretextual, and to find that there has been discrimination.

For example, neighbors and local government officials may be legitimately concerned that a group home for adults in certain circumstances may create more demand for on-street parking than would a typical family. It is not a violation of the Fair Housing Act for neighbors or officials to raise this concern and to ask the provider to respond. A valid unaddressed concern about inadequate parking facilities could justify denying the application, if another type of facility would ordinarily be denied a permit for such parking problems. However, if a group of individuals with disabilities or a group home operator shows by credible and un rebutted evidence that the home will not create a need for more parking spaces, or submits a plan to provide whatever off-street parking may be needed, then parking concerns would not support a decision to deny the home a permit.

Q. What is the status of group living arrangements for children under the Fair Housing Act?

In the course of litigation addressing group homes for persons with disabilities, the issue has arisen whether the Fair Housing Act also provides protections for group living arrangements for children. Such living arrangements are covered by the Fair Housing Act's provisions prohibiting discrimination against families with children. For example, a local government may not enforce a zoning ordinance which treats group living arrangements for children less favorably than it treats a similar group living arrangement for unrelated adults. Thus, an ordinance that defined a group of up to six unrelated adult persons as a family, but specifically disallowed a group living arrangement for six or fewer children, would, on its face, discriminate on the basis of familial status. Likewise, a local government might violate the Act if it denied a permit to such a home because neighbors did not want to have a group facility for children next to them.

The law generally recognizes that children require adult supervision. Imposing a reasonable requirement for adequate supervision in group living facilities for children would not violate the familial status provisions of the Fair Housing Act.

Q. How are zoning and land use matters handled by HUD and the Department of Justice?

The Fair Housing Act gives the Department of Housing and Urban Development the power to receive and investigate complaints of discrimination, including complaints that a local government has discriminated in exercising its land use and zoning powers. HUD is also obligated by statute to attempt to conciliate the complaints that it receives, even before it completes an investigation.

In matters involving zoning and land use, HUD does not issue a charge of discrimination. Instead, HUD refers matters it believes may be meritorious to the Department of Justice which, in its discretion, may decide to bring suit against the respondent in such a case. The Department of Justice may also bring suit in a case that has not been the subject of a HUD complaint by exercising its power to initiate litigation alleging a "pattern or practice" of discrimination or a denial of rights to a group of persons which raises an issue of general public importance.

The Department of Justice's principal objective in a suit of this kind is to remove significant barriers to the housing opportunities available for persons with disabilities. The Department ordinarily will not participate in litigation to challenge discriminatory ordinances which are not being enforced, unless there is evidence that the mere existence of the provisions are preventing or discouraging the development of needed housing.

If HUD determines that there is no reasonable basis to believe that there may be a violation, it will close an investigation without referring the matter to the Department of Justice. Although the Department of Justice would still have independent "pattern or practice" authority to take enforcement action in the matter that was the subject of the closed HUD investigation, that would be an unlikely event. A HUD or Department of Justice decision not to proceed with a zoning or land use matter does not foreclose private plaintiffs from pursuing a claim.



Litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, like mediation. HUD attempts to conciliate all Fair Housing Act complaints that it receives. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

1. The Fair Housing Act uses the term "handicap." This document uses the term "disability" which has exactly the same legal meaning.

2. There are groups of unrelated persons with disabilities who choose to live together who do not consider their living arrangements "group homes," and it is inappropriate to consider them "group homes" as that concept is discussed in this statement.

Updated August 6, 2015

Was this page helpful?

Yes No



TAYLOR AND NORDMAN, P.A.

ATTORNEYS AT LAW

112 NORTH FLORIDA AVENUE

DELAND, FLORIDA 32720

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SIDNEY H. TAYLOR

(1914-2005)

December 7, 2021

Darren J. Elkind
Paul Elkind Branz Paul
142 E New York Ave
DeLand, FL 32720

Re: Foundations to Freedom

Dear Mr. Elkind:

I have received your correspondence dated December 5, 2021.

Attached is a copy of the Electronic Articles of
Incorporation for Foundations to Freedom, Inc. (Foundations)

The current Board of Directors for Foundations is: Katherine
Russell as Founder/Executive Director; Kelly Haynes COO; Rachel
Myers Secretary; Sandy Williams; Laura Southgate; James Russell;
and Samantha Putnam.

Foundations has applied for not-for-profit status with the
Internal Revenue Service and its EIN is 87-1690616.

The property ownership is in the name of Board Member James
Russell. He has ordered appraisals to be done on the properties
and I have been engaged to prepare deeds for those properties to
be gifted to Foundations once the appraisals are complete and
prior to opening.

There will be around the clock staff, one of which will be
living in the mother-in-law cottage of 347 working as an
overnight manager, Jessica White. The 347 location will serve up
to 8 residents at a time.

Also attached is a copy of the Starr House Policies and
Procedures, which provides a great deal of information about the
program.

To address a couple of your questions, about operating as a
group home, Article VIII, beginning on page 13, sets standards
for the residents of the home, including chores, laundry, and
meals among other things. Clients will assist in many facets of

running the day to day chores and needs of the Starr House. They also have a curfew.

Article VII, on page 10, addresses alcohol and drugs, which can result in discharge and then expulsion as well if they fail a drug screen.

Very truly yours,



Michael P. Nordman

Enclosures

E:\PDF\Old.TNPA Files\UNEW\Z\Russell, Katherine.wpd

**Electronic Articles of Incorporation
For**

N21000006182
FILED
May 24, 2021
Sec. Of State
tscott

FOUNDATIONS TO FREEDOM, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FOUNDATIONS TO FREEDOM, INC.

Article II

The principal place of business address:

2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

The mailing address of the corporation is:

2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

Article III

The specific purpose for which this corporation is organized is:

PATHWAYS TO FREEDOM'S PURPOSE IS TO PROVIDE THOSE IN NEED A
SAFE, COMFORTABLE, NURTURING AND DIGNIFIED ENVIRONMENT TO
GROW IN THEIR RECOVERY.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

KATHERINE RUSSELL
2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: KATHERINE RUSSELL

Article VI

The name and address of the incorporator is:

KATHERINE RUSSELL
2390 SOUTHERN PINES PLACE

DELAND, FLORIDA 32724

Electronic Signature of Incorporator: KATHERINE RUSSELL

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
KATHERINE RUSSELL
2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

Title: BOD
KATHERINE RUSSELL
2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

Title: BOD
JAMES RUSSELL
2390 SOUTHERN PINES PLACE
DELAND, FL. 32724

Title: BOD
LAUREN SOUTHGATE
800 HANOVER ROAD
DELAND, FL. 32724

Title: BOD
RACHEL MYERS
100 W INDIANA AVE,
DELAND, FL. 32724

Title: BOD
SAMANTHA PUTNAM
885 WEST LANDOWNE AVENUE
ORANGE CITY, FL. 32763

Article VIII

The effective date for this corporation shall be:

05/24/2021



FOUNDATIONS TO FREEDOM

STARR HOUSE POLICIES AND PROCEDURES

ARTICLE I. OVERVIEW	4
1.01 OVERVIEW	4
1.02 EFFECTIVE DATE	4
ARTICLE II. INTRODUCTION.....	4
2.01 ABOUT FOUNDATIONS	4
2.02 MISSION STATEMENT	4
2.03 OWNING RECOVERY	5
2.04 ABOUT STARR HOUSE	5
ARTICLE III. CLIENT INTAKE.....	5
3.01 ADMISSIONS	5
3.02 HOUSE FEE	6
3.03 HOUSE FEE PAYMENT.....	6
ARTICLE IV. PROGRAM DETAILS	6
4.01 PHASE 1	6
4.02 PHASE 2	7
4.03 PHASE 3	7
4.04 GRADUATION	7
4.05 ALUMNI.....	7
ARTICLE V. ORGANIZATIONAL CHART & EMERGENCY CONTACT INFORMATION.....	7
5.01 ORGANIZATIONAL CHART	8
5.02 EMERGENCY CONTACT INFORMATION	8
5.03 CONTACT INFORMATION.....	8
5.04 CRISIS HOTLINES AND LOCAL RESOURCES.....	9
ARTICLE VI. BEHAVIOR AND SAFETY.....	9
6.01 PRIVILEGE	9
6.02 CODE OF ETHICS	9
6.03 STAFF CREDENTIALS	9

9.06	DISCHARGE	24
9.07	INVOLUNTARY DISCHARGE	24
ARTICLE X. RELEASES AND DISCLAIMER		24
10.01	RELEASE	24
10.02	NO LANDLORD-TENANT RELATIONSHIP	25
10.03	CONFIDENTIALITY.....	25

supportive home-like environment that fosters recovery, personal growth and civic responsibility. Foundations' goal is to help each and every client reclaim their dignity and acquire the knowledge, skills, support, and resources they will need to maintain a drug free, purposeful and productive life. As a community-based non-profit, Foundations' commitment is to extend a helping hand to every qualified applicant who sincerely desires recovery.

2.03 OWNING RECOVERY

Recovery is a daily and ongoing process. Each and every activity is aimed at the ultimate goal of recovery. Foundations' staff is here to help clients with any problems, concerns, or difficulties clients may be experiencing. Foundations encourages clients to reach out at all times, not just during formal interactions. Recovery is also different for each and every individual. Clients must own their recovery, and Foundations is here to help clients develop, participate, and document their own personalized recovery plan including an exit plan and a lifelong plan.

2.04 ABOUT STARR HOUSE

Starr House is located at 347 E New York Ave, Deland, FL 32724.

ARTICLE III. CLIENT INTAKE

3.01 ADMISSIONS

In order to be accepted into Starr House, a person must meet the following mandatory requirements:

- Each individual must express a desire to turn away from their addictive lifestyle and a willingness to remain clean and sober.
- Each individual must complete all intake forms, including application and liability waivers.
- Each individual must maintain complete abstinence from all mind & mood altering substances. This includes illegal drugs, alcohol, prescription drugs (certain medical exceptions can be made), or any other substance used to alter the mind or mood of an individual.
- Each individual must commit to staying sober for at least twelve (12) months.
- Each individual must participate in all classes and counseling sessions available as well as work and fundraising activities.
- Each individual must have a willingness to learn how to stay clean & sober through Alcoholics Anonymous ("AA") twelve (12) Steps of Recovery program or Narcotics Anonymous ("NA") twelve (12) Steps of Recovery program.
- Each individual must either have a job, be actively seeking employment (this will be verified), be attending an outpatient program, or be participating in community service or volunteer work during the day.
- Each individual must pay a one-time admission fee, which is

4.02 PHASE 2

Phase 2 consists of the following:

- Client will continue to work on and complete tasks outlined in Phase 1 and Phase 2.
- Client will develop deeper essential life skills that range from adhering to chore list to creating and sticking to a personal budget.

4.03 PHASE 3

Phase 3 consists of the following:

- Client will continue to work on and complete tasks outlined in Phase 1.
- Foundations' case managers will continue to provide emotional check-ins and certain levels of care and monitor the development and strength of Foundations' clients.

4.04 GRADUATION

At the completion of Phase 3, Client will graduate from Foundations. The Graduation consists of the following:

- Once all 3 phases of Foundations' program have been completed, client will graduate.
- Prior to graduation, Foundations and client will acquire and manage external resources together of mental and physical healthcare professionals, sponsors, and educational institutions, as deemed necessary, for client's success.
- A life plan after graduation must be completed and approved by Foundations.

4.05 ALUMNI

Once a client successfully completes all of the phases and graduates, the client becomes part of Foundations' forever family. Foundations clients form strong bonds and great friendships during their stay at Foundations. The experience of growth and learning shared between Foundations clients and Foundations will leave a lasting impact. Foundations will be proud to call Foundations' alumni once graduation is complete. Alumni can still attend meetings and certain events at Starr House after graduation.

ARTICLE V. ORGANIZATIONAL CHART & EMERGENCY CONTACT INFORMATION

House Director:Katherine Russell

Executive Director: Katherine Russell

**5.04 CRISIS HOTLINES AND
LOCAL RESOURCES**

If clients are experiencing a mental crisis or emotional emergency and do not feel comfortable with discussing with the Foundations' staff, utilize the following hotlines:

SMA Healthcare Crisis Response Team

1-800-539-4228

ARTICLE VI. BEHAVIOR AND SAFETY

6.01 PRIVILEGE

The ability to stay at Starr House is a privilege and not a right. Any time a client's conduct, progress, or cooperation with and within Starr House is not in keeping with the requirements provided to client and/or provided herein, the client will be disciplined, up to and including removal from Starr House.

6.02 CODE OF ETHICS

Foundations is committed to providing a home-like environment for all clients that is free from disrespect and harassment. Clients are expected to conduct themselves in a respectful manner and to show respect for the other clients and staff of Foundations. The Starr House strives to maintain a respectful environment built on honesty and trust. Focusing on client's individual growth to include those core principles is important to Foundations. Starr House clients will:

- Conduct themselves honestly and ethically.
- Treat all persons with dignity and respect.
- Not threaten or commit an act of physical or emotional abuse.
- Not engage in harassment.
- Strive for continued personal growth and self-improvement through education, training, and consultations.
- Value diversity and non-discrimination.
- Maintain an alcohol-free and illicit-drug-free environment.
- Protect the privacy and personal rights of each client.
- Maintain an environment that promotes the peace and safety of the surrounding neighborhood and the community at large.

6.03 STAFF CREDENTIALS

Starr House staff is not licensed or professional medical staff.**FOUNDATIONS DISCLAIMS ANY MEDICAL KNOWLEDGE OR TRAINING.**

6.04 DATING AND/OR

Foundations has a strict "No Fraternization" policy until clients reach Phase 2 of Foundations' program. Fraternization, as used in this guideline, shall mean a romantic relationship. This means no

**7.01 ALCOHOL AND DRUGS
ON PREMISE**

Alcohol (including alcohol based mouthwash), non-prescribed drugs, prohibited medicine (see Section §7.10 for list), and any unauthorized mood-altering chemical being brought into Starr House is **STRICTLY PROHIBITED** and may result in immediate removal from the Starr House.

**7.02 ALCOHOL AND DRUG
USE**

Alcohol, drug use and/or the use of any unauthorized mood-altering chemical by clients is strictly prohibited, either on or off the premises. Clients must focus on their recovery during their entire stay at the Starr House. *Continuous sobriety is necessary for clients at Starr House.*

Client agrees to stay abstinent from all non-prescribed mind and/or mood-altering substances, to include (without limitation) kratom, bath salts, spice, Saboxine, Methadone and marijuana (regardless of prescription).

**7.03 ALCOHOL AND DRUG
USE REPORTING**

If clients think another client has been drinking or using drugs, clients must inform a Foundations' staff member so that the staff can confront the client in a sensitive way and appropriate action can be taken. Anonymity will be respected. A drug screen may be requested when there is suspected chemical use.

**7.04 DRUG & ALCOHOL
SCREENS**

All clients are required to submit to random drug and alcohol screens (including breathalyzers). When a client is informed of a drug screen, he/she will need to immediately comply with the request.

Drug Screening Process:

- Clients must submit to observed drug screens weekly.
- Clients may be required to submit to immediate drug screen upon suspicion of using any mind or mood-altering substance.
- Weekly drug screen times will be selected at random.
- Foundations' staff will conduct observed drug screens (Gender specific).
- Clients will be given a reasonable period (one (1) hour) of time to submit sample. While waiting to produce sample, client must remain in the presence of Foundations' staff.
- Foundations' staff will enter bathroom with client.
- No running water will be allowed during sample collection.
- Clients' pockets must be emptied prior to entering bathroom.
- Clients may not hide process of depositing specimen.
- For Male Clients, Foundations' staff must observe stream of urine entering test cup.
- For Female Clients, female clients must place one hand on the counter while collecting urine specimen with the other hand.

7.10 PROHIBITED MEDICATION

Unless clients receive written approval by Foundations' staff for medical emergencies, the following are expressly prohibited:

- Marijuana (medical or recreational)
- Opioids including but not limited to the following:
 - Codeine/Tylenol with Codeine
 - Fentanyl (Actiq, Duragesic, Fentora)
 - Hydrocodone (Hysingla ER, Zohydro ER)
 - Hydrocodone/acetaminophen (Lorcet, Lortab, Norco, Vicodin)
 - Hydromorphone (Dilaudid, Exalgo)
 - Meperidine (Demerol)
 - Methadone (Dolophine, Methadose)
 - Morphine (Astramorph, Avinza, Kadian, MS Contin, Ora-Morph SR)
 - Oxycodone (OxyContin, Oxecta, Roxicodone)
 - Oxycodone and acetaminophen (Percocet, Endocet, Roxicet)
 - Oxycodone and naloxone (Targiniq ER)
 - Buprenorphine/Subutex
- Stimulants including but not limited to the following:
 - Dextroamphetamine (Adderall, Dexedrine spansule)
 - Methylphenidate (Ritalin)
 - Amphetamine sulfate (Evekeo)
 - Dextroamphetamine (Dexedrine, ProCentra, Zenzedi)
 - Dexamethylphenidate (Focalin)
 - Lisdexamfetamine (Vyvanse)
 - Methylphenidate (Concerta, Daytrana, Metadate CD, Quillivant XR, Ritalin LA)
- Benzodiazepines including but not limited to the following:
 - Alprazolam; Xanax; Kalma; Apo-Alpraz; Novo-Aloprazol; Nu-Alprax; Tafil; Clonazepam; Klonopin; Rivotril; Diazepam: Valium; Ducene; Antenex; D-Pam; Pro-Pam; Apo-Diazepam; Diazemuls; E Pam; Meval; Novo-Dipam; PMS-Diazepam; Vivol; Lorazepam: Ativan; Apo-Lorazepam; Novo-Lorazepam; Nu-Loraz; PMS-Lorazepam; Pro-Lorazepam
- Alcohol of any type

7.11 MEDICATIONS AND EMERGENCIES

If a client has an emergency and goes to urgent care or the hospital then the client must alert Foundations' staff as soon as practicable. Client must provide documentation upon return to the Starr House, which must identify any and all drugs given and prescribed to client.

ARTICLE VIII. CLIENTS' RESPONSIBILITIES

8.05 LAUNDRY

Clients are responsible for washing their own clothes, bed linens and towels weekly. Laundry facilities are available at Starr House. Client must complete laundry prior to Quiet Time (as defined in the “Quiet Time” section below). Laundry day assignments will be determined by Foundations’ staff and posted in the common areas.

8.06 MEALS

Foundations shall provide breakfast items during the time listed below. Clients will be responsible for making their own breakfast.

Foundations shall provide dinner items during the time listed below. Clients, based on chore list, will prepare dinner meals with the assistance of Foundations’ staff . Dinner will be served from 5:30 p.m. to 6:30 p.m.

Breakfast: 7:00 a.m. – 8:30 a.m.

Dinner: 5:30 p.m. – 6:30 p.m.

Clients shall be responsible for cleaning up after themselves at all mealtimes. Clients will be responsible for obtaining their own lunch. Foundations does not warrant or make any representations about the food items provided at Starr House. **CLIENT ASSUMES ALL RISKS ASSOCIATED WITH CONSUMING ANY AND ALL FOOD ITEMS FROM Starr House AND SHALL NOT HOLD FOUNDATIONS RESPONSIBLE, IN ANY SHAPE OR ANY FORM, FOR ANY ILLNESS, DAMAGE AND OR ISSUES THAT MAY OCCUR DUE TO CONSUMPTION OR HANDLING OF FOOD ITEMS AT Starr House.**

**8.07 FOOD
DONATIONS**

STAMP

Each client that obtains food stamps shall donate Seventy-Five (\$75.00) U.S. dollars per month to the Starr House to help cover client’s food expenses.

8.08 PETS

Clients are not permitted to have pets while at the Starr House, and no pets should “visit” any Foundations property without prior written approval from Foundations’ staff.

8.09 VISITORS

THERE ARE ABSOLUTELY NO VISITORS PERMITTED INSIDE OF Starr House EXCEPT FOR FOUNDATIONS’ STAFF AND APPROVED VOLUNTEERS WITHOUT PRIOR STAFF APPROVAL. If this occurs, it is grounds for immediate termination and a direct violation of the contract for services with Foundations. This is for the safety and comfort of all of Foundations’ clients.

All visits will occur in the designated outdoor common areas. Clients may start having visitors after fourteen (14) days have successfully been completed at the Starr House. Visitation hours

8.13 CURFEW

Each client is required to be back at Starr House by curfew. With the exception of Clients who are in Phase 1, curfew times are as follows:

Weekdays: 10:00 p.m.

Weekends: 11:00 p.m.

For Clients who are in Phase 1, curfew is at 5:00 p.m. unless at work or a pre-approved outing such as an NA meeting or AA meeting.

Curfew Procedures:

- Client must sign-in their return time to Starr House at or before curfew.
- After signing in for the night, clients may not leave the property until 7:00 a.m. the following morning, unless they receive permission otherwise.

Curfew times are subject to pre-approved exceptions for clients that are on shift at work.

8.14 LIGHTS OUT

Lights out at Starr House will be thirty (30) minutes after curfew, unless Client has received prior written approval. Clients must be in bed by lights out.

8.15 PERSONAL BELONGINGS

Any valuables such as money, jewelry, stereos, pictures, etc. are the responsibility of the client, and should be secured at all times in the client's personal locker. Foundations is not responsible or liable for clients' personal belongings. Clients are not permitted to share clothing, personal property, loan money, and/or drive another client's vehicle. Any belongings left in a Foundations property after discharge will become the property of Foundations upon discharge and Client hereby releases any ownership and/or entitlement they may have to said property.

8.16 FURNITURE

Clients are not allowed to remove or move any furniture or fixtures from Starr House or from room to room in Starr House. Clients should not bring any furniture into Starr House or it becomes Foundations' property. All items in the house not located in a client's personal locker are Foundations' property. Clients may bring family pictures or recovery items only. These items are allowed only in client's personal locker. No wall hangings will be allowed. Clients must notify Foundations' if clients are donating something to Starr House with the understanding that the item stays after the client is no longer at Starr House.

- No phone calls are allowed (incoming or outgoing) after 9:00 p.m. out of courtesy for other clients who are trying to sleep.
- No phone calls are to be taken or made during required meetings, or meals.
- Excessive or disruptive cell phone calls will not be tolerated.

8.21 RADIOS

Radios are permitted in the rooms but must be maintained at a sound level that is considerate of other clients and not heard outside of Starr House.

8.22 COMMUNITY COMPUTERS

Foundations provides computer(s) for client use at Starr House. To prevent unintended spread of computer viruses and other malware, the use of personal devices, such as a USB drives, and downloading content from sites not approved by Foundations' staff is prohibited. Computers are available for educational purposes, job searches, and resume writing. Use of computer to check e-mails are permitted with a fifteen (15) minute time limit.

Client agrees to abide by the following rules for the computers provided by Foundations:

- Computer usage is limited to work, case plan goals, job searching, resume building, applying for benefits and/or recovery. Accessing social media or dating websites on community computers is not permitted.
- No personal usage.
- No internet surfing.
- Computer usage is dependent on clients' case plan progress and goals.
- Computer usage is limited to 30 minutes.
- The phone is available for local calls only.
- Computer usage shall not be permitted after 9:00 p.m.
- Viewing pornography and harmful sites will be **STRICTLY** prohibited.

8.23 PERSONAL COMPUTERS

WIFI is provided at the Starr House. Viewing pornography, harmful sites and excessive usage of computer systems will not be permitted. Clients may **NOT** watch movies on their computers in the bedrooms. Clients shall not loan their computer to other clients. Foundations does not recommend or is liable for any issues surrounding client's computer and/or electronics.

8.24 TELEVISION & GAMING SYSTEMS

Foundations provides television(s) for use in the common area(s). Televisions are not allowed in the bedrooms. The use of PlayStation, Xbox and other gaming systems are not permitted to be brought in by client but may be provided in Starr House by Foundations. The television(s) are to be shared amongst the clients. There will be no "controlling" of the television(s) by one person.

from all Foundations' properties.

ARTICLE IX. DISMISSAL, INFRACTIONS AND GRIEVANCES

9.01 GRIEVANCE PROCEDURE

Clients may file a grievance at any time during their stay at the Starr House. If a client has a grievance, the grievance should be in writing and placed in the grievance box located in the common area of the Starr House. The grievance procedure should be used to resolve interpersonal conflict between other clients, staff and/or to report issues with Foundations' existing policy that a client believes should be examined. The grievance procedure should not be used for retribution or personal gain. The grievance box will be checked regularly and will be dealt with in a timely manner. If a client is not happy with the response or does not believe their grievance was dealt with appropriately, they can then submit their grievance directly to the Executive Director for review.

Foundations shall handle grievances respectfully, appropriately, and professionally.

9.02 REASONS DISMISSAL

FOR

Foundations has zero tolerance for disrespect of management/staff, other clients, or volunteers. A poor attitude, profanity, discrimination, bullying, or physical or verbal confrontation will not be tolerated by Foundations and may result in infractions and/or termination of Client's stay at Starr House. Client must obey Foundations' authority unless illegal, immoral, unethical, or unsafe to do so. If so, client must notify Foundations immediately as to their failure to obey. Physical violence directed at other clients, individuals or Starr House staff/property will be grounds for immediate removal from Starr House. In addition, any language or gestures determined by Foundations' staff to be consistently abusive, threatening, or unwelcome at Starr House may be grounds for termination. Clients will not engage in enabling behavior. Illegal activities are not condoned by Foundations and are grounds for termination. The following behavior is expressly forbidden and may result in an infraction or immediate removal (case by case basis):

- Visitors on property without permission.
- Being under the influence of alcohol and/or drugs.
- Refusal to submit to requested drug screen.
- Possession/distribution of alcohol/drugs.
- Possession of any drug paraphernalia.
- Possession or use of weapons.
- Possession of pornography, or use of computers, DVD, or TV to view pornography.
- Texting of sexually inappropriate messages, calling pornographic "sex talk" numbers or engaging in any of form of

9.03 REPORTING VIOLATIONS:

OF

If clients believe that clients have experienced or witnessed violations of this policy, clients should report the incident immediately to Foundations' staff. If clients believe that clients have experienced violations of this policy by any staff member, clients should report the incident immediately to the Executive Director. In the case where the allegation of a violation or harassment is against the Executive Director, please notify the board member designated for grievances which is:

Name:

Phone #:

Email:

Foundations will promptly and thoroughly investigate all reports of violations as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of the violation. It would also generally be necessary to discuss allegations of violation with the accused individual and others who may have information relevant to the investigation. Foundations goal is to conduct a thorough investigation, to determine whether a violation has occurred, and to determine what action to take if it is determined that improper behavior occurred. If Foundations determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, termination and/or removal from the Starr House. **FOUNDATIONS' DECISION ON THESE MATTERS ARE FINAL AND AT FOUNDATIONS' FULL AND SOLE DISCRETION. CLIENT HEREBY AGREES TO ABIDE BY AND ADHERE TO FOUNDATIONS' DETERMINATION ON THESE MATTERS. COMPLIANCE BY CLIENTS WITH THIS POLICY IS MANDATORY.**

9.04 INFRACTIONS

The following are considered infractions (varied in severity and in no particular order):

- Late for curfew.
- Having romantic interests in bedroom space.
- Having visitors inside of Starr House
- Non-payment of rent.
- Positive on drug screen.
- Positive on breathalyzer.
- Theft.
- Refusal to submit to drug screen or breathalyzer.
- Not completing chores.
- Negative contracting (knowing about rule violations especially other client's relapses and not sharing that informant with Foundations' staff).

had, owned or held, or claimed to have had, owned or held, or which Client at any time hereafter may have, own or hold, or claim to have, own or hold, against any of the Releasees relating to any event, act, or omission that has occurred prior to, as of the date Client agrees to abide by this guideline or any time thereafter. In accordance with this section, Client specifically agrees Client is knowingly and voluntarily releasing and waiving any right or Claim. Client expressly acknowledges that this release is intended to include in its effect, without limitation, all Claims which Client does not know or suspect to exist in Client's favor at the time of execution hereof and that this guideline contemplates the extinguishment of any such Claim or Claims. Client hereby is advised to consult with an attorney of Client's choice before agreeing to these guidelines.

**10.02 NO LANDLORD-
TENANT RELATIONSHIP**

Under no circumstance, will client's occupancy of and stay at the Starr House operate or be construed to create a landlord and tenant relationship between Foundations and client. More specifically, client does not have the rights of a tenant under Florida State or federal law. Client hereby acknowledges that client acquires no rights as a tenant of Starr House or any of Foundations' properties and that no landlord-tenant relationship is created hereby.

10.03 CONFIDENTIALITY.

Client shall abide by confidentiality and anonymity of peers. Any information that a client learns about Foundations, or its staff or donors or other clients, as a result of staying at the Starr House or through Foundations' services that is not otherwise publicly available constitutes confidential information. Clients may not disclose confidential information to anyone who is not employed by Foundations or to law enforcement (if required). The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of Foundations. The disclosure, distribution, electronic transmission or copying of Foundations' confidential information is prohibited. Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard. Client also recognizes that Client's confidentiality obligations herein survive client's release, dismissal, discharge, and removal from the Starr House and shall continue indefinitely. Client agrees to comply with all such surviving provisions.

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Consideration re Task Order Assignment, Reclaimed Water Main Extension- Phase 5 Design and Bidding Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Phase 5 Design & Bidding Scope of Services

APPROVED BY: Michael Pleus, City Manager, January 13, 2022

SUMMARY/HIGHLIGHT:

In the current fiscal year, the City Commission authorized design of the Reclaimed Water Main Extension-Phase 5 project. The reclaim line extension will run south on Spring Garden Avenue from the Cascades Subdivision to Plymouth Avenue and turn west on Plymouth Avenue to the Crosscreek Subdivision. This project would then retrofit the Crosscreek subdivision with reclaim water services.

The scope of this project would only be for the design, grant application, and bidding services for this project. The subject task order, if approved, will provide these services. Additional funds for construction, engineering, grant administration, and inspections (CEI) Services will be proposed in the fiscal year budget for 22-23 to complete this phase.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$237,622.00 per the attached scope. This amount is slightly higher than the approved budget amount of \$216,000 due to the higher than anticipated cost of survey work that was previously expected. Funds are currently available in Water and Wastewater Trust Fund reserves to cover the overage. This will be included on a future budget amendment presented to City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design, grant application, and bidding services for the Reclaimed Water Main Extension-Phase 5 project.

BACKGROUND/DISCUSSION:

N/A



December 28, 2021

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL 32724

Email: ailesj@deland.org
Hard Copy Mailed Only on Request

Subject: Reclaimed Water Main Extensions – Phase 5 Design & Bidding Scope of Services

Dear Jim:

In accordance with your request, we are pleased to offer the enclosed engineering services proposal for design and permitting of the subject project. The proposed Phase 5 reclaimed water main extension projects include construction of approximately 4,700 LF of reuse transmission main and 13,500 LF of reclaimed distribution mains to serve the Crosscreek subdivision, see Exhibit A. The estimated construction cost range for this project is \$2.5-3.0M. The enclosed scope of services details specific tasks to be completed, schedule and estimated fees.

Thank you for this opportunity to continue to be of service. If you have additional questions, or require further assistance, do not hesitate to call.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Brad T. Blais".

Brad T. Blais, P.E.
Vice President/Market Leader

A handwritten signature in blue ink, appearing to read "Cassandra Cissell".

Cassandra "Casey" Cissell, P.E., ENV SP
Project Manager

BTB/CC

Enclosure: Scope of Services
 Exhibit A
 Southeastern Survey Scope
 Ardaman & Associates Geotech Scope

**CITY OF DELAND
SCOPE OF SERVICES
FOR
RECLAIMED WATER MAIN EXTENSIONS – PHASE 5 DESIGN & BIDDING**

The Task Order is in conformance with the Agreement for Continuing Professional Engineering Services dated August 6, 2007 between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY desires to design, permit, and bid Phase 5 of the reclaimed water system in the northwest quadrant of the reclaimed system. Exhibit A depicts the proposed reclaimed water main extension included in this scope of services. The project consists of design of approximately 4,700 LF of reclaimed water transmission main and approximately 13,500 LF of reclaimed distribution mains within the Crosscreek subdivision. The design effort includes survey, geotechnical investigations, plan sheet preparation, specifications and related activities as further defined within this scope of services.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 10-month project design.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Summary
- Monthly Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

MEAD & HUNT will obtain the services of a licensed surveyor to conduct a site survey. The surveyor costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the survey efforts and administration of the subconsultants contract are included herein.

Geotechnical Coordination

MEAD & HUNT will obtain the services of a geotechnical subconsultant. The geotechnical costs will be billed in the Subconsultants and Reimbursable section. MEAD & HUNT coordination of the geotechnical efforts and administration of the subconsultants contract are included herein.

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the existing utility owners in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements depicted on Exhibit A. The CITY's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – PERMITTING

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to Requests for Additional Information (RAI's) as part of the permit application process. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements. MEAD & HUNT will respond to the RAI in a timely manner to minimize any potential schedule impacts.

FDOT Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to Requests for Additional Information (RAI's) as part of the permit application process. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to the RAI in a timely manner to minimize any potential schedule impacts.

Deliverables – Permitting

- Final County Right-of-Way Permit application and final permit
- Final FDOT Right-of-Way Permit application and final permit

PHASE 5 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at the CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare one (1) addendum.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addendum to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SJRWMD COST SHARE GRANT ASSISTANCE

Mead & Hunt will prepare a St. Johns River Water Management District (SJRWMD) cost-share grant application. The grant application will include the following project specific information:

- Basic Information
- Project Information
- Project Cost Information

The following is a list of the anticipated attachments that MEAD & HUNT will either draft or create for this grant application:

- Location Map
- Cost Estimate
- Project Schedule
- Quantification of Benefits and Cost Effectiveness
- Application Cover Letter
- SJRWMD Application Checklist and Signature Page

MEAD & HUNT will submit a draft application to the CITY for review and comments. The CITY and MEAD & HUNT will conduct one (1) review meeting via teleconference to discuss the application, comments, and revisions. MEAD & HUNT will make the necessary revisions to the application and submit the final proposal to the CITY for execution. Upon received of the signed application, MEAD & HUNT will submit the application package to SJRWMD in accordance with established guidelines and requirements. MEAD & HUNT will respond to requests for additional information (RAI's) pertaining to the cost share application package.

Deliverables – SJRWMD Cost Share Grant Assistance

- Draft cost share application package
- Final cost share application package

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc.

- **Survey** – The design survey shall include the entire route, underground utilities identified by surveyor, and topography to a point 10' behind the R/W. The detailed survey scope by Southeastern Surveying & Mapping Corporation (SSMC) is included herein. This work will be billed at actual cost +10% as a separate allowance.
- **Geotechnical** – Soil borings and geotechnical evaluation along the proposed reclaimed water main route will be performed by Ardaman & Associates, Inc. A copy of their proposal is included herein. This will be billed at actual cost +10% as a separate allowance.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition
- Construction Phase Services
- Special Studies
- Laboratory Services
- Redesign per Client or Contractor
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>265 days</i>	<i>Date of External Kick-Off Meeting</i>
<i>Phase 2 – Preliminary Design</i>	<i>120 days</i>	<i>Receipt of Purchase Order</i>
<i>Phase 3 – Project Design</i>	<i>120 days</i>	<i>Receipt of Survey</i>
<i>Phase 4 – Permitting</i>	<i>60 days</i>	<i>Client approval of 90% Design (concurrent)</i>

<i>Phase 5 – Bidding Services</i>	<i>45 days</i>	<i>Receipt of Bid information (Bid Number, Dates)</i>
<i>Phase 6 – SJRWMD Cost Share Grant Assistance</i>	<i>45 days</i>	<i>In accordance with SJRWMD cost share cycle schedule (concurrent with design)</i>

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is \$237,622.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$7,312</i>	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	<i>\$2,390</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>\$47,740</i>	<i>Lump Sum</i>
<i>Task 2 – 90% Design</i>	<i>\$28,752</i>	<i>Lump Sum</i>
<i>Task 3 – 100% Design</i>	<i>\$15,720</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting</i>	<i>\$7,020</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Services</i>	<i>\$6,123</i>	<i>Lump Sum</i>
<i>Phase 6 – SJRWMD Cost Share Grant Assistance</i>	<i>\$3,965</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$119,022</i>	
<i>Phase 7 – Subconsultants/Reimbursables</i>		
<i>Survey Allowance</i>	<i>\$110,000</i>	<i>Actual Cost +10%</i>
<i>Geotechnical Allowance</i>	<i>\$7,600</i>	<i>Actual Cost +10%</i>
<i>Printing/Reproduction</i>	<i>\$1,000</i>	<i>Actual Cost</i>
<i>TOTAL</i>	<i>\$237,622</i>	

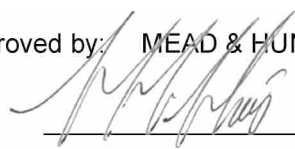
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by **MEAD & HUNT**.

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Client Manager

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: December 28, 2021

**PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT CITY HALL, CITY OF DELAND, 120 SOUTH FLORIDA AVENUE, DELAND, FL 32720,
City Clerk, Julie A. Hennessy, MMC (386) 626-7130, Hennessy@deland.org.**



**Mead
& Hunt**

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

City of DeLand Reclaimed Water Main Extension Phase 5

Exhibit A



December 14, 2021

Via Email: Cassandra.Cissell@meadhunt.com

Ms. Casey Cissell, PE, ENV SP
Project Manager
Mead & Hunt, Inc.
4401 Eastport Parkway
Port Orange, Florida 32127
Cell: 321-750-3128

**RE: COD – Reclaimed Water Main Extension Phase 5
Along Spring Garden Avenue, Clear Lake Drive to West Plymouth Ave, Along West Plymouth Avenue to Marjorie Rawlings Drive including Cross Creek & Forest Trace Subdivisions
Sections 6 and 7, Township 17 South, Range 30 East, Volusia County, Florida**

Dear Ms. Cissell,

We are pleased to submit our **revised** proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide a **Topographic Survey** to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. In general, the project route runs along Spring Garden Ave. from Clearlake Dr. to West Plymouth Ave. And then along Plymouth Ave west up to Marjorie Rawlings Drive This project also includes the streets within the Cross Creek subdivision. Project limits area is shown as red clouded in **Exhibit “A”**.
2. Topographic coverage will be limited to the apparent right-of-way/property lines along each road and 10’ beyond those lines.
3. “Mead & Hunt – Survey / CAD Requirements” will be considered; see **Exhibit “B”**.

Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit “C”**. Additional services we can provide include, but are not limited to:

- Subsurface Utility Designation and Marking of Utility Lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR)

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

DELIVERABLE

The final product will be electronically certified prints (.pdf). Signed and sealed hard copies available upon request.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **sixteen (16) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey	\$ 99,826.00
---------------------------	---------------------

Credit Language

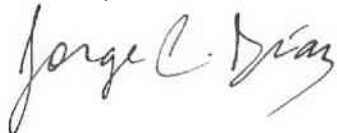
Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Jorge C Diaz, PSM
Project Manager

JCD:kjc

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT "A"

PROJECT LIMITS

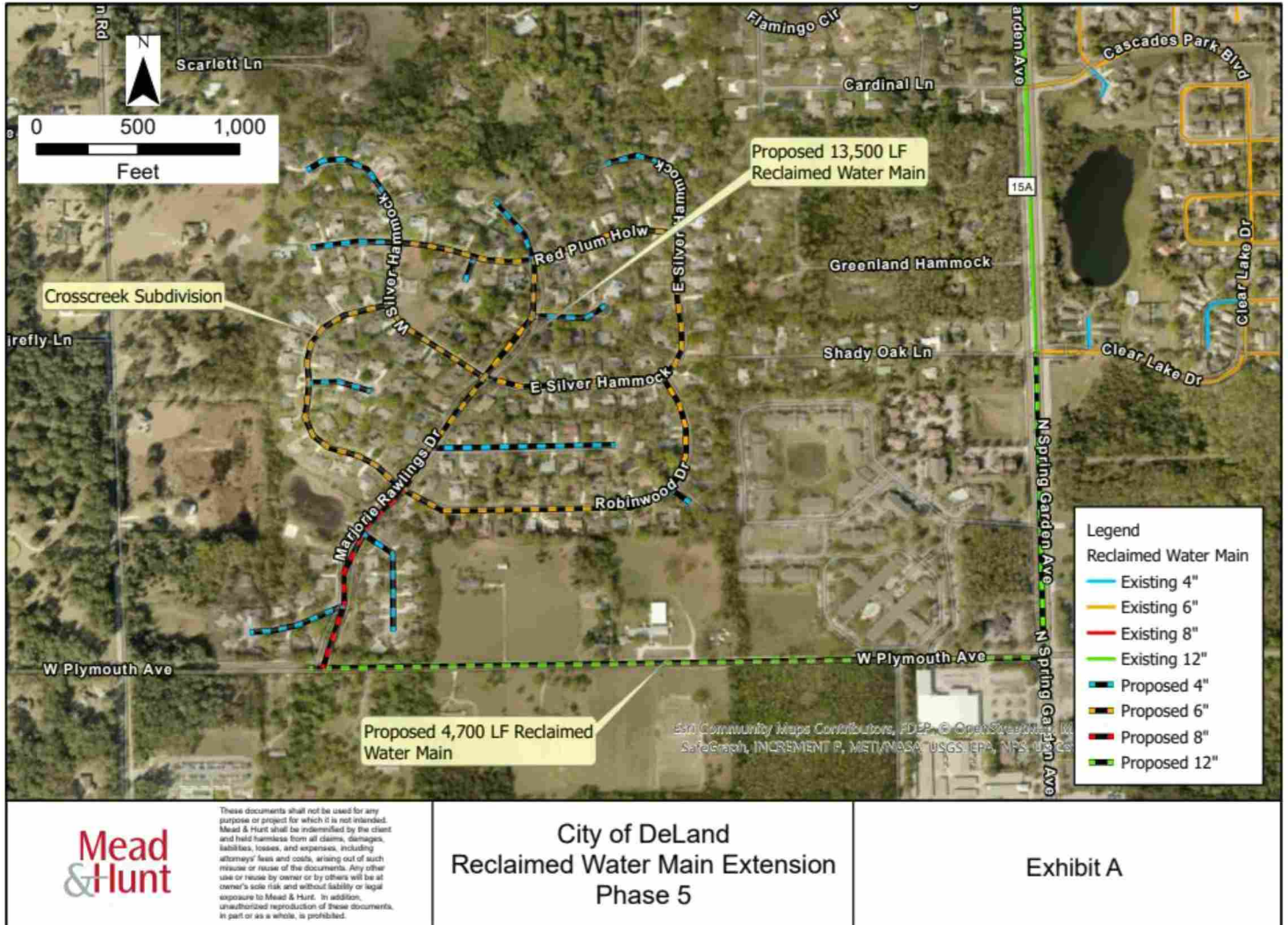


EXHIBIT “B”

Mead & Hunt – Survey / CAD Requirements



Mead & Hunt – Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the apparent right-of-way lines (if route survey) and property lines (if site survey) and locate all improvements including elevations within the apparent right-of-way or property lines, and 10' beyond the apparent right-of-way/property lines, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. The survey drawing file (.dwg) shall be delivered in the appropriate coordinate system. Establish apparent right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show at least 50' of each intersecting side street right-of-way with improvements.

Indicate a survey baseline with stations on drawings including location and direction of baseline related to state plane reference points. Baseline to be coordinated with Mead & Hunt prior to beginning field work. Survey baselines shall be center of right-of-way, center of roadway, right-of-way, etc. When survey alignment is along an FDOT roadway use the established FDOT stationing convention. Surveys adjacent to coastal areas shall include the Coastal Construction Control Line.

Additional information required: All visible above ground fixed improvements to include, but not limited to, pavement, edge of pavement or curb (size & type), parking lots, sidewalks, concrete pads, utility poles, communication boxes, manholes, utility valve boxes, hydrants, storm drainage structures, shorelines, ditches (top, bottom and centerline), walls, fences, trees with type and size (per local code), shrubs, buildings/structures, driveways (and type - concrete, asphalt, dirt, gravel, shell, etc.), signs, mailboxes, water meters/boxes, sewer cleanouts, etc.

For route surveys: Show lot/block and parcel numbers and subdivision names with plat book and page number when applicable. Show approximate lot/property lines based on best available information (i.e., property corners and/or plats). Show addresses of properties along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and more frequently at any sudden change of grade. The topographical information shall be sufficient to generate a surface in Civil 3D. Typically, additional spot elevations shall be shown at street intersections (P.C., P.T., mid-radius) and at driveways. Cross section shall show centerline and edge of pavement elevations, sidewalk elevations and tops and bottoms of any swales or ditches.

Show elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Pipes shall be drawn at correct elevation within the survey drawing file (.dwg), and include callouts for pipe size, material, etc. every 200' along alignment. Provide invert of next upstream/downstream structure that falls outside survey limit (top slab, bottom, inverts, surrounding grade). Show existing surface water/stormwater water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall request a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require footprint of structure front and floor slab elevations. Surveys performed for new/replacement water or reclaimed water mains require location of existing meters/service boxes and elevation of top of valve nuts.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

Survey shall be certified to Mead & Hunt, Inc. and the project client/owner.

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file.
- Electronic Copy – Surveyor shall deliver drawing file (.dwg). File(s) shall be in Civil 3D 2018 or later format. E-transmit function shall be used to compile electronic files for transmittal.
- Electronic Copy Signed & Sealed – A noneditable electronic version pdf with an image of the seal and electronic signature in accordance with F.A.C. 5J-17.062.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in “model space” and a Surface file. Any use of these files as an XREF or formatting of sheet templates in “paper space” shall be for surveyors use only and will not affect the “base” files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final “base” file shall have all layers turned “on” and thawed” so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

Multi-part or amended surveys shall use continuing point number series, to avoid conflicts or duplicate point numbers with other portions of the survey when they are combined into one working file.

Layering shall be in accordance with the Mead & Hunt survey template. If additional layers are created, a descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate or numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on “sewer” layer associated sewer text on “sewer text” layer. **All entities in the drawing shall be “color and line type by layer”.**

Text size shall be no larger than 10-point font (except street names, title block, etc.). Other text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt.

Surveyor shall deliver revised files as needed per Mead & Hunt’s review and comment.

GENERAL:

All survey work shall be performed in accordance with Standards of Practice for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C. pursuant to Section 472.027, Florida Statutes.

EXHIBIT “C”

HOURLY RATES

Professional Surveyor & Mapper	\$143.00/per hour
Project Manager (Survey)	\$143.00/per hour
Project Manager (SUE)	\$143.00/per hour
Senior Technician (Survey)	\$106.00/per hour
Senior Technician (SUE)	\$103.00/per hour
CAD Technician	\$ 95.00/per hour
2 Person Survey Field Crew	\$143.00/per hour
3 Person Survey Field Crew	\$181.00/per hour
4 Person Survey Field Crew	\$206.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$251.00/per hour

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



December 9, 2021
Proposal File No. 2123-220
Revised December 13, 2021

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Ms. Casey Cissell

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Deland RWM Phase 5
Deland, Florida

Dear Ms. Cissell:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by the client, the project includes the installation of approximately 4,700 lineal feet of new 12-inch diameter reclaimed water main pipes and approximately 13,500 lineal feet of new 4- and 6-inch diameter reclaimed water distribution pipes in existing neighborhood areas. It is our understanding that the pipelines will be installed using the open cut method and that the pipelines are anticipated to have approximately 3 feet of cover.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipelines and associated structures. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
12-inch Diameter Reclaimed Water Main Pipeline (one boring every approximate 500 feet)	10 Auger	6
4- and 6-inch Diameter Reclaimed Water Distribution Pipelines in Neighborhood Areas (one boring every approximate 500 feet)	27 Auger	6

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503 FAX (321) 636-4657

Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

The auger borings will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed pipeline alignments. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The auger borings would be drilled using a 3-inch diameter, hand-held bucket auger to a depth of 1 to 2 feet below the encountered groundwater level or to a maximum depth of 6 feet below existing ground surface, whichever is encountered first.

Each sample will be removed from the auger in the field and then examined and visually classified by our engineering technician. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipelines:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- An estimated normal seasonal high groundwater table level at the boring locations.

Our recommendations for the pipelines, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE AND SCHEDULE

The cost to complete the above scope of services will not exceed **\$6,900.00** without prior approval from the client.

Based on our current schedule, we anticipate that our services can be completed, and the report can be provided to the client, within approximately 10 to 11 weeks of receiving written authorization to proceed. Preliminary results can be provided sooner, if requested.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform

the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by **Sunshine One-Call**; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Consideration re Recognition of Lease Assignment and Assumption.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Assignment and Assumption of Ground Lease, Recognition of Assignment 1991 Industrial, Recognition of Assignment 1993 Industrial

APPROVED BY: Michael Pleus, City Manager, January 13, 2022

SUMMARY/HIGHLIGHT:

Total Renal Laboratories, Inc., has leased properties at 1991 and 1993 Industrial Drive since 1998. At this time, they desire to assign their leases to Prospect Real Estate DeLand, LLC. The attached documents include an Assignment and Assumption Agreement to assign the lease from Total Renal Laboratories, Inc. to Prospect Real Estate DeLand, LLC. Also attached are Recognitions of Lease Assignment and Assumption (for both properties) 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 fiscal impact.

RECOMMENDATION:

Staff recommends the approval of the Recognition of Lease Assignment and Assumption for the properties located at 1991 and 1993 Industrial Drive from Total Renal Laboratories, Inc. to Prospect Real Estate DeLand, LLC.

BACKGROUND/DISCUSSION:

DaVita is selling their building to a company named PCDG which is moving its operations to DeLand. As part of the sale, the lease will be assigned. The City has to approve the assignment, which is the purpose of this agenda item. The City will approve this consent and hold the consent until the closing of the sale between DaVita and PCDG, which is scheduled to take place this month.

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Akerman LLP
1900 Sixteenth Street, Suite 950
Denver, Colorado 80202
Attn: Allison Nelson, Esq.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the or this “**Assignment**”) is made, given and entered into as of January __, 2022 (the “**Effective Date**”), by and between **TOTAL RENAL LABORATORIES, INC.**, a Florida corporation (the “**Assignor**”) and **PROSPECT REAL ESTATE DELAND LLC**, a Florida limited liability company (the “**Assignee**”).

RECITALS

Assignor is the holder of a leasehold interest in that certain property described on **Exhibit “A”** attached hereto pursuant to that certain Ground Lease Agreement dated March 17, 1995 by and between the City of Deland, a municipal corporation (“**Ground Lessor**”), and David R. Robinson, as amended by that certain First Amendment to Ground Lease Agreement with an effective date of May 5, 1998, by and between Ground Lessor and David R. Robinson, as further amended by that certain Assignment of Interest in Land Lease dated September 10, 1998, by and between David R. Robinson, as assignor, , and Total Renal Laboratories, Inc., f/k/a Dialysis Laboratories, Inc., as assignee, for those certain premises located at 1991 Industrial Drive, Deland, Florida (collectively, the “**1991 Industrial Drive Lease**”) and that certain Ground Lease Agreement dated January 29, 1996 by and between Ground Lessor and David R. Robinson, as amended by that certain First Amendment to Ground Lease Agreement dated August 6, 1996 by and between Ground Lessor and David R. Robinson, as further amended by that certain Second Amendment to Ground Lease Agreement with an effective date of May 4, 1998 by and between Ground Lessor and David R. Robinson, as further amended by that certain Assignment of Interest in Land Lease dated September 10, 1998, by and between David R. Robinson, as assignor, and Total Renal Laboratories, Inc., f/k/a Dialysis Laboratories, Inc., as assignee, for those certain premises located at 1993 Industrial Drive, Deland, Florida (collectively, the “**1993 Industrial Drive Lease**” and together with the 1991 Industrial Drive Lease, the “**Lease**”). Assignor now desires to assign all of its rights in, to, and under the Lease to Assignee.

ASSIGNMENT

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the above recitals herein, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor’s rights, title, interests, duties and obligations in, to and under the Lease.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee that (i) the Lease is in full force and effect and has not been further amended, modified or supplemented; (ii) to Assignor's knowledge, Ground Lessor is not in default under the Lease, and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Ground Lessor under the Lease; and (iii) Assignor is not in default under the Lease and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Assignor under the Lease.

3. Assumption. Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations, which are to be performed, fulfilled and complied with by the tenant under the Lease, from and after the Effective Date.

4. Further Assurances. Each party hereto shall execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Assignment.

5. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to defend and hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the Lease on or after the Effective Date.

6. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to defend and hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignor arising or accruing with respect to the Lease prior to the Effective Date.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Consent and Release of Assignor. As required under Section 22 of the Lease, Ground Lessor, by its signature below, hereby accepts the foregoing assignment, consents to Assignee's assumption of the Lease as provided above, and hereby releases Assignor from all obligations under the Lease as a tenant that first arise, accrue, and become due from and after the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

Page 66 of 207

PROSPECT REAL ESTATE DELAND LLC,
a Florida limited liability company

Name:

WITNESSES:

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Exhibit "A"

Blackwell & Associates
LAND SURVEYORS, INC.

Mail Address
P.O. Box 741013
Tampa, Fla. 33674-1013

Phone (813) 734-5550
Fax (813) 734-7000

Office Address
995 West Volusia Ave.
DeLand, Florida

EXHIBIT "A"

JUNE 24, 1998

DAVID R. ROBINSON LEASE (1.28 AC.)

That part of the DeLand Municipal Airport lying in Sections 33 and 34, Township 16 South, Range 30 East, Volusia County, Florida, described as follows:

Commencing at a point on the north edge of Runway 8-26 that is S83°53'17"W a distance of 1732.0 feet from the centerline of Runway 18-36, said point being the southwest corner of the Airport lands now leased by Aluma Shield Industries, Inc., run thence S06°06'43"E a distance of 225.0 feet to the south line of Summerhill Drive; thence N83°53'17"E along said south line a distance of 1411.50 feet to the east line of Industrial Drive; thence S01°34'46"W along said east line a distance of 790.21 feet to the Point of Beginning; thence continue S01°34'46"W a distance of 168.64 feet to the Point of Curvature of a curve concave northwesterly, having a central angle of 08°06'34" and a radius of 530.00 feet; thence run southerly along the arc of said curve a distance of 75.01 feet to the northerly line of Eidson Drive; thence S70°39'52"E along said northerly line a distance of 86.42 feet; thence N01°34'46"E a distance of 99.76 feet; thence S88°25'14"E a distance of 210.99 feet; thence N01°56'15"E a distance of 170.00 feet; thence N88°25'14"W a distance of 289.06 feet to the Point of Beginning; said parcel containing 1.28 acres, more or less.

Blackwell & Associates
LAND SURVEYORS, INC.

DRAINAGE RETENTION

Mail Address
P.O. Box 741013
Orange City, Florida 32774-1013

Phone (904) 734-8050
Fax (904) 734-7660

Office Address
995 West Volusia Ave.
DeLand, Florida 32720

JUNE 24, 1998

DAVID R. ROBINSON - STORMWATER RETENTION AREA

That part of the DeLand Municipal Airport lying in Sections 33 and 34, Township 16 South, Range 30 East, Volusia County, Florida, described as follows:

Commencing at a point on the north edge of Runway 8-26 that is S83°53'17"W a distance of 1732.0 feet from the centerline of Runway 18-36, said point being the southwest corner of the Airport lands now leased by Aluma Shield Industries, Inc., run thence S06°06'43"E a distance of 225.0 feet to the south line of Summerhill Drive; thence N83°53'17"E along said south line a distance of 1411.50 feet to the east line of Industrial Drive; thence S01°34'46"W along said east line a distance of 958.85 feet to the Point of Curvature of a curve concave northwesterly, having a central angle of 08°06'34" and a radius of 530.00 feet; thence run southerly along the arc of said curve a distance of 75.01 feet to the northerly line of Eidson Drive; thence S70°39'52"E along said northerly line a distance of 86.42 feet to the Point of Beginning; thence N01°34'46"E a distance of 99.76 feet; thence S88°25'14"E a distance of 102.99 feet; thence S01°56'15"W a distance of 132.48 feet to the aforesaid northerly line of Eidson Drive; thence N70°39'52"W along said northerly line a distance of 107.27 feet to the Point of Beginning; said parcel containing 0.274 acres, more or less.

Blackwell & Associates
LAND SURVEYORS, INC.

Mail Address:
P.O. Box 741013
Tallahassee, Florida 32314-1013

Phone (904) 734-8050
Fax (904) 734-7660

Office Address:
995 West Volusia Avenue
DeLand, Florida 32720

JUNE 24, 1998

DAVID R. ROBINSON - ACCESS EASEMENT

That part of the DeLand Municipal Airport lying in Sections 33 and 34, Township 16 South, Range 30 East, Volusia County, Florida, described as follows:

Commencing at a point on the north edge of Runway 8-26 that is S83°53'17"W a distance of 1732.0 feet from the centerline of Runway 18-36, said point being the southwest corner of the Airport lands now leased by Aluma Shield Industries, Inc., run thence S06°06'43"E a distance of 225.0 feet to the south line of Summerhill Drive; thence N83°53'17"E along said south line a distance of 1411.50 feet to the east line of Industrial Drive; thence S01°34'46"W along said east line a distance of 958.85 feet to the Point of Curvature of a curve concave northwesterly, having a central angle of 08°06'34" and a radius of 530.00 feet; thence run southerly along the arc of said curve a distance of 75.01 feet to the northerly line of Eidson Drive; thence S70°39'52"E along said northerly line a distance of 193.69 feet to the Point of Beginning; thence N01°56'15"E a distance of 132.48 feet; thence S88°25'14"E a distance of 30.00 feet; thence S01°56'15"W a distance of 142.07 feet to the aforesaid northerly line of Eidson Drive; thence N70°39'52"W along said northerly line a distance of 31.44 feet to the Point of Beginning.

RECOGNITION OF LEASE ASSIGNMENT AND ASSUMPTION

The CITY OF DELAND, a Florida municipal corporation, does hereby consent to, accept and acknowledge the assignment by TOTAL RENAL LABORATORIES, INC., a Florida corporation and the assumption thereof by PROSPECT REAL ESTATE DELAND, LLC, a Florida limited liability company, of the rights, title, interest, and obligations in and to that certain Ground Lease Agreement dated March 17, 1995, by and between CITY OF DELAND, Lessor and David R. Robinson, sole proprietor, as amended by that certain First Amendment to Ground Lease Agreement dated May 5, and as assigned by that certain Assignment of Interest in Land Lease dated September 10, 1998, by and between David R. Robinson, as assignor and Total Renal Laboratories, Inc., a Florida corporation, as assignee, for the certain premise located at 1991 Industrial Drive, Deland, Florida, and hereby acknowledges PROSPECT REAL ESTATE DELAND, LLC's, agreement to be bound fully by all of the terms and conditions of said Ground Lease Agreement and amendments thereto, from and after the effective date of said Ground Lease Agreement, as if it were the original Lessee.

EXECUTED this ____ day of _____, 2022.

CITY OF DELAND, LESSOR

By: _____
Robert F. Apgar
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

RECOGNITION OF LEASE ASSIGNMENT AND ASSUMPTION

The CITY OF DELAND, a Florida municipal corporation, does hereby consent to, accept and acknowledge the assignment by TOTAL RENAL LABORATORIES, INC., a Florida corporation and the assumption thereof by PROSPECT REAL ESTATE DELAND, LLC, a Florida limited liability company, of the rights, title, interest, and obligations in and to that certain Ground Lease Agreement dated January 29, 1995, by and between CITY OF DELAND, Lessor and David R. Robinson, sole proprietor, as amended by that certain First Amendment to Ground Lease Agreement dated August 6, 1996, and further amended by that certain Second Amendment to Ground Lease Agreement dated May 5, 1998, and as assigned by that certain Assignment of Interest in Land Lease dated September 10, 1998, by and between David R. Robinson, as assignor and Total Renal Laboratories, Inc., a Florida corporation, as assignee, for the certain premise located at 1993 Industrial Drive, Deland, Florida, and hereby acknowledges PROSPECT REAL ESTATE DELAND, LLC's, agreement to be bound fully by all of the terms and conditions of said Ground Lease Agreement and amendments thereto, from and after the effective date of said Ground Lease Agreement, as if it were the original Lessee.

EXECUTED this ____ day of _____, 2022.

CITY OF DELAND, LESSOR

By: _____
Robert F. Apgar
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
January 18, 2022

SUBJECT: First Reading of Ordinance Annexing Approximately Three Parcels of Land
Totaling Approximately 64 Acres of Property Located at 791 South Blue Lake
Avenue.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A-Metes & Bounds Parcel 7014-00-00-0160 , Exhibit A-Metes
& Bounds Parcel 7014-00-00-0171, Exhibit A-Metes & Bounds Parcel 7014-00-00-
0180, Exhibit B-Location and Zoning Map, Staff Report (AN21-126), Aerial

APPROVED BY: Michael Pleus, City Manager, January 12, 2022

SUMMARY/HIGHLIGHT:

This request is for approval to annex three parcels, totaling 64 acres, into the City of DeLand to develop a residential project with a mix of single-family lot sizes and townhomes. At the December 15, 2021 meeting the Planning Board recommended approval of the annexation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan: *"To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will "square off" the City's boundaries."* Approval of this request will further the city's goals to annex contiguous properties in order to ensure quality growth within the city limits.

SUSTAINABILITY:

FISCAL IMPACT:

Inclusion of this property onto the city's tax rolls will increase funds toward city services.

RECOMMENDATION:

It is recommended that the City Commission approve annexation of these 3 properties into the city limits.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. The properties to be annexed will be combined with an existing contiguous property that is already within the city limits. The applicants have applied for a land use amendment as well as a PD rezoning (LU21-127, Z21-128).

Two of the three parcels to be annexed are located within an existing enclave and of concern to city staff was the creation of a new enclave with this approval. Volusia County staff have determined that because the existing enclave will be reduced through the annexation of these 2 properties, the request is acceptable.

ORDINANCE NO. 2022 -

**AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA,
ANNEXING THREE PARCELS OF LAND TOTALING
APPROXIMATELY 64 +/- ACRES LOCATED AT 791 SOUTH BLUE
LAKE AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE
ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH
STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Petitioner, Mike Woods, Esq, on behalf of the owner, Stewart I A Estate, submitted a petition for annexation of three parcels of land totaling approximately 64 +/- acres, located at 791 S. Blue Lake Avenue; and

WHEREAS, the parcels to be annexed are vacant and undeveloped; and

WHEREAS, two parcels to be annexed are contiguous to the boundaries of the City of DeLand on the east; one parcel to be annexed is contiguous to the boundaries of the City of DeLand on the west and south, the applicant has stated that Volusia County is agreeable to the request because it will reduce the size of a larger enclave if annexed, are reasonably compact, are not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described lands in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, Stewart I A Estate, totaling approximately 64 +/- acres, located at 791 South Blue Lake Avenue; are hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit “A”

**Parcel Identification No. 701400000160;
Parcel Identification No. 701400000180; and
Parcel Identification No. 701400000171**

Section 2. The boundary lines of the City of DeLand are hereby changed and redefined to include the lands described in Section 1 above and depicted on the map attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at ____ P.M., on _____, 2022, after notice published in accordance with Florida Statutes Section 171.044.

Section 4. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

7014-00-00-0160

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING;

thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence S88°58'45"W 1334.22 feet along the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence thence N00°55'42"W 656.75 feet along the West boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 30.340 acres, more or less.

LEGAL DESCRIPTION

7014-00-00-0171

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

"EXHIBIT A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°47'12"W and a chord distance of 492.74 feet; thence run Westerly 493.28 feet along the arc of said curve through a central angle of 09°15'59" to the end of said curve for the POINT OF BEGINNING; thence continue along the arc of said curve with a chord bearing of S89°27'06"W and a chord distance of 13.69 feet; thence run Westerly 13.69 feet along the arc of said curve through a central angle of 00°15'26" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence N89°06'10"E 1325.60 feet along said South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Southeast corner

"EXHIBIT A"

of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14;
thence S00°59'38"E 486.62 feet along the East boundary of the Southwest 1/4 of
the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 13.620 acres, more or less.

LEGAL DESCRIPTION

7014-00-00-0180

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve and said right of way line through a central

"EXHIBIT A"

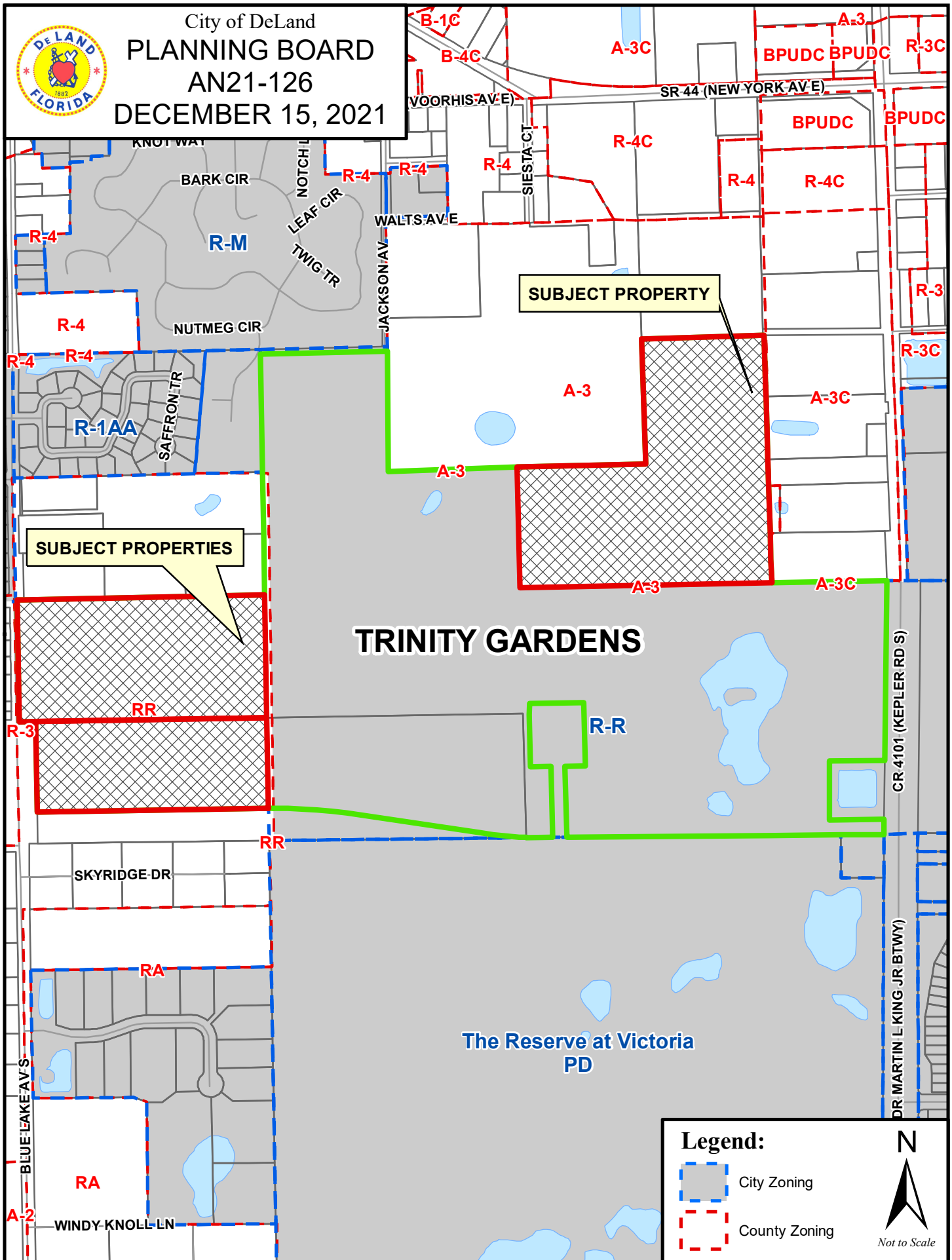
angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14 for the POINT OF BEGINNING; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence

"EXHIBIT A"

N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14;

thence S00°59'38"E 651.59 feet along the East boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Southeast corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence S89°06'10"W 1225.60 feet along the South boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Point of Beginning.

CONTAINING: 19.756 acres, more or less.

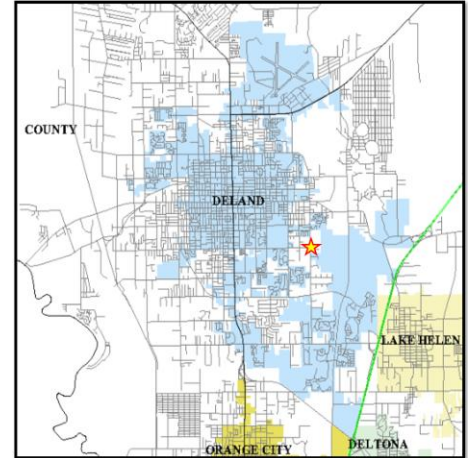


PLANNING DEPARTMENT STAFF REPORT TO PLANNING BOARD

December 15, 2021

APPLICATION: AN21-126

1. **Requested Action:** To annex three parcels into the City of DeLand to develop a residential project with a mix of single-family lot sizes and townhomes.
2. **Location:** Trinity Gardens
3. **Petitioner:** Michael Woods, Esq., Cobb Cole
4. **Owner:** Stewart I A Est
5. **Size of parcel:** 64 ± acres
6. **Parcel Id. No.:** 701400000160



7. **Land Use Designation and Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity

Existing Zoning: Volusia County: RR (*Rural Residential*)
A-3 (*Transitional Agriculture*)

Existing Use: Vacant, undeveloped

8. **Surrounding Land Use & Zoning:**

	<u>LAND USE</u>	<u>ZONING</u>
North:	Volusia County: Urban Low Intensity	R-R - Rural Residential
South:	City of DeLand: Low Density Residential	R-R - Rural Residential
East:	Volusia County: Urban Low Intensity	A-3C - Transitional Agric./Conservation
West:	Volusia County: Urban Low Intensity	A-3 - Transitional Agric. R-3 - Urban Single-Family Residential

9. Physical Characteristics: The property is vacant and undeveloped and located adjacent to another parcel already within the city limits, which is to be improved for this development. The property has a utility easement running through the center of both parcels.

The property is located within the city's Utility Service Area utilities and is served by City Police and Fire Department.

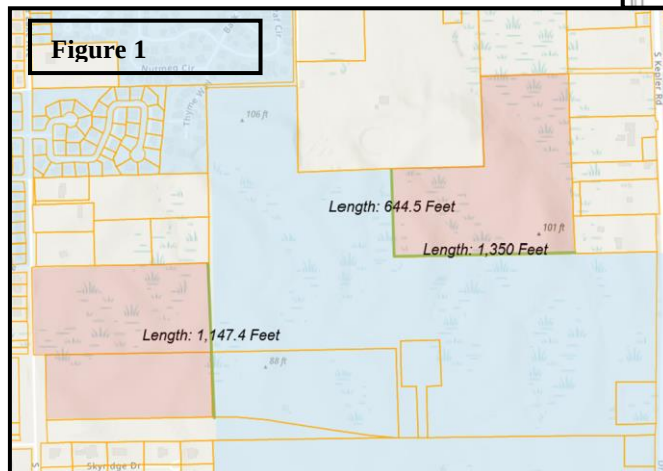
[illegible]

From: Volusia County Urban Low Intensity
To: City of DeLand Urban Low Intensity

From: Volusia County R-R (Rural Residential)
To : City of DeLand Trinity Gardens PD

The map displays the following details:

- Streets:** NUTMEG CIR, SAFRON TR, JACKSON A, SKYRIDGE DR, and CR 4101 (KEPLER RD S).
- Properties:**
 - Top Left:** Labeled 'R-4' and 'R-4A'.
 - Middle Left:** Labeled 'R-1AA'.
 - Bottom Left:** Labeled 'R-3' and 'R-RR'.
 - Center:** A large area labeled 'TRINITY GARDENS'.
 - Top Right:** Labeled 'SUBJECT PROPERTY' and 'A-3'.
 - Middle Right:** Labeled 'A-3C'.
 - Bottom Right:** Labeled 'R-R'.
- Other Features:** A yellow callout box labeled 'SUBJECT PROPERTIES' points to a hatched area. A green line runs along the right side of the map, and a blue line runs along the bottom.

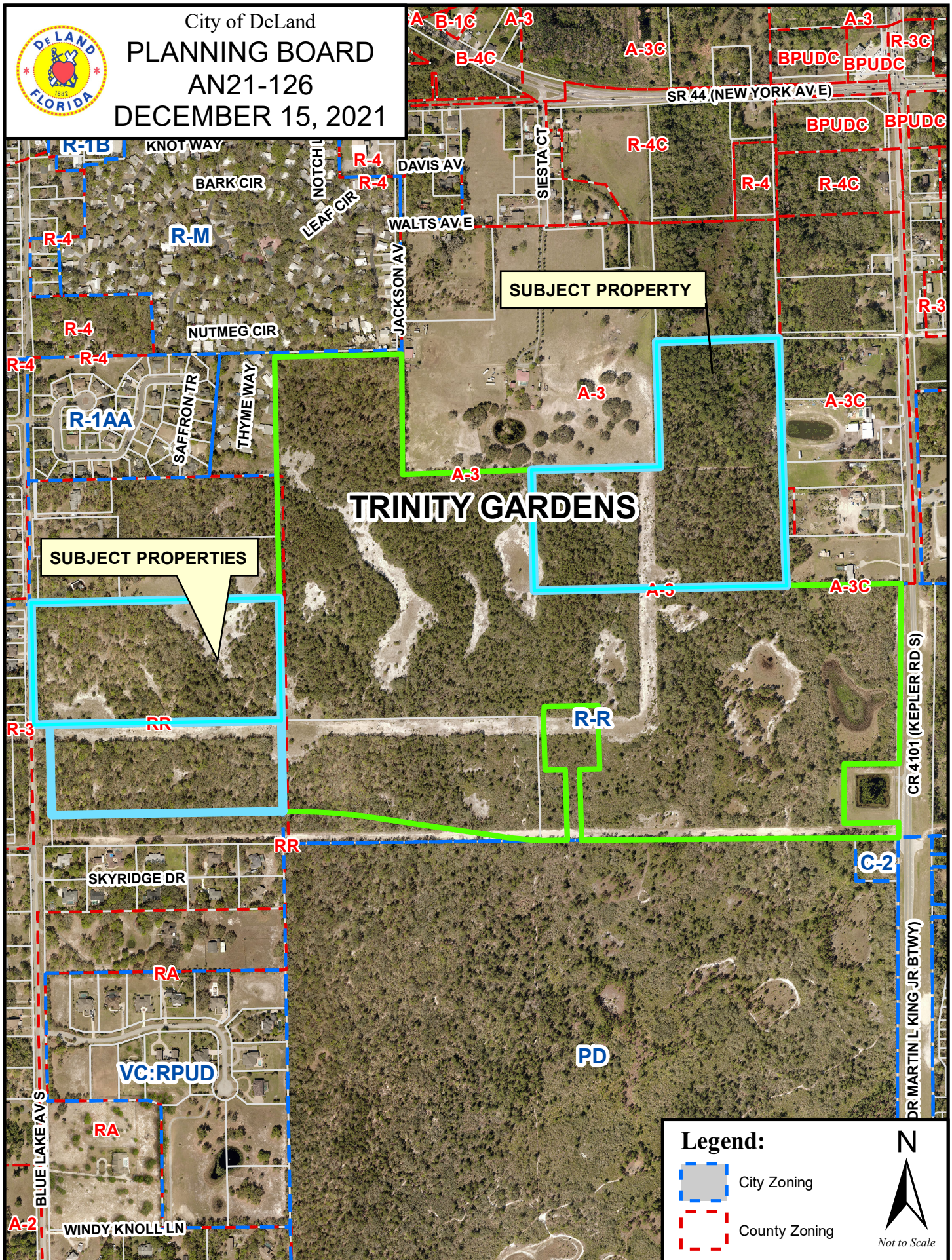


Recommendation: The annexation of this property meets the requirements outlined. The area surrounding the property is characterized by residential uses and property for which additional residential uses are currently under construction. The property is directly adjacent to Kepler Road which is an arterial road and designated as an Emerging Gateway into the city. Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval subject to no enclaves being created.

Page 86 of 207



City of DeLand
PLANNING BOARD
AN21-126
DECEMBER 15, 2021



CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: First Reading Ordinance Changing the Land Use from Volusia County's Urban Low Intensity and City of DeLand Low Density Residential to City of DeLand Urban Low Density Residential Located at 791 South Blue Lake Avenue (Trinity Gardens).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Proposed Land Use, Staff Report (LU21-127), Current Land Use Map, Proposed Land Use Map, Aerial

APPROVED BY: Michael Pleus, City Manager, January 12, 2022

SUMMARY/HIGHLIGHT:

The applicant, Mike Woods, of Cobb Cole, is requesting to amend the land use designation for property from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to all City of DeLand - Urban Low Intensity for approximately 183 acres. The subject property is located north of the E. Beresford Avenue proposed extension between Kepler Road and Blue Lake Avenue. At the December 15, 2021 meeting, the Planning Board recommended approval of the land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds toward city services.

RECOMMENDATION:

It is recommended that the City Commission approve the land use amendment of this property from Volusia County - Urban Low Intensity and City of DeLand - Low Density Residential to City of DeLand - Urban Low Intensity on first reading and direct staff to transmit the amendment to the Volusia Growth Management Commission. The second reading should be delayed until the application is reviewed by the Volusia Growth Management Commission.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. As currently designated, the properties for which the land use amendments are sought will be combined to create a single property which will eventually be developed. The requested land use designation of Urban Low Intensity for the entire property will lower the density overall. The annexation portion of the property will retain the same maximum density of 4 units per acre. However, the portion that is currently in the City will be lowering the density from a maximum of 5.8 units per acre to a maximum of 4 units per acre. The land use amendment will reduce the maximum density for the entire property by 214 units, from 946 to 732 units.

The applicants have also applied for annexation of property, as well as a PD rezoning to create the overall residential development (AN21-126, Z21-128).

ORDINANCE NO. 2022 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY CHANGING FUTURE LAND USE DESIGNATIONS FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY AND CITY OF DELAND'S LOW DENSITY RESIDENTIAL TO CITY OF DELAND'S URBAN LOW INTENSITY, FUTURE LAND USE DESIGNATIONS FOR PARCELS OF LAND LOCATED AT 791 SOUTH BLUE LAKE AVENUE; AND BY AMENDING THE FUTURE LAND USE MAP TO REFLECT THE CHANGE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Local Government Comprehensive Planning and Land Development Regulation Act (hereinafter the "Act"); and

WHEREAS, the Act requires each local government in the State of Florida to prepare and adopt a comprehensive plan; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended (hereinafter the "Comprehensive Plan"); and

WHEREAS, the Florida Department of Economic Opportunity (hereinafter "DEO") found the Comprehensive Plan to be in compliance with the Act; and

WHEREAS, the Volusia Growth Management Commission (hereinafter the "VGMC") found the Comprehensive Plan to be consistent and compatible with the existing and proposed plans of adjacent local governments, subject to certain conditions which are more particularly set forth below; and

WHEREAS, the City Commission has designated the Planning Board as the "local planning agency" responsible for reviewing proposed Comprehensive Plan amendments; and

WHEREAS, the Planning Board and the City Commission adopted procedures designed to provide effective public participation in the comprehensive planning process and to provide real property owners with notice of all official actions which will regulate the use of their property; and

WHEREAS, the Planning Board held a public hearing after due public notice in accordance with F.S. §163.3174(4)(a) for the purpose of making recommendations concerning the proposed Comprehensive Plan amendments.

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

Section 1. The City Commission hereby amends the Future Land Use Map to change the land use designations for parcels of land located at 791 South Blue Lake Avenue, from Volusia County's Urban Low Intensity and City of DeLand's Low Density Residential to City of DeLand's Urban Low Intensity Future Land Use Designations for all parcels as described in "Exhibit A" attached hereto and by this reference made a part hereof.

Section 2. 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 3. The effective date of this Ordinance shall be the date of issuance of a certificate of consistency or conditional certificate of consistency by the Volusia Growth Management Commission, and a final order is issued by the Florida Department of Economic Opportunity, Division of Community Development finding the Ordinance in compliance in accordance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

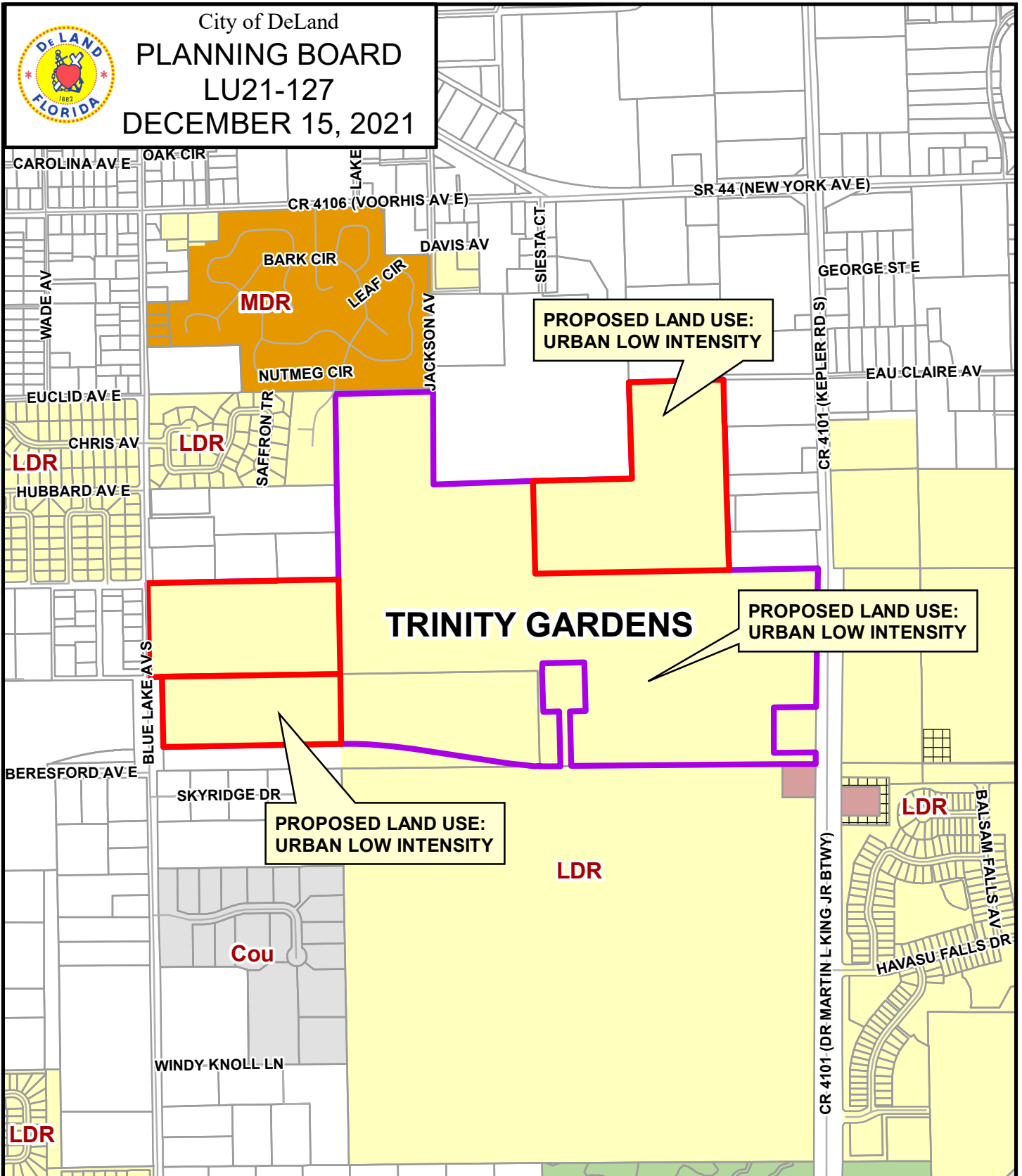
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit A



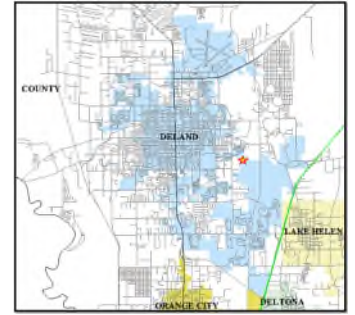
DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County



**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

December 15, 2021



A. APPLICATION NO.: LU21-127

APPLICANT: Michael Woods, Esq., Cobb Cole

REQUEST: To amend the land use designation of a parcel
From: Volusia County - Urban Low Intensity & City of DeLand - Low Density Residential

To: City of DeLand - Urban Low Intensity
in order to develop a residential project with a mix of single-family lot sizes and townhomes.

B. SITE FACTORS

Location: 791 S. Blue Lake Ave.

Parcel ID #: 7014-00-00-0180, 701400000171, 701400000160, 701400000150, 701400000170

Parcel Size: 183.92 ± acres

Land Use: Volusia County – Urban Low Intensity

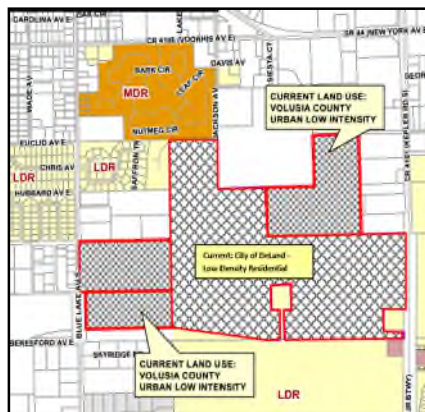
Existing Use: Vacant, undeveloped

Surrounding Uses:

	<u>Designation</u>	<u>Use</u>
North:	City: Medium Density Residential	Single-family residential
South:	City: Low Density Residential	Single-family residential (<i>pending</i>)
East:	City: Low Density Residential	Single-family residential (<i>pending</i>)
West:	City: Low Density Residential	Single-family Residential
	County: Urban Low Intensity	Single-family Residential

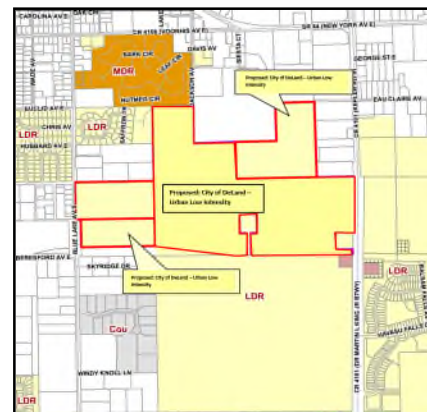
C. REQUESTED ACTION AND HISTORY:

- 1. REQUEST:** The site currently is undeveloped, and contains a utility line easement, and the applicant requests that the property be amended from a Volusia County “Urban Low Intensity “ to the City of DeLand “Urban Low Intensity” future land use designation.



Existing designation

LAND USE



Proposed designation

2. **CHRONOLOGY OF PAST EVENTS:** The land use designation of the subject property has not recently been changed. The property is subject to an annexation request.

D. **ALTERNATIVES AND ANALYSIS:** The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. **Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation and schools if residential):**

- The parcel is within the City of DeLand utility service boundary and water/wastewater service for this project will be provided through existing city lines.
- The existing roadway adjacent to the larger site which is to ultimately be developed is Kepler Road to the east and eventually the Beresford Avenue extension will provide additional access to the overall site. Blue Lake Ave. lies adjacent to the west side of the property and will provide an access point as well.
- Because the site is proposed to ultimately be used for residential purposes, new demand for recreational facilities is anticipated. Any change in demand will be adjusted as necessary.
- Volusia County provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
- The City can provide an adequate LOS of Fire/Rescue service.
- The City can provide an adequate LOS of Police service.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use Element requires that the subject property be consistent with surrounding development. The proposed land use designation is similar to that of most of the surrounding city properties. Of those that are within the city limits, all that is contiguous to the larger property are the same and the only other is Medium Density Residential. – WHAT??? - REWORD

VOLUSIA COUNTY:

Urban Low intensity (ULI) – Areas for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (1/4) mile of another jurisdiction shall require notification to that jurisdiction.

CITY OF DELAND:

Urban Low Intensity (ULI) Designation

Description: Areas for suburban density residential dwelling units with a range of 0.2 to 4 dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, in particular, compatibility with adjacent uses and availability of public facilities. However, lot sizes larger than one acre may be allowed if there are similar lot sizes existing in the vicinity. This category will allow existing agricultural zoning and uses to continue.

General Type of Development:

- Single Family Residential, attached or detached
- Cluster
- Zero lot line
- Office
- Neighborhood Convenience

Policy Guidelines: This category may also allow neighborhood convenience uses and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. Commercial intensity shall be limited in a manner that is compatible with the allowable residential density; with a greater intensity permitted at intersections of heavily-used roadways.

In order to be considered compatible, the commercial development should reflect comparable traffic generation; similar traffic patterns; building scale; landscaping and open space; and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening

shall be provided through the PD process, when adjacent to low density residential, in order to preserve the character of the neighborhood. High-intensive commercial use shall be reserved to areas designated for Business Retail or Highway Commercial.

Neighborhood Convenience Center (NCC):

- *Located along collectors, with preference given to locations at the intersections of collectors with arterials.*
- *New convenience centers shall not be located internally within existing single-family developments unless part of a Planned Development (PD).*
- *Uses do not encourage urban sprawl.*
- *Designed to serve the needs of the immediate neighborhood.*
- *Building size, sufficient setbacks, landscaping and buffers to maximize visual compatibility.*

The general characteristics for the NCC are represented by the following standards:

- *Typical site area: 2 acres (max. 5 acres)*
- *Gross Leasable Area: up to 10,000 sq. ft. (no one use to exceed 5,000 sq. ft.)*
- *Intensity: 0.18 FAR*
- *Sample uses: Convenience goods and services, offices, and specialty stores*

Mixed-use developments consisting of residential and low-intensity commercial may be permitted through the PD process. Overall residential density for the development is not to exceed the specified range for this land use designation. Non-residential building square footages for the development may not exceed the amounts allowed for NCC's. However, total Gross Leasable Area may be increased to 7,840 square feet per acre. Total development size is not to exceed 5 acres in area.

3. **Future Land Use Map:** The proposed change in the land use designation to Low Density Residential will be shown on the revised Future Land Use Map.
4. **Location of Lakes, Floodplains, and Wetlands:** The subject property does not appear to contain any bodies of water. Any such items will be dealt with properly at the point where development is to occur.
5. **Analysis of Natural Resources:**
 - a. Soil type: ASTATULA TAVARES – Broad, Undulating ridges of excessively drained and moderately well drained, brownish and grayish sandy soils; interspersed with a few sinks, lakes and depressions.

- b. Presence of Endangered Species – At this time no known species have been identified on this site. A more thorough review will be undertaken at the time of site plan development to determine the existence of any endangered species.
6. .
 - a. Water –The City’s utility department supplies water to the site. The infrastructure necessary to provide water to any future development would be analyzed by staff and assessed to ensure concurrency.
 - b. Sewer – It is anticipated that sufficient sewer capacity is available.
 - c. Drainage - The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture will be addressed on-site so as not to impact surrounding property.
 - d. Solid Waste – Solid waste services are available for the property.
 - e. Transportation – The type of use that could be anticipated for this site is expected to generate additional traffic primarily because the site is currently vacant and generates little to no traffic. Traffic generation is estimated according to the most intense type of development allowed under the proposed designation. Based on potential uses under the proposed designation, additional analysis may be needed to ensure that additional traffic is handled so as not to cause the impacted roadway segment to fail once an actual site plan is submitted.
 - f. Fire/Rescue Service - The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service - The City can provide an adequate LOS of Police protection.
7. **Impact upon Recreation and Open Space:** The proposed land use is a residential category; however, due to the nature of the existing land use (also residential) it could be assumed that there should not be major impacts to the recreational needs of the City of DeLand. *Any increase in the allowable density will be investigated further at the site plan review stage to determine the potential impact.*
8. **New Public Facilities Needed to Serve Land Use:** Because this site is located within the Utility Service Area, no need for new public facilities is anticipated.
9. **Impact upon Existing Deficiencies:** The site in question has access to all city facilities and no deficiencies are currently known to exist.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The proposed land use amendment will not result in the need for additional public facilities to serve the subject property. It will not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program. The Applicant will be required to provide any necessary improvements to connect to the City’s utilities.
11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
12. **Compatibility with Existing Zoning Classification:** The existing zoning designation (Volusia County RR – Rural Residential and A-3 – Transitional Agriculture) will be amended upon approval of the land use amendment and a rezoning request to a compatible city zoning designation has been requested.

13. **Will the proposed land use change impact schools?** The proposed project will include residential dwelling units and additional students may be generated by a residential development project. School impacts will be anticipated and the school board has will be notified in order to determine the potential impact and ways to address it.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?** The following guidelines will be considered when reviewing this proposal considering the specific guidelines listed for new development:

DeLand 2050 Principles

1. Become a sustainable community by having a sustainable growth policy requiring the wise use of fiscal and natural resources;
2. Reduce encroachment upon nature (protect natural ecosystems);
5. Promote a healthy community with beautiful and safe neighborhoods, all with easily accessible public space or green space and bike and pedestrian friendly design;
9. Concentrate development towards the Urban Core with appropriate density or intensity – (It's where it goes and what it looks like that is important);
11. Smart growth principles:
 - b. **Take advantage of compact building design** – use less land for development this includes building size as well as parking; land consumption for buildings can not be used for open space.
 - c. **Create housing opportunities and choices** – providing quality housing for people of all income levels and age groups.
 - d. **Create walkable communities** – the need for pedestrian-friendly features include types of development to shade for sidewalks.
 - f. **Preserve open space, farmland, natural beauty, and critical environmental areas** - preserves critical environmental areas, providing recreational opportunities, and guiding new development into existing communities.
 - h. **Strengthen and direct development to existing communities** – development directed to communities already served by infrastructure, use resources of existing neighborhoods offer and maintain value of public and private investment.

2. Principle – Reduce encroachment upon nature (protect natural ecosystems)

Policy 2 – work with VC on JPA to create an overlay to require low impact development criteria to be used for new subdivision in specific areas

5. Principle – Promote a healthy community

E. VGMC INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation (ULI) versus the proposed designation (LDR).

The following seven public facilities and services were examined: (Table 4)

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use - ULI	Proposed Future Land Use - ULI	Net Change
	Theoretical Maximum		
Dwelling Units	736	736	0
Non-residential (retail, square feet)	0.5 FAR	0.18	0
1. Population	1656	1655	-1
2. P.M. Peak Hour Trips/Daily Trips	456/4894	456/4892	0/-2
3. Sanitary Sewer (gallons/day)	117,760	117,709	-51
4. Potable Water (gallons/day)	132,480	132,422	-58
5. Solid Waste (pounds/person)	5316	5313	-3
6. Stormwater Drainage	TBD	TBD	N/A
7. Recreation/Open Space (ac./person)	11.59	11.59	0

Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 0.62 PM peak hour trips per unit and 6.65 daily trips per unit, Apartments - Low-rise (220) |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential Unit |
| 5. Solid Waste | 3.21 pounds per person per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in no increased impacts to the public infrastructure or services based on the theoretical maximum impact analysis. In some instances, the impacts are lessened.

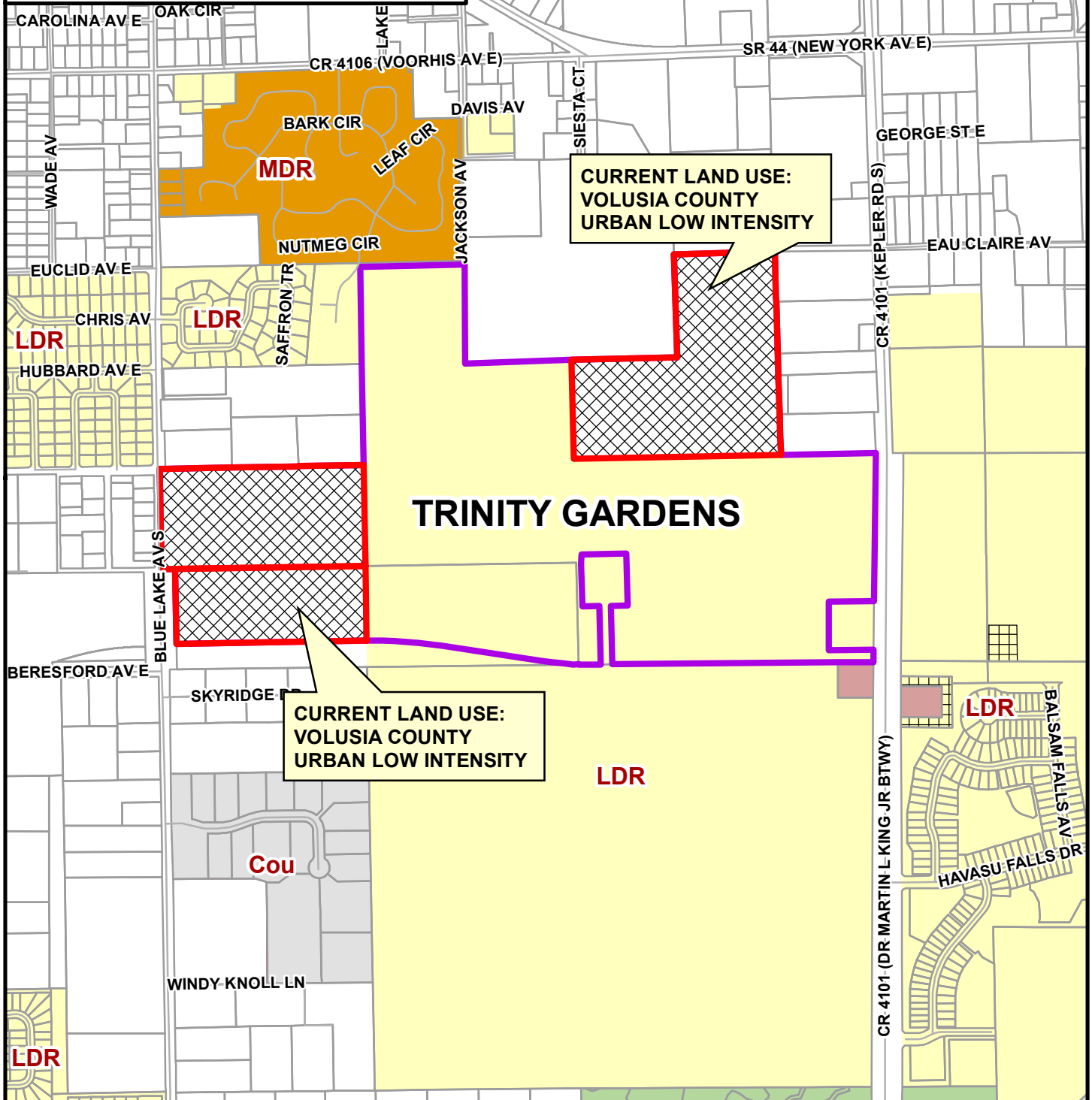
Low impact development is a means of providing the much-needed housing at a rate that is required but also in a manner that has limited impacts upon the environment and the surrounding neighborhoods. Clustering of housing and the provision of open areas and common spaces is encouraged for this property. The density allowed can still be maintained, however, the typical development pattern of large lots that consume the majority of the development area is discouraged.

In addition, this property is subject to a PD rezoning. Because the Reserve at Victoria, which is currently under development immediately south of this site has agreed to fund a public trail for the benefit of its residents, it is proposed that this development join in with that agreement to provide the trail as a public benefit for the planned development.

STAFF RECOMMENDATION: Staff recommends approval of the proposed land use designation amendment subject to the property being developed using the principles which will compromise on the way the development occurs using the tools of low impact development instead of the typical development patterns of the past, and with the agreement to participate with the development of the bike trail along Beresford as a public benefit.

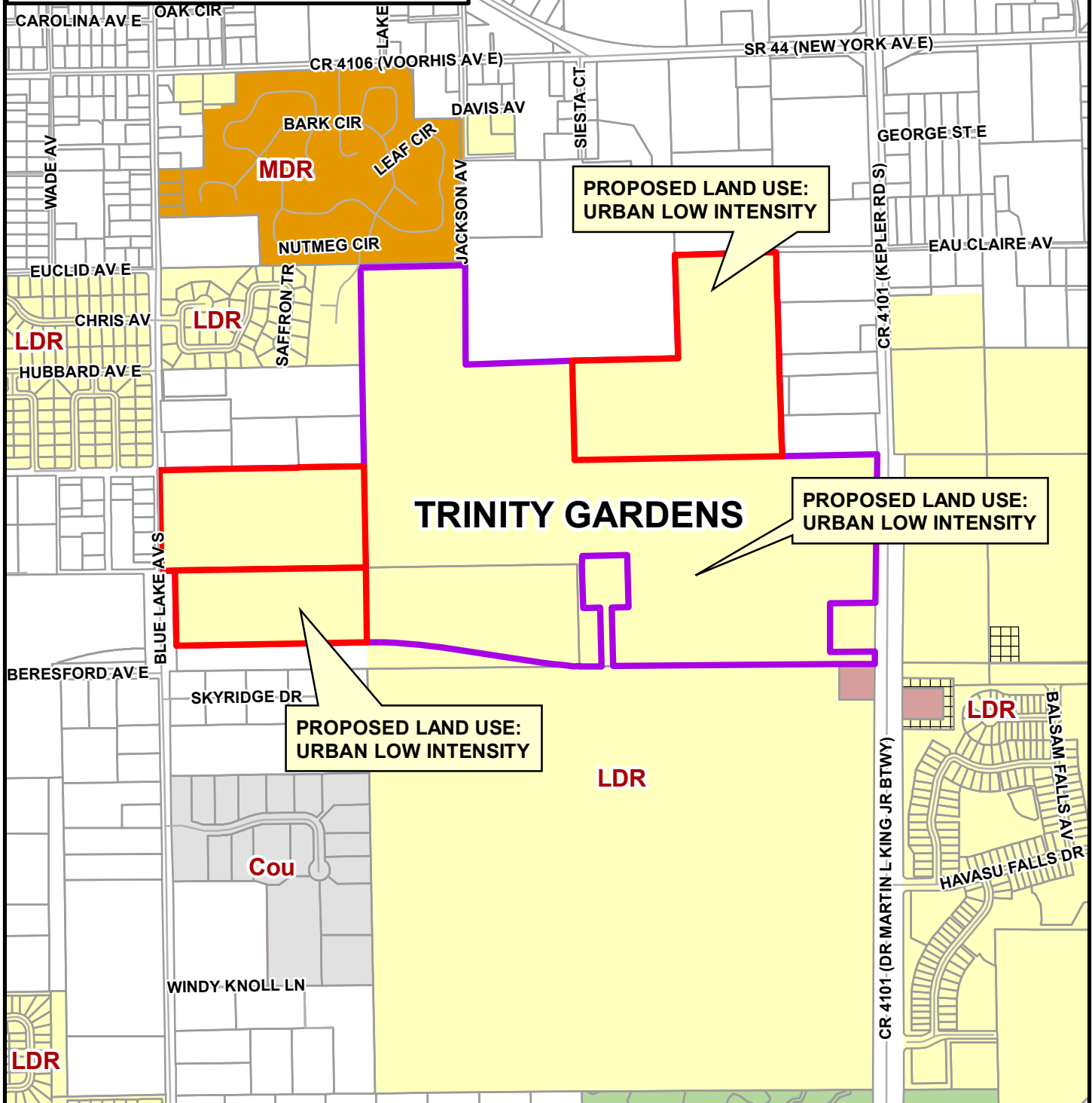


City of DeLand
PLANNING BOARD
LU21-127
DECEMBER 15, 2021





City of DeLand
PLANNING BOARD
LU21-127
DECEMBER 15, 2021



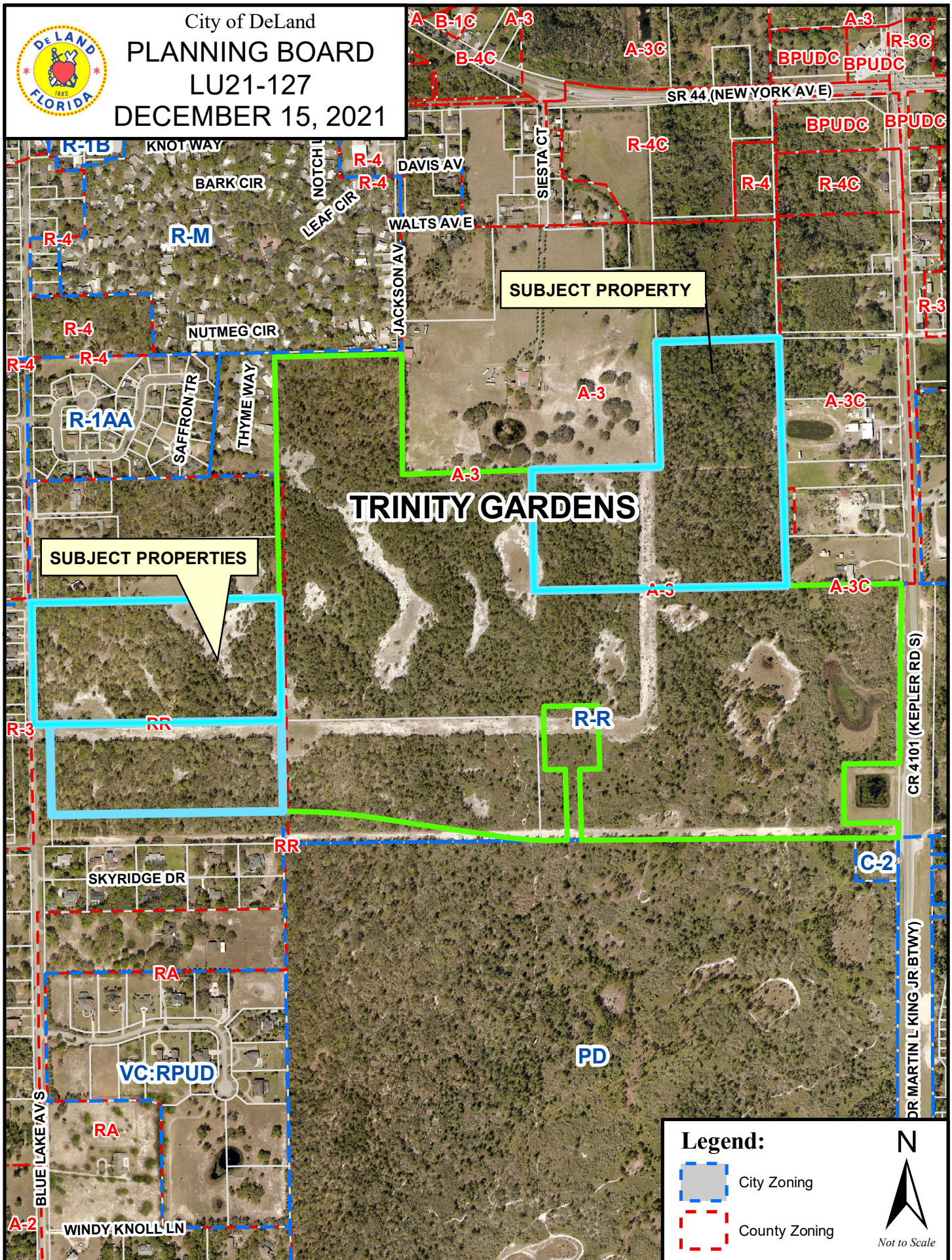
DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County





City of DeLand
PLANNING BOARD
LU21-127
DECEMBER 15, 2021



CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning from City of DeLand Rural Residential, Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Located at 791 South Blue Lake Avenue, Approximately 183.92 Acres of Property.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A, Exhibit B-PD Agreement, Exhibit B Concept Plan- 12-30-2021, Zoning and Location Map, Aerial, Staff Report (Z21-128) Trinity Gardens PD

APPROVED BY: Michael Pleus, City Manager, January 12, 2022

SUMMARY/HIGHLIGHT:

The applicant, Michael Woods of Cobb Cole, is requesting to amend the zoning designations for property from Volusia County – Rural Residential and Agricultural Transition and City of DeLand - Rural Residential to Trinity Gardens PD. The subject property contains approximately 183 acres and is located north of Beresford Avenue proposed extension, between Kepler Road and Blue Lake Avenue.

The property is to be developed in a total of 4 phases and contains a total of 543 units which are comprised of 425 single-family and 118 townhouse units. The single-family homes will be divided into 330 – 50-foot and 95 – 60-foot lots. A minimum of 4 parking spaces are required for the single-family and townhouse units, (2 in garage and 2 in the driveway and 301 on-street parking will be provided throughout the development. Monument signage will be located on E. Beresford, MLK and Blue Lake Road. The development agreement states that the project will utilize low impact development measures to protect environmental features.

At their December 15, 2021 meeting, the Planning Board recommended approval for the application with the following recommendations. The applicant submitted a revised development agreement and concept plan to address the comments from the Planning Board. How each comment was addressed by the revised agreement is shown in parenthesis.

1. Any decorative feature or on street parking inside the right of way will be maintained by the HOA; (included)
2. Revise the building separation for the townhomes to be 20 feet; (included)
3. Accessory setback for townhomes is to apply to the rear yard; (included)
4. Address the Fire Marshal's comment to provide documentation that the cul-de-sac's can be modified as proposed; (will be provided at time of subdivision review or provide traditional cul de sac instead)
5. Remove section referencing open burning of vegetative debris; (section reworded to prohibit)
6. Remove the section referencing creation of Community Development Districts; (removed)
7. Increase buffers along right of way and entrances; (per concept plan, buffers are between 40' to 50')
8. Revise development agreement to insure any low impact development infrastructure is to be retained and maintained by the HOA; (states maintenance not by city)
9. Work with staff to insure stormwater system hydroperiods will not impact off-site properties; (agreed to do so)
10. Increase rear setback for screen enclosures to 5 feet. (included)

The Board also wanted to inform the City Commission that several members were concerned that side setbacks should be larger than 5 feet, although it was not unanimous due to the resulting dominance of the garage on the front facade.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under **Strategic Focus Area: Preparing for the Future/Sustainability**

Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future.

The need for additional housing units throughout our region as well as nationally has become evident within the city. This action is a step toward the city trying to meet the housing needs of citizens in this region.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the zoning designation of this property on first reading from Volusia County – Rural Residential and Agricultural Transition and City of DeLand - Rural Residential to Trinity Gardens PD. Second reading should be delayed until the corresponding land use amendment is adopted.

BACKGROUND/DISCUSSION:

Mike Woods, Cobb Cole, represents the developers of Trinity Gardens, who propose to construct a residential project with a mix of single-family lot sizes and townhomes. As currently designated, the properties for which the rezoning designations are sought will be combined to create a single property which will eventually be developed for residential purposes. The applicants have applied for annexation of property, as well as a land use amendment to create the overall residential development (AN21-126, LU21-127).

Summary of development:

- Property will be developed in 4 phases
- 543 total units = SF – 425 units, TH- 118 units
 1. 330 – 50'
 2. 95 – 60'
 3. 118 – TH (phase 2)

- Uses – Single-family and Townhomes
- Parking –
 1. SF - 4 (2 in+2 out) min
 2. On-street – 301 spaces in various locations
 3. TH - 4 (2 in+2 out) min
- Monument signs – at entrances on E. Beresford, MLK, Blue Lake
- Mix of design facades, up to 8 model home/temporary sales lots per phase
- 15% TPA, pre-existing utility easement may accommodate TPA as noted in PD
- Live oak trees between 2-5 inches will also be protected in the TPA and protected by a conservation easement. A tree survey shall be conducted rather than an analysis. Laurel oaks 20”+ have a replacement of 3” for each one removed. A statistical sample will be taken for all other trees.
- ROWs shall be 50 feet wide except where on-street parking = 52 feet wide
- A trail network to include 8ft and 4 ft mulch trails and 8 ft asphalt trails constructed concurrent with construction.
- A 4500 ft long, 12 ft wide multi-modal trail for use by the general public will be built from MLK to Blue Land to occur with construction of the Beresford Rd. extension. *(It needs to be verified who will construct the trail and which side of the street it is on)*
- Amenity tracts (parks) shall be reserved for use by the residents
- The project shall use several types of LID to maintain the environmental systems

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S RR, RURAL RESIDENTIAL, VOLUSIA COUNTY'S R-R, RURAL RESIDENTIAL AND VOLUSIA COUNTY'S A-3, TRANSITIONAL AGRICULTURE TO TRINITY GARDENS PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 791 SOUTH BLUE LAKE AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 183.92 +/- 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 Woods, Esq., LLC (hereinafter referred to as "Applicant"), on behalf of the property owner, owns approximately 183.92 +/- acres of land located at 791 South Blue Lake 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 City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential and A-3, Transitional Agriculture to Trinity Gardens 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 Urban Low Intensity 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 City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential, and Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development District, on the property located at 791 South Blue Lake Avenue.

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 Trinity Gardens 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 Trinity Gardens PD, 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. 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 12. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2022 .

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

TRINITY GARDENS

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

EXHIBIT "A"

and said right of way line through a central angle of 00°59'05" to the end of said curve; thence S00°13'16"E 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; S89°46'43"W 300.00 feet; thence S00°13'16"E 307.91 feet; thence N89°31'01"E 300.00 feet to a point on the aforesaid West right of way line; thence S00°13'16"E 64.56 feet along said right of way line; thence S00°14'26"E 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence S89°31'09"W 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence N00°54'31"W 373.75 feet; thence N89°05'29"E 107.50 feet; thence N00°54'31"W 335.00 feet; thence S89°05'29"W 290.00 feet; thence S00°54'31"E 335.00 feet; thence N89°05'29"E 107.50 feet; thence S00°54'31"E 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence S89°31'09"W 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of N85°49'00"W and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of 09°19'36" to the end of said curve; thence N81°09'12"W 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of N85°54'54"W and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of 09°31'25" to the end of said curve; thence S89°19'34"W 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence N01°03'38"W 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14; thence S89°06'10"W 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence N01°03'38"W 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said

EXHIBIT "A"

Southwest 1/4 of the Southwest 1/4; thence N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14; thence N00°59'38"W 1303.17 feet along the West boundary of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 183.922 acres, more or less.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z-21-____, Application of

HANOVER LAND COMPANY, LLC

ORDINANCE # 20__-____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM CITY R-R COUNTY A-3

& COUNTY RR

TRINITY GARDENS PD

The application of Hanover Land Company, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____, 20____, 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 _____, 20____, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Hanover Land Company, LLC was duly and properly filed herein on July 19, 2021 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 Contract Purchaser of a 183.92 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida.

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

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

F. That the owners of the properties, Tom B. Stewart EST, Mary S. Howarth EST, Stewart Family Properties, LLC, Central Florida Investment Co, LLC, CMM Investments, LLC and I.A. Stewart EST, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the applicant has applied for a change of zoning from the present zoning classification of the parcels described in Exhibit "A" from City R-R County A-3 & County RR to Trinity Gardens PD (Planned Development).

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS ____ DAY OF _____, 20____, AS FOLLOWS:

A. That the Application of Hanover Land Company, LLC, a Florida limited liability company, for the rezoning of the subject parcels are hereby granted.

B. That the zoning classification of the subject parcels described in Exhibit "A" attached hereto is hereby amended from R-R County A-3 & County RR to Trinity Gardens PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcels to Trinity Gardens PD.

3
4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land Development
14 Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same
15 manner as the R-1 zoning classification.

16
17 E. Except as otherwise stated herein, nothing in the Development Agreement is
18 intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

DEVELOPMENT AGREEMENT AMENDMENT

A. Development Concept. The properties shall be developed as Trinity Gardens 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.

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated November 15, 2021 and this Development Agreement. The Planned Development Plan 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.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations 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.

D. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a final plat of the area to be subdivided, whether one phase or multiple phases, shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development

Regulations, Ordinance No. 2013-11, as amended.

E. Unified Ownership. The applicant or his successors shall maintain unified ownership of the individual phases of the subject parcels until after issuance of the Final Subdivision Plat Development Order for a particular phase.

F. Phases of Development. Development of the Property can be accomplished in four phases and the general boundaries of the specific phases are depicted on the Planned Development Plan, with required easements for development and infrastructure servicing the phases, including shared facilities such as stormwater systems and internal driveways, being constructed as required for each phase. Individual phases may be developed and constructed simultaneously and/or in any order, however, Final Subdivision Plat Development Order shall be required for each phase and the restrictions of this Development Agreement shall apply to each phase of development. The projected phasing of the Properties is as follows:

PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY
Phase 1	66	40	0	106	62.35	1.70
Phase 2	85	0	118	203	45.04	4.51
Phase 3	104	55	0	159	44.33	3.59
Phase 4	75	0	0	75	32.18	2.33
TOTALS	330	95	118	543	183.90	2.95

1 G. Land Uses Within the PD. The development of the parcels shall be consistent
2 with the uses prescribed for each area within the proposed Trinity Gardens PD. The
3 location and size of said land use areas are shown on the Development Plan Map, Exhibit
4 “B”. The following land uses shall be allowed as permitted principal uses and structures
5 along with their customary accessory uses and structures:

6 Permitted Uses within Residential Areas:

7 1. Single-Family Residences:

8 Single-family dwellings, except mobile homes.

9 Family day care home.

10 Mini and neighborhood parks.

11 Community uses including but not limited to clubhouse, cabana, dog
12 park, community garden, and bicycle facilities.

13 2. Townhome Residences:

14 Two-family dwellings and duplexes.

15 Multiple-family dwellings and duplexes.

16 Family day care home.

17 Mini and neighborhood parks.

18 Community uses including but not limited to clubhouse, cabana, dog
19 park, community garden, and bicycle facilities.

20
21 H. Development Standards. All development for the property shall rely upon the
22 standards set forth below for each phase of development as identified on the Planned
23 Development Plan. The maximum number of units permitted for all Phases shall not exceed
24 2.95 units per acre.

1. Single-Family Residences:

a. Maximum unit count of Single-Family Residences: 425

	50' Lots	60' Lots
1. Minimum lot area:	5,750 sq. ft.	6,900 sq. ft.
2. Minimum lot width:	50 ft.	60 ft.
3. Minimum lot length:	115 ft.	115 ft.
4. Minimum building setbacks:		
a. Front yard to garage face/door:	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.
d. Rear yard screen enclosure	5 ft.	5 ft.
e. Side yard screen enclosure	5 ft.	5 ft.
f. Side yard:	5 ft.	5 ft.
g. Side street:	15 ft.	15 ft.
h. Waterfront rear yard:	NA	NA
i. Side setback for pools and accessory structures	5 ft.	5 ft.
j. Rear setback for pools and accessory structures	5 ft.	5 ft.
5. Minimum floor area:	1300 sq ft	1300 sq ft
6. Maximum lot coverage:	65%	65%
7. Maximum building height:	35 ft.	35 ft.
Maximum number of lots:	328	95

2. Townhomes:

- a) Minimum Lot Area of 2,400 sq. ft.
- b) Minimum Lot Width of 24 feet
- c) Minimum Lot Depth of 100 feet
- d) Minimum Individual Unit Size of 750 sq. ft.
- e) Maximum Building Height of 35 ft.
- f) Maximum Unit Count Per Building: 6 units
- g) Minimum Spacing Between Townhome Buildings: 20 feet
- h) Minimum Setbacks:

i.	Internal Side	0 ft.
ii.	End Unit Building Side	10 ft.
iii.	Front	25 ft.
iv.	Rear	20 ft.
v.	Street Side	15 ft.
vi.	Accessory Structure	5 ft.

i) Specialty Setbacks

i.	Air Conditioning/Heating Units (Rear of Unit):	5 ft.
ii.	Patio (Rear of Unit):	5 ft.
iii.	Generators/Other Mech. Equip. (Rear of Unit):	5 ft.
iv.	Eaves:	5 ft.

j) Maximum Impervious Surface Area: 75%

k) Maximum Townhouse Unit Count: 118 units

3. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

1 4. Parking Standards

2 a. Single-family Residences:

3 1. Off-Street Parking: Each parcel shall be designed to
4 accommodate no less than two (2) parking spaces via use of on-parcel
5 driveway and two (2) spaces in an internal garage. All driveway parking
6 spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per
7 each vehicle).

8 2. On-Street Parking: In order to accommodate visitors and any
9 demand for parking beyond 4 spaces per residential lot, on-street parking, as
10 illustrated on Exhibit "B", shall be provided in various locations within the
11 Property. No less than 301 on-street parking spaces shall be provided. On
12 street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (2
13 feet of curb plus 6.5 feet of asphalt). Perpendicular parking spaces are sized
14 at 9 feet by 20 feet. Cross sections of the roadway illustrating typical design
15 for parking on one or both sides of the street are included in Exhibit "B".

16 b. Townhomes

17 1. Each parcel shall be designed to accommodate no less than
18 two (2) parking spaces via use of on-parcel driveway and two (2) spaces in
19 an internal garage. Designated parking areas within the Property shall be
20 provided for guest and overflow parking as shown on the Planned
21 Development Plan.

22 5. Signage: Signage for the subdivision shall be provided per the Land
23 Development Regulations. Monument signs identifying the subdivision shall
24 be placed at the entrances along E. Beresford Ave., Dr. Martin Luther King
25 Jr. Beltway and S. Blue Lake Ave. The primary access point shall be the Dr.

1 Martin Luther King Jr. Beltway entrance.

2 6. Open Space. Open Space and/or Common Area shall meet the requirements
3 of the Land Development Regulations Ordinance No. 2013-11, as amended.

4 7. Design. The City shall encourage a mixture of design facades within the
5 single-family home phases of the development, and the Developer shall avoid a repeating
6 sequence of designs and shall not utilize the same design on lots within 3 single-family lots
7 of each other on the same side of the street. The property owners' association shall ensure
8 that an individual lot owner seeking building permits shall demonstrate compliance with this
9 Section as part of the construction permit submittal for a lot.

10 8. Model Homes and Temporary Sales Offices. The Developer may designate
11 and construct up to 8 lots as Model Homes and 2 lots as Temporary Sales Offices for each
12 phase of development identified on the Planning Development Plan. Construction of a
13 Model Home and/or Temporary Sales Office for a particular phase may commence in
14 conjunction with the construction of infrastructure improvements for said phase, however, a
15 final certificate of occupancy for said Model Home and/or Temporary Sales Office shall not
16 be issued until final plat approval for said phase and acceptance of the roadway with its
17 infrastructure by the City of DeLand.

18 9. Compliance. In the event that future development cannot comply with the
19 standards set forth herein, then said entitlements shall be process through an amendment
20 to this Development Agreement.

21
22 I. Environmental Considerations. The development shall comply with the
23 requirements for preservation of environmental resources as set forth in the Land
24 Development Regulations Ordinance No. 2013-11, as amended. This includes compliance
25 with the Land Development Regulations regarding analysis, preservation, and mitigation for

1 historic trees. Tree Protection Areas preserving a minimum of 15% of the net developable
2 area, which excludes required right-of-way dedication areas and on-site easements, shall
3 be required and maintained as shown on Exhibit "B". Tree Protection Areas are proposed
4 as shown on Exhibit "B" and may be modified based upon an updated tree survey so long
5 as the minimum 15% of net developable areas is preserved and the ultimate configuration
6 is finalized at final site plan. Nothing shall prevent the grading of Tree Protection Areas
7 prior to creation of said areas, but any portion of the property with grading shall require
8 replanting as provided for in the Land Development Regulations.

9 The development has been laid out in a manner to best accommodate the existing
10 topography, drainage, and known environmental conditions identified on the property.
11 However, the actual location and layout of the developed areas within the development
12 shall be determined during subdivision review and may be modified based on
13 environmental conditions. In addition, all landscaping, including buffers, shall predominantly
14 utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food
15 and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology,
16 native, or low-water plant material.

17 Due to the presence of pre-existing utility easements running through the property,
18 portions of the proposed Tree Protection Areas are segmented or otherwise divided by said
19 easements so that typical widths cannot be accommodated. To accommodate and work
20 around the easement areas while preserving Tree Protection Areas, the development may
21 reduce a particular Tree Protection Area's minimum width to 20 feet when the total areas of
22 said TPA is at least 4600 square feet and adequate space is available for replacement
23 trees to be planted within said TPA without conflict with the easement area. Moreover,
24 portions of Tree Protection Areas may be less than 30 feet in width when contiguous to
25 larger Tree Protection Areas that are 30 feet in width or greater. These text provisions are

1 meant to accommodate the Tree Protection Areas shown on Exhibit "B" and running
2 east/west and north/south throughout the project without conflicting with said utility
3 easements. Additional provisions regarding tree mitigation are as follows:

4 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to
5 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the
6 TPAs is utilized, the City will require an additional conservation easement to prevent the
7 future removal of said trees as the default provisions of the Land Development Code only
8 protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall
9 be based on an actual tree survey rather than a statistical analysis.

10 2. Due to the City's recognition that Laurel Oaks 20" DBH and larger are nearing
11 the end of their lifespan, any Laurel Oak 20" DBH and larger removed from the Property
12 during development will require reduced replacement of one 3" caliper canopy tree for each
13 Laurel Oak removed.

14 3. Street trees may be planted within the rights of way within the Property and
15 said trees may be included in mitigation calculations. However, if any such trees are
16 planted, the HOA shall be responsible for the maintenance of said trees. Moreover, the
17 HOA shall also be responsible to repair any and all impacts upon the right of way
18 infrastructure created by the presence of said trees, including any road or sidewalk facility.

19 4. A tree survey is required as part of the review process for the project, to be
20 completed prior to site-plan approval. The survey shall be conducted based on the
21 following standards:

22 a. The Applicant shall survey all trees to be located in Tree Preservation
23 Areas or otherwise used as mitigation. Once the boundaries of the Tree Preservation
24 Areas are established, an arborist and surveyor may utilize Geopointe mapping of similar
25 software to locate and identify said trees within the Tree Preservation Areas.

1 b. The Applicant shall survey all specimen and historic trees.

2 c. For non-specimen or non-historic trees, the Applicant will engage an
3 arborist to identify statistically significant sample area(s). Sample areas are to be identified
4 based upon cover types of species. The sample area for each cover type must have an
5 area that is at least 10 percent of its total area and may not be less than one acre in size.
6 The Applicant's arborist shall provide the City Forester with the proposed sample areas for
7 review, comment and approval. The proportionate area of each statistically significant
8 sample area will be calculated as a percentage of the overall property area.

9 d. Upon approval of the statistically significant sample areas by the City
10 Forester, the Applicant will cause all trees in excess of 6 inches DBH to be identified and
11 surveyed in the selected sample area.

12 e. The tree density determined by the survey of the sample area(s) will be
13 used to determine tree replacement or mitigation requirements. The tree mitigation
14 requirements will be weighted based on the proportionate area represented by each
15 sample area.

16 5. Tree replacement and tree mitigation may be provided on a phase by phase
17 basis so long as there is no clearing in any phase for which tree replacement and mitigation
18 is not being contemporaneously provided. All tree mitigation required for any particular
19 phase shall be determined and approved by the City Forester based upon landscape plans
20 submitted by the Applicant and approved by the City Forester. With the exception of
21 required street trees, all tree mitigation required for any particular phase, based upon the
22 approved landscape plan, shall be installed prior to the issuance of certificate of occupancy
23 for a home in that phase. Street tree installation, based upon the approved landscape plan,
24 shall be required on a lot-by-lot basis and must be planted prior to the issuance of a
25 certificate of occupancy for that particular lot.

1 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
2 sewage disposal, potable and reclaimed water needs of the PD will be provided in
3 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land
4 Development Regulations Ordinance No. 2013-11, as amended, and State of Florida
5 Administrative Code 64E-6.

6
7 K. Stormwater Drainage. Provision for stormwater retention shall be in
8 accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.
9 All stormwater retention systems will be designed to meet all required governmental
10 regulations.

11
12 L. Access and Transportation System Improvements. All access and
13 transportation system improvements shall be provided in accordance with the Land
14 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
15 developed in substantial accordance with the following access and transportation system
16 improvements:

17 1. Access. Access to the site will be from Dr. Martin Luther King Jr.
18 Beltway. Additional connections from E. Beresford Avenue and S. Blue Lake Avenue are
19 also provided. The Planned Development Plan indicates the anticipated connection
20 locations; however, the final locations may vary due to final engineering design and
21 permitting considerations.

22 2. Transportation System Improvements. Transportation system
23 improvements will be provided as required by permitting agencies and as needed
24 according to the Traffic Impact Analysis (TIA) for the project.

1 M. Internal Roadways.

2 1. All rights-of-way will be a minimum of fifty (50) feet wide and any
3 rights-of-way with on-street parking will be a minimum of fifty-two (52) feet
4 wide.

5 2. All internal roads will be dedicated to the city.

6 3. The maintenance of on-street parking spaces and decorative features
7 located within the dedicated ROW (i.e. bridge adjacent to central amenity
8 center) shall not be the responsibility of the City of DeLand.

9 N. Home Owners Association. The Applicant shall create a homeowners'
10 association. The charter and by-laws of said association and any other agreements,
11 covenants, easements or restrictions shall be furnished to the City of DeLand at the time of
12 creation. The Applicant shall be responsible for recording said information in the Public
13 Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for
14 recording all of the aforementioned documents.

15 As stated above, the City shall encourage a mixture of design facades within the
16 development, and the Applicant shall avoid a repeating sequence of designs and shall not
17 utilize the same design on lots within 3 single-family lots of each other on the same side of
18 the street. The homeowners' association shall ensure that an individual lot owner seeking
19 building permits shall demonstrate compliance with this Section as part of the construction
20 permit submittal for the lot.

21 With respect to the enforcement of said agreements, covenants, easements or
22 restrictions entered into between the Applicant and the owners or occupiers of property
23 within the Trinity Gardens PD, the City of DeLand shall only enforce the provisions of the
24 "Development Agreement" and City of DeLand Land Development Regulations Ordinance
25 No. 2013-11, as amended, whichever is applicable, and not the private agreements entered

1 into between the aforementioned parties.

2
3 O. Enhanced Development Conditions: Notwithstanding anything contained
4 herein to the contrary, the following enhanced development conditions shall be applicable
5 to the project.

6 1. Amenity Features.

7 a. Trail Network: A trail network shall be constructed throughout the
8 Property consisting of 8 ft mulch trails, 4 ft mulch trails and 8 ft asphalt
9 trails as depicted on Exhibit "B". Trail segments shall be constructed
10 concurrent with the construction of the infrastructure provided for the
11 particular phase in which the trail segment is located. Trailhead
12 signage and distance markers shall be provided at various locations
13 along the trail. The trail network shall be maintained by the
14 homeowner's association.

15 b. Multimodal Trail Segment: A 12 ft wide asphalt multimodal trail,
16 approximately 4,500 feet in length running from Dr. Martin Luther King
17 Jr. Blvd to S. Blue Lake Avenue, shall be constructed along the
18 Property's southern boundary, adjacent to the Beresford Avenue
19 ROW and shall be dedicated to Volusia County and open to the
20 general public. Construction of the Multimodal Trail Segment shall be
21 coordinated to occur during construction of the Beresford Avenue
22 extension.

23 c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" and shall
24 be constructed concurrent with the development of the Phase within
25 which it is located. Amenity Tracts shall be owned and maintained by

the homeowner's association and shall be reserved for the use of the residents of the community.

i. Phase 1 Amenity Tract. A passive, open space park shall be provided in the southeast corner of Phase 1.

ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary amenity center, which shall include a pool facility (with zero degree entry, a lap segment and child splash area), fire pit, gazebo and bathroom facilities.

iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three amenity tracts. Outdoor exercise stations shall be provided in the northwest portion of the Property. A dog park, with segregated fencing for small and large dogs, shall be provided near the southern boundary of Phase 3. A playground facility shall be provided near the Property entrance at Blue Lake.

d. Community Park. Phase 4 shall provide a community park at the southwestern corner of the property. The majority of the park will be kept in a natural state, with limited underbrush clearing of trees under 6 inches in diameter and the inclusion of the 4 ft mulch trail. A central pavilion shall be constructed in the center of the park and bicycle service station shall be provided near the parking area at the eastern edge of the park. The community park will be owned and maintained by the homeowner's association, but the intent is for the park to be able to service outside pedestrians and cyclists using the multimodal trail segment.

e. LID – Low Impact Development. The following Low Impact

Development elements shall be provided:

- i. Swales. Swales shall be provided in several locations to provide stormwater retention prior to entering stormwater ponds. The swales will also act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion.
- ii. Retention Basins. Retention basins will be added to provide stormwater treatment prior to entering select natural wetlands.
- iii. Natural Wetlands. Select wetlands that are fully within the project boundary will be preserved and utilized for stormwater attenuation. Stormwater entering these wetlands will be treated in retention basins prior to entering wetlands. Preserving the natural vegetation of the wetlands will also help to further filter the water.
- iv. Vegetated Natural Buffers (VNBs). Where feasible, home lots backing up to stormwater systems or wetlands will incorporate VNBs. VNBs will have vegetation suitable for sediment removal along with nutrient uptake. VNBs will act as a pre-filter prior to entering stormwater ponds, wetlands, or other retention systems.
- v. Pervious Pavement/Pavers. Pervious pavers will be added to select parking areas near the community pool amenity. The pervious paver section will provide stormwater retention prior to entering the stormwater pond.
- vi. Maintenance Requirements. Unless specifically dedicated to

1 the City of DeLand, the maintenance of Low Impact Design

2 Elements shall not be the responsibility of the City of DeLand.

3 f. Trinity Gardens Community Tree Enhancement. Each single family

4 lot shall have three (3) new trees that are each at least 2 inches DBH

5 planted on the lot prior to the issuance of a certificate of occupancy.

6 Since the City is without authority under state law to preclude the

7 removal of said trees from the individual lots, these trees shall not

8 count toward minimum tree coverage, tree preservation requirements

9 nor tree mitigation offsets. Similarly, as the trees cannot count toward

10 these preservation off-sets, the species of tree and planting location is

11 left to the discretion of the homebuilder. The intent of this Community

12 Tree Enhancement requirement is to encourage individual

13 homeowners to contribute to shade and beautification efforts on a lot-

14 by-by basis, above and beyond what is required under the City's

15 subdivision requirements.

16 g. Perimeter Landscape Buffer Minimum. A landscape buffer, no less

17 than 30 feet wide, shall be provided around the perimeter of the

18 Property. Specific dimensional callouts are provided within the

19 Conceptual Plan. Specific accommodations can be made to provide

20 for supplemental screening utilizing a 6 ft vinyl fence along the SE

21 corner of the property due to the presence of the utility easement

22 between the Beresford Avenue right of way and the rear of the

23 residential lots.

1 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
2 biomass cleared from the Property during development may not be incinerated on-site.

3
4 Q. INTENTIONALLY DELETED

5
6 R. Reverter Provision: The terms of this Development Agreement shall be vested
7 upon issuance of a final development order for the first phase of the development, which
8 shall occur within five (5) years from the effective date of this ordinance. If not vested, the
9 City Commission may rezone the property as may be necessary or appropriate to protect
10 adjoining properties or the public health, safety, and welfare, unless the City Commission,
11 for good cause shown, shall extend the time period indicated in this paragraph.

12
13 S. Binding Effect of Plans; Recording; and Effective Date. The Planned
14 Development Plan, including any and all amendments shall bind and inure to the benefit of
15 the Applicant and his successor in title or interest. The Trinity Gardens PD zoning,
16 provisions of the "Development Agreement," and all approved plans shall run with the land
17 and shall be administered in a manner consistent with Article 12 of the City of DeLand Land
18 Development Regulations Ordinance No. 2013-11, as amended.

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

1 recording documents.

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REMAINDER OF PAGE INTENTIONALLY BLANK

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DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
day of _____, 20____.

ATTEST:

City Commission of DeLand Florida

Michael P. Pleus
City Manager

Robert F. Apgar
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization this ____ day of _____, 20____, by
Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of
DeLand, respectively, on behalf of the City of DeLand, and who are personally
known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

APPLICANT

2 **HANOVER LAND COMPANY, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____
8 ANDREW J. OROSZ, Vice President

9
10 _____
11 Printed Name

12
13 _____
14
15
16
17 Printed Name

18
19
20 STATE OF _____
21 COUNTY OF _____
22

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by ANDREW J.
25 OROSZ, as Vice President of HANOVER LAND COMPANY, LLC, who is personally known
26 to me or who has produced _____ as identification.

27
28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____
33
34
35
36

1 WITNESSES:

OWNER:

Stewart Family Properties, LLC

2
3
4
5
6 _____

By: _____

7
8
9
10 _____
Printed Name

Name: _____

11
12 _____
13
14
15 _____
16 Printed Name

By: _____

Name: _____

17
18
19 STATE OF FLORIDA
20 COUNTY OF _____
21

22 The foregoing instrument was acknowledged before me by means of ☐ physical presence
23 or ☐ online notarization this ____ day of _____, 20____, by _____
24 & _____, of Stewart Family Properties, LLC, who are _____
25 personally known to me or _____ who has produced _____ as identification.
26

27 NOTARY PUBLIC, STATE OF FLORIDA

28 Type or Print Name:

29 _____
30 Commission No.: _____

31 My Commission Expires: _____
32

1 WITNESSES:

OWNER:

CENTRAL FLORIDA INVESTMENT CO, LLC,
a Florida limited liability company

2
3
4
5
6
7 _____

By: _____

8
9
10 _____
11 Printed Name

Print Name: _____

12
13 _____
14
15
16 _____
17 Printed Name

18
19
20 STATE OF FLORIDA

21 COUNTY OF _____
22

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by _____,
25 _____ of CENTRAL FLORIDA INVESTMENT CO, LLC, who is _____
26 personally known to me or _____ who has produced _____ as identification.
27

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____
33

1 WITNESSES:

OWNER:

CMM INVESTMENTS, LLC,
a Florida limited liability company

7 By: _____

9 Print Name: _____

10
11 Printed Name

16
17 Printed Name

20 STATE OF FLORIDA

21 COUNTY OF _____

23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by _____,
25 _____ of CMM INVESTMENTS, LLC, who is _____ personally known to me or
26 _____ who has produced _____ as identification.

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

31 Commission No.: _____

32 My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, also the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less and except the Northeast $\frac{1}{4}$ thereof, also the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 2:

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 3:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

PARCEL 4:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

PARCEL 5:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.922 acres, more or less.

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EXHIBIT "B"
PLANNED DEVELOPMENT PLAN



KELLY, COLLINS & GENTRY, INC.
1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 886-7865 FAX (407) 886-1488

PREPARED FOR:
HANOVER LAND COMPANY

TRINITY GARDENS

CONCEPT PLAN

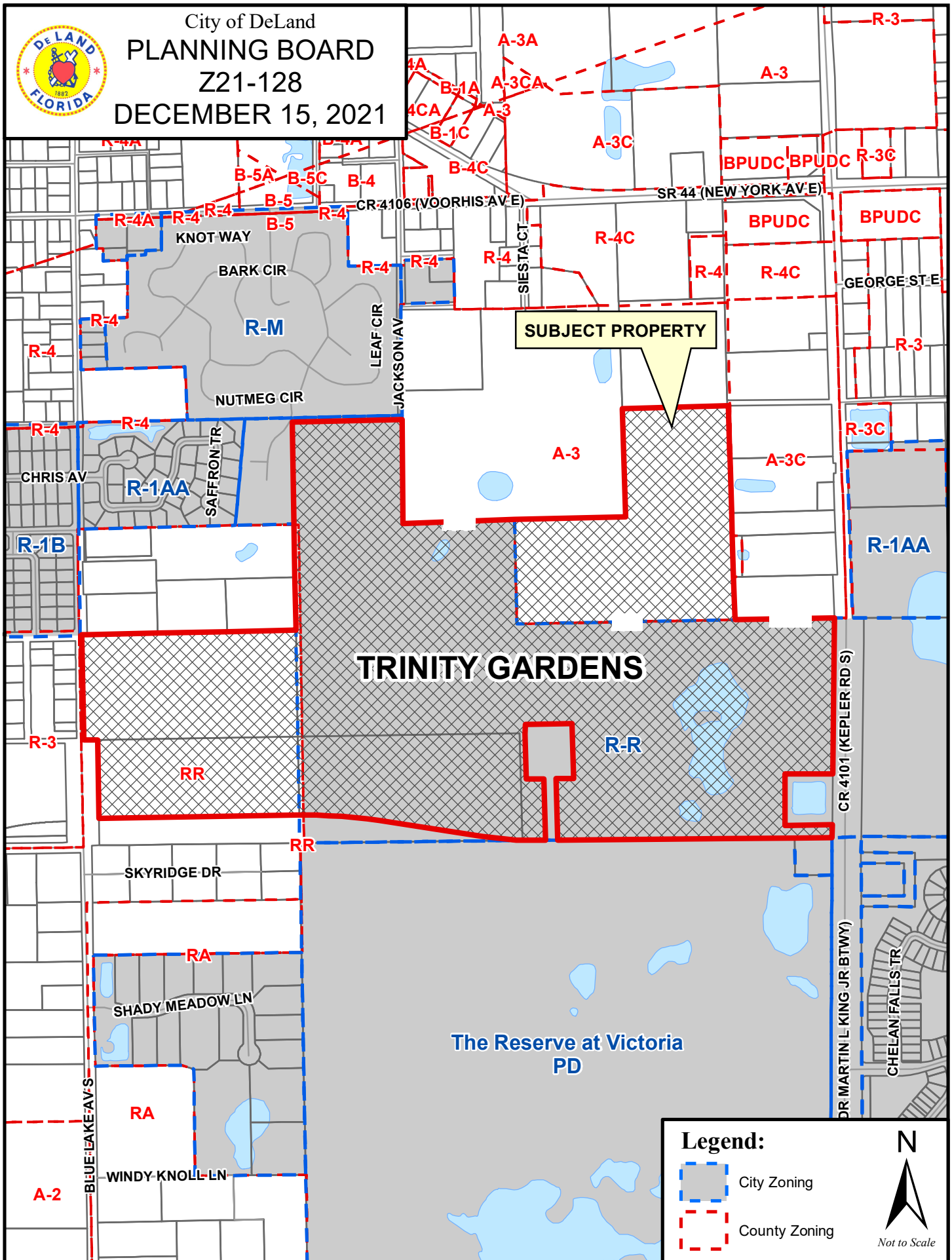
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DESIGN: SCF
CHECKED: SCF
JOB NO.: 1503.000
DATE: 12/30/2021

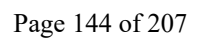
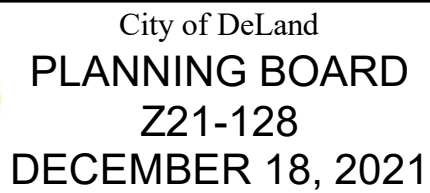
SHEET 1 OF 3

REVISION
DATE



City of DeLand
PLANNING BOARD
Z21-128
DECEMBER 15, 2021





**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

July 21, 2021

A. APPLICATION NO.: Z21-128 Trinity Gardens

APPLICANT: Michael Woods, Esq., Cobb Cole

REQUEST: The applicant is requesting to amend the zoning
From: City RR (Rural Residential)
Co: R-R (Rural Residential)
Co: A-3 (Transitional Agriculture)
To: Trinity Gardens PD

APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments and rezoning

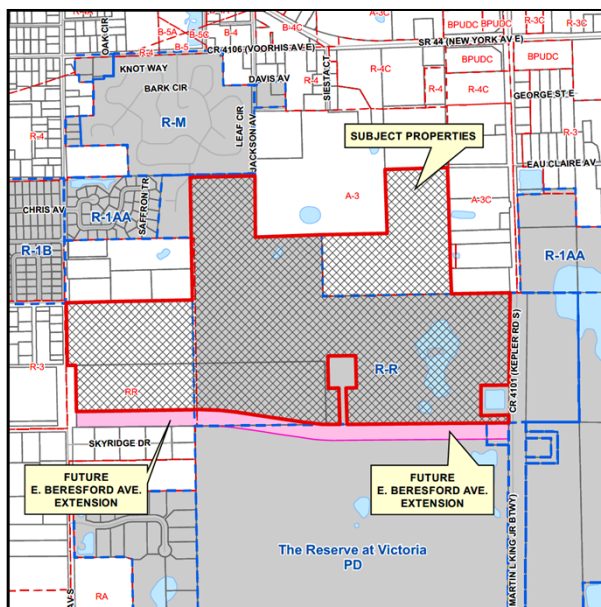
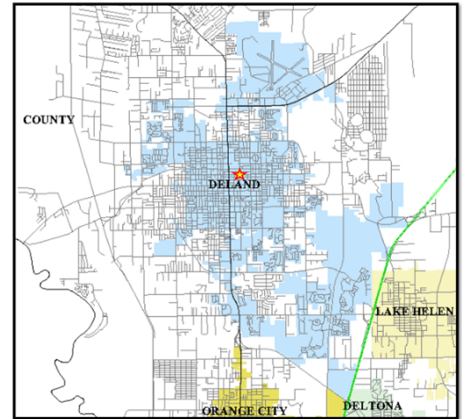
Location: 791 S. Blue Lake Ave.

Parcel Size: 183.92 ± acres (Density = 2.95 upa)

Existing Use: Vacant, undeveloped

B. ANALYSIS:

The site currently consists of 5 individual parcels that when taken together, will be used for the development of this project. The applicant will be requesting the properties be combined into one lot and wishes to have the property rezoned to a single designation of Trinity Gardens PD (Planned Development). The property is to be developed in a total of 4 phases and contain a total of 543 units which are comprised on 425 single-family and 118 townhouse units. The single-family homes will be divided into 330 – 50-foot and 95 – 60-foot lots.



Section 33-135 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 Land use designations for this property are City of DeLand: Low Density Residential and County: Urban Low Intensity. They are similar in scope and both are areas established for low density residential dwelling units with a range of two-tenths (0.2) to four (4) dwelling units per acre.

The existing zoning designations are described as follows:

City of DeLand: RR Rural Residential

33-17.01. R-R—Rural Residential.

- (a) Statement of intent. The purpose and intent of this R-R Rural Residential District is to provide a gradual transition between agricultural and urban and single-family development plans.

Volusia County: A-3 Transitional Agriculture

This classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan. Single family standard or manufactured modular dwelling are permitted. Minimum 1 acre per lot; minimum 1,000 sq. ft. livable floor area.

Volusia County: RR Rural Residential

This classification is to provide for development in a manner which is consistent with the comprehensive plan in rural areas of the county. Single family standard or manufactured modular dwelling are permitted. Minimum 1 acre per lot; minimum 1,000 sq. ft. livable floor area.

The proposed zoning designation is generally described as follows:

Trinity Gardens PD – Planned Development

33-17.22. PD—Planned Development District.

- (a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: section 33-32, Planned Development District and section 33-133, Review of Planned Development Plans.

A development agreement has been written to spell out the unique zoning requirements by which the development will be constructed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

	R-R	A-3	PD	
			SF 50'/60'	TH
Min. lot area	40,000	1 acre	5750/6900	2400
Min width	100'		60'	24'
Setbacks:				
Front			25'	25'
Rear	40'		20'	20'
Side	15'		5'	15' b/w
Side - st.	40'		15'	15'
Min. Floor area	1200 s.f.	1000 s.f.	1300 s.f.	750 s.f.
Max lot coverage	30%		65%	75%
Max. bldg height	35'		35'	35'

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

Rezoning of the property will only amend the permitted uses of the property and not impact the environment or natural resources. The existing and proposed zoning categories are essentially identical. The property is currently vegetated, however, there are no significant environmental features to speak of. The site contains some wetlands and the plan appears to have removed lots and roads out of the them. _____

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

The property is currently vacant contributing marginally to the tax base. The rezoning action will permit residential uses that will have an impact upon the economy.

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

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action.

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 has been in a vacant undeveloped state and has not previously been developed. Surrounding property has transitional agricultural zoning indicating that at some point the area may have been in use for rural type activities such as farming. Over time the area has experienced development for residential purposes.

6. Was there a mistake in the original classification?

It does not appear that the classification was the result of a mistake because it is consistent with other zoning designations in the surrounding area.

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

The proposed rezoning will permit the same uses that the existing zoning does. The planned development allows a measure of deviation from the existing zoning and the comparison of uses is as follows:

County RR & A-3 zoning permits single-family standard or manufactured modular dwellings

City R-R zoning permits Single family dwellings except mobile homes, bed and breakfast homestay, accessory only, family day care home, mini/neighborhood parks

The property is unused, except for the powerline that exists. Because the property is undeveloped, it likely does not contribute to the overall value of other residential properties in the area. Development of the property would probably cause a change in the taxable value of the surrounding properties.

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

City utilities are available for this property and new development is required to utilize the available water and water systems that are in place helping to maintain public health and the area is served by police and fire. The rezone request will not adversely impact health, safety or welfare. The property is located within the developed urban core and the property has been planned for residential land uses. The proposed rezoning designation establishes single-family and townhome uses as the permitted principal uses. This is consistent with the area and not anticipated to adversely impact the area in that regard.

C. CONCLUSION:

This rezoning request aligns with the pattern of development in the surrounding area. Although some properties maintain agricultural designations, such activities are little to none and the residential designations are such that they encourage larger lots while also permitting denser development.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request subject to addressing staff comments.

Summary of development:

- Property will be developed in 4 phases
- 543 total units = SF – 425 units, TH- 118 units
 - 330 – 50’
 - 95 – 60’
 - 118 – TH (phase 2)
- Uses – Single-family and Townhomes
- Parking –
 - SF - 4 (2 in+2 out) min
 - On-street – 301 spaces in various locations
 - TH - 4 (2 in+2 out) min
- Monument signs – E. Beresford, MLK, Blue Lake
- Mix of design facades, up to 8 model home/temporary sales lots per phase
- 15% TPA, pre-existing utility easement to accommodate TPA as noted in PD
- Live oak trees between 2-5 inches will be protected in the TPA and protected by a conservation easement. A tree survey shall be conducted rather than an analysis. Laurel oaks 20”+ have a replacement of 3” for each one removed. A statistical sample will be taken for all other trees.
- ROWs shall be 50 feet wide except where on-street parking = 52 feet wide
- A trail network of 8ft mulch and 4 ft mulch trails and 8 ft asphalt trails constructed concurrent with construction.
- A 4500 ft long, 12 ft wide multi-modal trail for use by the general public will be built from MLK to Blue Land to occur with construction of the Beresford Rd. extension. *(It needs to be verified who will construct the trail and which side of the street it is on)*
- Amenity tracts (parks) shall be reserved for use by the residents
- The project shall use several types of LID to maintain the environmental systems
- Tree enhancement is encouraged for individual lots.

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Resolution Approving Preliminary Plat, Plum Tree.

DEPARTMENT: Planning

PREPARED BY: Caroline Turgeon, Senior Planner

ATTACHMENTS: Resolution, Planning Staff Report , Plum Tree Subdivision, Civil Plan

APPROVED BY: Michael Pleus, City Manager, January 13, 2022

SUMMARY/HIGHLIGHT:

The applicant, Kimberly Buck, P.E. for owner 613 Rich Partners, has submitted an application for the review and approval of a preliminary plat, Plum Tree subdivision. The subject property, containing 1.36 acres, is located at 613 W. Rich Ave., at the southwest corner of W. Rich Ave. and N. Orange Ave. The applicant seeks to develop the subject property into a 15-lot townhome subdivision. All lots in the proposed subdivision meet the minimum dimensions and lot area standards for townhomes in the existing R-12 zoning district. The northeastern corner of the property, which is zoned R-1B, will only be utilized for stormwater retention for the project. The dwellings are grouped into four, 2-story buildings, of 3-4 units each. The units will be owned individually, with an association maintaining the common areas of the community, including the internal drive. The individual units/lots will be 23' x 40' in size. A 20-ft. landscape buffer with 8-ft. screening wall has been provided between the project and the adjacent single-family lots to the east. Access will be via said internal drive running north-south between W. Rich and W. Indiana Aves.

The comments contained in the staff report still need to be addressed, along with any comments from the City Commission. After complying with the comments, the developer will be allowed to begin construction of the infrastructure.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

As the project is developed, properties will be added to the City's tax roll with subsequent demand for city services.

RECOMMENDATION:

Staff recommends approval of the preliminary plat, subject to addressing Staff and any Commission comments.

BACKGROUND/DISCUSSION:

The following remaining comments still need to be addressed:

Planning Dept. remaining comments:

1. Pg. C017 - Shown detail does not meet requirements of the Code. Sec. 33-91.03 requires that at least 60% of the bicycle spaces be "protected". A canopy was discussed as a possibility at TRC.

Engineering Dept. remaining comments:

1. The supplemental swale calculations state that there is only 340 sf of impervious area. Do the roofs of the buildings all drain to the front?
2. Pg. C007 - There appears to be an inlet behind Lot 11 that has no storm drain piping connected to it.

Fire Dept. remaining comments:

1. Pg. C007 - Private Hydrant- unable to run potable water off fire line. Engineer to check with City utilities about status and changes.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR PLUM TREE SUBDIVISION, LOCATED AT 613 WEST RICH AVENUE; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Kimberly Buck, P.E., on behalf of the owner, 613 Rich Partners, have submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for approval of a preliminary subdivision plat for Plum Tree subdivision, located at 613 W. Rich Avenue; and

WHEREAS, the applicant intends to develop the property into a 15-lot townhome subdivision on property containing 1.36 acres; and

WHEREAS, the Planning Board recommended approval of the Preliminary Plat with conditions.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for Plum Tree subdivision, located at 613 West Rich Avenue, on the following conditions:

Planning Dept. remaining comments:

1. On page C017 – Shown detail does not meet requirements of the Code. Sec. 33-91.03 requires that at least 60% of the bicycle space be “protected”. The applicant discussed the possibility of a canopy at the Technical Review Committee meeting.

Engineering Dept. remaining comments:

1. The supplemental swale calculations state that there is only 340 sf of impervious area. The applicant shall address whether the roofs of the buildings all drain to the front?
2. On page C007 – There appears to be an inlet behind Lot 11 that has no storm drain piping connected to it.

Fire Dept. remaining comments:

1. On Page C007 – Private Hydrant- unable to run potable water off fire line. The Engineer is to check with City utilities about status and changes.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

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

PASSED AND DULY ADOPTED this 18th day of January, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PLANNING STAFF REPORT
To
PLANNING BOARD**

August 18 2021

APPLICATION: PSB21-105

SUBJECT: Preliminary Plat for Plum Tree Townhomes

1. **Location:** 613 W. Indiana Ave.
2. **Applicant:** Kimberly Buck P.E., Alann Engineering Group (613 Rich Partners, owner)
3. **Size:** +/- 1.36 acres
4. **Existing Zoning & Land Use:**

Land Use: Medium Density Residential &
Low Density Residential

Zoning: R-12 (Multi-Family Dwelling) &
R-1A (Single-Family Dwelling)

5. Surrounding Conditions:

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	R-1B
South:	Medium Density Residential	R-12
East:	Low Density Residential	R-1A
West:	Medium Density Residential	R-12



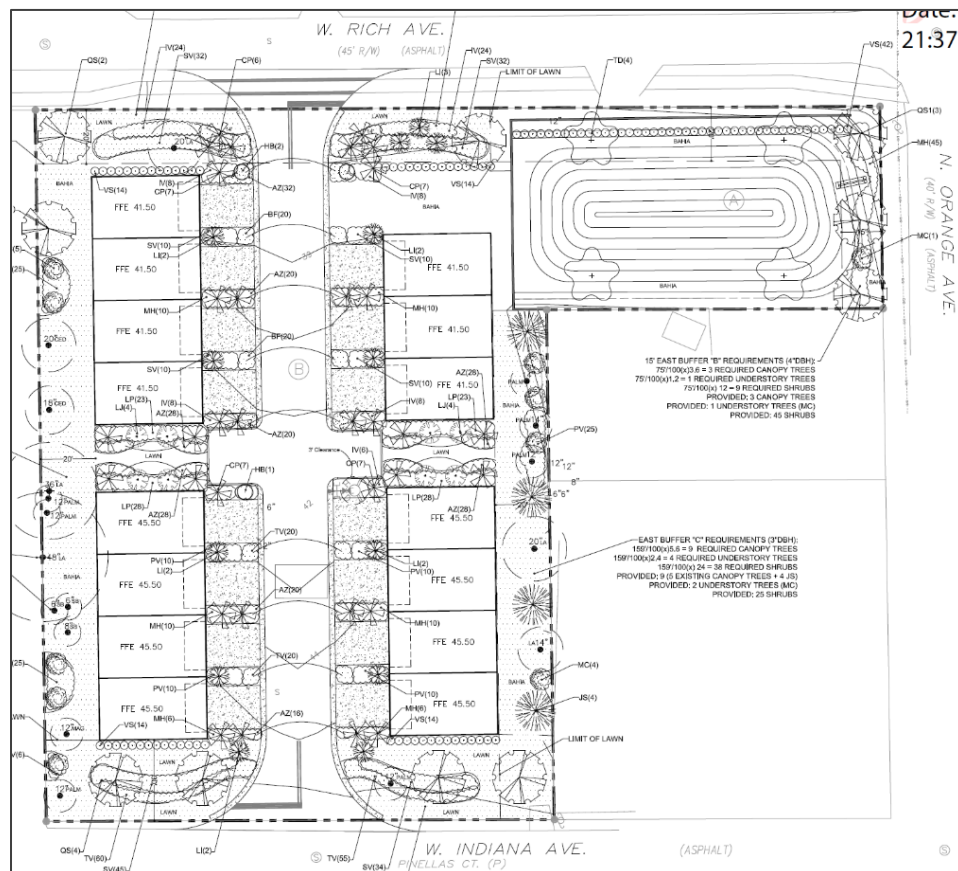
6. Applicable Regulations: Sec. 33-146.05.
Subdivision of Land.

7. Physical Characteristics:

This infill project is located within the Core Area of DeLand and is bordered to the north by W. Rich Ave.; to the south by W. Indiana Ave.; and to the east by N. Orange Ave. To the west, it is adjacent to another townhome project, Tallwood Oaks. The subject property is currently vacant; it was previously occupied by a single-family residence (demolished in 2016). It is not located within a FEMA floodplain and is well-drained, being situated on a combination of Taveres fine sand (0-5%) & Astatula fine sand (0-8%).

<i>Water:</i>	The proposed development will be served by City potable water facilities.
<i>Sewer:</i>	The proposed development will be served by City sanitary sewer facilities.
<i>Irrigation:</i>	The proposed development will be served by City reclaimed water facilities.

9. **Type of Development:** The applicant seeks to develop the subject property into a 15-unit townhome plat under the existing R-12 (Multi-Family Dwelling) zoning district. The northeastern corner of the property, which is zoned R-1B, will only be utilized for stormwater retention for the project. The dwellings are grouped into four, 2-story buildings, of 3-4 units each. (However, they are permitted to go up to 3-stories, if they so choose.) The units will be owned individually, with an association maintaining the common areas of the community, including the internal drive. The individual units/lots will be 23' x 40' in size. A 20-ft. landscape buffer with 8-ft. screening wall has been provided between the project and the adjacent single-family lots to the east. (Staff is anticipating an upcoming change to the LDR's that will specifically list townhomes as an allowable use under R-12 and set up setback standards for this type of dwelling, distinct from other types of mutli-family developments.)
10. **Analysis:** The proposed 15-unit townhome subdivision is located at the southwest corner of W. Rich Ave. and S. Orange Ave., within the Core Area of the city. It is an approximate 12-min. walk into the central business district, which therefore makes it an ideal, residential infill project. The townhomes are to be accessed via an internal, private drive that connects north to south, Rich to Indiana Ave. Due to the size of the development, a (TIA) Traffic Impact Analysis was not required for this project.



The minimum requirement of 15% Tree Protection Area has been met by the providing of 23.7% (0.32 ac.) of TPA.

The Technical Review Committee reviewed this application for subdivision at their July 15, 2021 meeting, and recommended the Preliminary Plat be forwarded on to the Planning Board subject to addressing of remaining Staff comments.

The following TRC comments remain:

The following were generated by the Planning Department:

C001:

1. **NEW:** At the bottom of cover page, the Statement of Intent states 16 lots; please revise to 15.

C002, C005, & C006:

2. **REVISED COMMENT:** Per 33-91.03(L)(3)(b) bicycle parking can substitute for automobile parking on a 1:1 basis. You are required to have 8 visitor spaces, but only 3 have been provided. You still need to add 1 more automobile parking space, for a total of 4. (Also, callout for parking does not display on pg. C002. Please add label.)
3. **REVISED COMMENT:** Due to location of proposed bicycle parking, please provide (show on plan) a wheel stop for the H/C parking space, to prevent possible damage to canopy & bikes.

C017:

4. **NEW:** Please add detail for bicycle parking. (meeting standards found in Sec. 33-91.03(L))

LA-1:

5. **REVISED COMMENT:** Far more than 25 shrubs have been provided along northern buffer. Please update your number.
6. **REVISED COMMENT:** 4 understory trees have been provided within the eastern buffer; however, callout references only 2. Please update your number.

The following were generated by the Engineering Department:

C005:

1. **NEW:** Please add a Handicap sign and label it on the plan.

C006:

2. **NEW:** Grading/Spot Grade Elevations:
 - a. Please check the grading for handicap space and the parking space on the east side by Lot 4 for positive drainage. 41.55 to 41.56 (41.36?) and also 41.36 to 41.30 in 20'. Provide a minimum of 1% slope.
 - b. Additional spot grade elevations need to be added to the western property line where bottom of the swale elevations is shown.
3. **NEW:** Swale & Curb Elevation:
 - a. Per Section A-A, there is a proposed swale located adjacent to the eastern property line. The depth of the swale varies from 0.20' to 1'. Is 0.20' depth of swale enough (East of Lot

- 12) to carry stormwater runoff to the pond? Per plan, runoff from this swale discharges toward new retaining walls. Can a yard drain and a pipe be added for direct discharge to the pond?
- b. 2. The top of curb elevation southeast of lot 4 is 42.86, which is 1.5ft high. Should the top of curb be 41.86, since all other curbs appear to be 0.50' high?

The following were generated by the Utilities Department:

C007:

1. **NEW:** City of DeLand doesn't except 2" PVC, replace PVC with 2" Blue Polyethylene and do away with 45degree fittings.

C015:

2. **NEW:** Markings:
- a. (#20) "V" shall be cut into curb painted blue
 - b. (#21) "V" Shall be cut into curb painted green for sewer and pantone purple for reclaim
 - c. (#22) "S" will be cut into curb painted green
 - d. (#23) "R" will be cut into curb painted pantone purple
 - e. (#24) "W" will be cut into curb painted blue

The following were generated by the Fire Department:

C007:

1. **REPEAT COMMENT:** Hydrant placement 2/12 steamer hook ups will be blocked by vehicle in lot 12 and handicap area. Need to look at relocating the hydrant.
2. **REPEAT COMMENT:** Show water supply is capable of supplying required Fire Flow for the project. **[Issue to remain open until calculations are provided and reviewed to meet requirements.]**
3. **NEW:** Due to location, City will (most likely) classify this as a Private Fire Hydrant.

The following were generated by the Forestry Department:

1. **REPEAT COMMENT:** You do not have a "tree credit" for this project. Trees not removed cannot be used as replacement trees. Your total replacement requirement is 193" DBH if your Tree Replacement Worksheet is correct. **[Please resubmit tree worksheets that do not reference a tree credit. I did not see them in the documents section.]**
2. **REPEAT COMMENT:** Please provide Irrigation Plan for the project.

LA-1:

3. **NEW:** I'm not sure where you are getting 149" provided. My math is as follows:
- JS 4 x 3" = 12"
MC 9 x 2" = 18"
LI 13 x 2" = 26"
LJ 8 x 2" = 16"
QS 7 x 3" = 21"
QS 3 x 4" = 12"
TD 7 x 3" = 21"
TOTAL" = 126"
Please let me know if I'm missing something.

4. **REPEAT COMMENT:** Your project requires 193" DBH or replacement, and your plan currently provides 137" DBH. You will need to add more trees or contribute into the Tree Replacement Reserve Account to mitigate for the remaining trees. At the current rate of \$75 per inch not planted, your contribution would be \$4,200 (56" DBH x \$75/inch) **[My calculations are not matching yours. Please provide additional plantings or contribute the remaining trees not planted into the Tree Replacement Reserve Account.]**

11. Recommendation:

Staff recommends approval of the plat by the Planning Board, subject to all comments being met, and that the plans be forwarded to City Commission for review, after all said comments have been addressed.

U:\P\SR\2021\SR-PSB21-105 PlumTree.docx

PLUM TREE TOWNHOMES

TOWNHOME SUBDIVISION

613 W. INDIANA AVE., DELAND, FL 32720

LEGAL DESCRIPTION

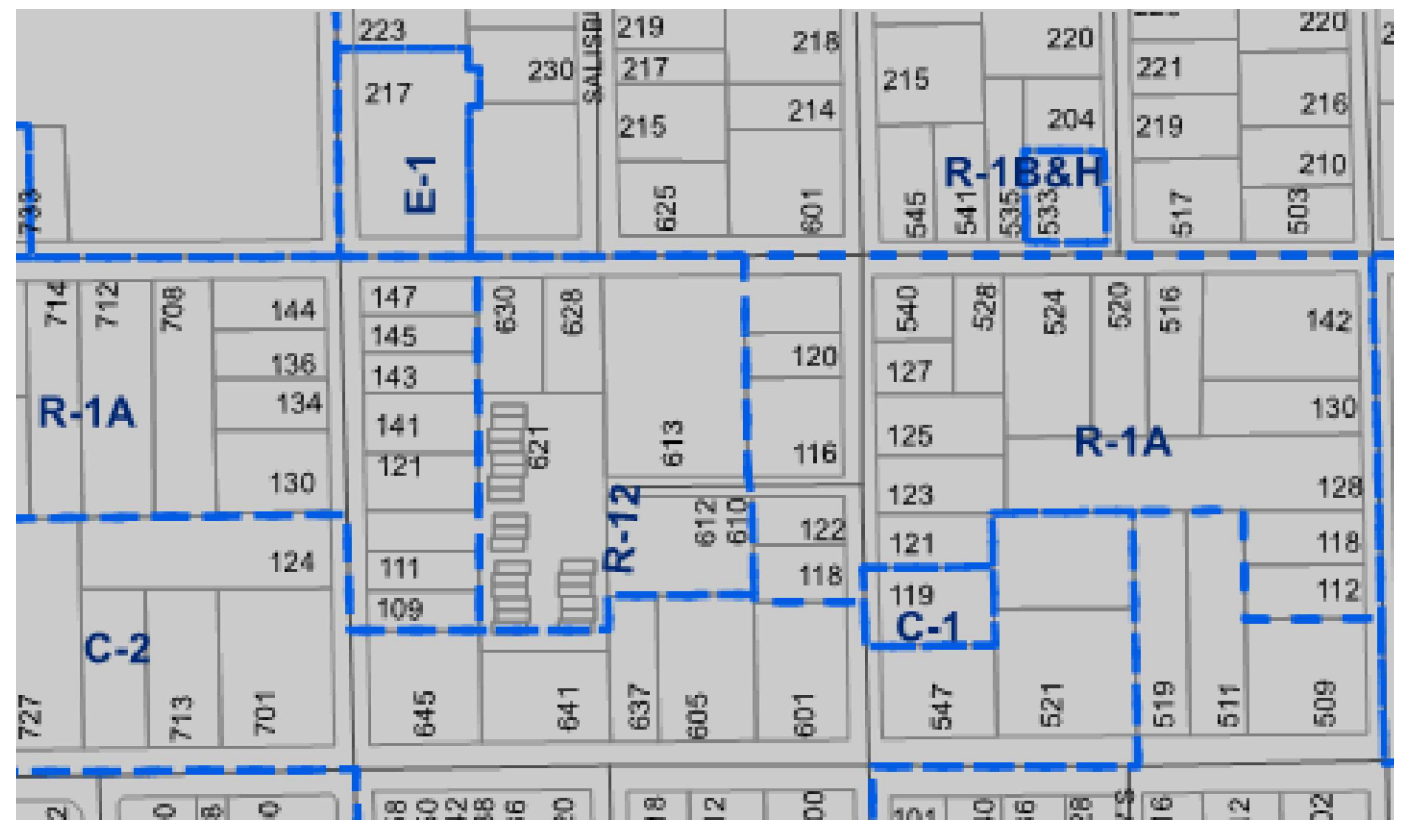
DESCRIPTION: (PER ORB 3803 PG. 492)

The North 75.00 feet of the North 133.60 feet of the East 125.00 feet of Lot "A", Block 11, Map of Rich's Addition to the town of DeLand, according to the map thereof, as recorded in Map Book 12, Page 91, Public Records of Volusia County, Florida.

DESCRIPTION: (PER ORB 4254 PG. 3501)

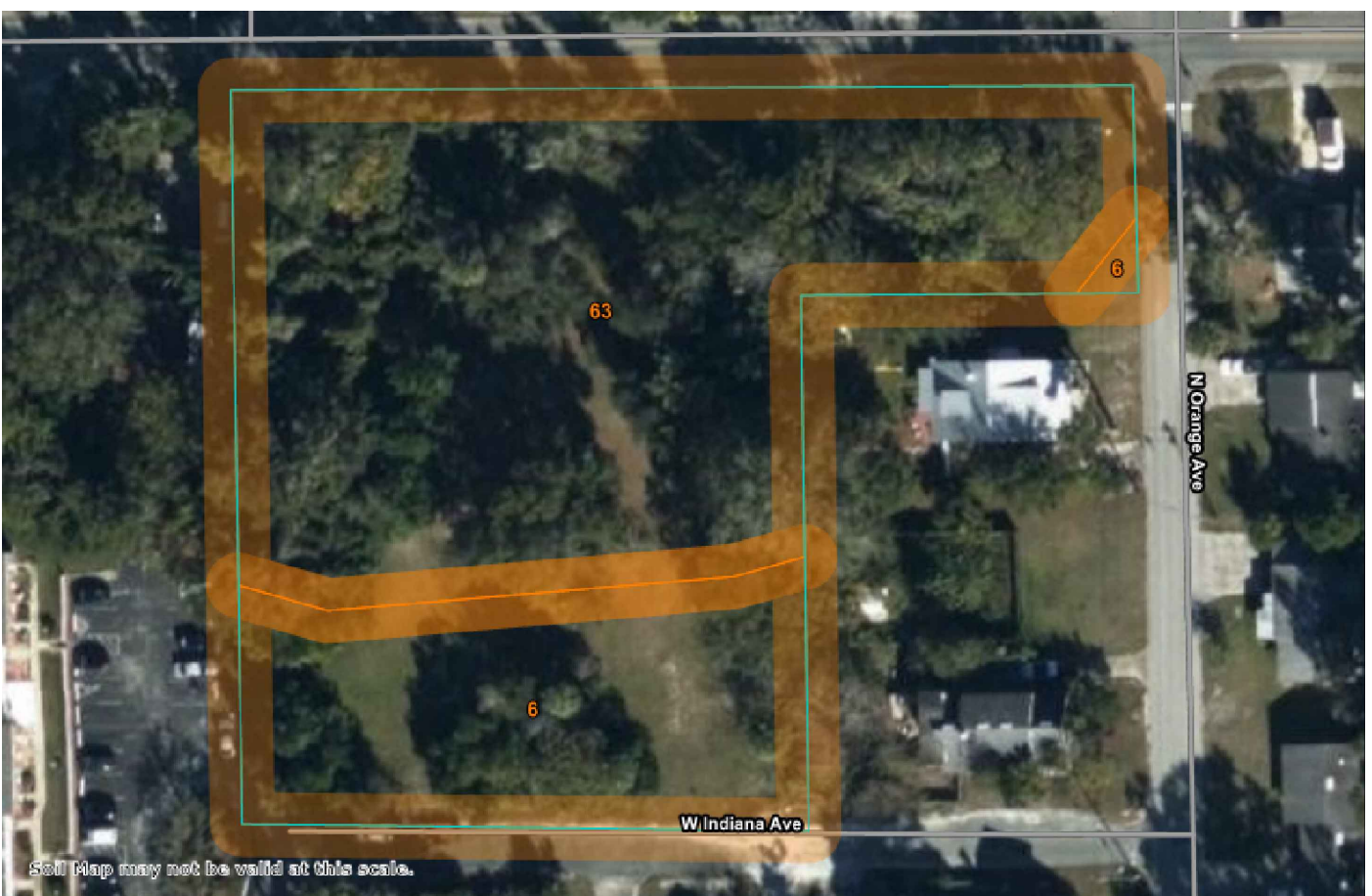
The North 259.6 feet of the West 22.7 feet of Lot "A", and the North 259.6 feet of Lot "B", Block 11, Rich's Addition to DeLand, a subdivision according to map in Deed Book L, Page 688, Public Records of Volusia County, Florida.

LOCATION/ZONING MAP



TAX PARCEL ID NUMBER: 7008-4311-0020

SOILS MAP



ASTATULA-URBAN LAND COMPLEX MAP SYMBOL 6, HYDROLOGIC GROUP A
TAVARES FINE SAND MAP SYMBOL 63, HYDROLOGIC GROUP A

FEMA FLOOD MAP



FLOOD ZONE "X" FIRM PANEL 12127C0465H EFF. 2/19/2014 (NO SCREEN IS AREA OF MINIMAL FLOOD HAZARD)

OWNER:
613 RICH PARTNERS, LLC
104 SPINNAKER CIR.
DAYTONA BEACH, FL 32119
386-299-6845
JWINE38@YAHOO.COM

APPLICANT:
JOHN WINE, MEMBER
613 RICH PARTNERS, LLC
104 SPINNAKER CIR.
DAYTONA BEACH, FL 32119
386-299-6845
JWINE38@YAHOO.COM

SURVEYORS:
EFIRD SURVEYING GROUP, INC.
475 BLUE LAKE AVE.
DELAND, FL 32724
386-740-4144
LARRY@EFIRDSURVEYING.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
386-673-7640
KAB@AE-GROUP.COM

LANDSCAPE ARCHITECT:
CARA CULLIVER, RLA, ASLA
CULLIVER DESIGN, INC.
173 SUNTREE COURT
ORMOND BEACH, FL 32174
386-871-5293
CULLIVERDESIGN@CFL.RR.COM

SITE DATA:

FLOOD ZONE: "X" - 12127C0465H EFF. 2/19/2014
EXISTING ZONING: R-12 & R-1A (MULTIPLE-FAMILY DWELLING & SINGLE-FAMILY DWELLING)
ADJACENT ZONING (SEE LOCATION MAP FOR CLARIFICATION):
SOUTH: R-12
WEST: R-12
NORTH: R-1B
EAST: R-1A

FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL & LOW DENSITY RESIDENTIAL

TOTAL PARCEL AREA: 1.36 ACRES

MINIMUM LOTS SIZE: 23' X 40' (920 SF)
ALLOWABLE DENSITY: 12 UNITS PER AC. & 5.28 UNITS PER AC.
1.14 X 12 = 13.74 UNITS PLUS 0.21 AC X 5.28 = 1.11 UNITS = 15 UNITS
DENSITY PROVIDED: 15 UNITS
MAXIMUM BUILDING HEIGHT: 65'
MINIMUM FLOOR AREA: 725 SF. FOR 2 BEDROOM PLUS 150 SF FOR EACH ADDITIONAL BEDROOM

MAXIMUM NUMBER OF STORIES: 3
MAXIMUM IMPERVIOUS AREA: 50%

PROPOSED IMPERVIOUS SURFACE: 0.64 AC. = 47.1%
PROPOSED PERVIOUS SURFACE: 0.72 AC. = 52.9%

BUILDING SETBACKS REQUIRED:
FRONT: 30' FROM PERIMETER LOT LINE; REAR: 20'; SIDE: 20'; 20' PLUS WALL ADJACENT TO SF RESIDENTIAL, SPACING BETWEEN BUILDINGS 25', SIDE: 20'

PARKING:
PARKING REQUIRED: 2 SPACES PER UNIT PLUS 0.5 SPACES PER UNIT FOR VISITORS. 15 UNITS REQUIRES 30 PARKING SPACES PLUS 8 VISITOR SPACES
PARKING PROVIDED: 1 GARAGE SPACE PER UNIT, PLUS 1 SURFACE SPACE PER UNIT = 30 SPACES PLUS 4 VISITOR SPACES (REDUCTION ALLOWED DUE TO BIKE PARKING PROVIDED)

BICYCLE PARKING:
BICYCLE PARKING REQUIRED: 1 SPACE PER 4 UNITS = 15 UNITS REQUIRES 4 SPACES
BICYCLE PARKING PROVIDED: 4 COVERED SPACES.

EXISTING USES:

VACANT

PROPOSED USES:

TOWNHOME SUBDIVISION

STATEMENT OF INTENT

TO CONSTRUCT A 15 LOT TOWNHOME SUBDIVISION WITH STORMWATER AND INFRASTRUCTURE TO SERVE THE DEVELOPMENT

UTILITY NOTES:

- FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY SIGNIFICANT DEVIATIONS SHALL BE BROUGHT TO THE CONSTRUCTION MANAGER'S ATTENTION.
- PROTECT ALL UTILITY SYSTEMS AT ALL TIMES DURING CONSTRUCTION. SHOULD A SYSTEM BECOME DAMAGED, ALTERED OR EXTENDED AFTER THE INITIAL TESTING, THE AFFECTED PORTION OF THE SYSTEM SHALL BE RESTORED AS NECESSARY AND RETESTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- MAINTAIN A MINIMUM 3 FEET COVER OVER ALL NEW UTILITY MAINS, UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION TEMPORARY DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID FACILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE DRAWINGS OR FIELD LOCATED. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES, AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY EXISTING WATER AND SEWER LINE FOUND IN CONFLICT WITH PROPOSED FACILITIES SHALL BE RELOCATED BY THE DEVELOPER/CONTRACTOR. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "SUNSHINE 811" BEFORE BEGINNING WORK.
- CONTRACTOR SHALL FOLLOW ALL APPLICABLE FDEP RULES, ALONG WITH ANY APPLICABLE UTILITY PROVIDERS RULES AND REGULATIONS.
- LOCATION OF UTILITIES ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE BOTTOM OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY TWELVE INCHES, ABOVE OR AT LEAST TWELVE BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- WATER MAIN PRESSURE TESTING: 150 PSI.
- ALL WATER MAINS SHALL MAINTAIN 3 FEET OF COVER. WHERE SHALLOW UTILITIES CONFLICT, INSTALL WATER MAIN BELOW CONFLICTING UTILITY.
- HYDROSTATIC TESTS CONSISTING OF PRESSURE TEST AND LEAKAGE TEST SHALL BE CONDUCTED ON ALL NEWLY INSTALLED WATER DISTRIBUTION SYSTEM PRESSURE PIPES AND APPURTENANCES. THE TESTS SHALL BE IN ACCORDANCE WITH AWWA C-600 OR M-23 AS APPLICABLE.
- DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C-651, DISINFECTING WATER MAINS.
- UNLESS OTHERWISE NOTED, FOLLOW FDOT STANDARD SPECIFICATIONS, LATEST VERSION.
- FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CITY OF DELAND STANDARD DETAILS.
- COORDINATE INSTALLATION OF UTILITIES WITH THE CITY OF DELAND

GENERAL NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DELAND'S LAND DEVELOPMENT CODE REQUIREMENTS, AND STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERRECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF DELAND.
- NOTIFY THE CITY OF DELAND 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF DELAND FOR APPROVAL PRIOR TO PERFORMING THE WORK.
- UNSTABLE/UNSUITABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIAL. REFER TO GEOTECHNICAL REPORT AND RECOMMENDATIONS DURING CONSTRUCTION.
- ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF DELAND'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND ENGINEERING DIVISION.
- A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
- A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF DELAND, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY WHEN REQUESTING A FINAL INSPECTION.
- AS-BUILT DRAWINGS SHALL BE SUBMITTED IN ACCORDANCE TO THE CITY OF DELAND RULES & REGULATIONS.
- UTILITIES ARE SHOWN BASED ON AS-BUILTS AND BEST AVAILABLE INFORMATION. CONTRACTOR SHALL LOCATE & FIELD VERIFY ALL UTILITIES PRIOR TO START OF CONSTRUCTION.
- ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
- CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING W/CITY STAFF PRIOR TO ANY DISTURBANCE OF PROPERTY.

Sheet List Table

Sheet Number	Sheet Title
C001	COVER
C002	OVERALL LAYOUT PLAN
C003	DEMOLITION & EROSION CONTROL PLAN
C004	TREE REMOVAL PLAN
C005	DIMENSION PLAN
C006	GRADING PLAN
C007	UTILITY & DRAINAGE PLAN
C008	EROSION CONTROL DETAILS
C009	GENERAL UTILITIES
C010	GENERAL UTILITIES
C011	WATER DETAILS
C012	WATER DETAILS
C013	SANITARY DETAILS
C014	RECLAIM DETAILS
C015	ROADWAY DETAILS
C016	ROADWAY DETAILS
C017	MISC DETAILS
C018	FDOT DETAILS
C019	FDOT DETAILS
C020	FDOT DETAILS
C021	FDOT DETAILS

UTILITY PROVIDERS:

CITY OF DELAND: JIM AILES, DEPUTY PUBLIC SERVICES/UTILITIES DIRECTOR AILES@DELAND.ORG 386-626-7250	SPECTRUM: PAUL LIAKOS PAUL.LIAKOS@CHARTER.COM 407-215-8838
AT&T: MICHAEL J. MOORE MM0409@ATT.COM 386-281-6953	DUKE ENERGY: SERVICE & INSTALLATION NEWCONSTRUCTION@DUKE-ENERGY.COM 866-372-4663

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE NO. EB5479
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-5927

A

PLUM TREE TOWNHOMES
DELAND, FL
COVER

		KAB	KAB	BY
		CITY COMMENTS	CITY COMMENTS	REVISION
2	12/9/21			
1	7/27/21			
NO.	DATE			

DATE	6-21-2021	SCALE	AS NOTED
FILE	2034-1	PROJECT	2034-1
DESIGNER	KAB	DRAWN BY	WIS

Digitally signed by Kimberly A. Buck
DN: C=US, S=FL, L=ORMOND
BEACH, O="The Alann Engineering
Group, Inc.", CN=Kimberly A. Buck,
E=kab@ae-group.com
Location: Ormond Beach, FL
Date: 2021.12.19 15:14:48 -0500

SHEET
C001

PLUM TREE TOWNHOMES
DELAND, FL
OVERALL LAYOUT PLAN

2	12/9/21	CITY COMMENTS	KAB
1	7/27/21	CITY COMMENTS	KAB
NO.	DATE	REVISION	BY

DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUCK P.E. 38565

SHEET
C002

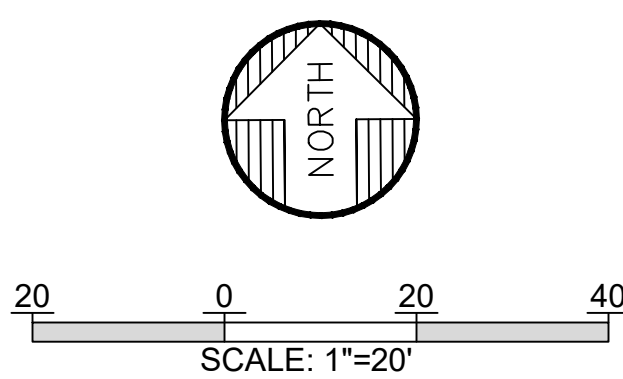


2	12/9/21	CITY COMMENTS	KAB		
1	7/27/21	CITY COMMENTS	KAB		

DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS.

- SEE ATTACHED SWPPP REPORT FOR EROSION CONTROL NOTES AND DETAILS.
- ANY MATERIAL THAT NEEDS TO BE STOCKPILED DURING CONSTRUCTION SHALL BE LOCATED ON THE MAIN SITE WITHIN THE BOUNDARY OF THE SILT FENCE.



1. INSTALL STABILIZED CONSTRUCTION ENTRANCES OFF RICH AVE.
2. INSTALL SILT FENCES AND TREE BARRIAGES AS SPECIFIED IN DETAILS.
3. CLEAN AND GRUB STOCK PILE TOP SURFACES.
4. PERFORM PRELIMINARY GRADING ON SITE AS NECESSARY.
5. STABILIZE DENuded AREAS AS SOON AS GRADING IS COMPLETE.
6. INSTALL SANITARY SEWER AND STORM DRAINAGE AND OTHER UTILITIES.
7. COMPLETE GRADING.
8. CHECK SLOPES WITHIN STORM DRAIN INLETS UNTIL COMMENCEMENT OF FINAL STABILIZATION.
9. CHECK SILT FENCES AND TURBIDITY BARRIERS FOR ACCUMULATION OF DEBRIS. REMOVE DEBRIS AT ONCE.
10. NECESSARY. INSPECT SILT FENCE FOR ACCUMULATION OF SILT AFTER EVERY RAINSTORM AND AT ONCE.
11. ONCE PER WEEK REPLACEMENT OF TURBIDITY FALLEN FENCE AS NECESSARY.
12. REMOVE ACCUMULATED SEDIMENT FROM SEDIMENT BASINS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND MONITORED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL EROSION AND TURBIDITY CONTROLS ON THE SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

PETROLEUM PRODUCTS ALLONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

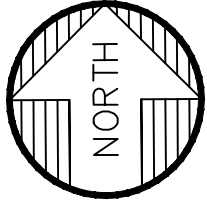
SPILL CONTROL PRACTICES IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THE PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR PREVENTION AND CLEANUP:

1. PERSONNEL WILL BE TRAINED TO PREVENT SPILLS AND CLEANUP. ON A DAILY BASIS, PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON SITE. EQUIPMENT AND MATERIALS TO BE USED FOR SPILL CLEANUP INCLUDE: SPILL KIT, PANS, MOPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (I.E. KITY LITTER OR EQUAL) SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING. IN THE EVENT OF A SPILL FROM A HAZARDOUS SUBSTANCE, SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL. THE SPILL PREVENTION PERSONNEL WILL BE TRAINED TO IDENTIFY THE CAUSE OF THE SPILL, TO DETERMINE IF IT IS RECURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED. THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS WILL BE THE SPILL PREVENTION PERSONNEL. THE SPILL PREVENTION PERSONNEL WILL BE TRAINED TO IDENTIFY THE CAUSE OF THE SPILL, TO DETERMINE IF IT IS RECURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE SPILL PREVENTION PERSONNEL WILL BE POSSED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE IN THE OFFICE TRAILER ON SITE.

[illegible]

SECTION 8, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLand, VOLUSIA COUNTY, FLORIDA



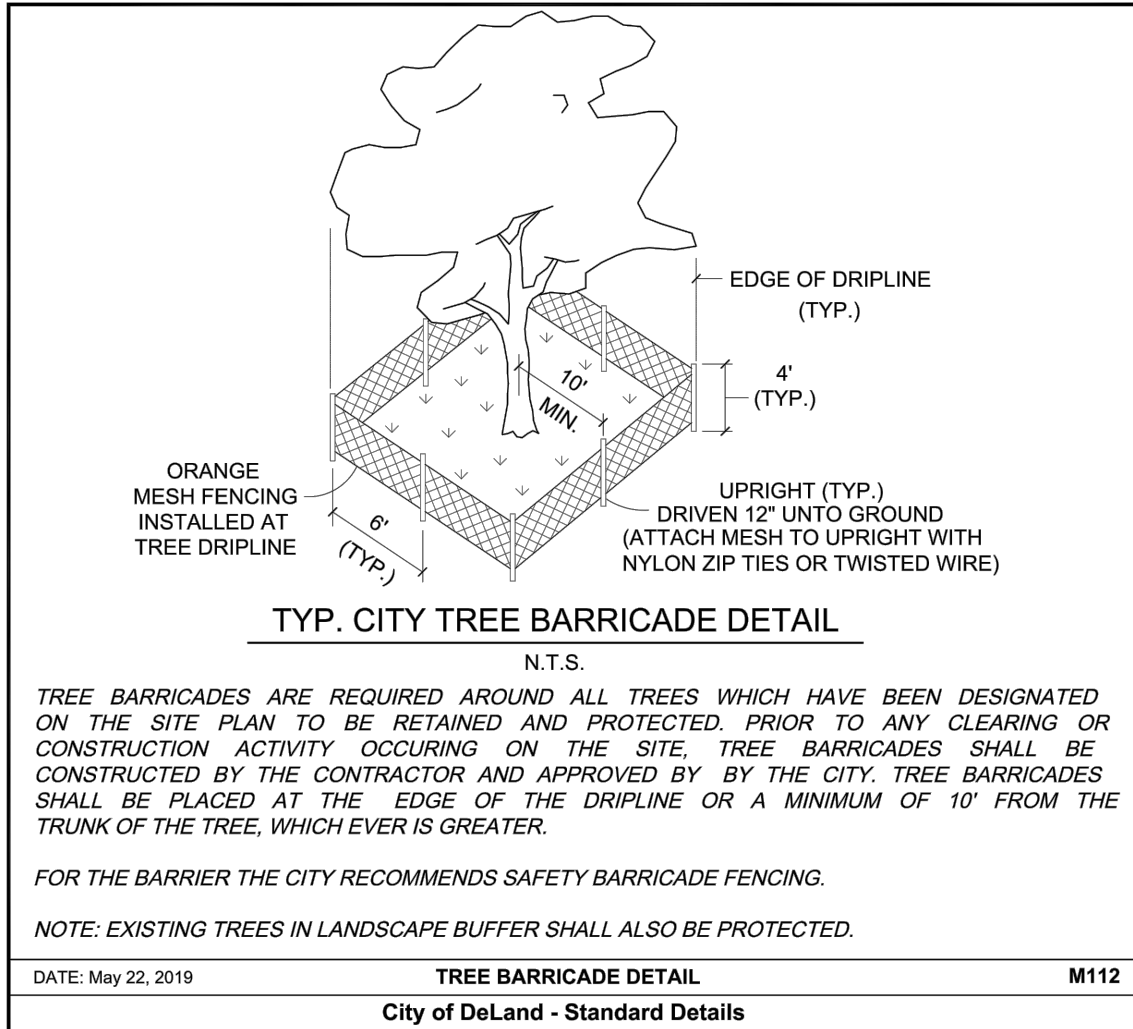
20 0 20 40
SCALE: 1"=20'

TREE LEGEND

- = RAIN TREE
- = CAMPHOR TREE
- ✱ = CHERRY TREE
- ⊗ = LAUREL OAK TREE
- ✱ = PALM TREE
- ⊗ = MAGNOLIA TREE
- ⊗ = SUGAR BERRY TREE
- ✱ = CEDAR

LEGEND:

- X 8" SWEET BAY TREE TO BE REMOVED
 - ⊗ 8" SWEET BAY TREE PROTECTION BARRICADE
 - LIMITS OF CLEARING
 - SILT FENCE
 - DENOTES TREE PROTECTION AREA
- TREE PROTECTION AREA REQUIRED:
15% OF SITE AREA => 59,228 SF X 15% = 8,884 SF
TREE PROTECTION AREA PROVIDED:
14,022 SF (23.7%)



ALANN ENGINEERING
GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE NO. EB5479
880 AIRPORT ROAD, SUITE. 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927

PLUM TREE TOWNHOMES
DELAND, FL
TREE REMOVAL PLAN

NO.	DATE	REVISION	KAB	BY
2	12/19/21	CITY COMMENTS	KAB	
1	7/27/21	CITY COMMENTS	KAB	

DESIGNER	FILE	DATE	DRAWN BY	PROJECT	SCALE	AS NOTED
KAB	2034-1	6-21-2021	WIS	2034-1		

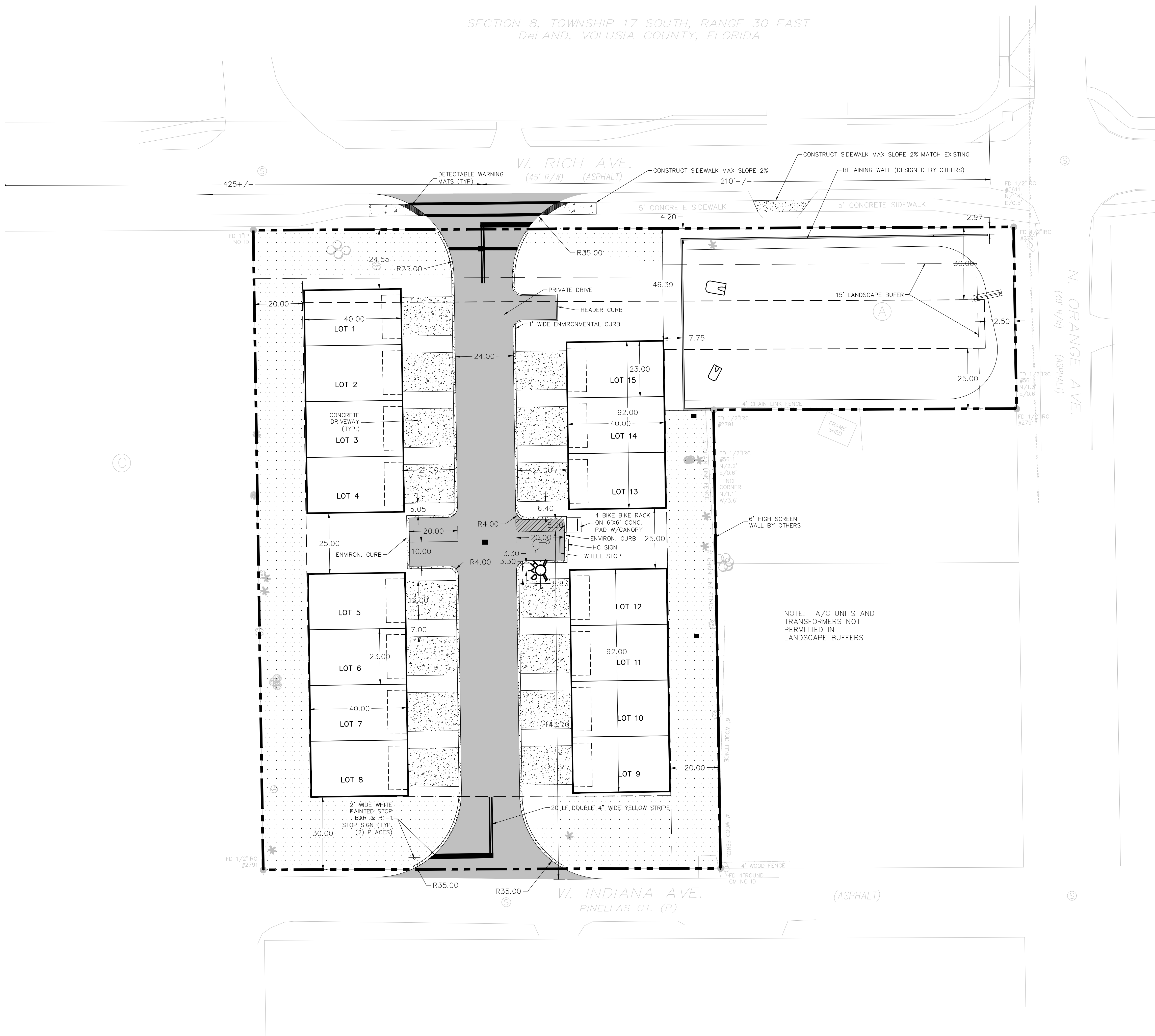
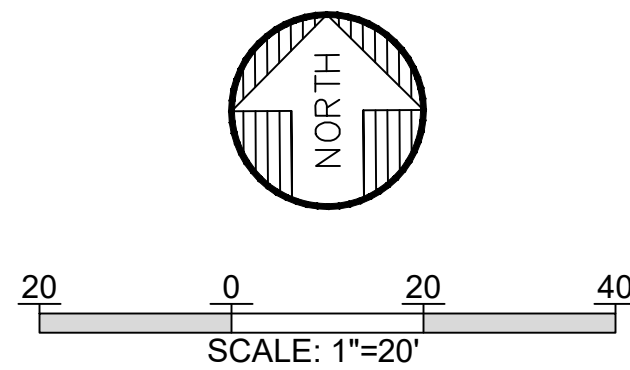
SHEET
C004

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUICK P.E. 18585

2	12/9/21	CITY COMMENTS	KAB
1	7/27/21	CITY COMMENTS	KAB
NO.	DATE	REVISION	BY

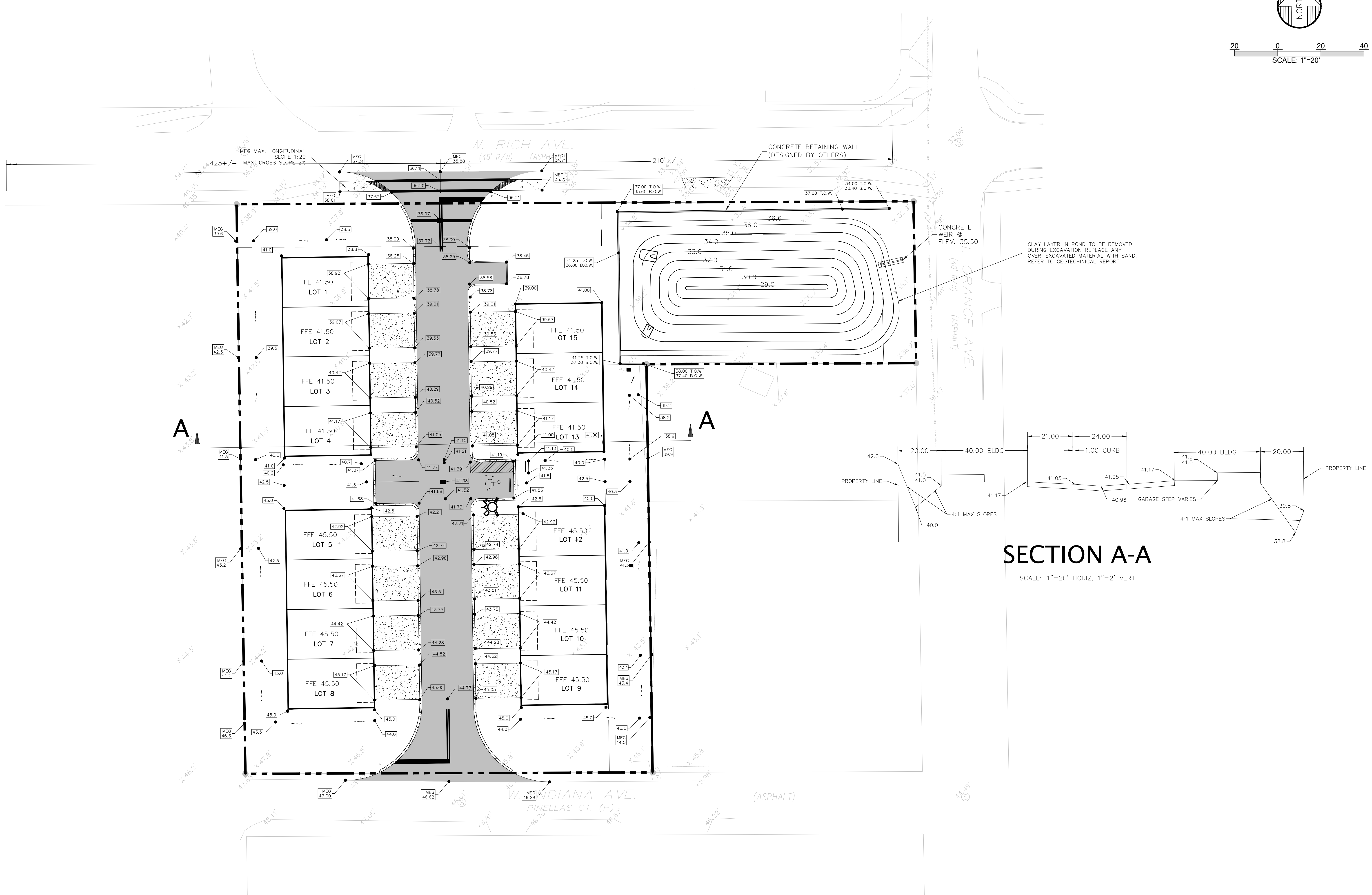
DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED

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C005

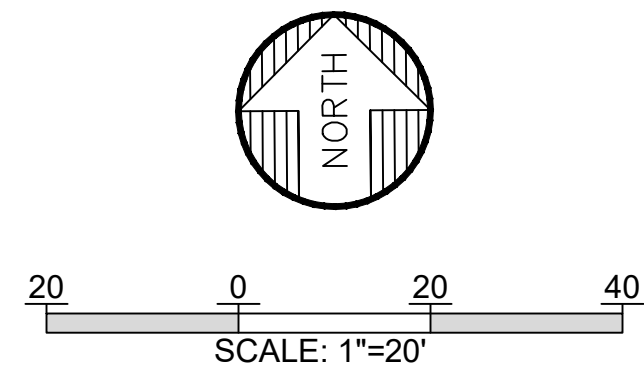


2	12/9/21	CITY COMMENTS	KAB	
1	7/27/21	CITY COMMENTS	KAB	
NO.	DATE	REVISION	BY	

SHEET
C006



SCALE: 1"=20' HORIZ, 1"=2' VERT.



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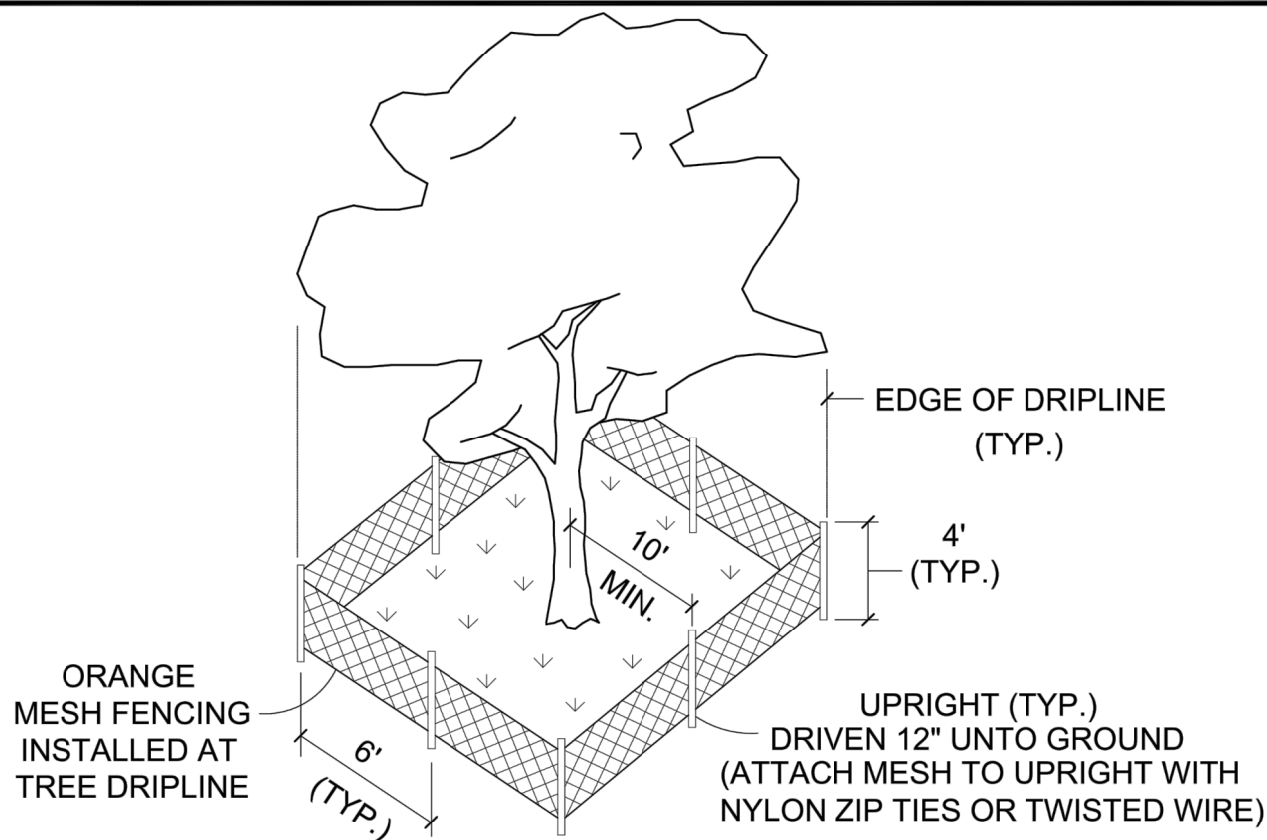
PLUM TREE TOWNHOMES
DELAND, FL
UTILITY & DRAINAGE PLAN

			KAB
		CITY COMMENTS	KAB
		CITY COMMENTS	KAB
		REVISION	BY
		NO.	DATE
		2	12/9/21
		1	7/27/21

DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUCK P.E. 38565

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TYP. CITY TREE BARRICADE DETAIL

N.T.S.

TREE BARRICADES ARE REQUIRED AROUND ALL TREES WHICH HAVE BEEN DESIGNATED ON THE SITE PLAN TO BE RETAINED AND PROTECTED. PRIOR TO ANY CLEARING OR CONSTRUCTION ACTIVITY OCCURING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED BY BY THE CITY. TREE BARRICADES SHALL BE PLACED AT THE EDGE OF THE DRIPLINE OR A MINIMUM OF 10' FROM THE TRUNK OF THE TREE, WHICH EVER IS GREATER.

FOR THE BARRIER THE CITY RECOMMENDS SAFETY BARRICADE FENCING.

NOTE: EXISTING TREES IN LANDSCAPE BUFFER SHALL ALSO BE PROTECTED.

DATE: May 22, 2019	TREE BARRICADE DETAIL	M112
City of DeLand - Standard Details		

CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER – STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A PROTECTED TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED. ANY PROJECT THAT IS INACTIVE FOR A PERIOD OF 30 DAYS OR MORE SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY.
- ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
- ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.

STANDARD CONSTRUCTION DETAIL

CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES

N.T.S.

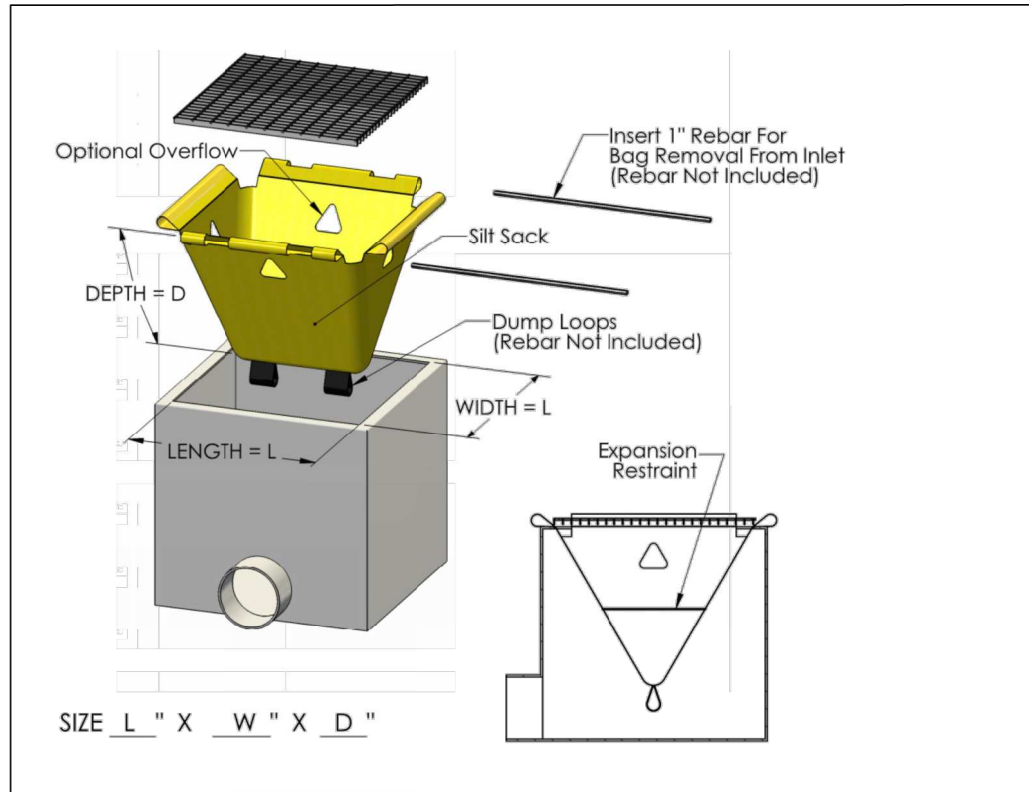
CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
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CONSTRUCTION NOTES

- THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OR OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
- A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED PRIOR TO FILLING.
- FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADDS AND ALL OTHER AREAS AS PER AASHTO T-180).
- DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED UPON COMPLETION OF THE TESTS.
- IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
- ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD COMPOSE.
- ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
- OWNER SHALL FILE A "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS REQUIRED BY DEP. CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH ALL PROVISIONS OF THE GENERIC PERMIT INCLUDING BUT NOT LIMITED TO:
 - PROVIDE SUCH EROSION AND SEDIMENT CONTROL MEASURES AS MAY BE NECESSARY TO PREVENT DISCHARGE OF POLLUTANTS FROM THE SITE FROM THE START OF CONSTRUCTION UNTIL THE FINAL GROUND COVER HAS BEEN ESTABLISHED.
 - EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE WEEKLY INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES.
 - EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24 HOURS OF EVERY RAINFALL EVENT EXCEEDING ONE-HALF INCH.
 - MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 - ADD EROSION AND SEDIMENT CONTROL MEASURES AS SITE CONDITIONS CHANGE.

STANDARD CONSTRUCTION DETAIL

CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES

N.T.S.



INLET PROTECTION DETAIL

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PLUM TREE TOWNHOMES

DELAND, FL

EROSION CONTROL DETAILS

A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS.

B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:

PENSACOLA BAHIA (50% SCARIFIED SEED)	80 LBS/ACRE
HULLED BERMUDA	20 LBS/ACRE
BROWN TOP MILLET	30 LBS/ACRE

IN THE FALL AND WINTER MONTHS (OCT. THRU FEB.) AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PREMIXED BY A SEED COMPANY TO THE PROPORTIONS DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PRIOR TO USE. MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE OR WHEAT STRAW OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS.

C. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE. APPROXIMATELY TWO INCHES (2"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREAS (APPROXIMATELY 1 1/2 BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.

D. FERTILIZER –

1. ANALYSIS OF SOILS SHALL BE OBTAINED BY SUBMITTAL OF SAMPLES TO VOLUSIA COUNTY AGRICULTURAL DEPARTMENT (PHONE: 238-7000). ALL APPLICATION RATES WILL BE BASED ON THIS REPORT. SUBMIT A COPY OF THIS REPORT TO THE CITY PRIOR TO COMMENCING ANY SOIL MODIFICATION.

2. THE FERTILIZER SHALL BE A COMMERCIAL GRANULAR TYPE WITH A CHEMICAL DESIGNATION AS RECOMMENDED IN THE SOILS ANALYSIS REPORT.

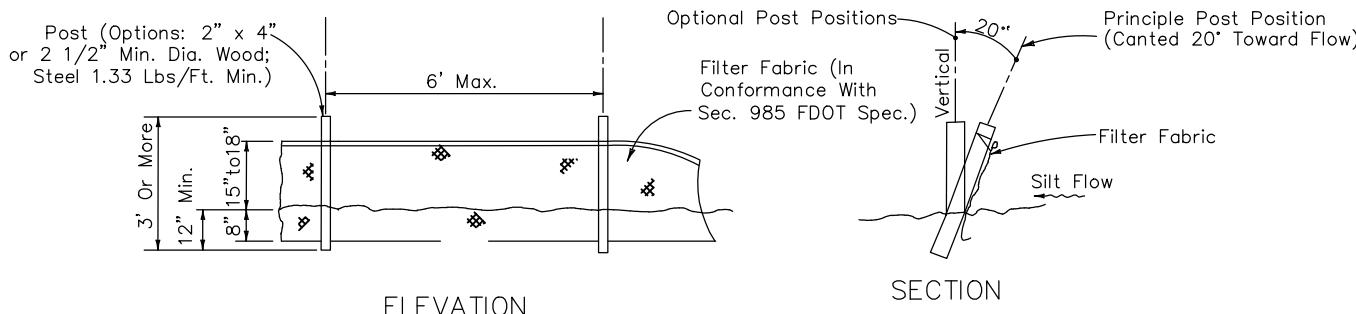
3. THE NUMERICAL DESIGNATIONS FOR FERTILIZER INDICATE THE MINIMUM PERCENTAGES (RESPECTIVELY) OF (1) TOTAL NITROGEN, (2) AVAILABLE PHOSPHORIC ACID AND (3) WATER SOLUBLE POTASH CONTAINED IN THE FERTILIZER.

a) AT LEAST 50 PERCENT (50%) OF THE PHOSPHORIC ACID SHALL BE FROM A NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE WHICH WILL PROVIDE A MINIMUM OF TWO UNITS OF SULFUR.

b) THE AMOUNT OF SULFUR SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO EACH BAG OR CONTAINER.

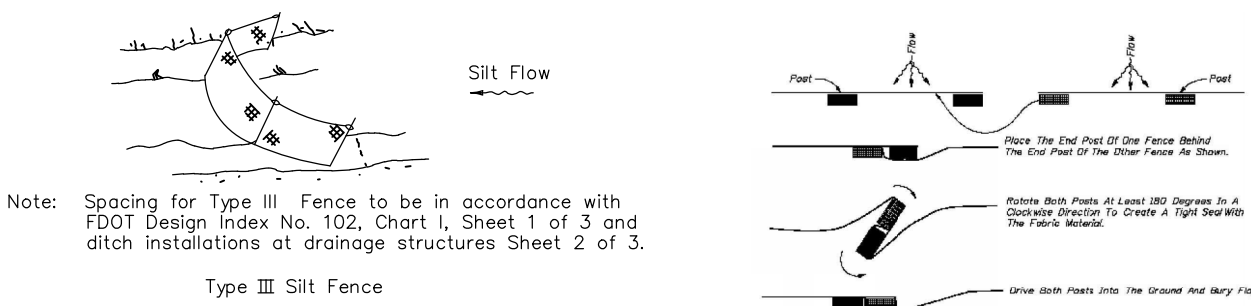
4. COMMERCIAL FERTILIZERS SHALL COMPLY WITH THE STATE FERTILIZER LAWS.

5. FERTILIZER MAY, AT THE DISCRETION OF THE ENGINEER/ARCHITECT, UPON THE PRESENTATION BY THE MANUFACTURE OF SATISFACTORY FACTORY EVIDENCE OF ITS FEASIBILITY, BE APPLIED IN LIQUID FORM.

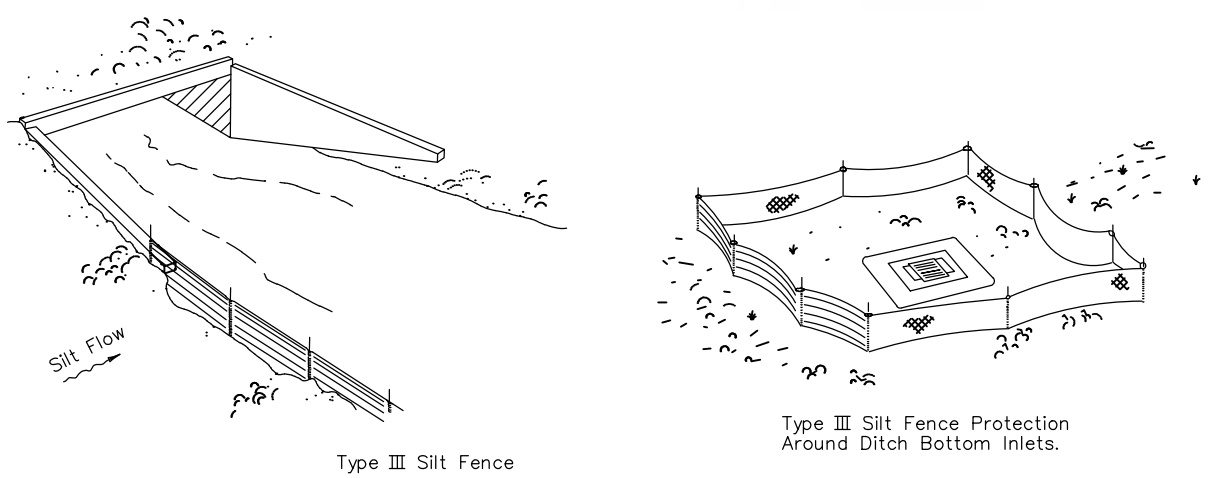


Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE



Type III Silt Fence



Type III Silt Fence

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS

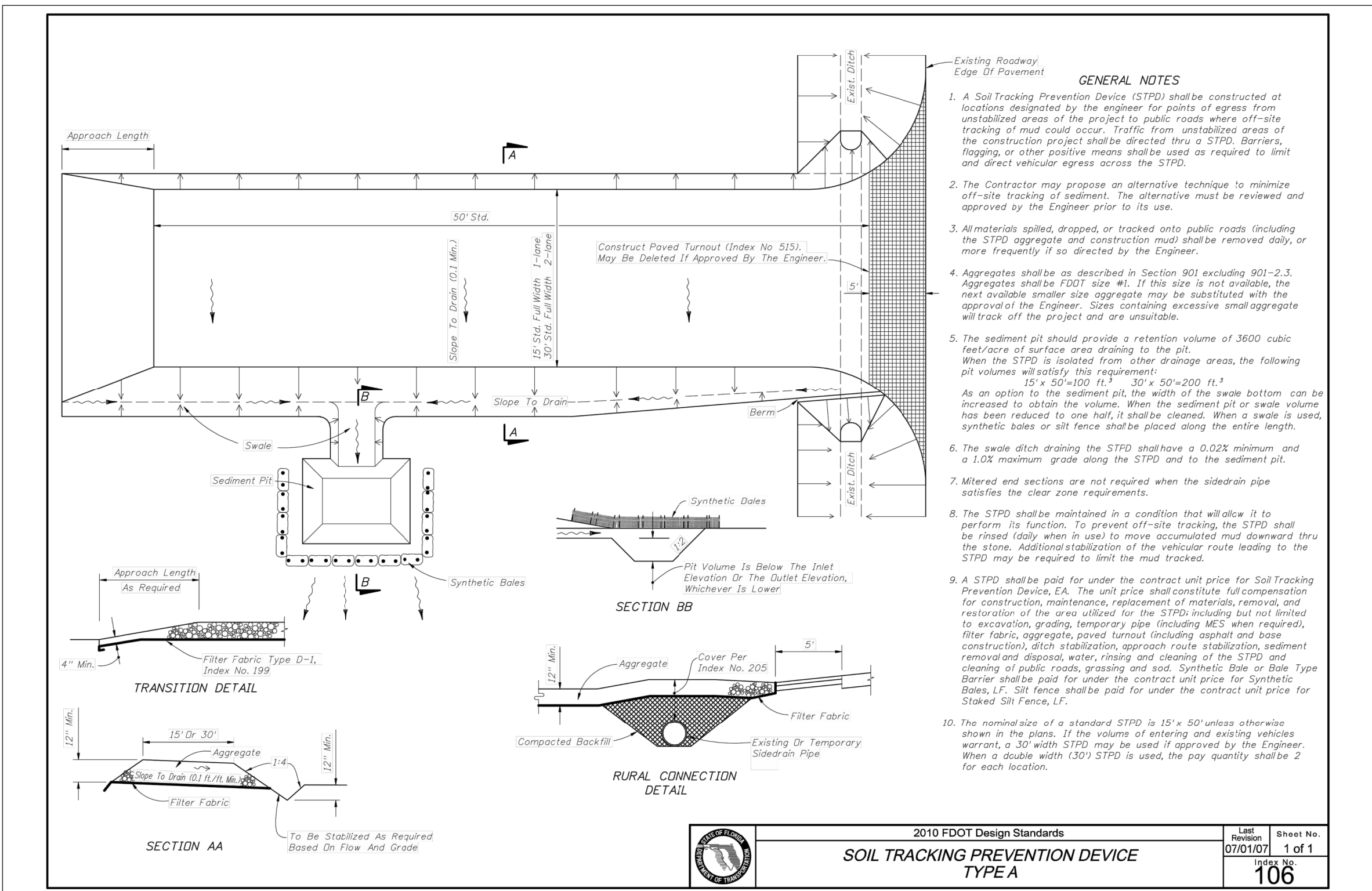
STANDARD CONSTRUCTION DETAIL

SEEDING AND MULCHING

STANDARD CONSTRUCTION DETAIL

EROSION CONTROL – SILT FENCE

N.T.S.



GENERAL NOTES

- A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barreries, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
- The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
- At materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mulch) shall be removed daily, or more frequently if so directed by the Engineer.
- Aggregates shall be as described in Section 901 including 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
- The sediment pit shall provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
 $15' \times 50' = 100 \text{ ft}^3$
 $15' \times 50' = 200 \text{ ft}^3$
As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one-half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
- The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
- Mitered end sections are not required when the silt drain pipe satisfies the clear zone requirements.
- The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be raised daily when in use to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
- A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal and restoration of the area utilized for the STPD, including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach road stabilization, sediment removal and disposal, water, rising and cleaning of the STPD and covering of public roads, grading and seed. Synthetic Bales or Bales Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
- The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

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GENERAL NOTES WATER SYSTEM CONSTRUCTION
1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION. 2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID. 3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. 4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS. 5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR. 6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE. 7. WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED. 8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 36" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS. 9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET. 10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE. 11. APPROVED WATER VALVE TYPES ARE CLOW OR MUELLER

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION
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1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN. 2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. 3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED. 4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS. 5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL. 6. BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING. 7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE. 8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT (AASHTO-T180) IN UNPAVED AREAS. 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR. 10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS. 11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT. 12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.
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STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES
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GENERAL NOTES WATER SYSTEM CONSTRUCTION
12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE 13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL. 14. HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAIN TO WHICH HYDRANTS ARE CONNECTED SHALL BE 6 INCHES MINIMUM. 15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18-24" ABOVE GRADE. 16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY. 17. ALL WATER MAINS SHALL BE NSF-APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY. 18. ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIC, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. 19. WATER MAINS SHALL BE AWWA C-900 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED. 20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE HEALTH DEPARTMENT, AND THAT <u>CERTIFIED AS-BUILT DRAWINGS</u> ARE PROVIDED TO THE CITY. 21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION
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13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF. 14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE. 15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES: PIPES SIZE (INCHES) LENGTH OF RUN (FEET) 15150 18300 24 OR GREATER400 16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SODDED. 17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED. 18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB. 19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES. 20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS. 21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS. 22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO CITY APPROVAL. 23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED. 24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.

STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES
--

GENERAL NOTES WATER SYSTEM CONSTRUCTION
22. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. 23. ALL WATER SERVICES SHALL BE MARKED WITH A "W" SAW CUT INTO THE CURB. 24. ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "V" SAW CUT INTO THE CURB 25. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL. 26. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED. 27. ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE. 28. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S ENGINEERING DEPARTMENT BEFORE FINAL INSPECTION. 29. PIPING FOR RAW WATER SHALL BE OLIVE GREEN FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE BLUE WITH WHITE COLOR BACKGROUND LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION - RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE. 30. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" - 12"	PVC DR-18	AWWA C 900
> 4" - 12" DEDICATED FIRE LINE	PVC DR-14	AWWA C 900
(16"- 24" DR - 18) (30"- 36" DR - 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE DIPPS DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION
--

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS. 27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. 28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED. 29. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. 30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHanneled INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.
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STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES
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PIPED UTILITY INSTALLATION REQUIREMENTS				
ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBBASE (IF SPECIFIED)	IN-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN PAVED AREAS	IN-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN GREEN AREAS	IN-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	90% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOIL OR BASE TYPE		ASTM D-2937 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-180 (MODIFIED) AASHTO T-99 (STD.)

STANDARD CONSTRUCTION DETAIL				
TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS				

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE. 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-5927

A

PLUM TREE TOWNHOMES

DELAND, FL

GENERAL UTILITIES

				KAB	KAB	BY
				CITY COMMENTS	CITY COMMENTS	REVISION
		2	12/9/21		1	7/27/21
				NO.	DATE	

DESIGNER	KAB	DATE	6-21-2021
DRAWN BY	WIS	FILE	2034-1
		PROJECT	2034-1
		SCALE	AS NOTED

NOT VALID UNLESS SIGNED AND SEALED KIMBERLY A. BUCK P.E. 18585

SHEET

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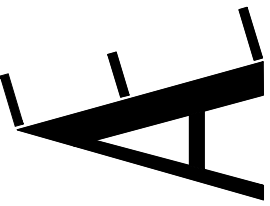
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SANITARY SEWER CONSTRUCTION GENERAL NOTES	
1. THE CITY'S PUBLIC WORKS – UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION. 2. ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL) 3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED. 4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE: 8" PIPE 0.40% 10" PIPE 0.30% 12" PIPE 0.22% 5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT. 6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH. 7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY. 8. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN 8. MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (ASSHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS. 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR. 10. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER. 11. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION – M10). 12. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET. 13. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.	
STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION	

SANITARY SEWER CONSTRUCTION GENERAL NOTES	
14. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE. 15. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL). 16. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS. 17. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS. OPTIONALLY, CONTRACTOR MAY CHOOSE TO USE A SINGLE 6" SERVICE TO SERVE TWO LOTS WITH A 4" WYE.. 18. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY. 19. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC. 20. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRU SURE-GRIP, RAVEN, SEWPERCOAT, GREEN MONSTER, OR PRE-APPROVED EQUAL. 21. ALL SEWER MAINS PRIOR TO ACCEPTANCE BY THE CITY SHALL BE TELEVIEWED BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE THUMB DRIVE SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN THUMB DRIVE LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE THUMB DRIVE SUBMISSION TO THE CITY. 22. CONTRACTORS SHALL BE REQUIRED TO TELEVIEW ALL SEWER MAINS AND LATERAL LINES AND PROVIDE TWO COPIES OF THE THUMB DRIVE ALONG WITH WRITTEN LOGS TO THE CITY. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY.	
STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION	

SANITARY SEWER CONSTRUCTION GENERAL NOTES		
28. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT S 29. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS . 30. ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. 31. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 19' TO ANY MANHOLE OR WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY. 32. SEWER SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. 33. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.		
FORCE MAIN & REUSE MAIN STANDARDS		
DIAMETER	MATERIAL	STANDARD
2" – 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" – 12"	PVC 1120 / CLASS 100	AWWA C 900
14" – 36" (16"– 24" ➡ DR – 18) (30"– 36" ➡ DR – 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714
NOTE: PVC PIPE COLOR SHALL BE GREEN OR WHITE FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.		
STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION		

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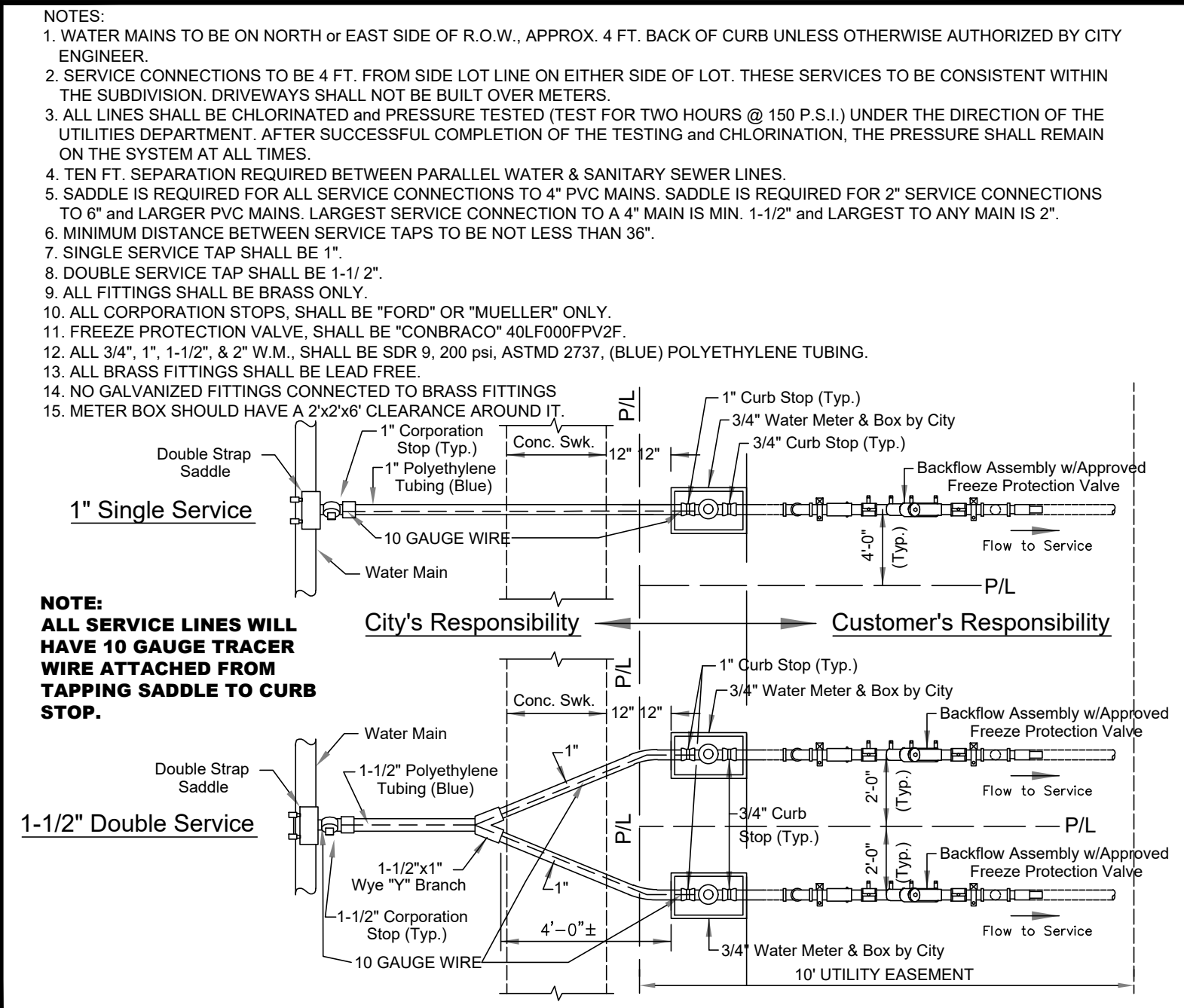
PLUM TREE TOWNHOMES
DELAND, FL
GENERAL UTILITIES

2	12/9/21	CITY COMMENTS	KAB		
1	7/27/21	CITY COMMENTS	KAB		
NO.	DATE	REVISION			BY

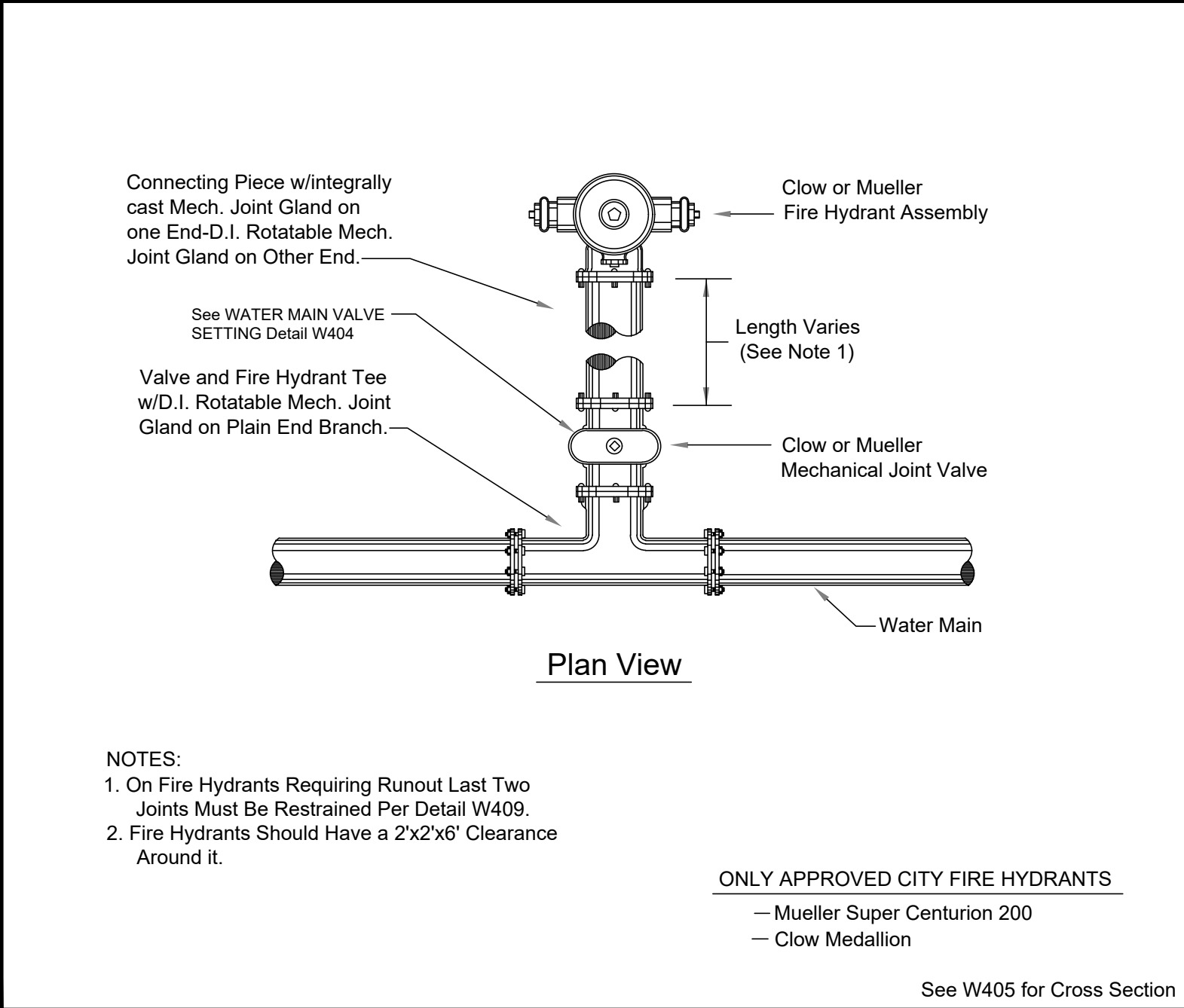
DESIGNER	DATE
KAB	6-21-2021
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WIS	AS NOTED
PROJECT	
2034-1	

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KIMBERLY A. BUICK P.E. 18545

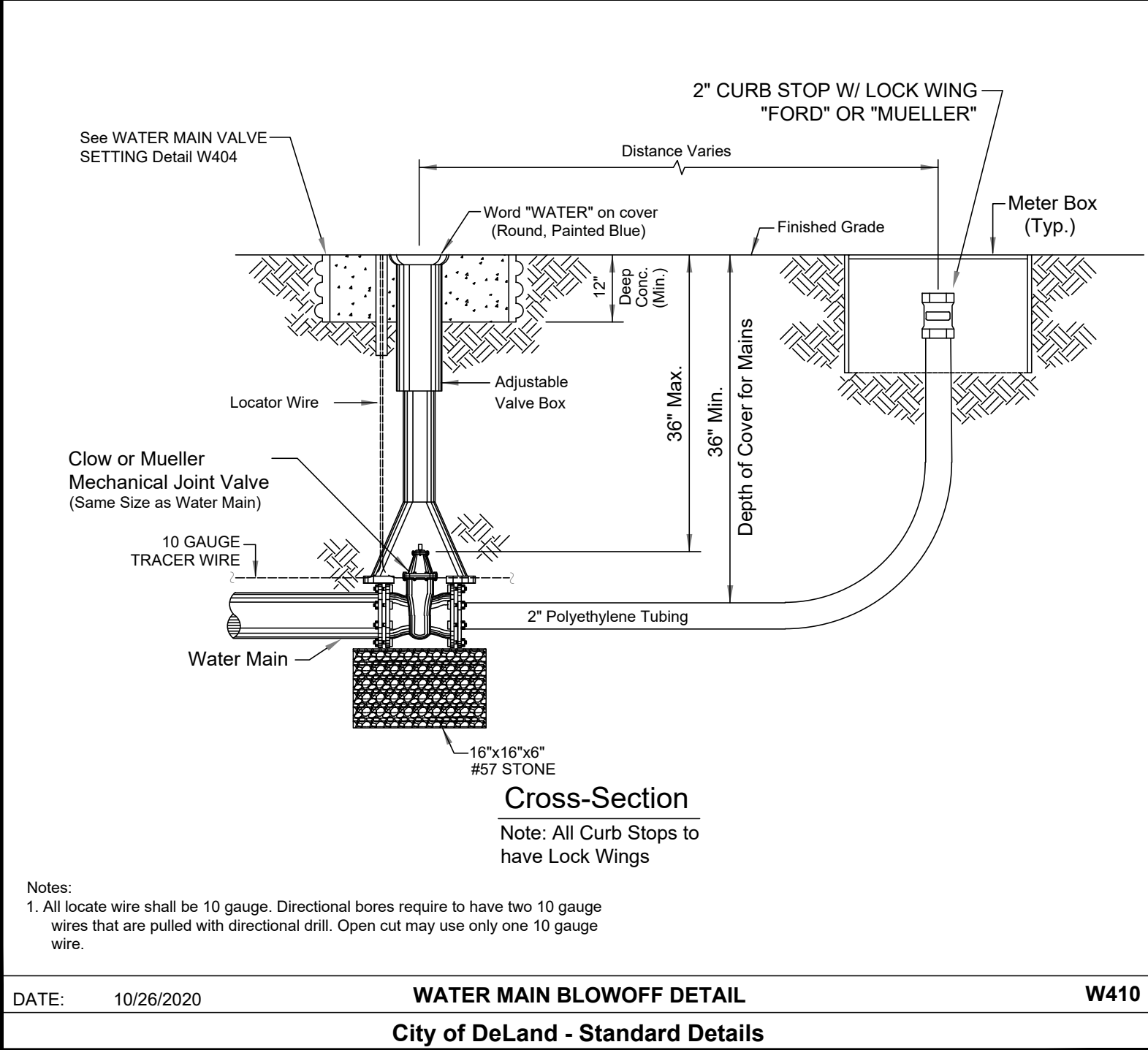
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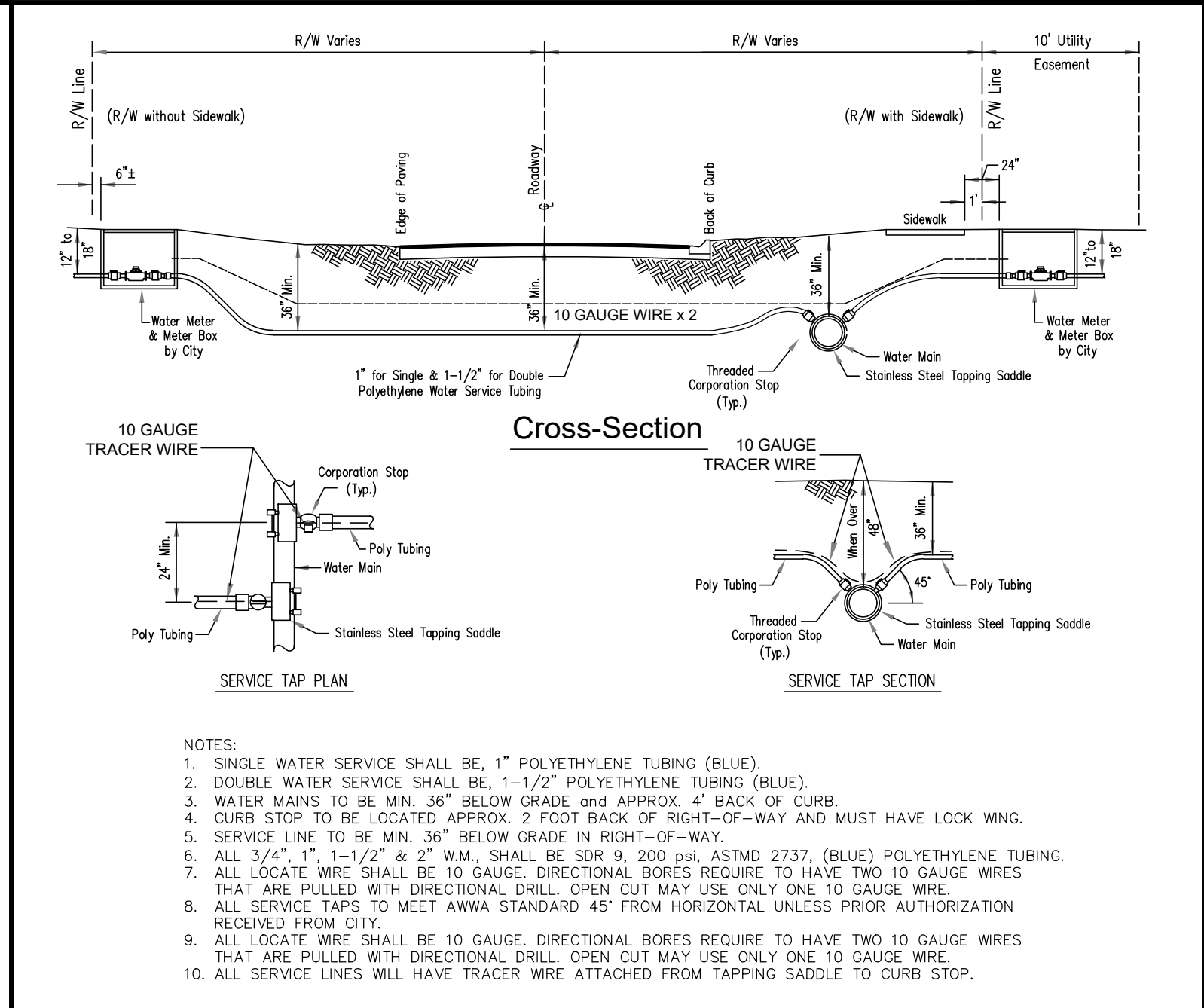
DATE: 10/26/2020 **WATER MAIN SERVICE CONNECTION WITH SIDEWALK (BACKFLOW)** **W402**
City of DeLand - Standard Details



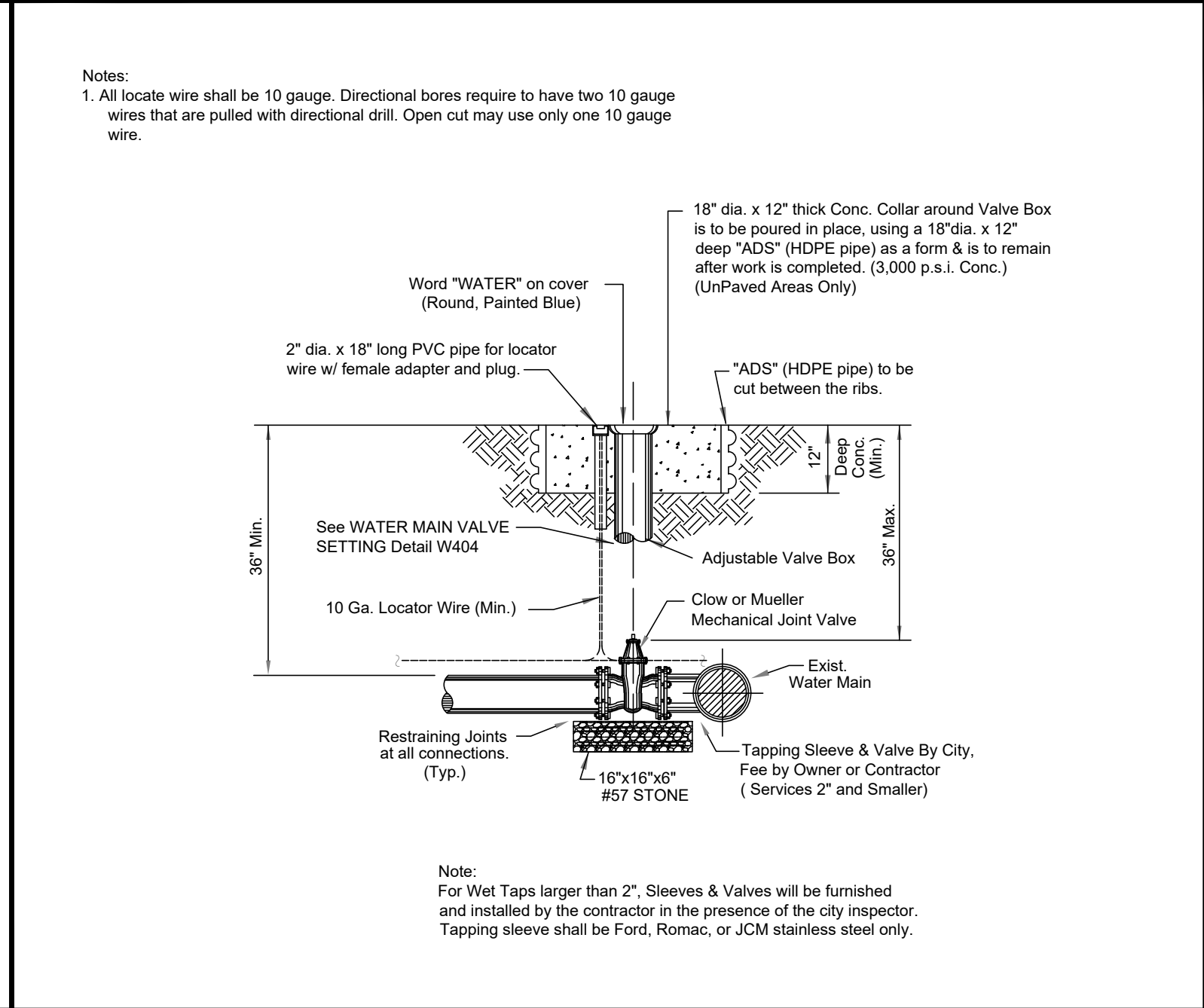
DATE: 10/26/2020 **FIRE HYDRANT SETTING PLAN** **W406**
City of DeLand - Standard Details



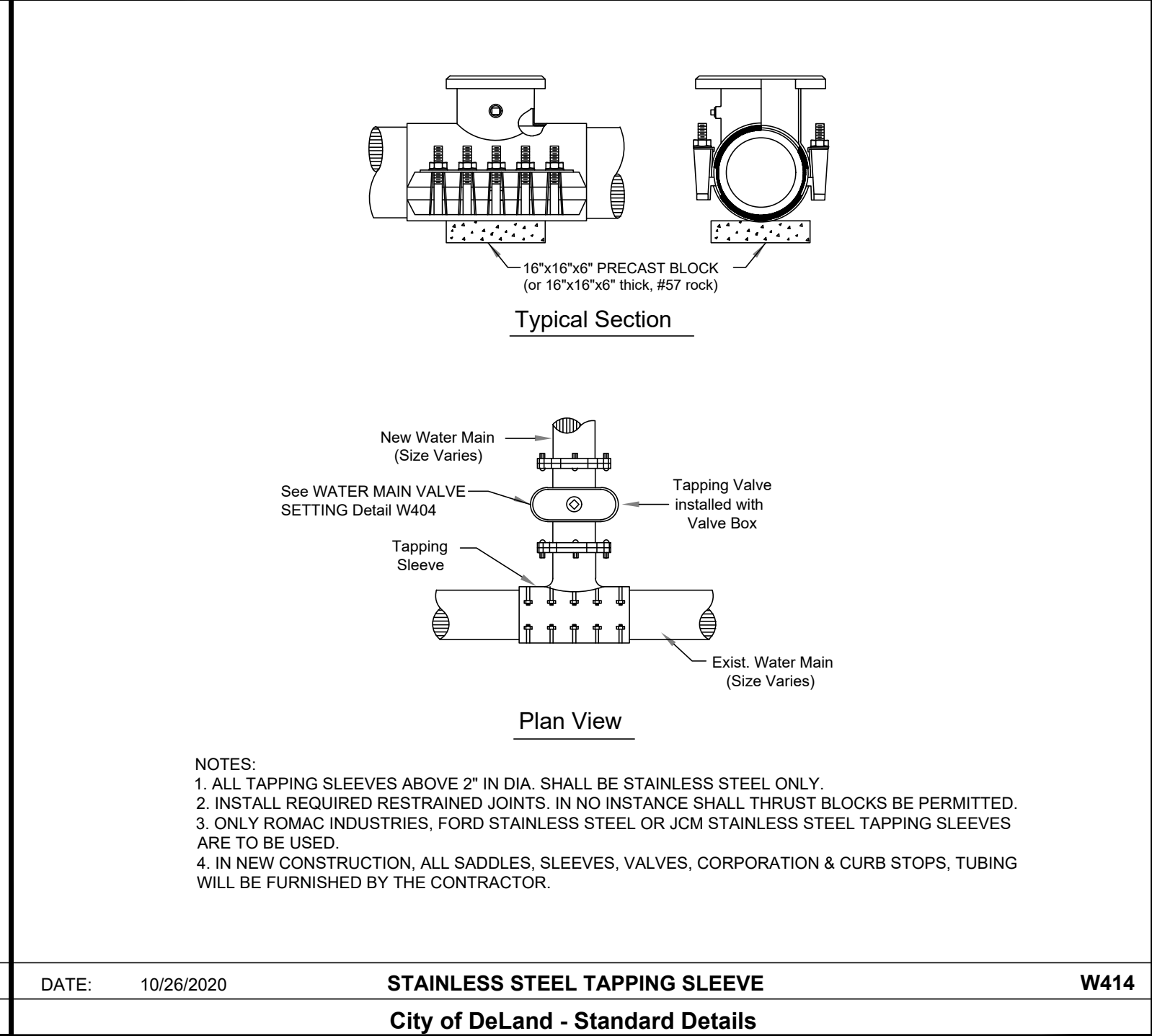
DATE: 10/26/2020 **WATER MAIN BLOWOFF DETAIL** **W410**
City of DeLand - Standard Details



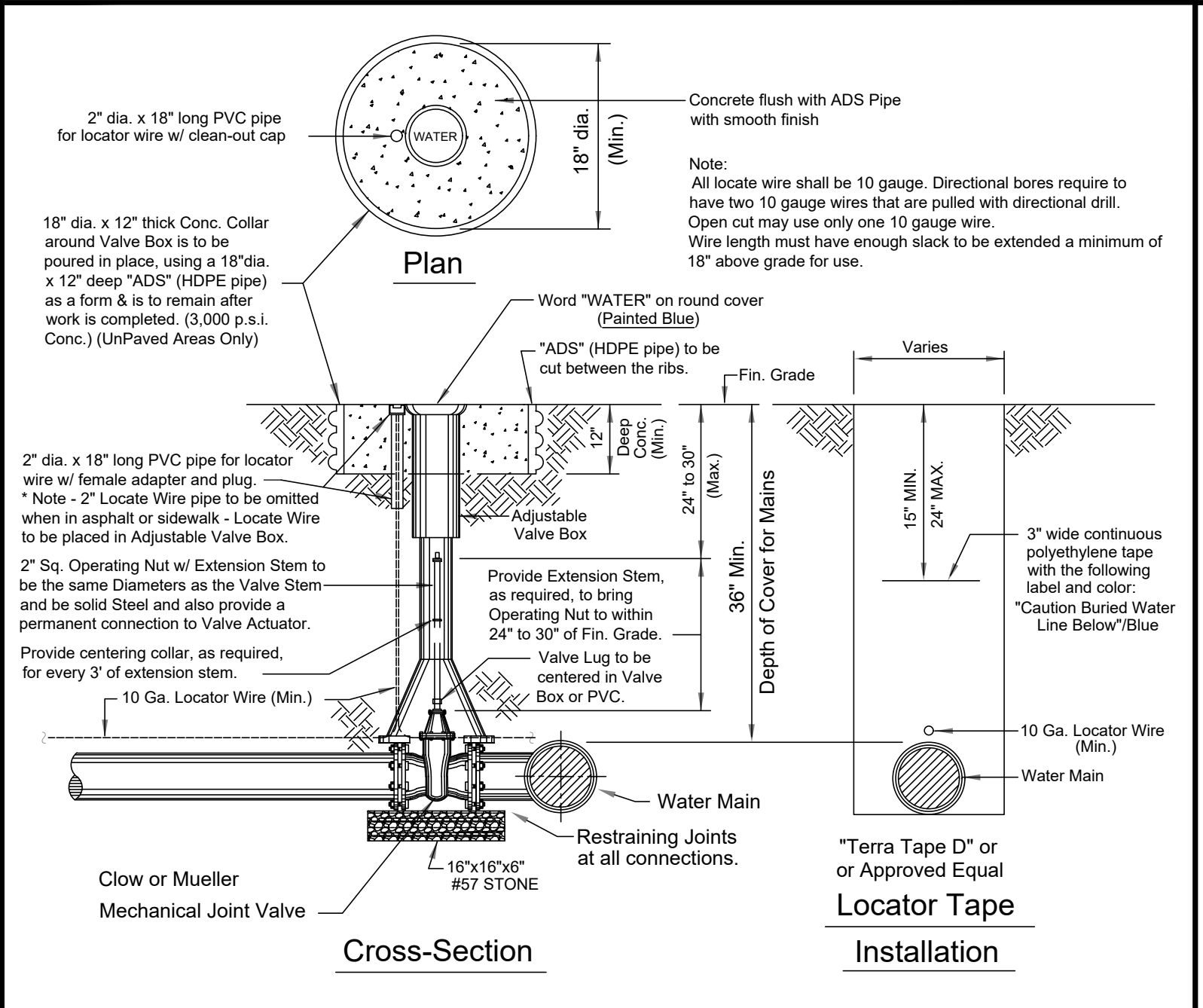
DATE: 10/26/2020 **WATER MAIN SERVICE LINES** **W403**
City of DeLand - Standard Details

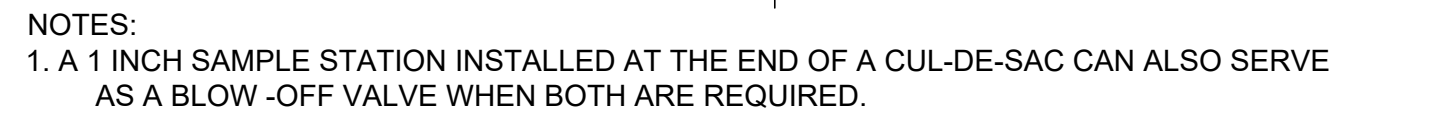


DATE: 10/26/2020 **TAPPING SLEEVE & VALVE** **W407**
City of DeLand - Standard Details

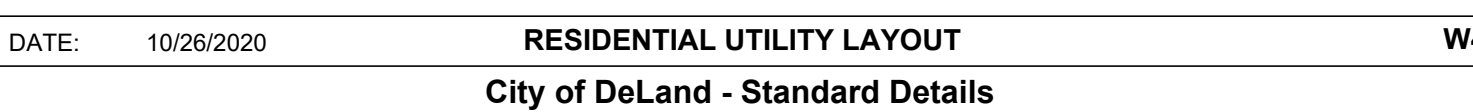


DATE: 10/26/2020 **STAINLESS STEEL TAPPING SLEEVE** **W414**
City of DeLand - Standard Details





ACKNOWLEDGMENTS



DATE: 10/26/2020 REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT LOCATION
City of DeLand - Standard Details

DATE:	10/26/2020	VALVE FOR WATER AND RECLAIM SERVICE LINE	W42
City of DeLand - Standard Details			

3M DYNATEL LOCATING AND MARKING

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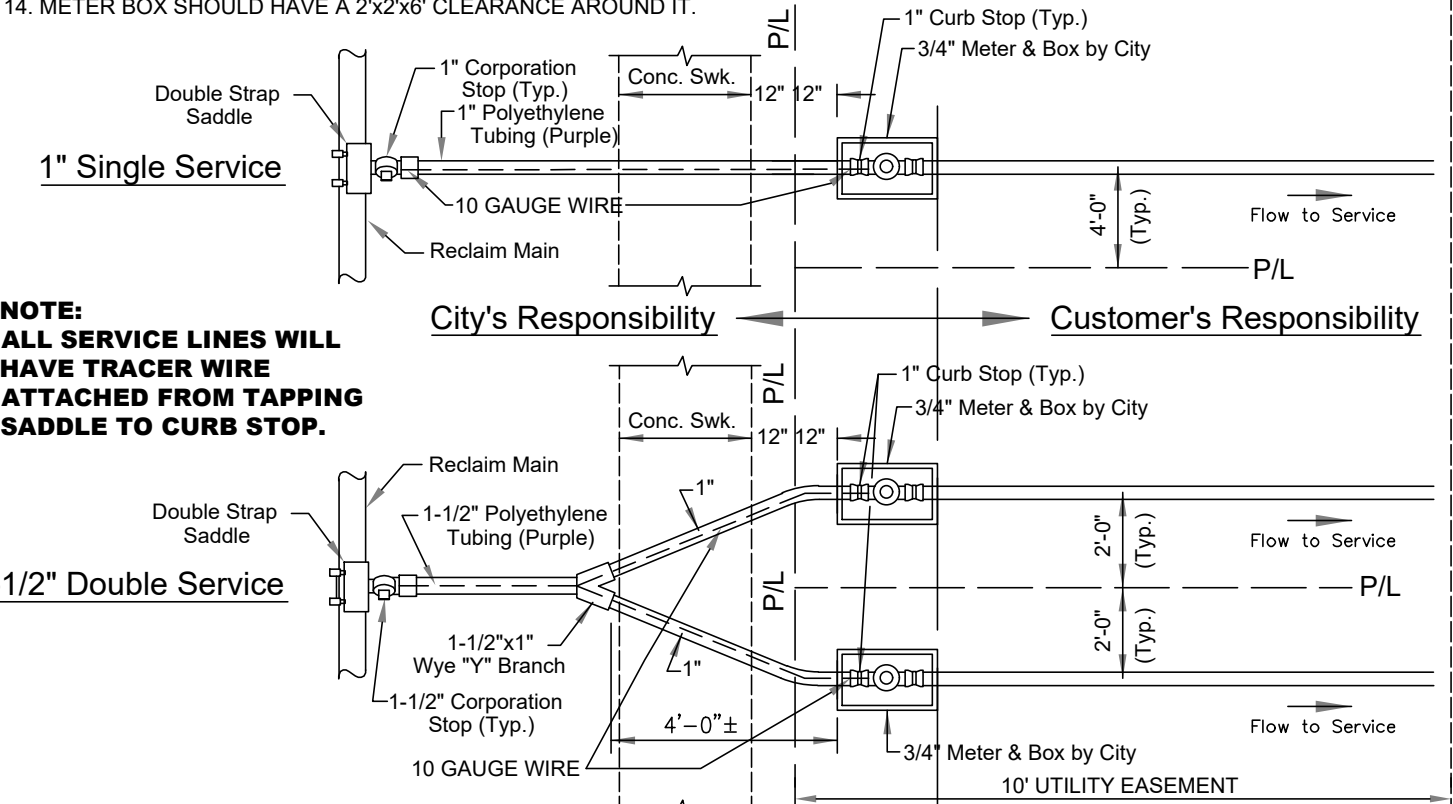
DATE	SCALE
6-21-2021	AS NOTED

MODEL NAME AND CODE (OWNER AND DEALER)

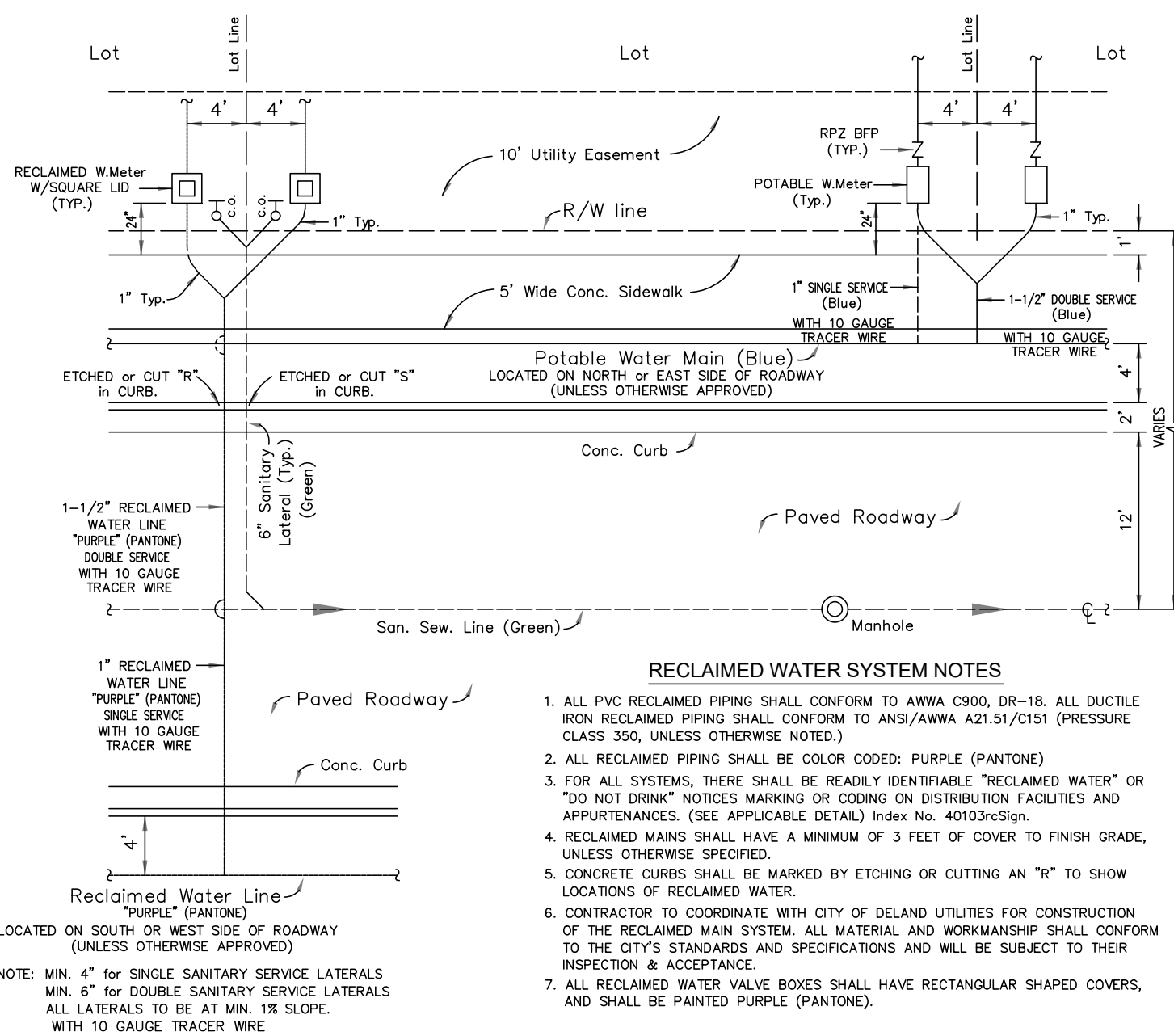
NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUCK P.E. 38565

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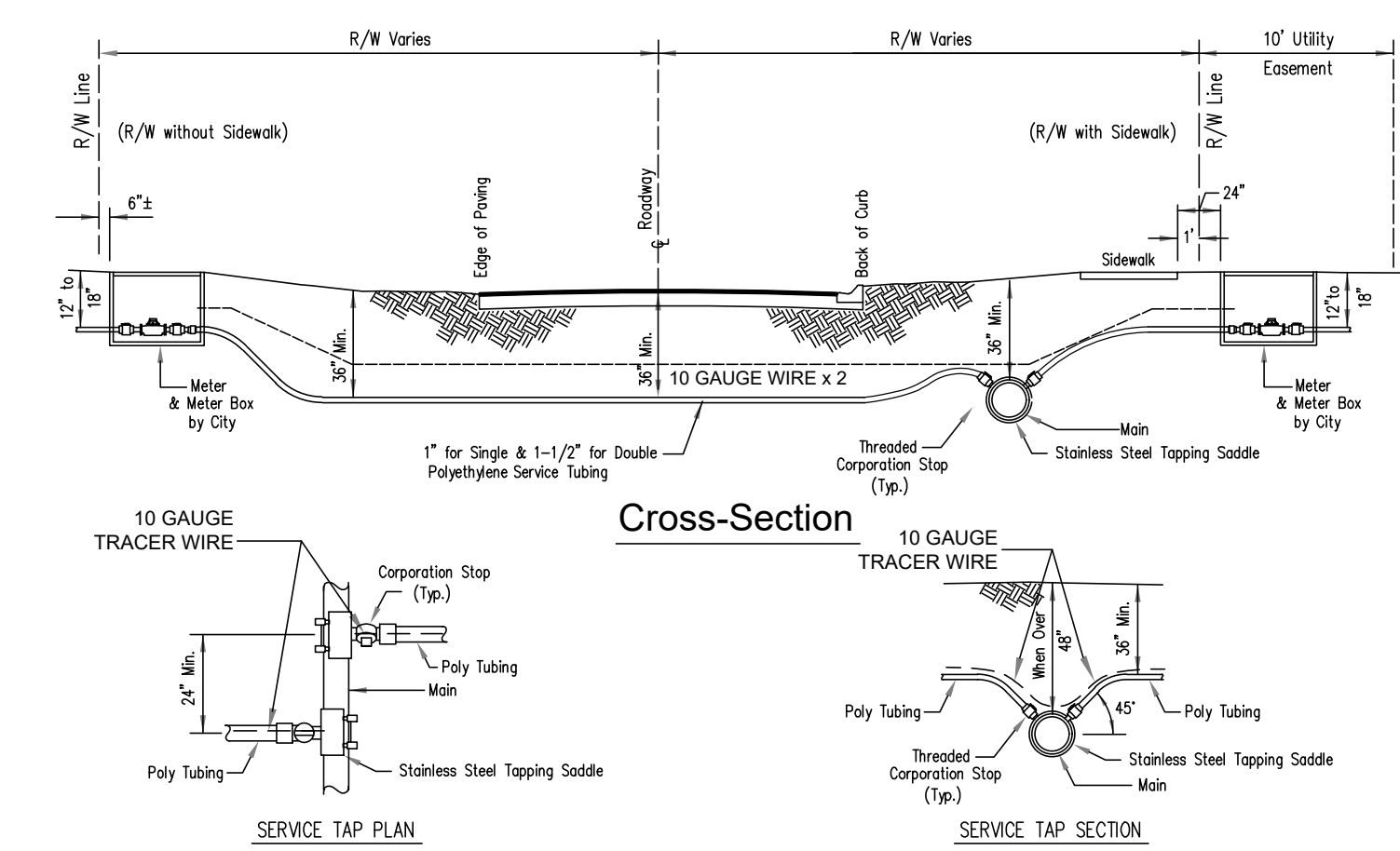
- NOTES:
1. RECLAIM MAINS TO BE ON SOUTH or WEST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
 2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION DRIVEWAYS SHALL NOT BE BUILT OVER METERS.
 3. ALL LINES SHALL BE PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT AFTER SUCCESSFUL COMPLETION OF THE TESTING, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
 4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
 5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" and LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS MIN. 1-1/2" and LARGEST TO ANY MAIN IS 2".
 6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
 7. SINGLE SERVICE TAP SHALL BE 1".
 8. DOUBLE SERVICE TAP SHALL BE 1-1/2".
 9. ALL FITTINGS SHALL BE BRASS ONLY.
 10. ALL CORPORATION STOPS, SHALL BE "FORD" OR "MUELLER" ONLY.
 11. ALL 3/4", 1", 1-1/2", & 2" W.M., SHALL BE SDR 9, 200 psi, ASTM 2737, (PURPLE) POLYETHYLENE TUBING.
 12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
 13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS
 14. METER BOX SHOULD HAVE A 2X2X6" CLEARANCE AROUND IT.



DATE: 10/26/2020 **RECLAIM MAIN SERVICE CONN. WITH SIDEWALK** **R402**
City of DeLand - Standard Details



DATE: 10/26/2020 **RECLAIMED WATER SYSTEM LAYOUT** **R452**
City of DeLand - Standard Details

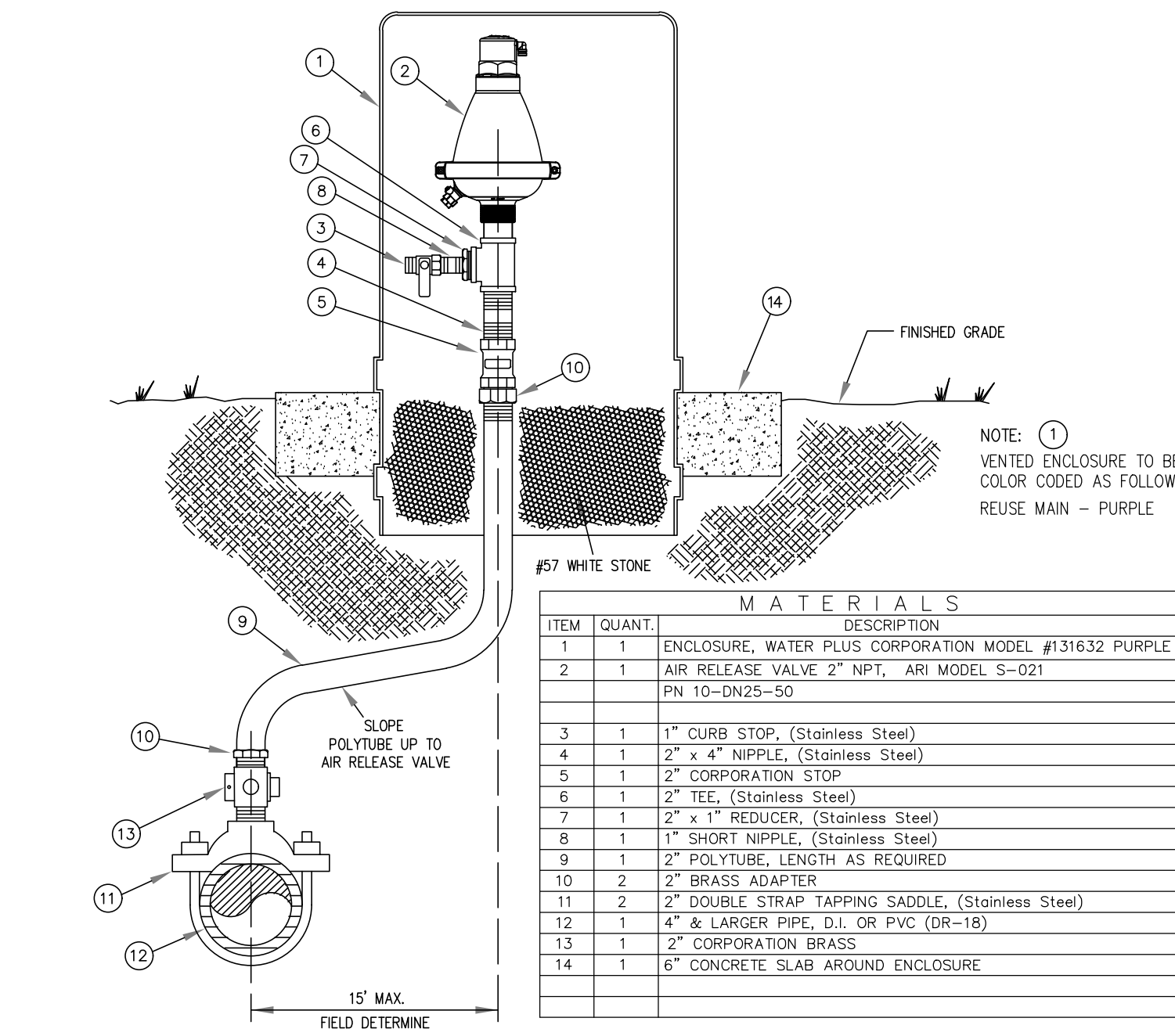


- NOTES:
1. SINGLE RECLAIM SERVICE SHALL BE, 1" POLYETHYLENE TUBING (PURPLE).
 2. DOUBLE RECLAIM SERVICE SHALL BE, 1-1/2" POLYETHYLENE TUBING (PURPLE).
 3. RECLAIM MAINS TO BE MIN. 36" BELOW GRADE and APPROX. 4' BACK OF CURB.
 4. CURB STOP TO BE LOCATED APPROX. 2 FOOT BACK OF RIGHT-OF-WAY and MUST HAVE LOCK WING.
 5. SERVICE LINE TO BE MIN. 36" BELOW GRADE IN RIGHT-OF-WAY.
 6. ALL 3/4", 1", 1-1/2" & 2" R.M., SHALL BE SDR 9, 200 psi, ASTM 2737, (PURPLE) POLYETHYLENE TUBING.
 7. ALL LOCATE WIRE SHALL BE (PURPLE) 10 GAUGE. DIRECTIONAL BORES REQUIRE TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
 8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45' FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM CITY.
 9. ALL LOCATE WIRE SHALL BE 10 GAUGE. DIRECTIONAL BORES REQUIRE TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE 10 GAUGE WIRE.
 10. ALL SERVICE LINES WILL HAVE TRACER WIRE ATTACHED FROM TAPPING SADDLE TO CURB STOP.

DATE: 10/26/2020 **RECLAIM MAIN SERVICE LINES** **R403**
City of DeLand - Standard Details

1. THE CITY OF DeLand's UTILITIES DEPARTMENT (386-626-7250) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS or WEEKENDS) PRIOR TO THE BEGINNING OF ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPOSED RECLAIMED WATER MAIN.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS ARE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIPS AS WELL.
7. ALL SINGLE RESIDENTIAL RECLAIMED WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1-1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE "PURPLE" (PANTONE) IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D3350, D2239, D2737, N.S.F.-14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS. ACCEPTABLE MANUFACTURERS: ENDOT ENDCORE RWT OR APPROVED EQUAL
8. REFER TO "NEW POTABLE AND REUSE SERVICE WHIP" R426.
9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET.
10. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES MUELLER OR CLOW:
 - A. STANDARD GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-500) OR RESILIENT SEAT GATE VALVES (AWWA C-509)
 - B. TAPPING VALVES WITH MECHANICAL OR STAINLESS STEEL TAPPING SLEEVE.
12. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE (PANTONE) TO MAKE THEM PLAINLY DISTINGUISHABLE.
13. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.

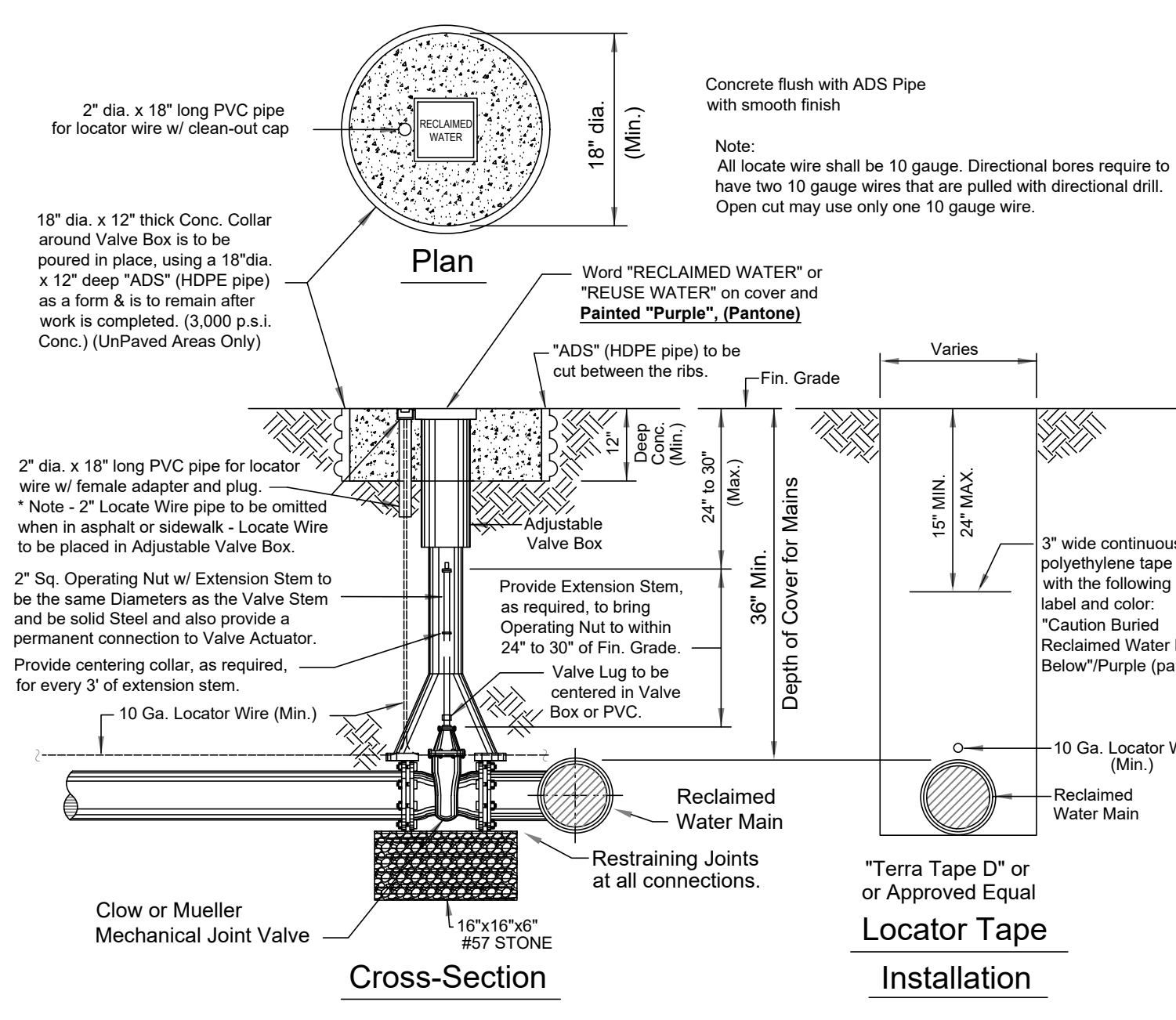
DATE: 10/26/2020 **RECLAIMED WATER NOTES - 1 OF 3** **R460**
City of DeLand - Standard Details



DATE: 10/26/2020 **OFFSET AIR RELEASE VALVE** **R421**
City of DeLand - Standard Details

14. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
15. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 48 HOURS PRIOR TO BEGINNING OF ANY FULL-DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA POTABLE WATER DIAMETER. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN.
16. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 4" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
17. RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900 OR C-905, CL 150 (COLOR: "PURPLE" PANTONE) OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED UNLESS APPROVED OTHERWISE BY THE CITY.
18. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
19. MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES. SEE DETAILS W408 AND W409.
20. GRIPPER RING GASKETS BY ROMAC MAY BE USED AS APPROPRIATE FOR RESTRAINED PRESSURE PIPE TO FITTINGS, VALVES, ETC.
21. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF DeLand UTILITIES AND "AS-BUILT'S" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
22. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR "PURPLE" (PANTONE) COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
23. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "R". VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "X" SET INTO THE CURB.
24. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES NEED TO BE OFFSET, DUE TO SEWER LATERAL CONNECTION, 1" SINGLE SERVICES SHALL BE SPECIFIED, THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 4.0'.

DATE: 10/26/2020 **RECLAIMED WATER NOTES - 2 OF 3** **R461**
City of DeLand - Standard Details



DATE: 10/26/2020 **RECLAIMED WATER VALVE SETTING** **R450**
City of DeLand - Standard Details

25. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF THREE (3) FEET (OUTSIDE TO OUTSIDE), TEN (10) FEET PREFERRED. A MINIMUM VERTICAL SEPARATION OF SIX (6) INCHES, IF WATER MAIN IS ABOVE STORM, SAN, SEW, & RECLAIMED MAINS. A MINIMUM VERTICAL SEPARATION OF EIGHTEEN (18) INCHES, IF WATER MAIN IS BELOW STORM, SAN, SEW, & RECLAIMED MAINS. (Ref Detail W420)
26. NO RECLAIMED WATER HOSE BIBBS ARE PERMITTED.
27. A 75-FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
28. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
29. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CONTRACTOR AND WITNESSED BY THE CITY INSPECTOR. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOUR NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE CITY'S UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE DAY, UNLESS ALTERNATE TIMES HAVE BEEN APPROVED BY THE CITY.
30. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
31. ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY, SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL PROVIDE DIMENSION OF THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
32. ALL HDPE PIPE RECLAIMED WATER MAINS SHALL BE SDR 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
33. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
34. RECLAIMED WATER HYDRANTS ARE NOT ALLOWED BY THE CITY.
35. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT "NEW" SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
36. LARGE RECLAIMED WATER METERS GREATER THAN 2" TAKES A MINIMUM OF 6 WEEKS FOR DELIVERY. IN ADDITION, ALL METERS AND VAULTS GREATER THAN 2" SHALL BE INSTALLED BY THE OWNER/ DEVELOPER OR CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY. AFTER ALL FEES HAVE BEEN PAID.
37. TYPICALLY, THE CITY PREFERS DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
38. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED "PURPLE" (PANTONE) AND LABELED REUSE OR RECLAIM.

DATE: 10/26/2020 **RECLAIMED WATER NOTES - 3 OF 3** **R462**
City of DeLand - Standard Details

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE NO. EB5479
880 AIRPORT ROAD, SUITE. 113
ORLANDO BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-9927

PLUM TREE TOWNHOMES
DELAND, FL
RECLAIM DETAILS

NO.	DATE	CITY COMMENTS	KAB	REVISION	BY
2	12/19/21		KAB		
1	7/27/21		KAB		

DESIGNER	FILE	DATE	DRAWN BY	SCALE	AS NOTED
KAB	2034-1	6-21-2021	WIS		

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUCK P.E. 18545

SHEET
C014

ROADWAY CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE. AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY.
3. NOTIFY THE CITY'S ENGINEERING DIVISION 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE COUNTY MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF DeLand, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY'S ENGINEERING DIVISION WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO THE CITY PRIOR TO REQUESTING A FINAL INSPECTION.
9. PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY ENGINEERING DIVISION AND CITY'S INSPECTOR.
10. ALL PERSONS PERFORMING WORK SHALL BE APPROPRIATELY LICENSED AND OR CERTIFIED IN ACCORDANCE WITH CITY REQUIREMENTS
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY ENGINEERING DIVISION.

6. ALL CURB OR SLOPE OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODED. ALL SLOPES GREATER THAN 6% SHALL BE SODED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
7. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.2% - 1.0%	SEEDING AND MULCHING
1.0% - 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING
8. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELL/SOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.
9. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
10. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
11. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
12. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
13. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
14. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST, RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%)
15. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE COUNTY AT THE OF PLACEMENT.
16. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE COUNTY TO INSURE THAT DESIGN MIXES MEET STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. AN "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE – PAINTED BLUE.
21. AN "V" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES – PAINTED GREEN FOR SEWER AND PANTONE PURPLE FOR RECLAIM.
22. A "S" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES – PAINTED GREEN.
23. A "R" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES – PAINTED PANTONE PURPLE.
24. A "W" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES – PAINTED BLUE.

29. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPS SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS AS APPLICABLE
30. STANDARD TURNING RADII FOR INTERSECTIONS:

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'
31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATION (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.
34. UTILITY DEPTH:
 - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
 - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.
 - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES

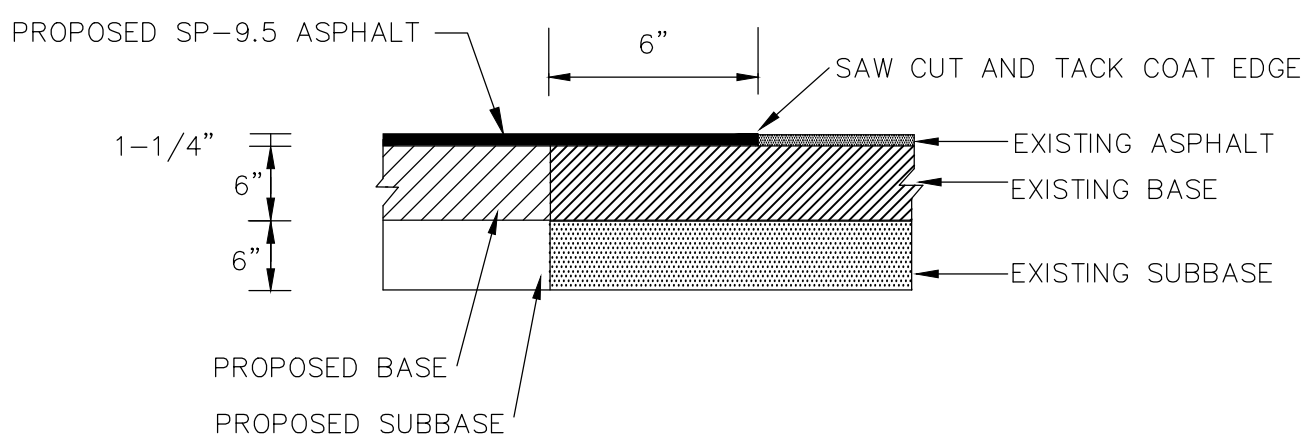
1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLOPE OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT WHERE THE CROWN PROVIDES THE RIGHT-OF-WAY REMAINS WITHIN THE RIGHT-OF-WAY AND IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO ALLOW FOR A MORE RAPID TRANSITION IN THE ADJACENT ROADWAY.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A. AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE PLACEMENTS FROM SECTIONS WITH WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH IS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED BY THE CITY AND SPECIFIED JOINT MATERIAL SHALL BE EITHER PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 OF THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM 12 FEET ON CENTER.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, SOFT, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE COUNTY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT. IF THE COMPACTION TEST RESULTS SHOW THAT THE SUBSURFACE OF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP, WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FILL DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INITIATED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMWORK HAS BEEN SET AND THE CITY ACCEPTS THE PREPARATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ADJUTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE COUNTY CODE. ANY DAMAGE TO THE SECTION DATA SHALL BE RESPONSIBLE TO AGENCY FOR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE REPAIRED AND RESEED OR REGRADED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

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1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROWSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

-
- 1.6" MIN.
2.4" MAX.
- ≤ 2"
- 1.6" MIN.
2.4" MAX.
- ≤ 2"
- 0.9" MIN.
1.4" MAX.
- INTEGRAL DOME
- 0.2" ± 0.02"
- BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



NOTE: WHERE PAVEMENT JOINT OCCURS IN COUNTY RIGHT-OF-WAY, REFER TO DETAIL ON SHEET C023 FOR PAVEMENT SECTION.

STANDARD CONSTRUCTION DETAIL

SIDEWALK NOTES

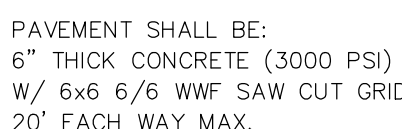
STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKE PATH RAMP
NTS

STANDARD CONSTRUCTION DETAIL

PAVEMENT BUTT JOINT

2	12/9/21	CITY COMMENTS	KAB
1	7/27/21	CITY COMMENTS	KAB
NO.	DATE	REVISION	BY

DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED





TYPE C

TYPE D

TYPE E



NOTE: Steel Grates Are Required On Inlets With Traversable Slots And On Inlets where Bicycle Traffic Is Anticipated.

GENERAL NOTES

- 

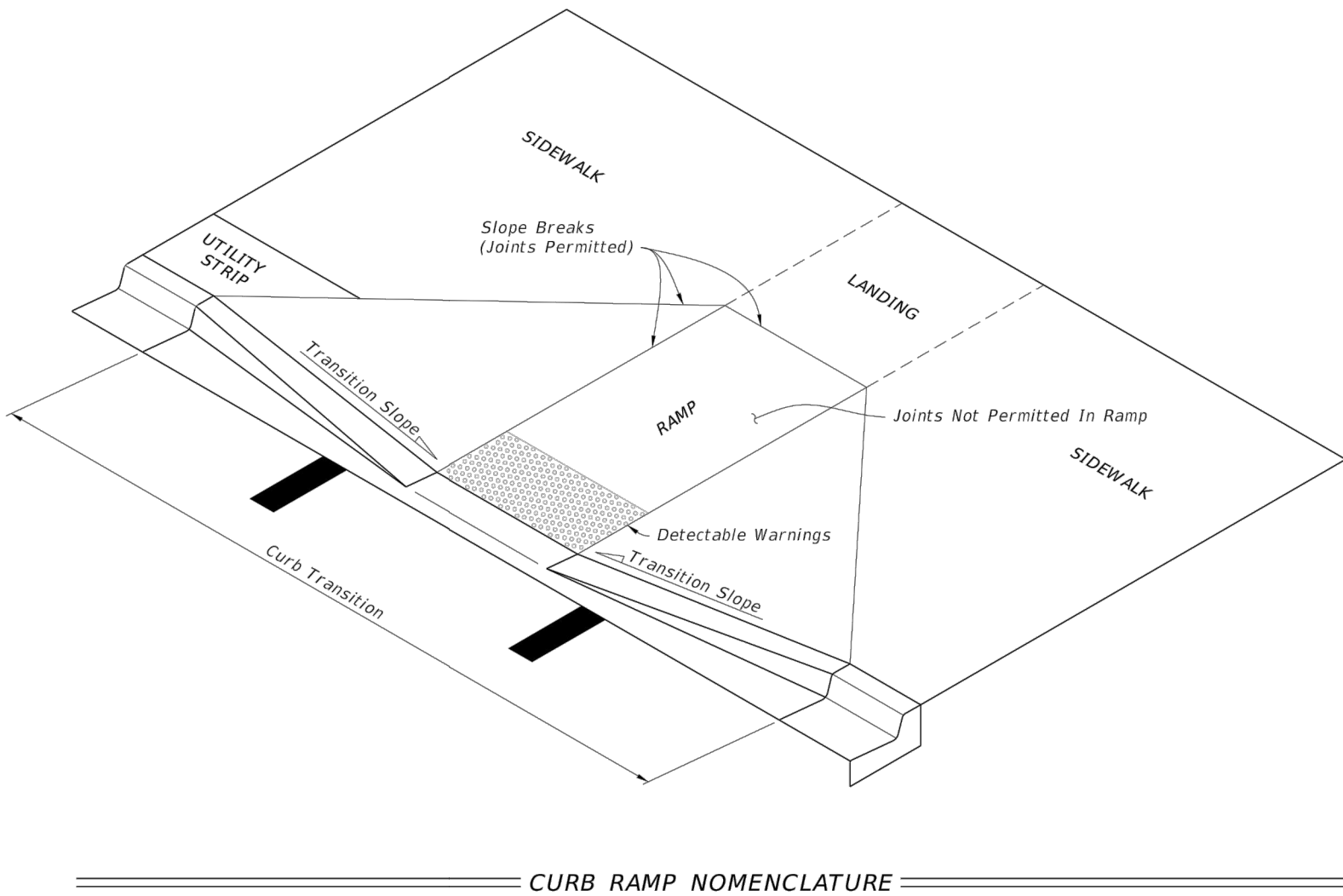


DESIGNER	FILE	DATE
KAB	2034-1	6-21-2021
DRAWN BY	PROJECT	SCALE
WRS	2034-1	AS NOTED

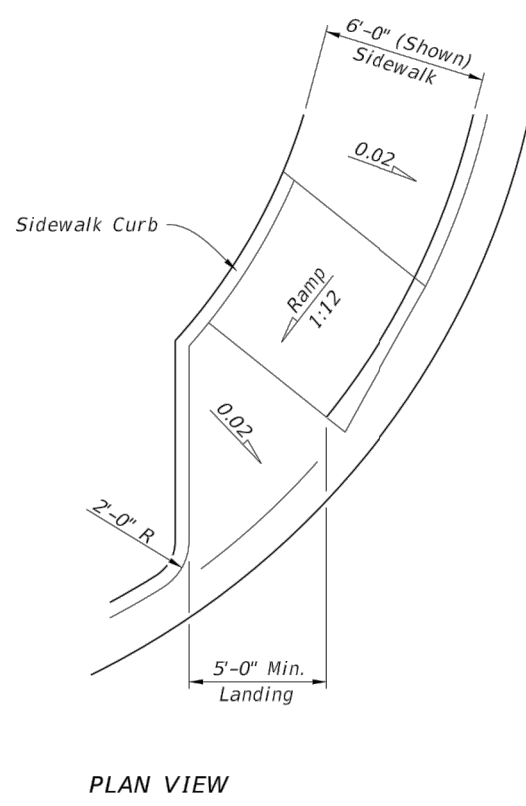
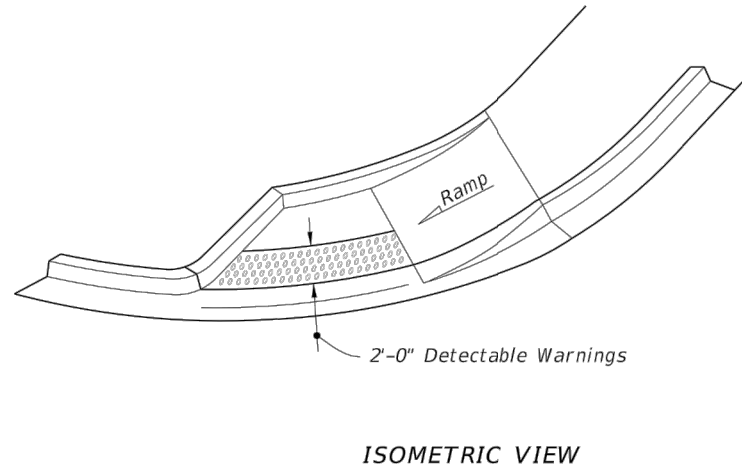
SHEET
C018

GENERAL NOTES:

1. Cross Slopes and Grades:
- A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
- B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
- C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
- D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
- A. Refer to Index 522-001 for concrete thickness and sidewalk details.
- B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
- A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
- B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
- A. Install detectable warnings in accordance with Specification 527.
- B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
- C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

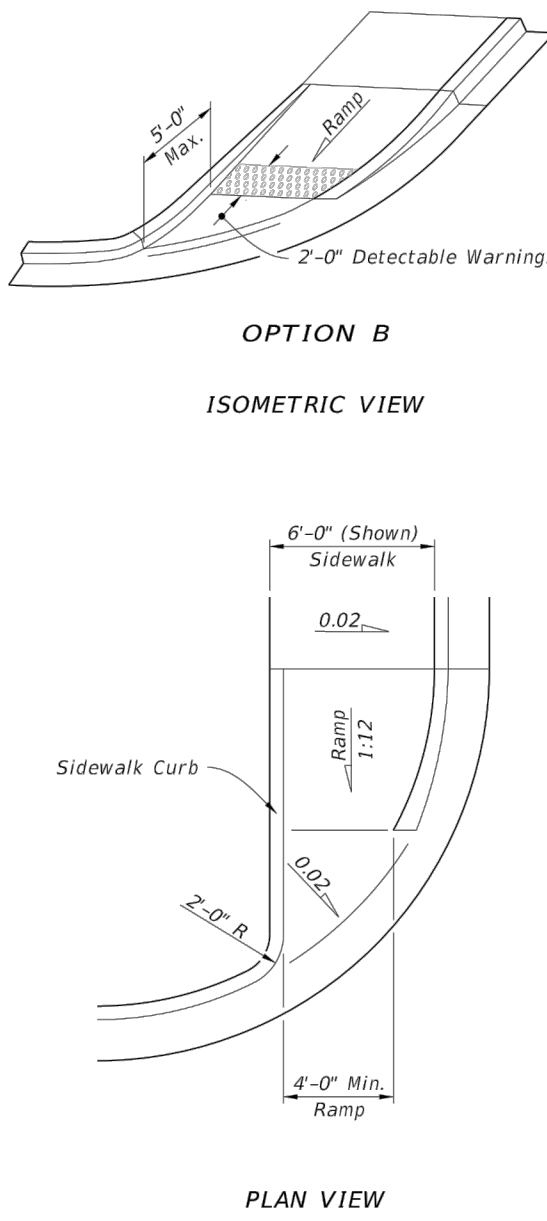
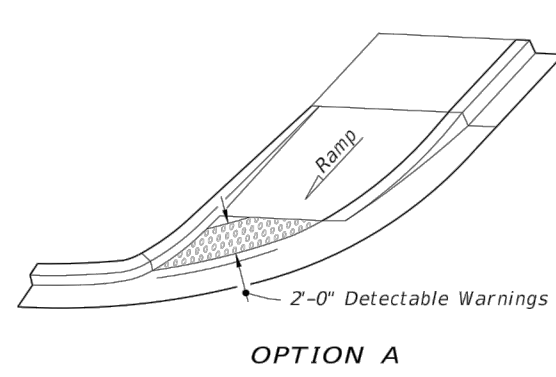
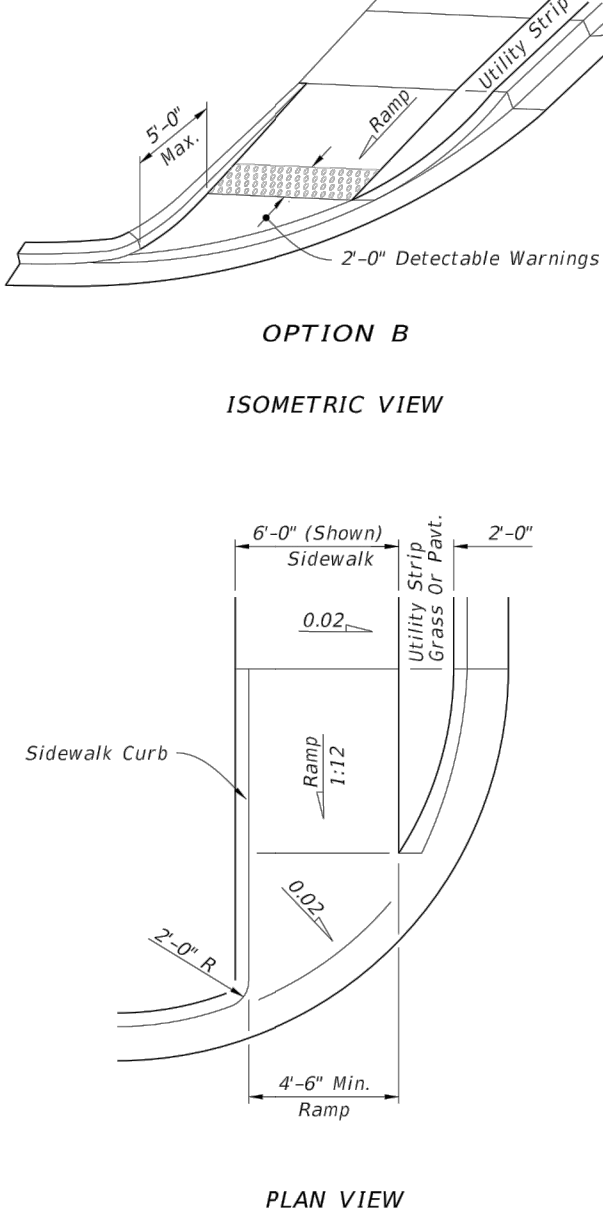
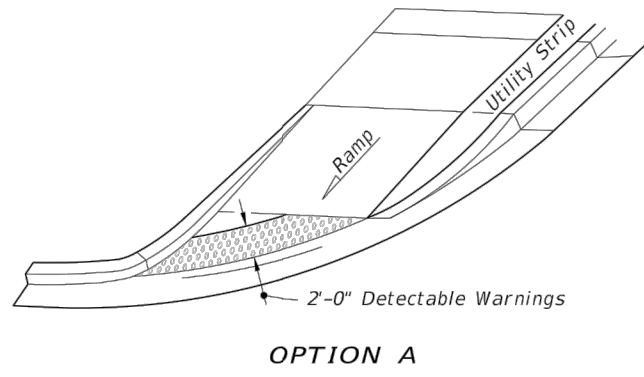
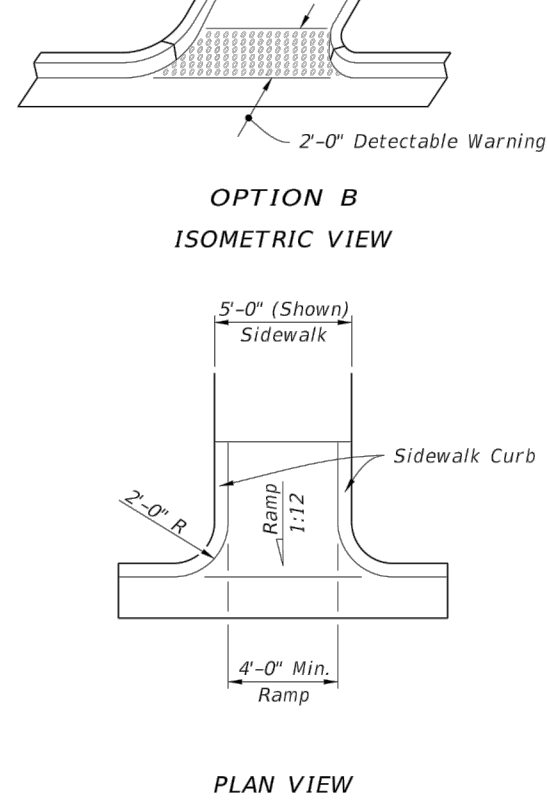
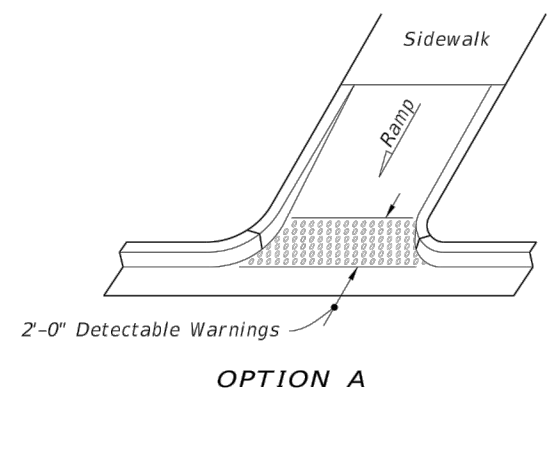


LAST REVISION	DESCRIPTION:	FY 2021-22 STANDARD PLANS	INDEX	SHEET
11/01/20			522-002	1 of 7



10/12/2020 7:58:37 AM

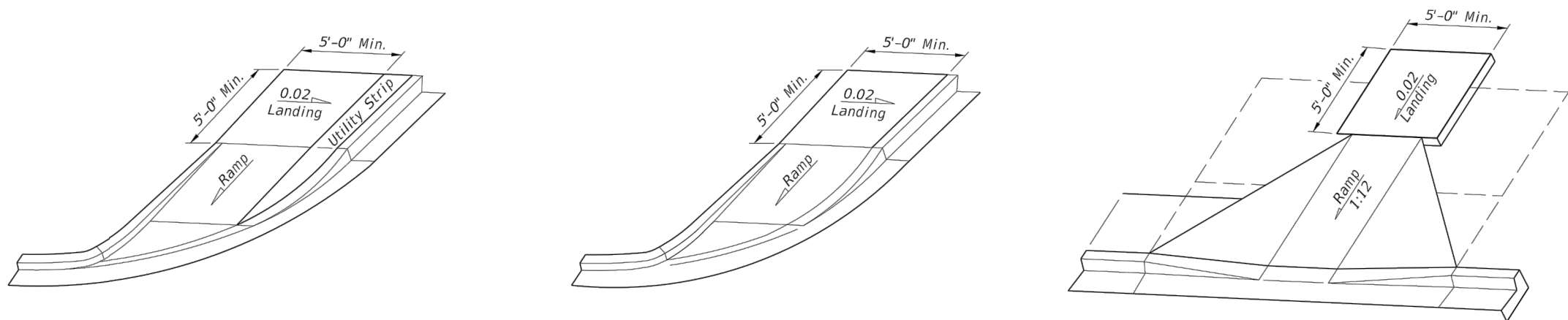
LAST REVISION	DESCRIPTION:	FY 2021-22 STANDARD PLANS	INDEX	SHEET
11/01/20			522-002	1 of 7



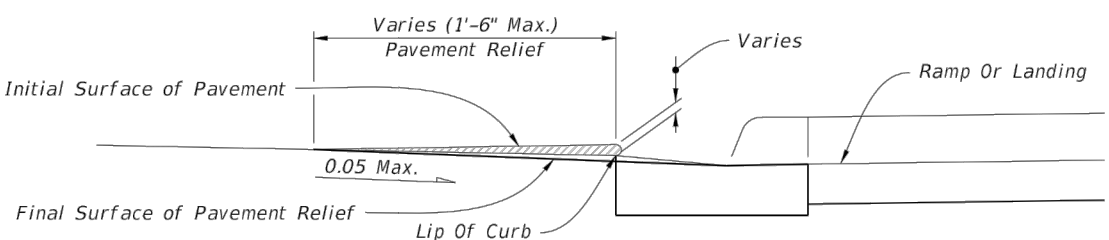
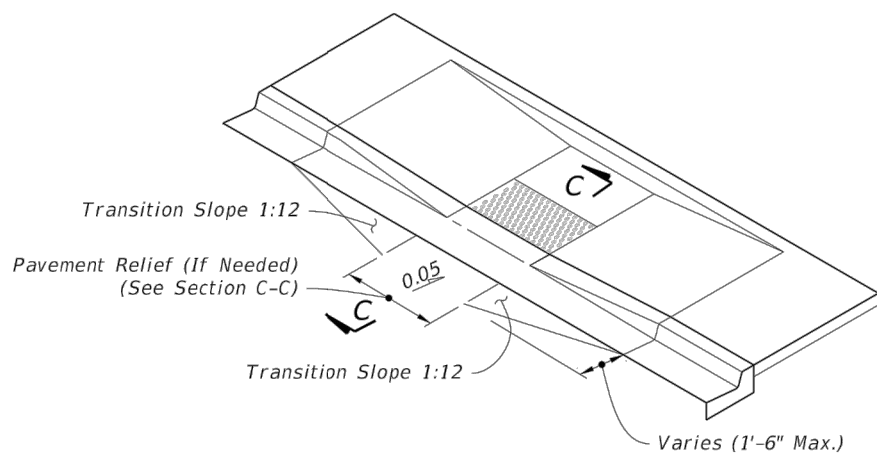
SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE NO. EB5479
880 AIRPORT ROAD, SUITE. 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-5927

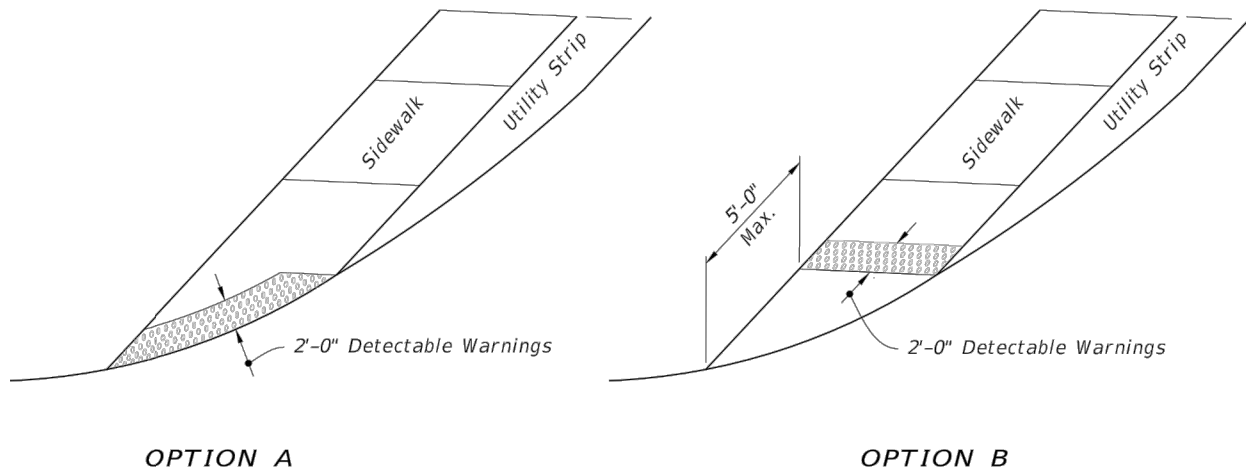
PLUM TREE TOWNHOMES
DELAND, FL
FDOT DETAILS



LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS
(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



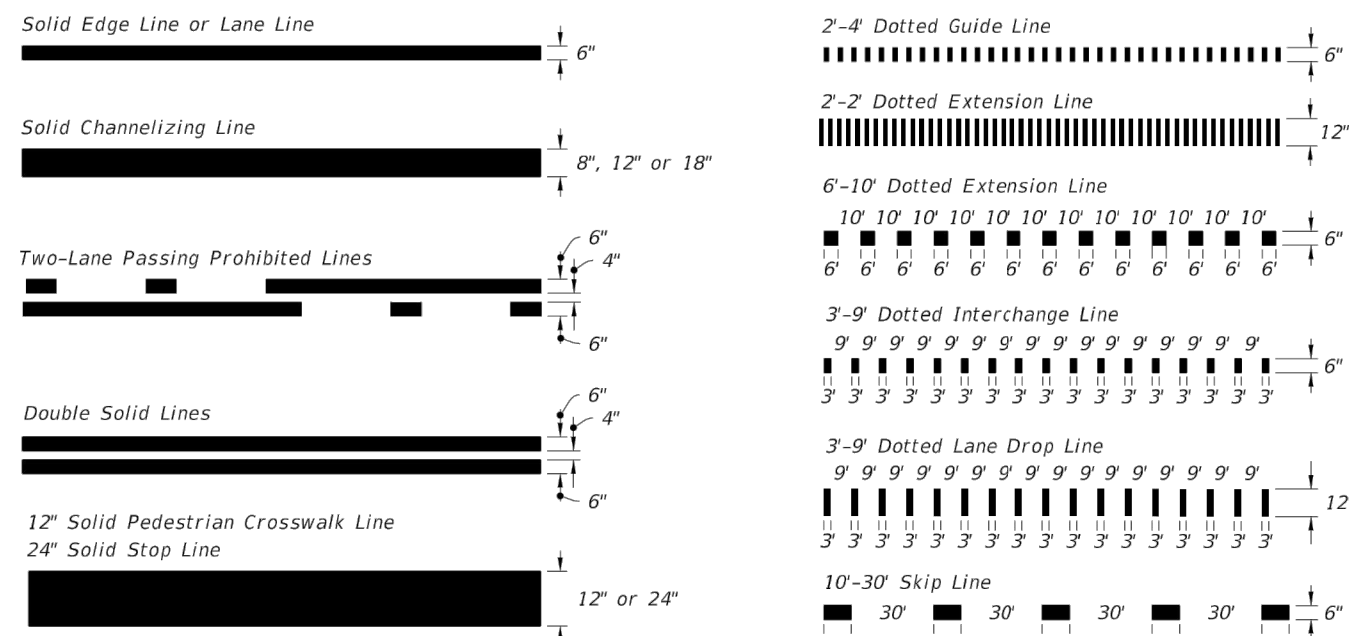
NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding.



DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

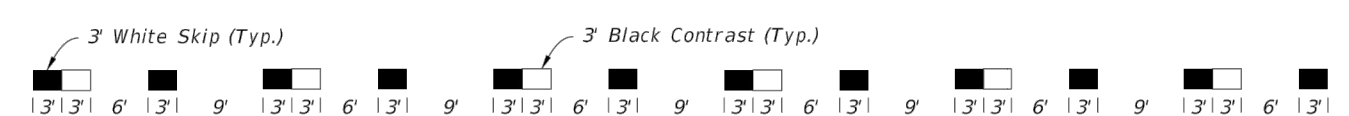
LAST REVISION	DESCRIPTION:	FY 2021-22 STANDARD PLANS	INDEX	SHEET
11/01/20			522-002	6 of 7



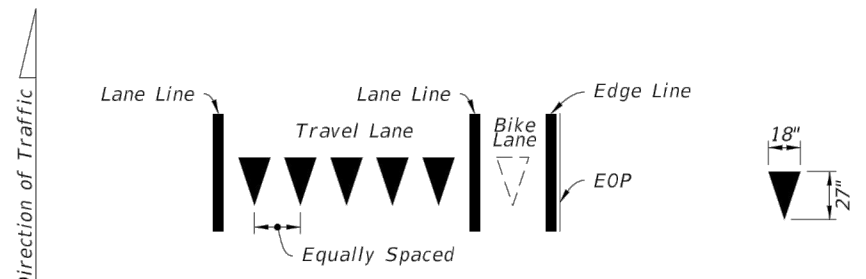
PAVEMENT MARKING LINES



10'-30' SKIP LINE WITH SHADOW MARKINGS



DOTTED LINE WITH ALTERNATING SHADOW MARKINGS
(3'-9' Dotted Line Shown, Other Dotted Lines Similar)



YIELD LINES

Yield Lines consist of five - 18" X 27" white triangles which face traffic. Equally space triangles within traffic lane. When a bike lane is present, add one additional triangle in the center of the bike lane.

LAST REVISION	DESCRIPTION:	FY 2021-22 STANDARD PLANS	INDEX	SHEET
11/01/19			711-001	2 of 13

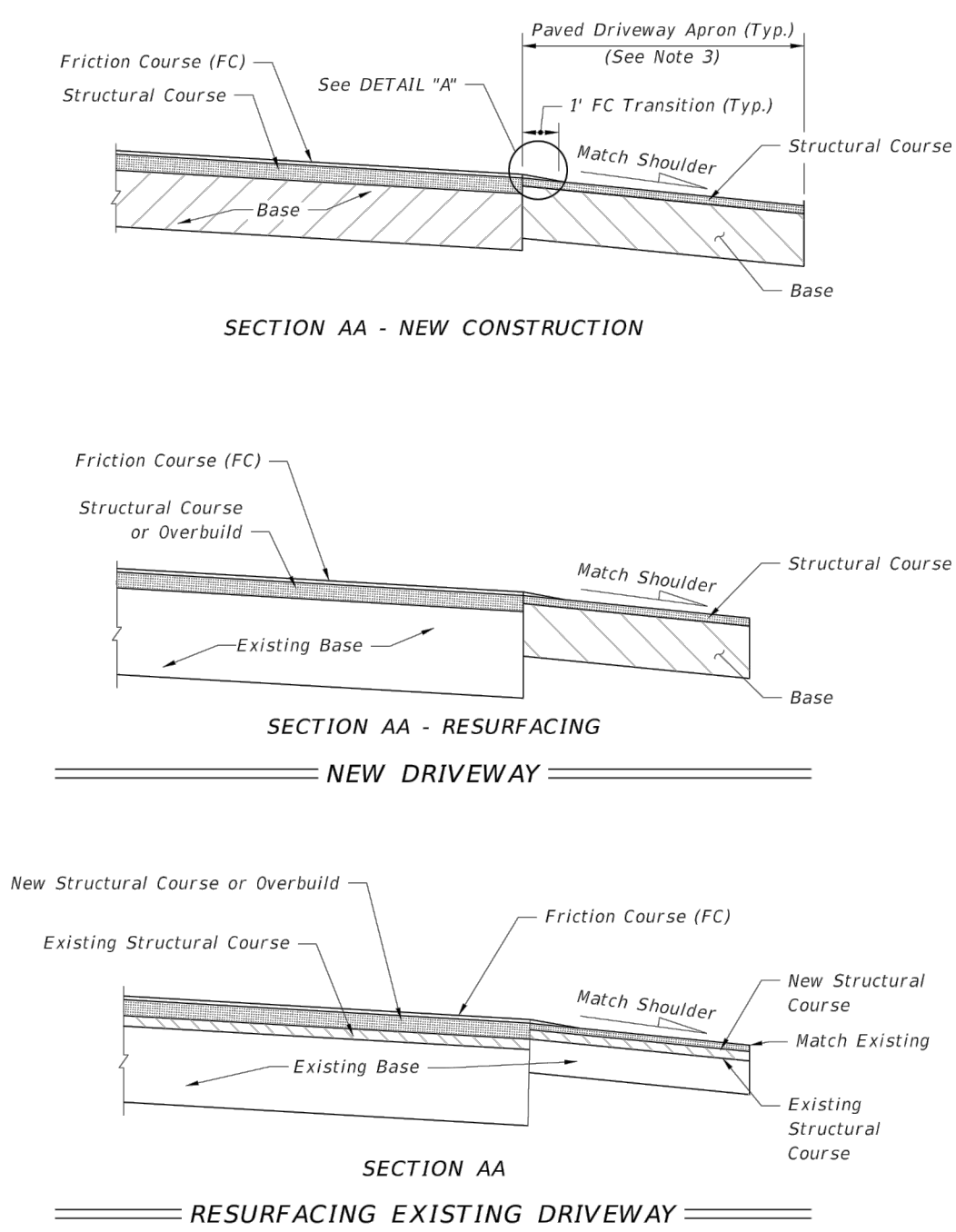
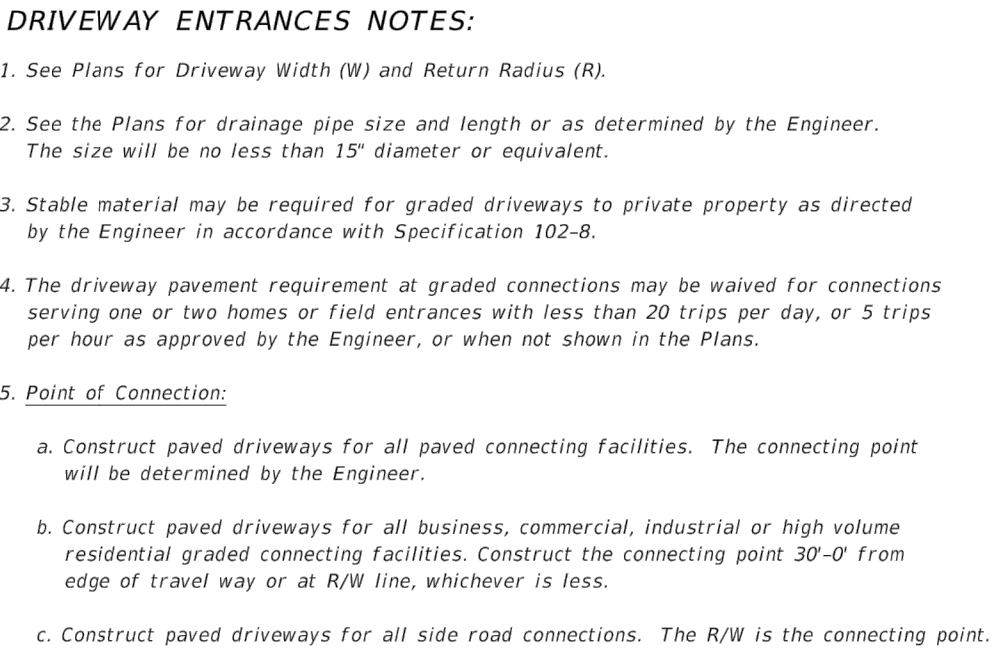
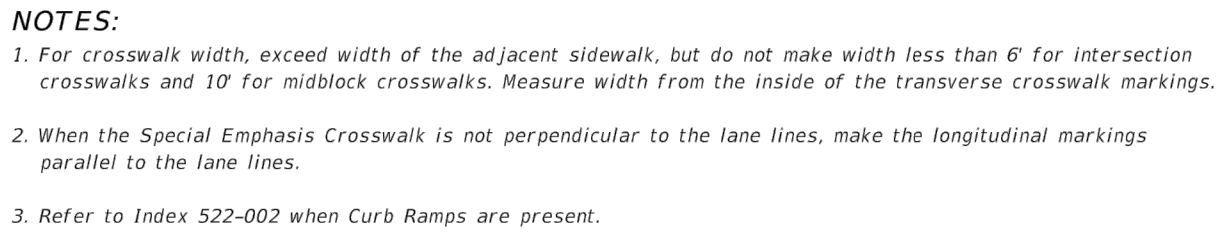
DATE	FILE	DESIGNER	NO.	DATE	REVISION	BY
6-21-2021	2034-1	KAB	2	12/9/21	CITY COMMENTS	KAB
			1	7/27/21	CITY COMMENTS	KAB

DATE	FILE	DESIGNER	NO.	DATE	REVISION	BY
6-21-2021	2034-1	KAB	2	12/9/21	CITY COMMENTS	KAB
			1	7/27/21	CITY COMMENTS	KAB

DATE	FILE	DESIGNER	NO.	DATE	REVISION	BY
6-21-2021	2034-1	KAB	2	12/9/21	CITY COMMENTS	KAB
			1	7/27/21	CITY COMMENTS	KAB

DATE	FILE	DESIGNER	NO.	DATE	REVISION	BY
6-21-2021	2034-1	KAB	2	12/9/21	CITY COMMENTS	KAB
			1	7/27/21	CITY COMMENTS	KAB

SHEET
C020



Course	Materials	Minimum Thickness (in.)	
		Connections	Roadway*
Structural	Asphaltic Concrete	1½"	1½"
Bases	Optional Base (See Specification 285)	O.B.G. 2	O.B.G. 3

* Travel way flares (bypass lanes), auxiliary lanes serving more than a single connection, and all me crossovers including their auxiliary lanes and/or transition tapers.



PLUM TREE TOWNHOMES
DELAND, FL
FDOT DETAILS

DESIGNER KAB	FILE 2034-1	DATE 6-21-2021
DRAWN BY WRS	PROJECT 2034-1	SCALE AS NOTED

NOT VALID UNLESS SIGNED AND SEALED
KIMBERLY A. BUCK P.E. 38565

SHEET
C021

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Resolution Approving Final Plat, Addison Landing.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Final Plat

APPROVED BY: Michael Pleus, City Manager, January 13, 2022

SUMMARY/HIGHLIGHT:

The applicant, Jon Droor of Mattamy Orlando LLC, is requesting approval of the final plat for the Addison Landing subdivision located at 1825 N. Spring Garden Ave. The subdivision will contain 83 single-family lots on 32.918 acres. The adopted PD agreement allows for lot sizes ranging from 55 to 85 ft. in width. All lots in the proposed subdivision meet the minimum dimensions and lot area standards for the PD. The subdivision also includes recreation facilities for residents, including a centralized pocket park with tot-lot; dog park and play field at the south end, along with parking facilities; and an 8-ft. paved multi-use trail connecting the southern facilities with Greens Dairy Rd. Access to the subdivision will be via 2 separate roadways, both off of N. Spring Garden Ave. A right-of-way tract has also been dedicated on the southern end of the project to provide for connection to any future development of the neighboring parcel to the southwest.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of the final plat will allow the developer to sell the lots and construct new homes on said lots. As the project is developed, properties will be added to the City's tax roll with subsequent demand for city services.

RECOMMENDATION:

Staff finds the proposed final plat to be consistent with the "Mirtha Cox" PD and recommends approval of Addison Landing subdivision, subject to resolution of remaining Legal and Surveyor comments.

BACKGROUND/DISCUSSION:

The applicant, Jon Droor for the owner Mattamy Orlando LLC, has submitted a final plat for Addison Landing. The preliminary plat for 83 single-family lots was approved on December 20, 2020. The preliminary plat allows the developer to construct the infrastructure. As the infrastructure construction nears completion, final plats are submitted for sections that the developer intends to initiate construction of single-family homes.

The Technical Review Committee (TRC) reviewed the final plat at their October 21, 2021 meeting. The comments from the

TRC have been addressed by the applicant. However, there may be additional comments from the City Surveyor and Legal Department pending.

Utilities Comments: (Note)

1. Fair Share Agreement was signed but fee has not been paid yet. Fees need to be paid before any acceptance of utilities occurs.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE FINAL SUBDIVISION PLAT FOR ADDISON
LANDING, LOCATED AT 1825 NORTH SPRING GARDEN AVENUE;
PROVIDING FOR A CONDITIONS AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Jon Droor, on behalf of the owner, Mattamy Orlando, LLC, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Addison Landing; and

WHEREAS, the applicant intends to develop the subject property into 83 single family lots; and

WHEREAS, on October 21, 2021, the Technical Review Committee (TRC) approved the final plat.

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

Section 1. The City Commission hereby approves the final subdivision plat for Addison Landing on the condition that the applicant shall comply with any and all comments and or revisions from the City Surveyor, City Engineer, and City Attorney.

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

PASSED AND DULY ADOPTED this 18th day of January, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

ADDISON LANDING
A PORTION OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 5
DRAFT: 12-20-2021

MAP
BOOK PAGE

ADDISON LANDING
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Mattamy Orlando, LLC, being the owner in fee simple of the lands described in this plat, entitled "ADDISON LANDING", located in the City of DeLand, Volusia County, Florida, does hereby dedicate said lands and plat for the uses and purposes herein expressed and hereby dedicates and conveys Tract "C" (lift station) to the City of DeLand; dedicates and conveys Tract "B" (future right-of-way) to the County of Volusia; dedicates and conveys Tracts "D", "E", "F" and "G" (tree protection area, landscape buffer and open space), Tracts "H" and "I" (park/amenity area), and Tracts "J" and "K" (stormwater management area) to the Addison Landing Homeowners Association, Inc.; and dedicates Tract "A" (future right-of-way) and all streets and utility easements described in this plat to the perpetual use of the public.

AND IN WITNESS WHEREOF, has caused these presents to be signed by the owner named below on this day of , 2021

MATTAMY ORLANDO LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
David Baselice, Vice-President _____
signature
print name
WITNESS: _____
signature
print name

STATE of FLORIDA
County of _____

The foregoing instrument was acknowledged before me by means of _____ 2021
☐ physical presence or ☐ online notarization on _____
by David Baselice, Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company, ☐ who is personally known to me and ☐ who produced _____ as identification.

(AFFIX NOTARY SEAL)

Signature of Notary Public _____

Print Name of Notary Public _____

My Commission Expires: _____

Commission Number: _____

QUALIFICATION AND STATEMENT OF
SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Florida Registered Surveyor and Mapper, that the foregoing plat was prepared under my direction and supervision; that Permanent Reference Monuments will be placed before recording of this plat and that Permanent Control Points will be placed as required by all State and Local Regulations and that this plat complies with all of the survey requirements of Chapter 177, Florida Statutes. The land described hereon lies in Section 32, Township 16 South, Range 30 East, City of DeLand, Volusia County, Florida.

Date: _____ Signed: David M. McDermott
Associated Land Surveying & Mapping, Inc. Florida Registered Surveyor
1681 Powell Street and Mapper
Longwood, FL, 32750 Certificate No. LS 4779
Certificate of Authorization No. LB 6767

CERTIFICATE OF APPROVAL BY
THE CITY COMMISSION

The DeLand City Commission does hereby approve the final plat of:

Addison Landing

Mayor, City of DeLand _____ Date _____

CERTIFICATE OF APPROVAL BY
CITY SURVEYOR

THIS IS TO CERTIFY, That on _____
this plat was approved.

By: _____
Jeff W. Barnes, PSM No. 5576
City Registered Surveyor

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____

Clerk of the Circuit Court
in and for Volusia County, Florida

File Number

LEGAL DESCRIPTION:

A PORTION OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

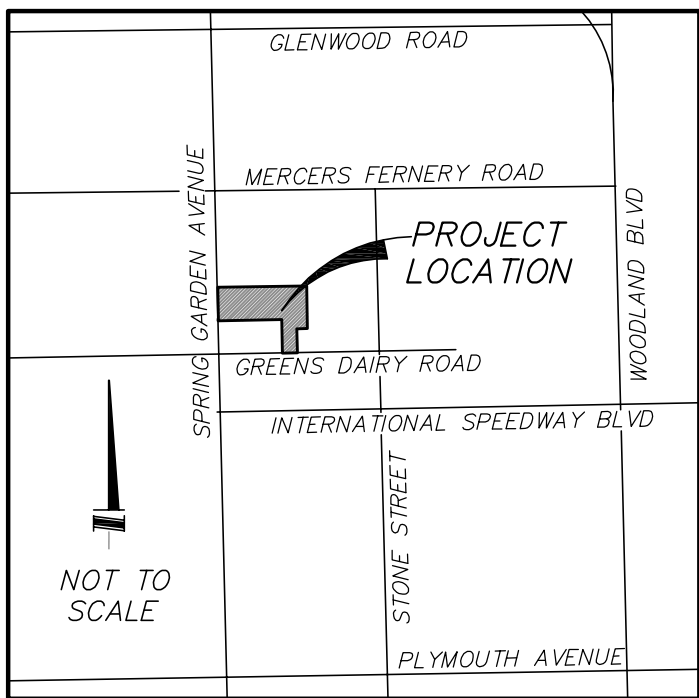
COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S 88°42'28" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 A DISTANCE OF 1027.72 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 480 FEET OF THE EAST 211 FEET OF THE WEST 1/2 OF THE WEST 15 AND 1/2 CHAINS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 AND THE POINT OF BEGINNING; THENCE CONTINUE S 88°42'28" W ALONG SAID SOUTH LINE A DISTANCE OF 300.52 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 RUN N 00°53'28" W, A DISTANCE OF 668.45 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 RUN S 88°58'29" W A DISTANCE OF 1273.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRING GARDEN AVENUE (STATE ROAD 15-A), AS REFERENCED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70160-2512, DATED 09/2002, SHEET 5 OF 18; THENCE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID EAST RIGHT-OF-WAY LINE; (1) N 00°44'53" W, A DISTANCE OF 40.00 FEET; (2) N 89°15'07" E, A DISTANCE OF 3.00 FEET; (3) N 00°44'53" W, A DISTANCE OF 634.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 RUN N 89°14'30" E A DISTANCE OF 1780.34 FEET TO THE NORTHWEST CORNER OF MILLER SUBDIVISION, AS RECORDED IN PLAT BOOK 35, PAGE 146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE WEST 15 AND 1/2 CHAINS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID MILLER SUBDIVISION RUN S 00°53'28" E A DISTANCE 852.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 480 FEET OF THE EAST 211 FEET OF THE WEST 1/2 OF THE WEST 15 AND 1/2 CHAINS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID SOUTH 480 FEET OF THE EAST 211 FEET RUN S 88°42'28" W, A DISTANCE OF 211.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID SOUTH 480 FEET OF THE EAST 211 FEET RUN S 00°53'28" E, A DISTANCE OF 480.01 FEET TO THE POINT OF BEGINNING.

LEGEND

- INDICATES SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 6767" (UNLESS NOTED OTHERWISE)
- INDICATES SET 1 1/4" DIAMETER BRASS DISK, STAMPED "PCP LB6767" (UNLESS NOTED OTHERWISE)

N/D 1 1/4" DIAMETER BRASS DISK (UNLESS NOTED OTHERWISE)
PCP PERMANENT CONTROL POINT
FND FOUND
PS PAGE
CCR CERTIFIED CORNER RECORD
ORB OFFICIAL RECORDS BOOK
CM CONCRETE MONUMENT
PRM PERMANENT REFERENCE MONUMENT
IP IRON PIPE
SEC SECTION
O/A OVERALL
ID IDENTIFICATION
R/W RIGHT-OF-WAY
CL CENTERLINE
RLS REGISTERED LAND SURVEYOR
Δ CENTRAL ANGLE
R RADIUS
L LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
PI POINT OF INTERSECTION
RP RADIUS POINT
PC POINT OF CURVATURE
PT POINT OF TANGENCY
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
DOC# OFFICIAL RECORD DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
ESMT EASEMENT DIMENSION/TIE
N/T NON-TANGENT
RAD RADIAL
(NR) NON-RADIAL
U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
F.E. FENCE EASEMENT
P.D.E. PRIVATE DRAINAGE EASEMENT
P.D.W.E. PRIVATE DRAINAGE AND WALL EASEMENT
P.W.E. PRIVATE WALL EASEMENT
AKA ALSO KNOWN AS
LB LICENSED BUSINESS
(C) CALCULATED
IR IRON ROD
RR RAILROAD
— CHANGE IN DIRECTION

VICINITY MAP



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET, LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 32-TOWNSHIP 16 SOUTH-RANGE 30 EAST, HAVING AN ASSUMED BEARING OF S 88°42'28" W.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ALL ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICES COMMISSION.
- ALL LOT LINES ARE RADIAL (RAD), UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
- THE PRIVATE UTILITY EASEMENT (PRIVATE U.E.) AND PRIVATE WALL EASEMENT (PRIVATE W.E.), AS DEPICTED, ARE RESERVED FOR THE EXCLUSIVE USE AND BENEFIT OF THE FOLLOWING ENTITIES AND FOR THE FOLLOWING PURPOSES: (i) THE ADDISON LANDING HOMEOWNERS ASSOCIATION, INC. (THE ASSOCIATION) FOR THE PURPOSE OF EXERCISING ALL POWERS AND RESPONSIBILITIES DELEGATED TO THE ASSOCIATION PURSUANT TO THE COMMUNITY DECLARATION FOR ADDISON LANDING (THE DECLARATION), (ii) THE OWNERS OF THE LOTS WITHIN THE SUBJECT PROPERTY FOR UTILITY PURPOSES, AND (iii) CITY OF DELAND AND ITS RESPECTIVE EMPLOYEES AND AGENTS SOLELY FOR THE PURPOSE OF PERFORMING MUNICIPAL AND GOVERNMENT FUNCTIONS REASONABLY NECESSARY TO PROVIDE FOR AND PROTECT THE HEALTH, SAFETY AND WELFARE OF THE SUBJECT PROPERTY AND THE OWNERS THEREOF OR RESIDENTS THEREON, AS WELL AS SUCH OWNERS' GUESTS, TENANTS AND INVITEES, INCLUDING BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL SERVICES. ANY IMPROVEMENTS AND RELATED FACILITIES CONSTRUCTED WITHIN THE AFORESAID PRIVATE UTILITY EASEMENT AND PRIVATE WALL EASEMENT SHALL BE MAINTAINED BY THE ASSOCIATION. ALL PRIVATE UTILITY EASEMENTS AND PRIVATE WALL EASEMENTS ARE GRANTED TO AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- TRACTS "D", "E", "F" AND "G" (TREE PROTECTION AREA/OPEN SPACE/LANDSCAPE BUFFER) ARE COMMON AREAS TO BE OWNED AND MAINTAINED BY THE ADDISON LANDINGS HOMEOWNERS ASSOCIATION, INC. THE TREE PROTECTION EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF DELAND FOR THE PURPOSES DESCRIBED IN THE TREE ORDINANCE SET FORTH IN SECTION 33-57 OF THE CITY OF DELAND MUNICIPAL CODE UNTIL SUCH TIME AS THE TREE PROTECTION ORDINANCE IS AMENDED OR NO LONGER IN EFFECT.
- MINIMAL CLEARING OF VEGETATION ALLOWED WITHIN TREE PROTECTION AREAS ("D", "E", "F" & "G") ONLY FOR PURPOSES OF MAINTENANCE OF STORMWATER FACILITIES, OR WHEN REQUIRED FOR THE REMOVAL OF DEAD OR UNSAFE BRANCHES/TREES BY THE ADDISON LANDING HOMEOWNERS ASSOCIATION, INC.
- TRACT "B" (COUNTY RIGHT-OF-WAY) IS A FUTURE RIGHT-OF-WAY TRACT TO BE AND WILL BE CONVEYED TO VOLUSIA COUNTY BY A SEPARATE INSTRUMENT.
- TRACT "A" (FUTURE RIGHT-OF-WAY) IS INTENDED TO PROVIDE FOR THE FUTURE CONNECTION OF THE ADDISON LANDING DEVELOPMENT TO ANY FUTURE DEVELOPMENT OF THE PROPERTY IMMEDIATELY TO THE WEST OF TRACT "A". USE OF THIS AREA FOR A FUTURE CONNECTION IS IN THE SOLE DISCRETION OF THE CITY OF DELAND, WHICH HOLDS THE PROPERTY IN TRUST FOR THE PUBLIC AS PER THE DEDICATION OF TRACT "A" TO THE PUBLIC BY THIS PLAT.
- TRACTS "H" AND "I" (PARK/AMENITY AREA) ARE TO OWNED AND MAINTAINED BY ADDISON LANDING HOMEOWNERS ASSOCIATION, INC.
- TRACTS "J" AND "K" (STORMWATER MANAGEMENT) ARE TO BE OWNED AND MAINTAINED BY THE ADDISON LANDING HOMEOWNERS ASSOCIATION, INC. SAID TRACTS ARE HEREBY SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT.
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COMMUNITY DECLARATION FOR ADDISON LANDING RECORDED AT OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET INDEX:

SHEET 1 - COVER SHEET
SHEET 2 - BOUNDARY GEOMETRY/KEY MAP
SHEETS 3-5 - PLAT

CERTIFICATE OF APPROVAL OF THE
DESIGN AND INSTALLATION OF
STREETS, UTILITIES AND OTHER
REQUIRED IMPROVEMENTS

I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to city specifications and standards and all applicable regulations in the Addison Landing Plat, or that a guarantee of the installation of the required improvements in a manner according to section 33-147 of the city code has been received.

City Engineer

Date

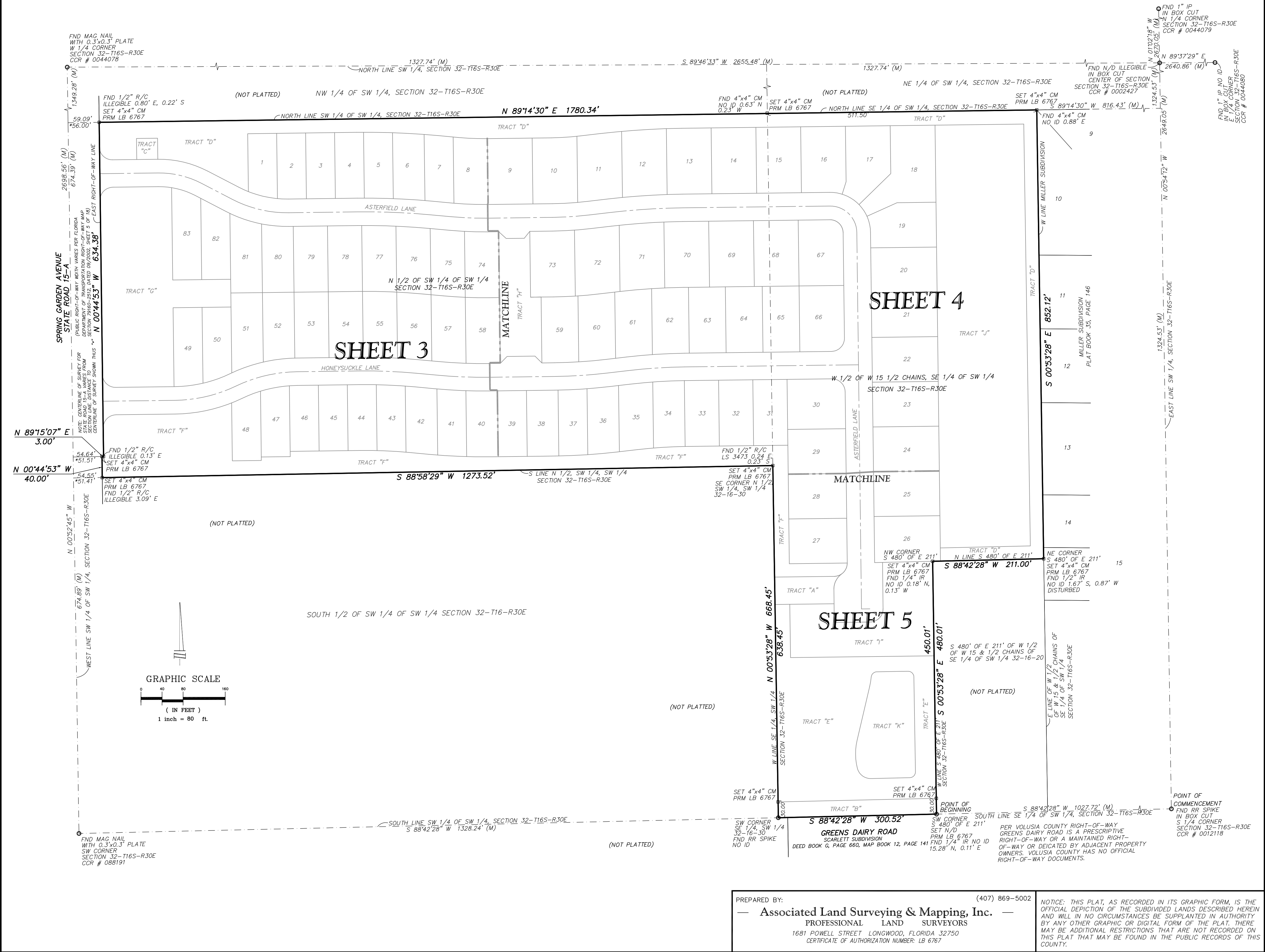
ADDISON LANDING
A PORTION OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

DRAFT: 12-20-2021

MAP
BOOK

PAGE

SHEET 2 OF 5



PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

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ADDISON LANDING

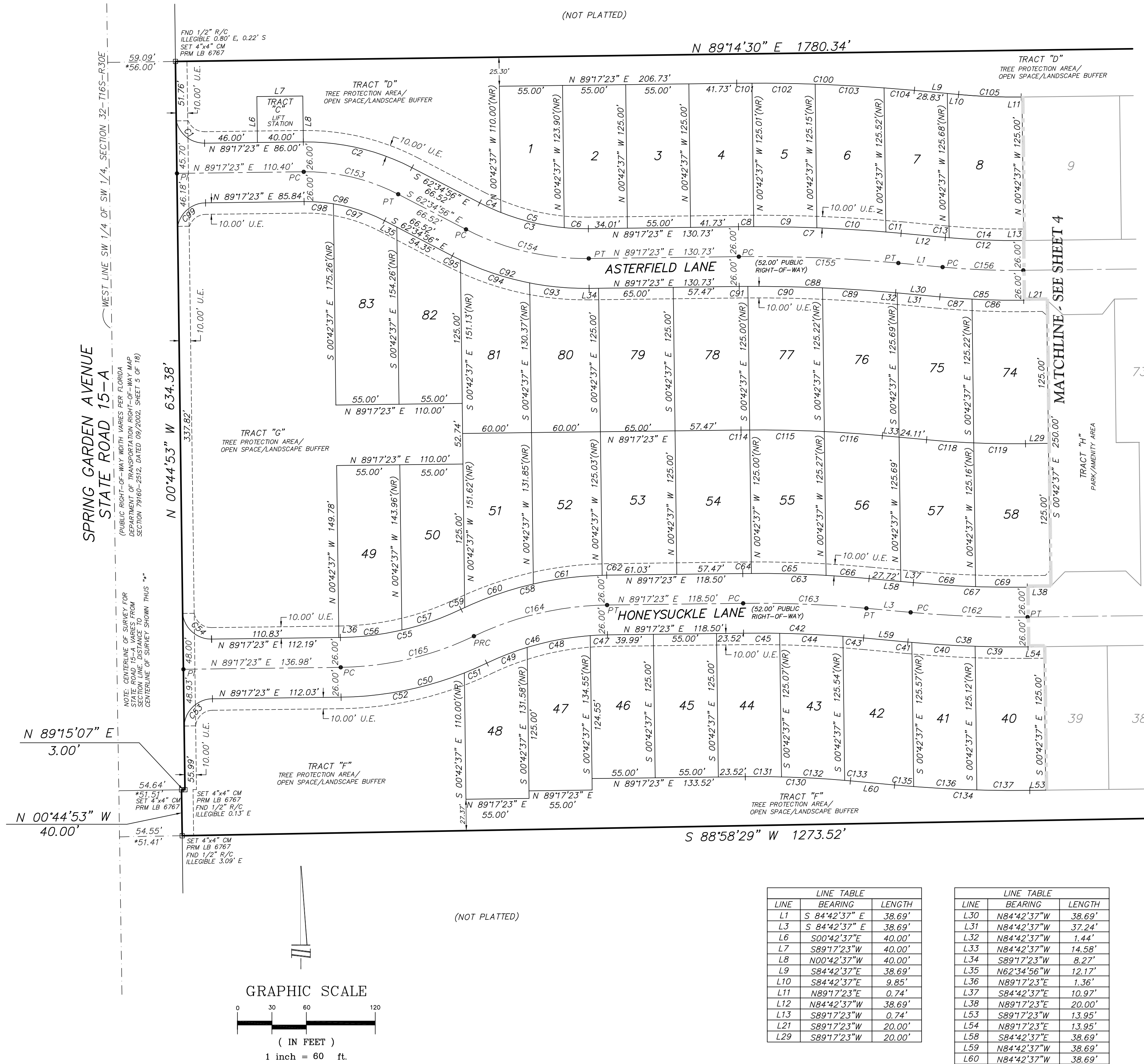
A PORTION OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

DRAFT: 12-20-2021

MAP
BOOK

PAGE

SHEET 3 OF 5



CURVE TABLE					
CURVE	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	77°45'57"	33.93'	S51°49'38"E	31.39'
C2	200.00'	28°07'40"	98.18'	N76°38'47"W	97.20'
C3	200.00'	28°07'40"	98.18'	S76°38'47"E	97.20'
C4	200.00'	05°47'47"	20.23'	S65°28'50"E	20.22'
C5	200.00'	16°18'23"	56.92'	S76°31'54"E	56.73'
C6	200.00'	06°01'31"	21.03'	S87°41'51"E	21.02'
C7	1354.00'	06°00'00"	141.79'	N87°42'37"W	141.73'
C8	1354.00'	00°33'42"	13.27'	S89°34'14"W	13.27'
C9	1354.00'	02°19'43"	55.03'	N88°59'03"W	55.02'
C10	1354.00'	02°32'45"	60.16'	N86°32'49"W	60.16'
C11	1354.00'	00°33'50"	13.33'	N84°59'32"W	13.33'
C12	646.00'	06°00'00"	67.65'	S87°42'37"E	67.62'
C13	646.00'	00°11'22"	3.28'	S84°51'21"E	3.28'
C14	646.00'	05°42'32"	64.37'	S87°51'21"E	64.34'
C38	1000.00'	06°00'00"	104.72'	S87°42'37"E	104.67'
C39	1000.00'	02°38'21"	46.06'	S89°23'26"E	46.06'
C40	1000.00'	03°09'37"	55.16'	S86°29'27"E	55.15'
C41	1000.00'	00°12'02"	3.50'	S84°48'38"E	3.50'
C42	1000.00'	06°00'00"	104.72'	N87°42'37"W	104.67'
C43	1000.00'	01°02'19"	18.13'	N85°13'46"W	18.13'
C44	1000.00'	03°09'26"	55.10'	N87°19'39"W	55.10'
C45	1000.00'	01°48'15"	31.49'	N89°48'29"W	31.49'
C46	250.00'	24°55'19"	108.74'	S76°49'44"W	107.89'
C47	250.00'	03°26'35"	15.02'	S87°34'06"W	15.02'
C48	250.00'	12°49'14"	55.94'	S79°26'12"W	55.82'
C49	250.00'	08°30'31"	37.78'	S68°41'49"W	37.74'
C50	302.00'	24°55'19"	131.36'	N76°49'44"E	130.33'
C51	302.00'	04°03'05"	21.35'	N66°23'37"E	21.35'
C52	302.00'	20°52'14"	110.01'	N78°51'16"E	109.40'
C53	25.00'	85°14'24"	37.19'	S46°40'11"W	33.86'
C54	25.00'	83°06'31"	36.26'	S49°09'21"E	33.17'
C55	250.00'	24°55'19"	108.74'	N76°49'44"E	107.89'
C56	250.00'	12°43'21"	54.06'	N83°05'43"E	53.95'
C57	250.00'	12°31'59"	54.69'	N70°38'03"E	54.58'
C58	302.00'	24°55'19"	131.36'	S76°49'44"W	130.33'
C59	302.00'	00°41'12"	3.62'	S64°42'40"W	3.62'
C60	302.00'	12°00'25"	63.29'	S71°03'28"W	63.17'
C61	302.00'	11°28'33"	60.49'	S82°47'57"W	60.39'
C62	302.00'	00°45'09"	3.97'	S88°54'49"W	3.97'
C63	1052.00'	06°00'00"	110.17'	N87°42'37"W	110.11'
C64	1052.00'	02°41'37"	7.53'	S89°29'42"W	7.53'
C65	1052.00'	03°32'36"	65.06'	N88°31'42"W	65.05'
C66	1052.00'	02°02'48"	37.58'	N85°44'01"W	37.57'
C67	948.00'	06°00'00"	99.27'	S87°42'37"E	99.23'
C68	948.00'	03°16'45"	54.26'	S86°20'59"E	54.25'
C69	948.00'	02°43'55"	45.02'	S89°20'59"E	45.01'
C85	698.00'	06°00'00"	73.11'	S87°42'37"E	73.08'
C86	698.00'	03°41'48"	45.03'	S85°51'43"E	45.03'
C87	698.00'	02°18'12"	28.06'	S85°51'43"E	28.06'
C88	1302.00'	06°00'00"	136.35'	N87°42'37"W	136.28'
C89	1302.00'	02°48'24"	63.78'	N86°06'49"W	63.77'
C90	1302.00'	02°51'43"	65.04'	N88°56'52"W	65.03'
C91	1302.00'	00°19'53"	7.53'	S89°27'20"W	7.53'
C92	252.00'	28°07'40"	123.21'	S76°38'47"E	122.47'
C93	252.00'	11°50'48"	52.10'	S84°47'13"E	52.01'
C94	252.00'	14°28'25"	63.66'	S71°37'36"E	63.49'
C95	252.00'	01°48'27"	7.95'	S63°29'10"E	7.95'
C96	148.00'	28°07'40"	72.66'	N76°38'47"W	71.93'
C97	148.00'	18°12'21"	47.03'	N71°41'07"W	46.83'
C98	148.00'	09°55'20"	25.63'	N65°44'57"W	25.60'
C99	25.00'	78°52'19"	34.41'	S49°51'37"W	31.76'
C100	1479.00'	06°00'00"	154.88'	N87°42'37"W	154.81'
C101	1479.00'	00°30'51"	13.27'	S89°32'49"W	13.27'
C102	1479.00'	02°07'54"	55.02'	N89°07'49"W	55.02'
C103	1479.00'	02°19'47"	60.14'	N86°53'58"W	60.13'
C104	1479.00'	01°07'28"	26.45'	N85°13'21"W	26.44'
C105	521.00'	06°00'00"	54.56'	S87°42'37"E	54.53'
C114	1177.00'	02°22'00"	7.53'	S89°28'23"W	7.53'
C115	1177.00'	03°09'59"	65.05'	N88°45'37"W	65.04'
C116	1177.00'	02°28'01"	50.68'	N85°56'37"W	50.67'
C118	823.00'	02°51'57"	41.16'	S86°08'35"E	41.16'
C119	823.00'	03°08'03"	45.02'	S89°08'35"E	45.02'
C130	875.00'	06°00'00"	91.63'	N87°42'37"W	91.59'
C131	875.00'	02°03'44"	31.49'	N89°40'45"W	31.49'
C132	875.00'	03°38'37"	55.13'	N86°50'35"W	55.13'
C133	875.00'	00°19'39"	5.00'	N84°52'26"W	5.00'
C134	1125.00'	06°00'00"	117.81'	S87°42'37"E	117.76'
C135	1125.00'	00°50'49"	16.63'	S85°08'01"E	16.63'
C136	1125.00'	02°48'27"	55.12'	S86°57'39"E	55.12'
C137	1125.00'	02°20'45"	46.06'	S89°32'14"E	46.05'
C153	174.00'	28°07'40"	85.42'	N76°38'47"W	84.52'
C154	226.00'	28°07'40"	110.95'	S76°38'47"E	109.84'
C155	1328.00'	06°00'00"	139.07'	N87°42'37"W	139.00'
C156	672.00'	06°00'00"	70.37'	S87°42'37"E	70.34'
C162	974.00'	06°00'00"	102.00'	S87°42'37"E	101.95'
C163	1026.00'	06°00'00"	107.44'	N87°42'37"W	107.39'
C164	276.00'	24°55'19"	120.05'	S76°49'44"W	119.11'
C165	276.00'	24°55'19"	120.05'	N76°49'44"E	119.11'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 84°42'37" E	38.69'
L3	S 84°42'37" E	38.69'
L6	S 00°42'37" E	40.00'
L7	S 89°17'23" W	40.00'
L8	S 00°42'37" W	40.00'
L9	S 84°42'37" E	38.69'
L10	S 84°42'37" E	9.85'
L11	N 89°17'23" E	0.74'
L12	N 84°42'37" W	38.69'
L13	S 89°17'23" W	0.74'
L21	S 89°17'23" W	20.00'
L29	S 89°17'23" W	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L30	N 84°42'37" W	38.69'
L31	N 84°42'37" W	37.24'
L32	N 84°42'37" W	1.44'
L33	N 84°42'37" W	14.58'
L34	S 89°17'23" W	8.27'
L35	N 62°34'56" W	12.17'
L36	N 89°17'23" E	1.36'
L37	S 84°42'37" E	10.97'
L38	N 89°17'23" E	20.00'
L53	S 89°17'23" W	13.95'
L54	N 89°17'23" E	13.95'
L58	S 84°42'37" E	38.69'
L59	N 84°42'37" W	38.69'
L60	N 84°42'37" W	38.69'

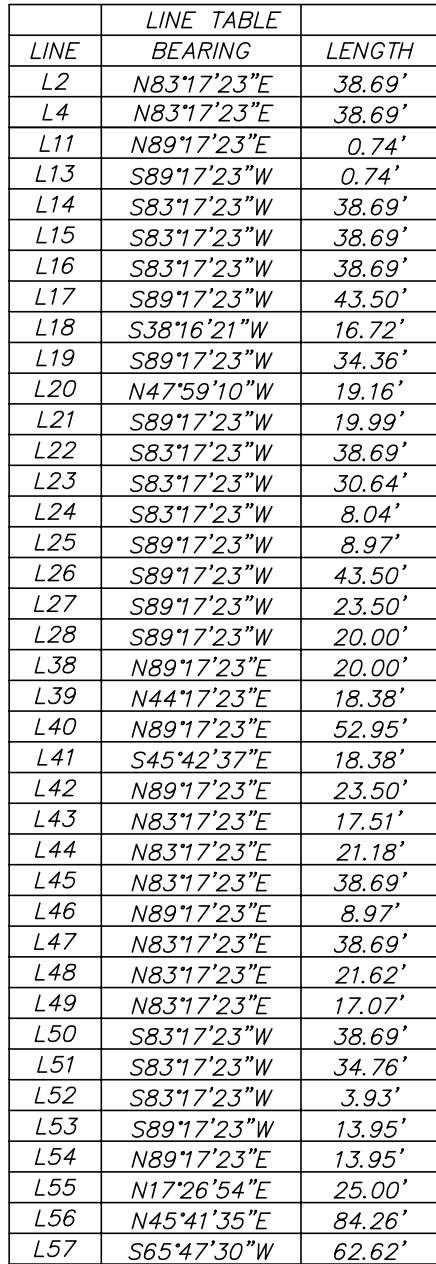
PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

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A PORTION OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

MAP
BOOK

SHEET 4 OF 5



CURVE TABLE					
CURVE	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C107	521.00'	05°19'06"	48.36'	N86°37'50"E	48.34'
C108	521.00'	00°40'54"	6.20'	N83°37'50"E	6.20'
C109	1479.00'	00°00'00"	154.88'	S86°17'23"W	154.81'
C110	1479.00'	00°00'00"	154.88'	N86°17'23"E	154.81'
C111	1479.00'	03°17'50"	85.11'	S86°30'30"W	85.10'
C112	1479.00'	01°07'58"	29.24'	S89°43'24"W	29.24'
C113	1000.00'	00°10'32"	1.03'	S89°15'37"W	1.03'
C121	823.00'	02°53'26"	41.52'	N87°50'40"E	41.52'
C122	823.00'	03°14'21"	46.53'	N87°40'13"E	46.53'
C123	823.00'	03°06'34"	44.66'	N84°50'40"E	44.66'
C124	823.00'	04°45'39"	39.66'	N84°40'13"E	39.65'
C125	823.00'	02°05'55"	22.95'	N85°27'42"E	22.95'
C126	1177.00'	02°08'52"	85.21'	S85°27'42"W	85.19'
C127	1177.00'	01°45'15"	61.03'	S88°24'46"W	36.03'
C128	1177.00'	02°58'20"	36.05'	S87°48'13"W	61.05'
C129	1177.00'	03°01'40"	62.20'	S84°48'13"W	62.19'
C138	1125.00'	06°00'00"	117.81'	N86°17'23"E	117.76'
C139	1125.00'	00°19'52"	6.50'	N89°07'22"E	6.50'
C140	1125.00'	00°00'00"	55.03'	N87°33'26"E	55.03'
C141	1125.00'	05°28'15"	56.28'	N84°33'22"E	56.27'
C142	875.00'	06°00'00"	91.63'	S86°17'23"W	91.59'
C143	875.00'	02°00'02"	30.55'	S84°17'24"W	30.55'
C144	875.00'	03°55'56"	60.05'	S87°15'23"W	60.04'
C145	875.00'	00°04'02"	1.03'	S89°15'22"W	1.03'
C158	672.00'	06°00'00"	73.37'	S86°17'23"W	70.34'
C159	1328.00'	06°00'00"	139.07'	S86°17'23"W	139.00'
C160	1026.00'	06°00'00"	107.44'	N86°17'23"E	107.39'
C161	974.00'	06°00'00"	102.00'	N86°17'23"E	101.95'

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ADDISON LANDING

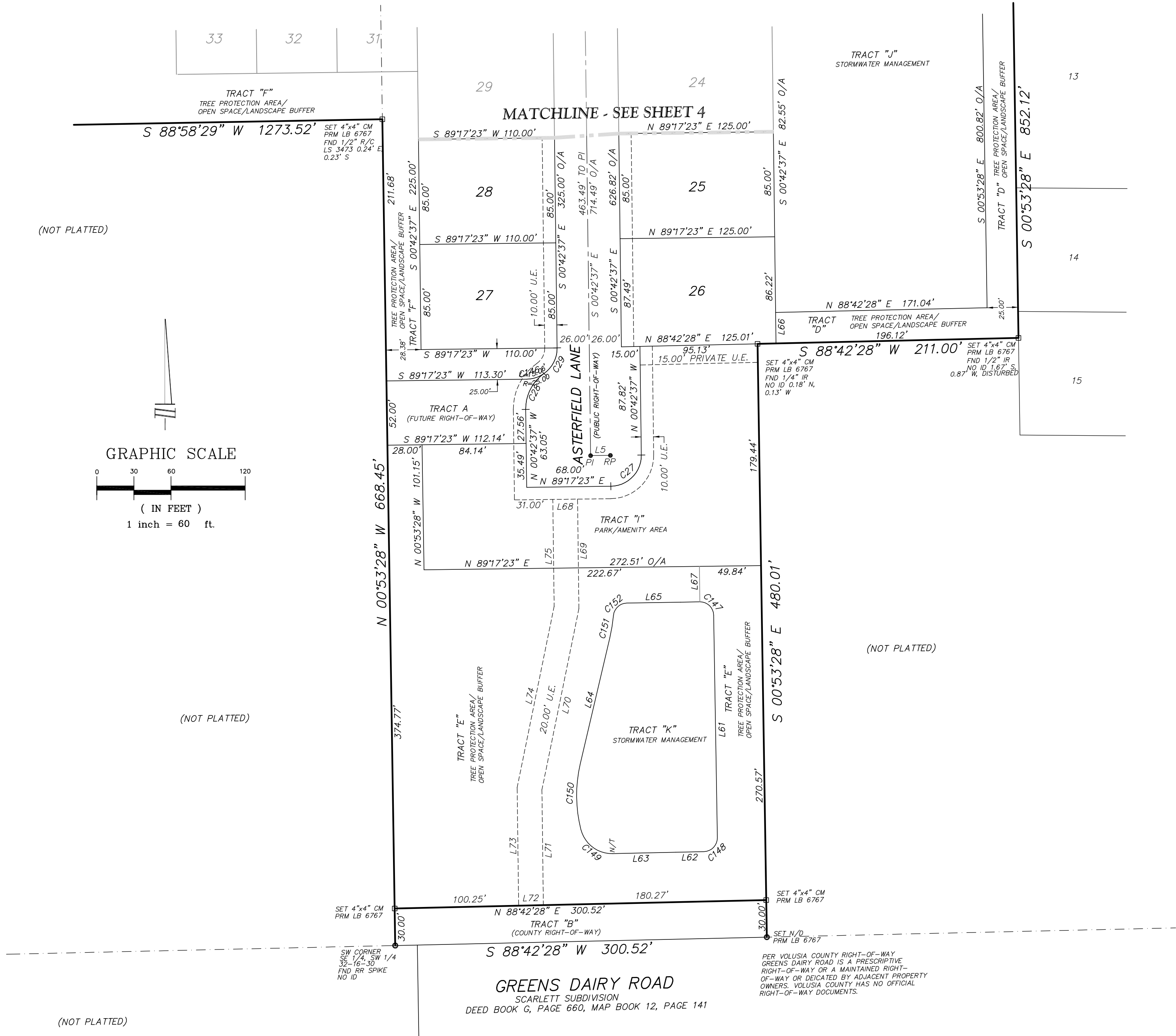
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CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

DRAFT: 12-20-2021

MAP
BOOK

PAGE

SHEET 5 OF 5



LINE TABLE		
LINE	BEARING	LENGTH
L5	N 89°17'23" E	16.00'
L61	N00°56'35"W	180.03'
L62	N88°39'35"E	22.93'
L63	N88°43'20"E	50.91'
L64	S13°10'10"W	104.67'
L65	S89°03'25"W	59.08'
L66	S00°42'37"E	25.00'
L67	N00°42'37"W	28.71'
L68	N89°17'23"E	20.00'
L69	S00°42'37"E	88.71'
L70	S11°32'23"W	149.46'
L71	S00°42'37"E	93.25'
L72	N88°42'28"E	20.00'
L73	S00°42'37"E	95.60'
L74	S11°32'23"W	149.46'
L75	S00°42'37"E	86.57'

CURVE TABLE					
CURVE	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C27	25.00'	90°00'00"	39.27'	N44°17'23"E	35.36'
C28	35.00'	55°28'55"	33.89'	S27°01'51"W	32.58'
C29	25.00'	55°28'55"	24.21'	N27°01'51"E	23.27'
C146	25.00'	34°31'05"	15.06'	N72°01'51"E	14.83'
C147	11.00'	90°00'00"	17.28'	N45°56'35"W	15.56'
C148	11.00'	89°36'11"	17.20'	N43°51'30"E	15.50'
C149	26.00'	77°11'11"	35.03'	S52°44'45"E	32.44'
C150	112.00'	27°19'20"	53.41'	S00°29'30"E	52.90'
C151	138.00'	07°42'00"	18.55'	N09°19'10"E	18.53'
C152	11.00'	83°35'14"	16.05'	S47°15'48"W	14.66'

PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
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CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

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CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Consideration re Continued Appointment of City Commission Member to Selection Committee During the RFP/RFQ Processes for Melching Field Stadium Improvements.

DEPARTMENT: Public Service

PREPARED BY: rick hall, P&R Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, January 12, 2022

SUMMARY/HIGHLIGHT:

In August of 2021, the Commission approved an appointment to the selection committee for the Design Criteria Consultant regarding Stadium Improvements at Melching Field. At that time, Mayor Apgar was appointed, and has served along side Staff on the Selection Committee, assisting in choosing the best consultant to develop the Design Criteria Package necessary for the upcoming Design Build RFQ. Staff recommends that Mayor Apgar to continue to serve as the Commission appointment to the Selection Committee throughout the remainder of the project RFP/RFQ processes.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability, Creating Connected Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The continued appointment of a Commission member to serve on the Committee has no immediate fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve the continued appointment of a Commission member to serve on the Committee.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
January 18, 2022

SUBJECT: Consideration re Approval of the Atlantic Housing Downtown Redevelopment Incentive Grant Agreement.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: CRA Grant Incentive Agreement- Atlantic Housing , Downtown CRA

APPROVED BY: Michael Pleus, City Manager, January 13, 2022

SUMMARY/HIGHLIGHT:

Atlantic Housing Partners, LLC is requesting approval of a Downtown Redevelopment Incentive Grant Agreement for the proposed mixed-use commercial/multi-family development located in the Downtown Redevelopment Area generally between S Woodland Boulevard, E Voorhis Avenue and S Alabama Avenue. The incentive agreement provides for an annual award equivalent to 90% of the ad valorem tax increment derived from the project site and received by the City/CRA for the remaining term of the CRA (2036) as outlined in the agreement. The proposed agreement is for the proposed development of a minimum of 150 residential units, first-floor commercial space along S Woodland Avenue and associated surface parking and site amenities. Award of grant not to exceed \$5,000,000 over the life of the agreement subject to the terms and conditions as provided for in the agreement. Authorizing the City Manager/designee to process the agreement. Authorizing reimbursement of funds as directed by the agreement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles & Preserving "Sense of Community".

SUSTAINABILITY:

New housing development in the downtown area will promote a more walkable neighborhood.

FISCAL IMPACT:

Approval of the tax incentive grant will result in reimbursement of 90% of the ad valorem tax increment derived from the subject property, up to a maximum of \$5,000,000.

RECOMMENDATION:

It is recommended that the City Commission approve the Downtown Redevelopment Incentive Grant Agreement.

BACKGROUND/DISCUSSION:

The creation of new housing in the downtown area has been a longstanding goal of the City Commission. The Atlantic Housing proposal is one of three downtown housing projects currently under review (the other two being the redevelopment of the Bank of America property and the revitalization of the former Hotel

Putnam). The project involves the redevelopment of the former Save A Lot, Bauer Law Offices, Oddities thrift store and vacant land.

DOWNTOWN REDEVELOPMENT INCENTIVE GRANT AGREEMENT

THE CITY OF DELAND, a Florida municipal corporation ("City"), THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DELAND, organized under Chapter 163, Part III, Florida Statutes ("CRA"), and ATLANTIC HOUSING PARTNERS, L.L.L.P, a Florida limited partnership ("Developer"), hereby enter into this Downtown Redevelopment Incentive Grant Agreement (this "Agreement").

WITNESSETH:

WHEREAS, Developer and/or its affiliates are the contract purchaser to acquire title to approximately 5.2 acres of land (the "Property") as further described in Exhibit "A", located at the northwest intersection of East Voorhis Avenue and South Alabama Avenue, a portion of which is within the City's designated Downtown Redevelopment Area; and

WHEREAS, Developer proposes to develop the property for multi-family residential buildings, accessory and commercial/live/work spaces, landscaping, and associated infrastructure and amenities adjacent to the footprint of these improvements (the "Project"); and

WHEREAS, in order to facilitate project feasibility, Developer has requested financial assistance from the City and CRA, primarily consisting of tax increment funds to be generated from development of the portion of the Project on the Property within the City's designated Downtown Redevelopment Area; and

WHEREAS, according to the Downtown DeLand Redevelopment Plan, among the most powerful tools associated with Part III Section 163, Florida Statutes, is the availability of tax increment financing to support a wide range of redevelopment initiatives; and

WHEREAS, specifically Developer has requested reimbursement of 90% of the tax increment funds generated on the Property after the Project is completed, up to a maximum of \$5,000,000.00; and

WHEREAS, in consideration with the requested assistance, and subject to receipt of all necessary governmental and quasi-governmental approvals and permits, Developer is willing to commit to constructing a minimum of 150 multi-family residential units, first floor commercial live/work space along Woodland Boulevard and associated infrastructure and amenities; and

WHEREAS, the Project shall include certain public infrastructure improvements (the "Public Infrastructure Improvements") as generally described on Exhibit "B" and defined below, that serve the Property and which are intended to benefit the surrounding properties, support existing buildings in the vicinity, foster additional redevelopment, provide additional environmental protections, and generate sustainable economic activity in the Redevelopment Area; and

WHEREAS, Section 166.021(8)(b), Fla. Stat., provides that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds towards the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, Section 163.345(1), Fla. Stat., requires that to the greatest extent feasible the CRA will afford maximum opportunity for rehabilitation or redevelopment of the community redevelopment area by private enterprise; and

WHEREAS, Section 163.370(2)(c)5, Fla. Stat., authorizes the CRA to undertake and carry out community redevelopment and related activities within the community redevelopment area, including but not limited to, the carrying out of plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan; and

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following goals and objectives of the City's Comprehensive Plan:

- *Future Land Use Element*, Policy 2.4 Encourage the locating of high density residential land uses in areas adjacent to employment and commercial centers, with adequate and existing city services (e.g. roads, water, sewer, transit).
- *Future Land Use Element*, Objective 4.1 Encourage residential, commercial, and office infill development within the Downtown.
- *Future Land Use Element*, Policy 4.1.2 Implement development review incentives for development in the Multimodal Supportive and Mixed-Use Overlays, including the Downtown, in order to achieve the desired mix of uses and type of development.
- *Future Land Use Element*, Policy 8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the siting of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.
- *Housing Element*, Objective 1.9 Utilize land use patterns that create compact housing development and encourage less use of the automobile and more walkable communities.
- *Housing Element*, Policy 9.1 The city will develop regulations to encourage new development in the core of the city including infill housing.

WHEREAS, the City Commission and CRA find that providing Developer financial assistance for development of the Project as provided above is consistent with the following strategic priorities stated in the Downtown DeLand Redevelopment Plan: (i) increase residential density – lofts, condos, 2nd floor above retail and responsiveness to residential developers, and encourage residential incentives and (ii) encourage mixed use. In addition, being consistent with the following recommendation highlights included in the Downtown DeLand Redevelopment Plan:

- Create opportunities for new residential products through incentives and land assembly.

- Stimulate mixed use infill developments along main pedestrian corridors.
- Leverage tax increment to attract private developers.
- Structure incentives based on the increment produced by the development proposal.
- Mitigate impediments to development.

WHEREAS, the City Commission and CRA further find that development of the Project as proposed, will provide for additional in-fill housing, promote a mix of housing opportunities for the City's residents, increase taxable property values, and foster redevelopment of other properties in the Downtown Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated into and made part of this Agreement as if fully set forth herein.

2. DEFINITIONS.

2.1 City – means the City of DeLand.

2.2 City Manager – means the City Manager of the City, or the City Manager's designee.

2.3 Community Redevelopment Act – means part III, chapter 163, Florida Statutes.

2.4 Community Redevelopment Agency or CRA – means the Downtown Community Redevelopment Agency located within the corporate limits of the City.

2.5 Developer - means Atlantic Housing Partners, L.L.L.P, or its successors or assigns.

2.6 Downtown Redevelopment Area or Redevelopment Area - means that area designated as the Downtown Redevelopment Area by the City.

2.7 Effective Date - means the date of last signature on this Agreement by the Parties.

2.8 Multifamily Buildings - means the new buildings to be constructed on the Property by Developer, to be used primarily with multifamily or mixed uses.

2.9 Project - means the mixed-use development of the Property, including at least 150 residential units, a minimum of 5,000 square feet of live work/commercial space along Woodland Boulevard, surface parking, landscaping and related site amenities. The specific development program is subject to formal engineering and site plan review by the City. A variation of up to ten percent (10%) of the project minimum criteria set forth in this definition that results from the site plan review process shall not require an amendment to this Agreement.

2.10 Property – means the property, consisting of approximately 5.2 acres, as further described in **Exhibit A**.

2.11 Public Infrastructure Improvements – means all capital improvements paid for by or on behalf of the Developer that provide a public benefit other than exclusively to the occupants of the Project, inclusive of pedestrian and vehicular transportation improvements, drainage, storm water, landscaping, and potable water and sanitary sewer utilities, that occur in public right-of-way or adjacent thereto, or within dedicated public easements, or otherwise constructed in connection with construction of the Project, as identified in Exhibit “B”, which exceeds the City’s minimum land development regulations requirements.

3. PRE-CONDITIONS FOR ENTITLEMENT TO GRANT

Prior to being eligible for the Grant referenced below, Developer must satisfy each of the following pre-conditions:

3.1 Acquisition of Title. Developer will acquire title to the Property and provide the City Manager reasonable proof thereof within six (6) months from the Effective Date, subject to Force Majeure extensions that may be granted below. If Developer does not acquire the Property for any reason, either the City, on behalf of the CRA and the City, or the Developer shall have the right to terminate this Agreement, by providing a minimum of 15 business days prior written notice of such termination to the non-terminating party, and this Agreement shall terminate without further action of the parties.

3.2 Completion of Project.

(a) Developer will construct the Project in compliance with the Performance Standards below.

(b) Subject to extensions for Force Majeure events as provided below, Developer will complete the Project within the earlier of two (2) years after all required permits have been issued or four (4) years from the Effective Date.

(c) The Project will be deemed to be complete when Developer has substantially completed construction, including the Public Infrastructure Improvements, in accordance with all applicable legal requirements, including the provisions of this Agreement, and the City has issued all certificates of occupancy required for the Multifamily Buildings (other than certificates of occupancy needed for the interior buildout of commercial space along Woodland Boulevard).

3.3 Construction of Public Infrastructure Improvements. Developer will cause the design, permitting, and construction of the Public Infrastructure Improvements, in accordance with the provisions of this Section.

(a) *Compliance with Legal Requirements.* All Public Infrastructure Improvements will comply with applicable legal requirements. If Developer proposes to install upgraded features (beyond standard public infrastructure construction requirements) such as upgraded hardscaping, art installations, or decorative light fixtures in the right-of-way or on other public property in conjunction with the development of the Property, approval of such features will only be granted in conjunction

with the City's approval of a public use permit as provided in the Land Development Regulations or other standard City approval processes for permitting private improvements in public rights-of-way.

(b) *Construction Contract Requirements.* Developer will ensure that the contract for construction of the Public Infrastructure Improvements within the public rights of way will: (i) require the contractor to provide adequate liability insurance coverage, of types, in such amounts, and from insurers approved by the City's Risk Manager; and that such insurance names the City as additional insured and providing for thirty (30) days advance written notice to the City if the insurance is cancelled or non-renewed for any reason; (ii) include provisions requiring the contractor to indemnify and hold the City harmless, the form of such provisions being subject to approval by the City Attorney; (iii) require the contractor to provide a performance and payment bond meeting the requirements of Section 3.3.e., below; (iv) require a warranty by the contractor of all labor, materials, and installation for a minimum period of twelve (12) months following the City's acceptance of the Public Infrastructure Improvements, and require the contractor to provide a maintenance bond in the amount of 10% of the estimated cost of constructing such Improvements, as certified by the contractor's design professional and approved by the City's city engineer. The warranty and the bond must be in favor of the City; (v) require that all product warranties be assigned to the City as a condition of the City's acceptance of the Public Infrastructure Improvements; and (vi) provide that Developer's rights under the construction contract will be assignable to the City if Developer abandons construction of the Project or is otherwise unable to diligently prosecute construction of the Project to completion. If Developer elects to use the services of a design-build firm for the design and construction of the Public Infrastructure Improvements, the design-build contract will also meet these requirements.

(c) *Performance and Payment Bond.* The performance and payment bond will be in an amount equal to at least 110% of the estimated cost of constructing the Public Infrastructure Improvements located within the public rights of way as certified by the project engineer and approved by the City's city engineer, in favor of the City. The bond will be in a form acceptable to the City Attorney. The bond must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bond must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

(d) *Certificate of Completion.* At such time as Developer believes the construction of Public Infrastructure Improvements to be complete, Developer will request the City to provide a final inspection walkthrough. The City will promptly schedule and conduct the walkthrough with appropriate technical staff. If City staff identify any technical defects, Developer will cause the construction contractor to repair same and request an additional walkthrough. If based on the walkthrough inspection the City affirms that the work is complete, the City will so notify Developer, which will then be authorized to provide the City a certificate of completion.

(e) *Completion of Public Infrastructure Improvements.* The Public Infrastructure

Improvements will be deemed complete for purposes of this Agreement when the City issues a notice of acceptance. The City will only issue such notice after Developer has submitted the certificate of completion in strict conformance with the requirements above and after all other City requirements related to the acceptance of public infrastructure improvements have been complied with. The City will promptly provide Developer written notice of acceptance once these conditions are met and will then accept any necessary transfers of the Public Infrastructure Improvements in a form acceptable to the City Attorney. The City agrees that completion of the Public Infrastructure Improvements may entitle the Developer to certain credits against impact fees and other development related fees assessed by the City and County of Volusia. The City agrees to provide such impact fee and other development fee credits, as provided by the City's current ordinances and other policies relating to such fees, and to cooperate with the Developer to ensure any such credits or impact fee exemptions due to the Developer from the County are applied to the Project.

(f) *Stormwater Management Facilities.* Developer will own and maintain all necessary stormwater management facilities that exclusively serve the Project. In the event the Public Infrastructure Improvements include joint stormwater management facilities that serve the Project and other property in the vicinity or public roadways, ownership and maintenance of those stormwater management facilities will be determined by subsequent easement agreements acceptable to the City and Developer. The City will cooperate with Developer to provide any necessary connections to the City's stormwater management system. Developer will be responsible for paying the City's normal and customary fees associated with the provision of stormwater management services.

(g) *Water and Sewer Service.* The City as the water and sewer service provider within its municipal boundaries will be the sole provider of such services to the Project. Developer will be responsible for paying the City's normal and customary fees associated with the provision of those services. Developer will execute a standard form utility service agreement with the City. The utility service agreement will acknowledge any credits due to Developer for sewer and water impact or connection fees that result from Public Infrastructure Improvements constructed by or on behalf of the Developer as part of the Project.

3.4 Documentation as to Construction Value. As referenced below, the Performance Standards include a requirement as to minimum construction value. Prior to construction, Developer will be required to submit documentation reasonably satisfactory to the City Manager confirming that this Performance Standard is met. Developer will construct the Project in substantial conformance with the approved pre-construction documentation as to construction value.

4. PERFORMANCE STANDARDS.

4.1 Compliance with Land Development Regulations. Developer will construct the Project in a manner that fully complies with the provisions of the City's Land Development Regulations ("LDR").

4.2 Investment Value. The total Project investment at completion will equal or exceed \$30 million. For purposes herein, investment value includes all land costs, building construction costs, landscaping, paving, site work including clearing, grading, and compaction (if required), and all soft costs directly associated with construction such as architect, engineering, surveying, topographical surveys, and all other third-party reports including environmental assessment fees.

4.3 Minimum Capacity. Upon completion, the Multifamily Buildings will contain at least 150 residential dwelling units.

4.4 Inclusion of Associated Site Amenities. Upon completion, the Project will include all landscaping and hardscape improvements associated with the Multifamily Buildings, consistent with the requirements of the LDR.

5. POST-COMPLETION OBLIGATIONS

5.1 Operation, Maintenance, and Repair of Property and Improvements. Upon completion of the Project, and thereafter throughout each calendar year in which Developer is eligible for receipt of an Annual Redevelopment Incentive Grant Payment as described below, Developer will keep and maintain the Property, and all improvements located thereon, including but not limited to the improvements required by this Agreement, in clean, good, first class condition and repair.

6. REDEVELOPMENT INCENTIVE GRANT.

As an inducement for Developer to construct and complete the Project in accordance with the provisions of this Agreement and cause the Public Infrastructure Improvements contemplated herein to be constructed, the CRA will pay Developer a Redevelopment Incentive Grant, in a series of annual payments during the Grant Period, in accordance with the provisions below.

6.1 Definitions. For purposes of this Section, certain terms are defined as follows:

(a) *Annual TIF Revenue Attributable to the Project* - means the portion of the Tax Revenue on the Property allocated to the City of DeLand in the given tax year, less the Base Year Tax Revenue and actually transferred to the CRA by the Volusia County Tax Collector.

(b) *Base Year Tax Revenue* - means the Tax Revenue on the Property in the tax year prior to the date of the first Certificate of Occupancy issued for the Project.

(c) *Grant Period* - The period of time commencing with the first calendar year following Project completion, and continuing until the last calendar year prior to the expiration of the CRA pursuant to law. In the event that the total annual payments have not reached the maximum amount set forth in Section 6.6 below at the end of the Grant Period, neither City nor CRA will be liable for any further payments to Developer.

(d) *Tax Revenue* - means the amount of ad valorem real estate tax revenue that is due on the Property in a given tax year, less taxable amounts not transferred by the Volusia County Tax Collector to the CRA, such as for taxes owed to the Volusia School Taxing District, or other taxing authorities.

6.2 Request for Grant Payment Required. No sooner than May 1st or later than July 1st of each year, Developer must make a written request to the CRA, care of the address for notices below, for the Annual Payment of the Grant for the year. The Developer will attach to the request, proof that taxes were paid in the form of the receipt of payment from the Volusia County Tax Collector.

6.3 Amount of Annual Payment. Subject to the adjustment provided below, the Annual Payment of the Grant shall be 90% of the Annual TIF Revenue Attributable to the Project.

6.4 Source of Funds for Payment. Each year, the source of funds used for the annual payment of the grant shall be solely from the tax increment funds transferred into and actually received by the City's Redevelopment Trust Fund in accordance with the Community Redevelopment Act and City Resolution 2019-01.

6.5 When Annual Payment is Due. The CRA will pay the annual payment of the Grant within 60 days after receipt of Developer's request for payment.

6.6 Maximum Amount of Grant. Subject to adjustments below, the maximum amount of the Redevelopment Incentive Grant will not exceed \$5,000,000.00, and the last annual payment of the Grant will be reduced if necessary so that this maximum amount is not exceeded.

7. EXPIRATION OF CRA. Developer acknowledges that, pursuant to Volusia County Resolution No. 2001-233, Volusia County's delegation of authority to the City to exercise community redevelopment powers under the Community Redevelopment Act is scheduled to expire on December 31, 2036. This Agreement may be subject to any extension of that date approved by the Volusia County Council and City, provided the maximum amount of the Redevelopment Incentive Grant shall remain as set forth in Section 6.6, above.

8. ASSIGNMENT BY DEVELOPER.

8.1 Primary Assignee. Developer may assign all of its right, title and interest in, and its obligations under this Agreement to an entity that is created specifically for the development of the Project and that is and will be an entity in which the individual directly or indirectly owning a controlling interest in Developer also is the individual directly or indirectly owning a controlling interest in the assignee (the "Primary Assignee"), provided that such assignment is not effective until such time as the City and CRA receive written notice of such assignment.

8.2 General Assignment. Upon completion of all of Developer's obligations set out herein and City approval of these obligations by issuance of a Certificate of Occupancy, Developer may assign all of its right, title and interest in, and its obligations under this Agreement, to a person or entity other than the Primary Assignee upon the prior written consent of the City and CRA, which consent will not be unreasonably withheld, conditioned, or delayed (the "General Assignment"). Developer will provide the City and CRA with written notice of such proposed General Assignment along with the name, address, and such financial information relating to the proposed assignee as the City and CRA may reasonably require (the "Assignment Information"). The City and CRA will notify Developer of its approval or disapproval of the proposed General Assignment within forty-five (45) days from its receipt of the notice and Assignment Information. In determining whether or not to consent to the proposed General Assignment, the City and CRA may consider, among other factors, the reputation, experience and financial ability of the proposed assignee. In the event of a proposed assignment, the City and CRA, at Developer's request, will provide an estimate of benefits remaining under this Agreement to be provided to Developer. A General Assignment may include separate assignments, from the Developer or the Primary Assignee, of ownership rights in the separate lots or parcels comprising the Property, even where such separate assignments result in

separate ownership of the Multifamily Buildings and parking area.

8.3 Assumption. In connection with Developer's assignment of this Agreement pursuant to Section 8.1 or Section 8.2 above, either Developer will remain responsible for, or the assignee must assume in writing, the responsibilities, obligations and duties associated with the interests being assigned by Developer. Upon the assignee's assumption of such responsibilities, obligations and duties, Developer will be relieved of same, and the City will take all necessary reasonable actions to document such assignment with third parties.

9. GENERAL PROVISIONS.

9.1 Consents and Approvals. All consents and approvals which may be given under this Agreement will, as a condition of effectiveness, be in writing. The granting by a Party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a Party to object to any such action taken without the required consent or approval, will not be deemed a waiver by the Party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the contrary.

9.2 Governing Law and Venue. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue in case of any suit filed to enforce the provisions of this Agreement will be in the Middle District of Florida, if filed in federal court, and in the state courts in and for Volusia County, if filed in state court.

9.3 Successors and Assigns. Subject to Section 8, the agreements, terms, covenants, and conditions herein will be binding upon, and inure to the benefit of City, CRA, Developer, and their respective successors and assigns.

9.4 Force Majeure. Except as otherwise expressly provided in this Agreement, if a Party hereto will be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, work stoppage, permit delays not caused by Developer, or federal, state, and/or local governmental emergency orders or directives, or any other matter beyond the control of any Party hereto, then the performance of such covenant or obligation will be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation will be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.

The City Manager is authorized to grant Developer extensions of the various deadlines set forth herein that are necessary due to Force Majeure events, on behalf of the City/CRA without need for formal amendment of this Agreement.

9.5 Notices; Authorized Representatives. Any notice, demand, request or other instrument (any "Notice") which may be or is required to be given under this Agreement will be deemed given and received (a) on the date of delivery when delivered in person (with receipt for

delivery), (b) seven days after deposit in the United States mail, when sent by United States certified mail, return receipt requested, postage prepaid, or (c) on the next day following deposit of any such Notice with an overnight delivery carrier (with receipt evidencing such delivery) such as, but not limited to, Federal Express or UPS to the following:

If to City/CRA:	City Manager 120 S. Florida Ave DeLand, FL 32720
w/copy to:	City Attorney 120 S. Florida Ave DeLand, FL 32720
If to Developer:	Atlantic Housing Partners, L.L.L.P Attn: Scott Culp 200 E. Canton Avenue Suite 102 Winter Park, FL 32789
w/copy to:	Cobb Cole Law Firm Attn: Mark A. Watts 231 N. Woodland Boulevard DeLand, FL 32720

Any Party may, at any time, change its address for the above purposes by sending a notice to the other Party stating the change and setting forth the new address. The person designated to receive a party's notice pursuant to this Section will be that Party's authorized representative in all matters arising under this Agreement, except where specifically provided otherwise.

9.6 Event of Default/Termination.

(a) Any one or more of the following events will constitute an Event of Default:

(1) Developer knowingly or intentionally falsifies any report or statement furnished to the City or CRA pursuant to this Agreement.

(2) Developer files a voluntary petition under any federal or state bankruptcy law, or if an involuntary petition under any such law is filed against Developer, and Developer is adjudged to be bankrupt, insolvent, or unable to pay its debts as they mature; or Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed or retained to take charge of and manage a substantial part of the assets of Developer; or any execution or attachment will issue against Developer whereupon the Property, or any part thereof, or any interest therein of Developer will be taken or attempted to be taken, and the same is not released prior to the judicial sale thereunder.

(3) The City's Building Official notifies Developer that any building or other structure located on the Property is an unsafe or dilapidated structure as provided in Section 108 of the International Property Maintenance Code, and the conditions are not remedied within the time period provided by such notice.

(4) Material breach by Developer, City, or CRA in the performance or observance of any covenant, undertaking, or condition of this Agreement (not referenced in this Section above), which breach is not cured within 30 days after the giving of written notice thereof. If the breach is of such nature that it cannot reasonably be cured within the 30 day period, then an Event of Default will occur if the Party fails to commence the curing of the breach within the 30 day period after notice of breach, or fails to diligently prosecute the curing of same during such period, or fails to cure the same within 90 days after the date notice is given by the other Party. The timeframes for set forth above shall be extended, as necessary, in the event of a Force Majeure event as set forth in Section 9.4 above.

(b) Upon an Event of Default, the Parties will have all remedies available at law or in equity.

9.7 Waiver of Jury Trial. Each Party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the Party may have against the other Parties hereto regarding any matters arising out of or in any way connected with this Agreement.

9.8 Compliance with Laws. Developer will be solely responsible for obtaining all zoning, building, and other approvals required in conjunction with the proposed. Developer is responsible at all times for complying with all applicable federal, state, and local laws.

9.9 Severability. If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent determined by law.

9.10 No Modification. This writing is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, employees, agents, or affiliates will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties or their affiliates will not be relevant or admissible to determine the meaning of any of the terms of this Agreement other than those specifically set forth herein. This Agreement can be modified only by a writing signed by the Party against whom the modification is enforceable.

9.11 City's Police Powers. Nothing contained in this Agreement will be construed as a waiver of, or contract, with respect to the regulatory and permitting authority of the City under applicable laws, rules, and regulations. Further, nothing contained in this Agreement will be construed as a waiver by the City of its sovereign immunity under the constitution and laws of the

State of Florida.

9.12 No General Obligation. Amounts due hereunder will not be or constitute a general obligation or indebtedness of the City or CRA as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but will be payable solely from the Non-Ad Valorem Revenues in accordance with the terms hereof. Developer will never have the right to compel the exercise of any ad valorem taxing power to pay amounts due hereunder, or be entitled to payment of such from any funds of the City or CRA except from the Non-Ad Valorem Revenues.

9.13 Damage or Destruction/Insurance. Developer will bear all risk of loss, whether from casualty, theft, or other events, to all improvements contemplated by this Agreement, and will be solely responsible for obtaining any insurance necessary to protect against such risk.

9.14 No Third Party Beneficiaries. There are no third party beneficiaries and no party will have any rights pursuant to this Agreement or arising out of this Agreement except for Developer, CRA, and City.

9.15. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by Developer.

9.16 Counterparts. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

9.17 Complete Agreement. This Agreement represents the complete understanding by and between the parties with respect to the subjects set forth herein. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement. All parties have participated equally in the drafting and preparation of this Agreement.

9.18 Recordation. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

IN WITNESS WHEREOF, the Parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF DELAND, FLORIDA, a
Florida municipal corporation**

Witness 1

By: _____
Robert F. Apgar, Mayor

Print Name of Witness 1

Attest: _____
Julie A. Hennessy, MMC, City Clerk

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of _____, 2022 by Robert F. Apgar and Julie A. Hennessy, MMC, Mayor and City Clerk, respectively, of the City of DeLand, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence
of:

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF DELAND**

Witness 1

By: _____
Robert F. Apgar, Chair

Print Name of Witness 1

Attest: _____
Julie A. Hennessy, MMC, City Clerk

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of _____, 2022 by Robert F. Apgar and Julie A. Hennessy, MMC, Chair and City Clerk, respectively, of the Community Redevelopment Agency of the City of DeLand, on behalf of the Agency. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

**ATLANTIC HOUSING PARTNERS,
L.L.L.P.**

**By: ATLANTIC HOUSING PARTNERS
MANAGERS, L.L.C.**

Witness 1

Print Name of Witness 1

By: _____
Scott Culp, Manager

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____, 2022 by Scott Culp, as Manager of Atlantic Housing Partners Managers, LLC, a Florida limited liability company, as General Partner of Atlantic Housing Partners, L.L.L.P. He ☐ personally known to me or ☐ produced _____
_____ as identification and did not take an oath.

Notary Public
Commission No: _____

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Exhibit A

Property Description by Parcel Identification Numbers

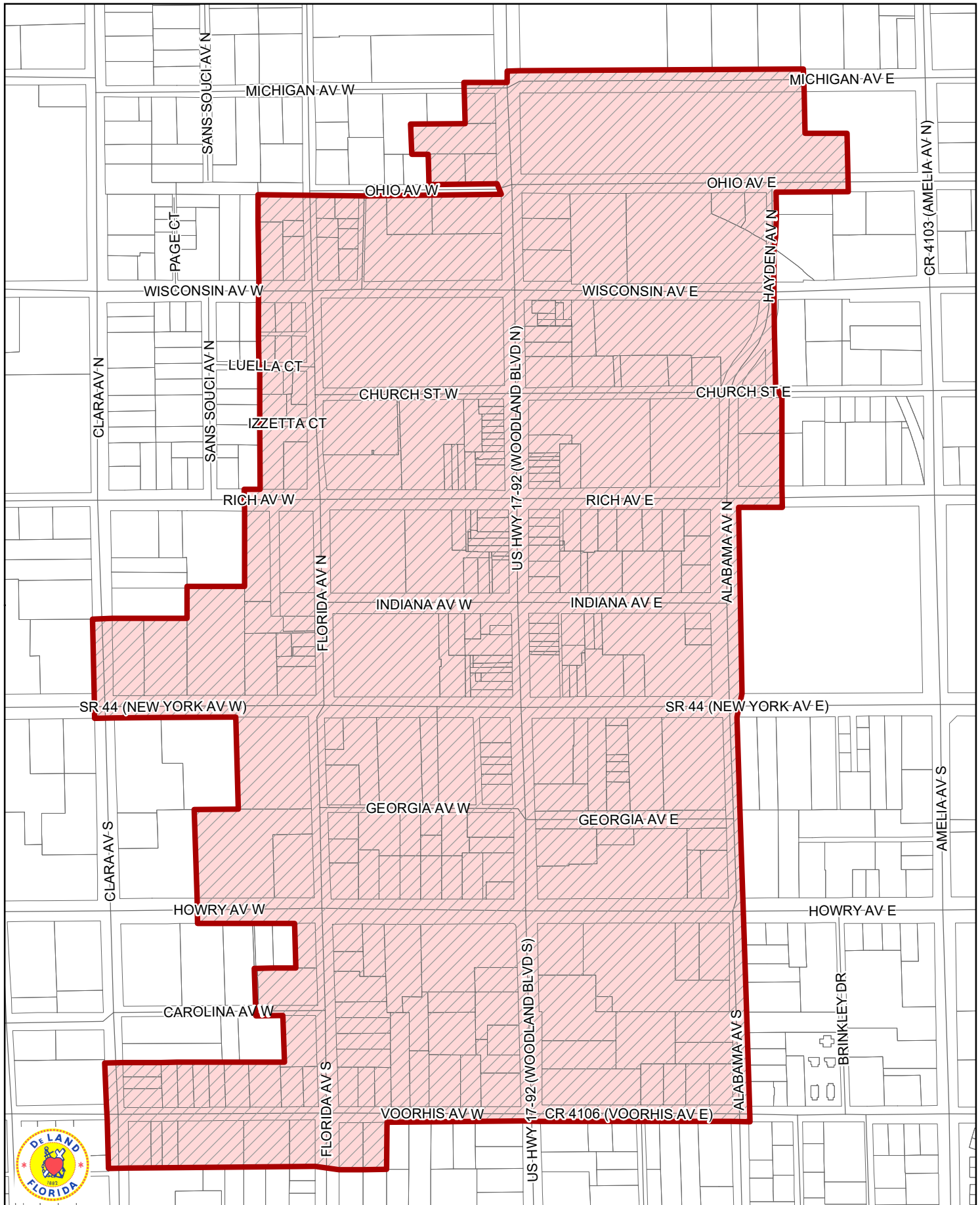
PARCEL ID NO.	PROPERTY ADDRESS
7016-19-00-0110	236 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0100	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0090	E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0080	129 E. Voorhis Ave. DeLand, FL 32724
7016-19-00-0140	S. Alabama Ave. DeLand, FL 32724
7016-19-00-0130	226 S. Alabama Ave. DeLand, FL 32724
7016-19-00-0020	225 S. Woodland Blvd. DeLand, FL 32724
7016-19-00-0120	E. Voorhis Ave. DeLand, FL 32724
7016-12-00-0010	DeLand, FL 32724
7016-12-00-0020	S. Clark St. DeLand, FL 32724
7016-01-14-0040	E. Voorhis Ave. DeLand, FL 32724
7016-01-14-0030	DeLand, FL 32724
7016-01-11-0027	221 S. Woodland Blvd. DeLand, FL 32724
7016-01-11-0028	DeLand, FL 32724

Exhibit B

Public Infrastructure Improvements

Streetscaping and other pedestrian related improvements at the exterior (ie. fronting Woodland Boulevard, Voorhis Avenue and/or Alabama Avenue) shall be designed and constructed in connection with the Project. The required streetscaping along Woodland Boulevard shall be designed to complement and continue the streetscaping design previously or contemporaneously implemented by the City within the CRA area along Woodland Boulevard. The required streetscaping along Voorhis Avenue shall be designed in conjunction with the City's proposed streetscape improvements along Voorhis Avenue and such improvements shall be consistent with the City's then current design for the Voorhis Avenue streetscape.

All buffers, landscaping and hardscaping located adjacent to public rights of way shall provide for the aesthetic improvement of the adjacent streetscape and pedestrian improvements in the public right of way.



Sources: Volusia County GIS
City of DeLand Planning Dept.
This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.
Map prepared: March 9, 2021

Downtown CRA Boundary

City of DeLand

Legend	
	Downtown CRA
	Parcel Lines

N

1 inch = 400 feet